9-4-1978

Pittsburgh Board of Public Education and Pittsburgh Federation of Teachers, AFL-CIO, Local 400 (1978)
COLLECTIVE BARGAINING AGREEMENT

for

TEACHERS AND OTHER PROFESSIONAL EMPLOYEES

between the

PITTSBURGH BOARD OF PUBLIC EDUCATION
PITTSBURGH, PENNSYLVANIA

and the

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

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September 4, 1978 through August 31, 1980
NEGOTIATING COMMITTEES

Pittsburgh Board of Public Education

E. ROBERT GALLIGAN .................. Executive Director of Personnel and Employee Relations Chairman, Ad Hoc Committee

BRUCE D. CAMPBELL .................. Special Labor Counsel

LEAH R. SLOMBERG ............ Director of Employee Relations

FRANCIS L. HAGGERTY .................. Principal, South Hills High School

MYRNA L. SUMPTER .................. Principal, Linden Elementary School

BRIAN WHITE .................. Vice Principal, Knoxville Middle School

WILLIAM W. PENN .................. Director of Special Education

Pittsburgh Federation of Teachers

ALBERT FONDY .................. Carrick High School President and Chief Negotiator

JOSEPH ZUNIC .................. South High School Executive Secretary and Grievance Chairman

RUFUS JORDAN .................. Carrick High School Vice President for Senior High Schools

PAUL FRANCIS .................. Allegheny High School Vice President for Middle Schools

MARY VANHORN .................. Madison Elementary School Vice President for Elementary Schools

NANCY EWING .................. Allegheny High School Secretary

RICHARD NASH .................. Perry High School Senior High Schools Representative

MARIO LACENERE .................. Brashear High School Member-at-Large

SAUL DIAMOND .................. Reizenstein Middle School Member-at-Large

SYLVIA WILSON .................. Spring Hill Elementary School Elementary Schools Representative

PATRICIA ROSE .................. Brookline Elementary School Member-at-Large

GEORGE GENSURE .................. Allegheny High School Parliamentarian

BARBARA SUPINKA .................. Latimer Middle School Member

THOMAS MATTAROCHIA ........ Chartiers Elementary School Member
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ARTICLE 1
MUTUAL OBJECTIVES
OF THE
BOARD AND THE FEDERATION

The Pittsburgh Board of Public Education and the Pittsburgh Federation of Teachers mutually recognize and declare that they have the common goal of providing a thorough, efficient and effective system of public education for the children of Pittsburgh, characterized by educational excellence, equal opportunity, and the continuing improvement and utilization of the special skills, talents and interests of the educational staff.

To meet the needs of an expanding and dynamic public school system, the Board and the Federation express a mutual obligation and responsibility to education that extends far beyond the scope of a collective bargaining agreement governing terms and conditions of employment.

ARTICLE 2
RECOGNITION CLAUSE

1. The Pittsburgh Board of Public Education, hereinafter sometimes referred to as the "Board," pursuant to applicable provisions of the "Pennsylvania Public Employee Relations Act of 1970," recognizes the Pittsburgh Federation of Teachers, Local 400, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Federation" or "Union," as the
single bargaining representative for all professional personnel in those employment categories included in the May 23, 1968, and May 20, 1970, collective bargaining elections, as well as any employment categories added per the terms of this or any previous Agreement, all of whom are hereinafter referred to as "teacher" or "teachers."

2. The parties to this Agreement acknowledge that during the course of the collective bargaining leading to this Agreement they have had the opportunity to negotiate on all matters presented for negotiations and which constituted proper subjects for collective bargaining, and the parties further agree that during the course of this Agreement there shall be no further duty to bargain insofar as this Agreement is concerned. Notwithstanding the above, the parties may by mutual agreement at any time during the life of this Agreement amend same pursuant to a written instrument executed by both parties.

3. Upon request by the Federation, the Board will make available such information as is relevant to negotiations and/or the administration of this Collective Bargaining Agreement.

4. A copy of any central office notice, directive, posting or bulletin relating to teachers generally or to any group of teachers will be supplied simultaneously to the Federation president. Copies of materials of a similar nature issued by the Federation will be provided simultaneously to the Division of Employee Relations.

5. The Board shall inform the Federation of any proposed reductions or increases in professional staff positions or assignments involving members of the representation unit.

6. The Board shall endeavor to keep the Federation informed of any new programs, experiments, research projects, changes in programs, etc., which directly and significantly affect persons covered by this Agreement.

7. The Board, through its appropriate administrative departments, shall endeavor to supply to the Federation a copy of significant informational bulletins and publications relating to educational matters.

8. The Board shall provide to the Federation a copy of the minutes of the monthly Board of Education meetings.
9. The Board shall provide to the Federation a bound copy of each month’s Board minutes.

10. Within twenty-five (25) school days after the opening of school each year, the Board shall provide the Federation with the names and addresses and schools of all teachers.

11. The Board will provide the Federation with the names, addresses, and schools, if known, of newly-employed teachers, at least monthly, including during the summer.

12. The Board will provide a copy of this Agreement to each employee covered by same. The Federation agrees to reimburse the Board for one half (½) the cost of the preceding-referred-to Agreement copies and to continue to reimburse the Board in full for any additional Agreement copies which may be requested by the Federation for its use.

13. The Superintendent of Schools shall, if requested, meet monthly with representatives of the Federation to discuss matters of educational policy and development and other matters of mutual concern, such meetings to be held at mutually agreeable times.

14. Regular bimonthly meetings of representatives of the Federation and representatives of the Division of Employee Relations shall be held, such meetings to be scheduled at mutually agreeable times.

15. The principal of a school shall meet at least once a month, if requested, with the Federation Building Committee to discuss professional concerns and recommendations, such meetings to be held at mutually agreeable times.

16. The Board shall permit a designated staff member of the Federation or off-duty teacher-representative of the Federation to visit the schools to investigate working conditions, teacher complaints, or problems relating to the terms and conditions of this Agreement. The Federation representative shall continue first to report to the building office. The Federation agrees that any investigations will be made in such manner as to insure that there will be no disruption or interference in the educational programs of the school. If conferences with teachers are necessary, they shall be scheduled so as not to interfere with the instructional program.
17. On twenty-four (24) hours notice to the principal of the school, the authorized representative of the Federation shall normally be permitted to schedule meetings in the building before or after regular duty hours or during lunchtime of the teachers involved. Such meetings shall not disrupt normal school operations.

18. The Federation shall have the right to place material in the mailboxes of teachers and other members of the representation unit. A copy of such materials shall be provided to school principals prior to placement in teacher mailboxes. Placement will be made by an authorized representative of the Federation or his/her designee.

19. The Federation shall be provided a minimum of one (1) bulletin board in each school in a place readily accessible to and normally frequented by all teachers for the posting of notices and other materials relating to Federation activities. The bulletin board allocated shall be identified with the name of the Federation and the authorized representative of the Federation or his/her designee shall have the responsibility for posting materials on the bulletin board. The Federation agrees that nothing of a derogatory nature shall be placed upon such bulletin boards.

20. In schools where the Federation representative is unavailable at a particular time, a teacher or regular staff member of the Federation will inform the principal or designee of his/her presence and the purpose of the visit. Upon such proper identification, the rights of an authorized Federation representative will be accorded. Where there are multiple building representatives, one shall be designated by the Federation as the head building representative for purposes of contact with the principal.

21. The Board will deduct from the pay of each teacher from whom it has received or receives an authorization to do so the Federation’s annual membership fee in uniform dollar amounts. Such deduction will be made annually within a ten (10) month period, excluding the months of July and August. All deductions will be made in equal payments from each regular paycheck. The authorization for membership dues deduction shall remain in effect throughout the term of this Agreement. A revocation of any membership may only
commence immediately following the expiration of this Agreement, provided timely notice of same shall be submitted to both the Board and the Federation by certified letter at least thirty (30) days prior to the expiration date of this Agreement. The fees and a list of the teachers from whom they have been deducted and the amount deducted from each shall be forwarded to the Federation office no later than thirty (30) days after such deductions are made. The Federation agrees to defend, indemnify, and hold harmless the Board in connection with any cost or litigation arising out of any deductions made pursuant to this Section.

22. A maximum of five (5) teachers who are elected or appointed to full-time positions with the Federation, the Pennsylvania Federation of Teachers or the American Federation of Teachers will, upon proper application, be granted one (1) year leaves of absence for the purpose of accepting those positions. Such leaves may be renewed from year to year upon request by the Federation, except that the maximum leave time available to any particular teacher shall in no event exceed a period equal to his or her years of continuous service in the Pittsburgh Public Schools at the time of granting of the first leave, provided, however, that those on Federation leave continuously since prior to December 31, 1972, will be deemed to have first been granted such leave as of January 1, 1976. Teachers granted such leaves of absence shall retain all benefits as though they were in regular service, except that there shall be no accumulation of additional sick leave and personal leave. Such teachers shall also continue to accrue seniority for salary increments and all other purposes as though they were in regular service, except that the number of such annual increments while on Federation leave shall be limited to a maximum of four (4) commencing with the first annual increment due following the start of such leave. The Federation shall reimburse the Board in full for all salary costs, benefit costs, and employer costs incurred by the Board in making available the leaves provided for under this Section. Upon return from such leaves of absence, teachers shall be placed in accordance with the provisions of Article 31.
23. Whenever members of the bargaining unit are by mutual agreement of the parties scheduled to participate during working hours in collective bargaining negotiations, they shall be excused without loss of pay or diminution of any fringe benefits. The Federation agrees to reimburse the Board for any substitution costs where the Board provides a day-to-day substitute replacement and to reimburse the Board should any payments be necessary to other teachers under the provisions of Article 97, Compensation for Loss of Preparation Periods. Whenever members of the bargaining unit are by mutual agreement of the parties scheduled to participate as witnesses during working hours in arbitration hearings, they shall continue to be excused without loss of pay or diminution of any fringe benefits.

ARTICLE 3
SAVINGS CLAUSE AND EMPLOYER RIGHTS

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

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

ARTICLE 4
DEFINITIONS

Where used in this Agreement:

1. “School” shall mean any work location or functional division or group.
2. "Board" shall mean the Pittsburgh Board of Public Education and its administrative departments.

3. "Principal" shall mean the administrator of any work location or functional division or group.

4. "Representation Unit" shall continue to include teachers, counselors, nurses, social workers, psychologists, coordinators, dental hygienists, and any other professional employee categories included among those eligible to participate in the May 23, 1968 and May 20, 1970 collective bargaining elections.

5. "Teacher" shall mean teacher(s) or any other member(s) of the representation unit.

6. "Teaching" shall mean teaching and any other professional service provided by members of the representation unit.

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

8. The singular shall include the plural.

9. Middle school teachers shall continue to be regarded as secondary school teachers, except as may be provided otherwise under the terms of specific Articles of this Agreement.

ARTICLE 5
FAIR PRACTICES

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

ARTICLE 6
HEADINGS

Any headings preceding the text of the Parts and Articles herein are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of any of the Parts and Articles, or of the Agreement.
ARTICLE 7
BOARD POLICY MATTERS

The parties mutually agree that the Articles and Sections appearing in Part B of this Agreement have been included in the Agreement pursuant to the "meet and discuss" provisions of Section 702 of Act 195 of 1970.

Any proceedings initiated under Article 25 of this Agreement in relation to the Articles and Sections of Part B shall be presented at the third level. If the third level decision is appealed, such an appeal shall be undertaken in accordance with Section 11 b of Article 25.

With respect to the Articles and Sections of Part B and notwithstanding any other provisions of Article 25 any arbitrator selected by the parties shall have authority only to find that the Board has not implemented, or has incorrectly applied, said Articles or Sections, and shall have no authority to alter, amend or change said Articles or Sections in any manner whatsoever. Upon any finding that the Board has not implemented, or has incorrectly applied, any of said Articles or Sections, the Board shall reexamine its action and shall institute appropriate remedial action.
PART B
BOARD POLICY MATTERS

ARTICLE 8
CLASS SIZE

1. The following shall constitute what are reasonable class sizes for all schools.

a. Elementary schools:
   (1) Primary grade levels, including kindergarten — twenty-five (25) students.
   (2) Intermediate grade levels — twenty-eight (28) students.

b. Middle schools:
   (1) Academic classes — twenty-eight (28) students.
   (2) Related arts and other nonacademic classes — thirty-four (34) students (except for performing groups).
   (3) Physical education classes — forty (40) students.

c. High schools:
   (1) Academic classes — thirty (30) students.
   (2) Nonacademic classes — thirty-four (34) students (except for performing groups).
   (3) Physical education classes — forty-three (43) students.

2. Classes in an individual school may range between plus or minus six (6) of the applicable reasonable class size figure, except that this provision shall not necessarily apply to every single class within the school. Integration of special education students into related arts and physical education classes at an individual elementary school(s) could cause these ranges to be exceeded at that elementary school(s), in accordance with the procedures that were utilized by the Board in this regard during previous Agreements.

3. Class sizes in an individual school shall not average in excess of five (5) more than the applicable reasonable class size figure.

4. The actual average class sizes, on a school-system-wide basis (not on an individualized school basis), for each
of the eight (8) total class size categories indicated in Section 1 (not separate subject areas, grade levels, etc. within those eight (8) class size categories) shall not exceed two (2) more than the applicable reasonable class size figures provided under Section 1.

5. Class sizes in vocational education, industrial arts, business education, and home economics shall continue not to exceed the number of stations available in the assigned classroom area. The number of stations in such classrooms shall continue to be maintained at levels consistent with the school-system-wide established standards and practices in effect during the 1977-78 school year. The provisions of this Section do not require any changes in procedures and practices that were utilized in assigning students to such classrooms during the 1977-78 school year, but do require at least the continuation of these procedures and practices.

6. Class sizes for various special education classes are covered under Article 9, Special Education, Section 9, Subsection b.

7. Within each individual school, class sizes for various grade levels, departments, and subject areas shall continue to be balanced reasonably, in accordance with practices followed during the term of the 1976-78 Agreement.

8. The definitions and procedures for calculating and reporting both actual class sizes and average class sizes, both on an individual school basis and on a school-system-wide basis, that were utilized during previous Agreements shall be continued during the term of this Agreement.

9. Information on actual class sizes and on average class sizes will be compiled annually by the Board prior to November 1 of each school year and will be made fully available to the Federation at that time.

**ARTICLE 9**
**SPECIAL EDUCATION**

1. The Board will continue its efforts to provide and maintain special education programs for educable mentally, retarded (EMR), socially and emotionally
disturbed (S&ED), learning disabled (LD), and other handicapped students consistent with the organization of schools by age/grade level and the approved system-wide feeder pattern. Some examples of these efforts are the following:

a. The Board will continue its efforts to provide and maintain at least one (1) class for educable mentally retarded students in each secondary school (senior highs and middle schools).

b. The Board will continue its efforts to provide and maintain S&ED classes for socially and emotionally disturbed students in every high school.

c. The Board will continue its efforts to provide LD classes for learning disabled students at the secondary schools level (senior high schools and middle schools).

2. Effective with the 1978-79 school year the Board shall provide one (1) special education certified spare teacher to work primarily with PMR classes and TMR classes at Conroy Education Center.

3. Handicapped students (educable retarded, visually handicapped, speech/hearing handicapped, socially and emotionally disturbed, and learning disabled students) should be integrated with regular students in both academic and nonacademic classes. No more than five (5) students shall normally be assigned as part of any one of these classes and in no event shall more than six (6) such students be so assigned. Integration into regular mainstream classes, particularly academic classes, shall be based on pupil readiness as indicated on the Individualized Education Program (IEP) developed by the special education teacher, building administrator or designee, and the student’s parent.

4. An otherwise qualified handicapped student is not to be prohibited from participation in interscholastic sports because he/she is in a special education program.

5. The primary and intermediate educable mentally retarded students shall not be assigned to the same class. Efforts shall continue to be made to schedule socially and emotionally disturbed, learning disabled and other handicapped students on a basis that provides separate primary grade and intermediate grade
special education classes. Should there be a mixed primary and intermediate grades special education class, a teacher may recommend to the principal that a student(s) who appear(s) to be unsuited for placement in such a class, due to the presence of the primary grade(s) children, be transferred to an intermediate grade(s) special education class. If the principal agrees with the recommendation and following verification by the Division for Exceptional Children of the advisability of such a transfer, such request shall be honored insofar as is possible.

6. Continuing efforts shall be made to locate special education classrooms in the mainstream area of the school.

7. Efforts will be made to provide psychiatric consultation services for use by teachers of socially and emotionally disturbed students on a regular basis.

8. The records of students assigned to special education classes shall be maintained in accordance with the "Standards for the Confidentiality of Education Records of Exceptional Children." The Board shall continue to purge from the transcript of every special education student any reference to the student’s having been enrolled in a special education program. This latter provision shall not apply to those associated with the Pittsburgh Scholars Program or with other programs for gifted students.

9. The following class size maxima and class size provisions applying to various special education classes shall be maintained throughout the term of this Agreement.

a. The class size maxima and provisions for special education classes contained in Subsection b of this Section have been developed by the Board and the Federation based on three criteria:

(1) Class size maxima for various special education classes that are provided under Section 341.35 b (4) of the “State Standards for Special Education.”

(2) Established special education class size standards and practices in the Pittsburgh Public Schools.

(3) Necessary educational considerations applicable to the operation of effective special education classes and programs.
b. Class size maxima applying throughout the term of this Agreement to various special education classes shall be as follows:

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Elementary Schools Resource Room 6 15
Middle Schools 6 15
High Schools 6 15
Itinerant 4 50
Speech & Language 4 90
Itinerant
Gifted
Elementary Schools 18 90
Middle Schools 18 90
*With One (1) Aide
**With Two (2) Aides

c. If it is necessary in a given class period to exceed the class size maximum because of scheduling, a compensating reduction at least equal to the same number of students shall occur within that teaching schedule for some other class period(s) during the school day, so that the average “equivalent full-time daily membership” shall not exceed the specified “maximum equivalent full-time daily membership” that is provided under Subsection b.

ARTICLE 10
READING PROGRAMS AND READING TEACHERS

1. The Board agrees to staff annually at least one (1) full-time reading diagnostician position (a teaching position to be filled by a certified reading specialist having a full testing and prescriptive background). The purpose of this position(s) is to assure that third graders at schools not served by the Reading Achievement Center (RAC) Program who appear to be experiencing serious difficulty in learning to read will be able to be individually examined during each school year. A diagnosis and summary of recommendations for each such child will be given to the child’s regular teacher at a conference with that teacher held at the conclusion of the testing of each such school’s involved third graders. $25,000 shall be provided annually by the Board to fund this program.

2. The Board shall maintain reading specialist teaching
positions which were filled in the 1977-78 school year, except that maintenance of those reading specialist positions which are federally funded shall be subject to the continued availability of federal funds for that purpose.

3. The Board shall provide one (1) reading teacher for each academic interdisciplinary teaching team in each of the middle schools.

4. The Board agrees that a priority for in-service training programs at the primary grades level is the development of specific techniques for teachers to utilize in providing improved reading instruction, reading assistance, and other reading-related services to students.

5. The Board in its discretion shall provide in-service training to reading specialists.

6. Reading teachers who taught in the RAC program during the 1977-78 school year, but who currently lack permanent reading specialist certification, shall be entitled to remain as teachers in the RAC program if they are enrolled in a reading specialist certification program and have a reading specialist intern certificate no later than the end of the first semester of the 1978-79 school year. Any teacher so enrolled must successfully achieve permanent certification by August 31, 1980.

ARTICLE 11
ATHLETICS PROGRAMS AND REIMBURSEMENTS — SENIOR HIGH SCHOOLS AND MIDDLE SCHOOLS

The following annual reimbursements and related provisions applying to athletics shall be in effect over the term of this Agreement.

1. $4,500 annually to each senior high school, to cover both boys’ and girls’ athletics combined.

2. Transportation reimbursements for senior high schools:

   a. 100% of the cost of transportation to all regularly scheduled varsity and junior varsity games in City League play for all sports. This includes both boys’ and girls’ teams.
b. In addition, 100% of the cost of transportation for the following exhibition games:

(1) Basketball (boys and girls) — All exhibition games, except that reimbursement for transportation shall be restricted to those games which are within a radius of fifty (50) miles.
(2) Swimming, volleyball, and tennis — At least four (4) exhibitions (two boys and two girls) in each sport.
(3) Baseball — At least three (3) exhibitions for boys only.
(4) Softball — At least three (3) exhibitions for girls only.
(5) Track and Cross Country — At least two (2) (one boys and one girls) in each sport.

3. Officiating reimbursements for senior high schools:

a. 100% of the cost of officiating fees for all regularly scheduled varsity and junior varsity games in City League play for all sports. This includes both boys’ and girls’ teams.

b. In addition, 100% of the cost of officiating fees for all of the following exhibition and tournament games:

(1) Basketball — All exhibition games for both boys’ and girls’ teams.
(2) Swimming — At least two (2) exhibitions, applying separately to both boys’ and girls’ swimming teams.
(3) Volleyball — At least two (2) exhibitions and two (2) tournaments, applying separately to both boys’ and girls’ volleyball teams.
(4) Baseball — At least three (3) exhibitions, applying to boys’ baseball team only.
(5) Softball — At least three (3) exhibitions, applying to girls’ softball team only.
(6) Track — At least one (1) exhibition, applying separately to both boys’ and girls’ track teams.
(7) Cross Country — At least one (1) exhibition, applying separately to both boys’ and girls’ cross country teams.

4. a. $600 annually to each middle school to cover both boys’ and girls’ athletics combined.

b. Transportation costs and officiating fees will be paid by the Board for all regularly-scheduled inter-
scholastic basketball games at the middle schools level for both boys’ and girls’ basketball teams.

5. Intramural programs shall continue to be provided in all middle schools, with programs available to both boys and girls. Application of this provision shall continue to be dependent upon the availability and/or adequacy of student transportation.

6. The program of reimbursements for interscholastic athletics will continue to be administered by the Section on Interscholastic Athletics.

7. Monies for athletics at each school shall be maintained in an individual account, separate from any general fund which a particular school may have.

ARTICLE 12
PHYSICAL EDUCATION AND ATHLETICS

1. Physical education classes shall be maintained at all grade levels for boys and girls according to federal or state mandates. This provision applies to the separate or integrated male-female student composition of physical education classes.

2. Pupils participating in varsity athletics shall be scheduled to gym for the last period of the school day insofar as possible so that scheduled game times can be met without loss of time from academic subjects.

3. Minimum standards involving athletic and physical education facilities at all schools to be newly constructed shall be maintained under the direction of the Section on Interscholastic Athletics, covering at least the following areas:

   a. field(s) 
   b. gymnasium(s) 
   c. pool(s)* 
   d. dressing rooms 
   e. shower facilities* 
   f. health class facilities 
   g. equipment

   These criteria shall be maintained for high schools, middle schools, and elementary schools.

   *not required in elementary schools

4. The Board will continue its efforts to improve and expand the administrative procedures and funding policies dealing with girls’ interscholastic athletics, intramurals, and physical education activities.
5. The sites listed below may be employed, but are not required to be employed, for playoff and championship contests in the following sports:
   a. Football: Three Rivers Stadium
   b. Basketball: Civic Arena
   c. Baseball: Three Rivers Stadium
   d. Track: University of Pittsburgh
   e. Swimming: University of Pittsburgh

6. In each school year during the term of this Agreement a limited interscholastic athletics program in basketball will be conducted in the middle schools, with separate teams and separate coaches for boys and girls. ("Limited" means that the program will be less extensive than for senior high school basketball.)

ARTICLE 13
MIDDLE SCHOOLS INTERDISCIPLINARY TEACHING TEAMS

1. During the term of this Agreement, the Board agrees to assign five (5) full-time teachers, or the equivalent, to each middle schools academic interdisciplinary teaching team, one (1) of whom shall be a full-time reading teacher. "Or the equivalent" includes within its meaning that less than five (5) full-time teachers may be assigned to a team in situations where underenrollment may so warrant or that more than five (5) teachers may be assigned to a team in a new or revised organization of the middle schools which alters the way in which teachers are assigned to teaching teams, provided the class size requirements of Article 8 and the number of teaching periods requirements of Article 41 are met.

2. Efforts shall be made to assign one (1) instructional aide to each middle schools academic interdisciplinary teaching team.

ARTICLE 14
MAJOR DISCIPLINE AREAS

1. The "School Discipline Code and Procedures" shall continue as in effect at the time of the execution of this
Agreement, or as may be amended by the Board in the future. The Federation shall be consulted during the development of any amendments or additions to the "School Discipline Code and Procedures" and of regulations relating thereto, such consultation to take place prior to the adoption by the Board of any such amendments, additions, or regulations.

2. The Board and administration shall continue to support teachers and other members of the representation unit covered under this Agreement in the appropriate and proper exercise of disciplinary authority relating to students in accordance with applicable provisions of the "School Discipline Code and Procedures" or of any other established and published Board policies and procedures for dealing with student misconduct. This Board and administration support shall include situations wherein the exercise of appropriate and reasonable physical restraint in relation to students may be necessary on the part of teachers and other professional employees covered under the terms of this Agreement during unusual or emergency circumstances affecting order either within the school and its immediate environs as a whole or within individual classrooms.

a. The Board’s Legal Department shall continue to provide its assistance to the teachers and other professional employees covered under the terms of this Agreement where such assistance is appropriate and necessary in matters arising out of the proper exercise of disciplinary authority relating to students in accordance with the "School Discipline Code and Procedures." In providing assistance, the Legal Department’s primary obligation shall be to protect the Board’s best interests and where, in the opinion of the Board Solicitor, such protection conflicts with protection of the teacher, the teacher and the Federation shall be so advised, and any Legal Department assistance shall be confined thereafter to those areas, if any, wherein such conflict does not exist.

b. Effective January 1, 1979, the School Board shall budget at least five thousand dollars ($5,000.00) annually to provide legal representation for teachers and other professional and paraprofessional School Board personnel in criminal actions initiated by
those personnel against students involving student offenses and discipline in the schools, including where a teacher is pressing charges against a student arising from an assault upon the teacher. The Legal Department shall utilize these funds to provide this legal representation in those cases which the Legal Department determines after consultation with the Federation, meet the following criteria:

1. A conflict of interest does not exist concerning the interests of the School Board.
2. The litigation has not arisen solely from a personal antagonism.
3. The case if prosecuted could benefit the School Board and teachers and other professional and paraprofessional personnel in maintaining fair and effective discipline in the School System.

3. All incidents of school-connected assaults upon students or Board personnel, including teachers, shall be reported to the Superintendent of Schools through the office of the appropriate Assistant Superintendent. The reports shall be available to the Division of Security Services. Appropriate procedures shall continue to be established and maintained by the Superintendent of Schools to insure the completeness of the assault reports.

4. A monthly report on the numbers and percentage of absenteeism, tardiness, and class cutting among students shall be submitted to the Superintendent of Schools for each individual school or other educational center. The information contained in such reports shall be available to the Board of Public Education upon request.

5. Federation representatives shall be provided with any orientation or explanation of the “School Discipline Code and Procedures” and its application, similar to any provided to school administrators.

6. The Federation and the Board have considered for a number of years the question of whether or not paddling should be available as a disciplinary method in the Pittsburgh School System. The Federation recognizes that the Board policy in effect at the time of the execution of this Agreement excludes paddling as a disciplinary device in the schools.
The Federation continues to maintain its position that paddling, particularly at the elementary and middle school levels, is an effective and proper disciplinary tool. The Federation advocates that paddling authority rest with the school principal or principal's designee, and not with individual teachers. The Federation also supports the principle that individual parents should have the opportunity to exclude their children from being paddled, provided such parents assume disciplinary responsibilities themselves.

The Federation intends to continue its position in this matter and will again be formally presenting said position to the Board, through the School Board public hearing process, during the term of this Agreement.

7. The Board shall print and distribute to each teacher during the 1978-79 school year a complete copy of the "School Discipline Code and Procedures." This copy shall also include the full set of attendance standards for students. Teachers newly-hired for the 1979-80 school year shall also receive copies of this distribution.

8. The School Board and the administration, in consultation with the Federation, agree to continue to enforce the strict school attendance standards in effect during the 1976-78 Agreement period. Attendance shall mean both absence from school and the cutting of individual classes.

9. The administration and the Federation agree to meet during the 1978-79 school year to discuss procedures for the handling of in-school suspensions and problems related thereto, with particular emphasis being placed on these matters as they affect middle schools and elementary schools having middle school grades children in them. Both parties agree to work in good faith to develop procedures with regard to in-school suspensions which are mutually acceptable. Procedures that are developed through this process shall become effective no later than the start of the 1979-80 school year.

10. In-school suspensions, should they be employed at any school, shall continue to be understood to be a procedure to be utilized as a supplement to regular out-of-school suspensions.
ARTICLE 15
ELEMENTARY SCHOOLS

1. The Board will be working in the 1978-79 school year and the 1979-80 school year to improve the provision and distribution of special subject teachers in the elementary schools to teach the four (4) areas of art, music, library and physical education, with principal emphasis on the intermediate grades (grades 4 through 8). Provisions dealing with both elementary school specialist teachers and academic relief teachers are contained in Article 40, Elementary School Teaching Schedules and Teaching Day, Section 3.

2. Utilization of the daily ESEP periods at all elementary schools shall continue as prescribed by the Department of Elementary Schools during the term of the previous Agreement.

ARTICLE 16
EMPLOYMENT OF SPARE TEACHERS

The present procedure of hiring spare teachers to replace teachers who are absent shall continue as follows:

1. A minimum of forty (40) spare teacher positions shall continue to be authorized for each school year. (Note the related provisions of Article 29, System-Wide Seniority and Layoff-Recall Provisions, Section 6.)

2. Spare teachers, who are regular professional employees, shall be considered to fill full-time substitute vacancies for which they may qualify at their assigned schools or at other schools. (See also Article 34, Teacher Vacancy Lists, Section 4.)

ARTICLE 17
ALLOTMENT OF FUNDS FOR SENIOR HIGH SCHOOL AND MIDDLE SCHOOL MUSIC-RELATED EXPENSES

1. Each senior high school shall continue to be provided an annual allowance of $1,000 to be used for replacement and for cleaning of band uniforms, choir robes
and other items of dress related to the conduct of the senior high school's musical program.

2. Each middle school shall continue to be provided an annual allowance for the same purposes on the following basis:
   a. Two and three house middle schools — $500.
   b. Other middle schools — $300.

ARTICLE 18
SUMMER SCHOOL EMPLOYMENT CRITERIA

1. Factors for consideration by the Board in making summer school teaching assignments shall be the following. These factors are not necessarily listed in the order of their importance.
   a. Preference point totals as defined in Section 5 of this Article.
   b. Qualifications for the summer school teaching position. Teachers shall only be eligible to serve in summer school teaching assignments in the area(s) of certification in which they are actually teaching during either the school year in which summer school application is being made or the immediately preceding school year, irrespective of any other certification(s) teachers making application may hold.
   c. Past performance in regular school year teaching assignments and/or in summer school teaching assignments. Teachers receiving unsatisfactory ratings for the school year in which summer school application is being made shall not be eligible for summer school employment. Teachers receiving unsatisfactory ratings for the summer school session immediately preceding the school year in which summer school application is being made shall not be eligible for summer school employment.

2. No person who is not a classroom teacher in the Pittsburgh Public School shall be employed as a summer school teacher, unless no other qualified applicant is available for a particular assignment.
3. In the case of summer driver education only, professional personnel who are paid on the teachers’ salary schedule and who are certified in driver education shall be eligible for a driver education assignment.

4. Preference point totals and certification will be utilized in determining which teachers are appointed to teaching schedules that include afternoon laboratory sessions in science courses such as chemistry and physics and also for any longer-day and/or additional-week(s) assignments for driver education teachers. This same principle shall apply to summer school library assignments and to any other summer school teaching opportunities which may involve any longer-day and/or additional-week(s) assignments. Teachers must have listed at the time of making summer school application any experience for which preference points are awarded in order for that experience to qualify for preference point credit.

5. Summer school preference point totals are determined as provided below. A teacher can earn no more than one (1) preference point per summer. Full time shall mean two (2) or more weeks of at least five (5) hours per day, provided that the assignment is completed unless completion was excused by the Department of Personnel and Employee Relations.

   a. Years of previous professional summer employment in the Pittsburgh Public Schools as a summer school teacher or on full-time summer curriculum and/or textbook committees — one (1) point per summer to a maximum credit of seven (7) points. These summer assignments must be Board funded. (City Parks and Recreation cannot be considered Board funded.)

   b. Years as a regular teacher in the Pittsburgh Public Schools — one (1) point per year to a maximum credit of ten (10) years.

   c. Participation in the Pittsburgh Public Schools summer fellowship program — one (1) point per successfully-completed summer fellowship.

   d. Teaching in the paraprofessional summer grant program or other non-summer-school summer teaching assignments in the Pittsburgh Public Schools — one (1) point per summer.
e. Participation in full-time summer workshops conducted by the Pittsburgh Public Schools that conflict with the time during which summer school is in operation — one (1) point per summer of such participation.

f. Regular service as a summer employee of the Pittsburgh Public Schools in a professional position only in the following categories — one (1) point per summer.
   (1) Connelley Skill Center programs
   (2) NYC employment only if in professional capacity
   (3) Adult Basic Education
   (4) Census work only if in professional capacity

g. Where total point compilations for two (2) or more candidates are equal, then tie breakers shall be applied in the following order of priority:
   (1) Number of points beyond seven (7) gained through previous summer school teaching, curriculum work, or textbook selection (see Section 5a).
   (2) Years of service in the Pittsburgh Public Schools beyond ten (10) years.

ARTICLE 19
TIMETABLE FOR SUMMER SCHOOL POSTINGS AND NOTIFICATION OF EMPLOYMENT

1. Solicitation for summer school applications shall be posted no later than March 30, except in cases where funding approval comes late.

2. Submission by teachers of applications for summer school teaching positions shall be due between the date of posting and April 15.

3. The initial number of necessary summer school teaching staff shall receive notification of their school placements and subject assignments as soon as these placements and assignments have been determined, except in courses which normally require a laboratory assignment. Only subject assignments will be given in these cases.
4. Additional summer school teaching staff shall be notified of employment, school, and subject assignment as expeditiously as is possible.

5. All summer assignments are subject to Board approval.

ARTICLE 20
EVENING SCHOOL EMPLOYMENT

1. Factors for consideration by the Board in making evening school teaching assignments shall be the following. These factors are not necessarily listed in the order of their importance.
   a. Preference points totals as defined in Section 3 of this Article.
   b. Qualifications for the evening school teaching position.
   c. Past performance in regular school year teaching assignments and/or in evening school teaching assignments. Teachers receiving unsatisfactory ratings for the school year in which evening school application is being made shall not be eligible for evening school employment. Teachers receiving unsatisfactory ratings for the evening school session during the school year in which evening school application is being made shall not be eligible for evening school employment.

2. No person who is not a classroom teacher in the Pittsburgh Public Schools shall be employed as an evening school teacher, unless no other qualified applicant is available for a particular assignment.

3. Evening school preference point totals are determined as provided below. A teacher can earn no more than one (1) preference point per evening school year.
   a. Years of previous professional evening school employment in the Pittsburgh Public Schools as an evening school teacher — one (1) point per year to a maximum of seven (7) years.
   b. Years as a regular teacher in the Pittsburgh Public Schools — one (1) point per year to a maximum credit of ten (10) years.
c. When total point compilations for two (2) or more candidates are equal, then tie breakers shall be applied in the following order of priority:

1. Number of years of professional evening school employment beyond seven (7) gained through previous evening school teaching.
2. Years of service in the Pittsburgh Public Schools beyond ten (10) years.

ARTICLE 21
SCHEDULE FOR CLOSING DAYS
OF SCHOOL IN
SENIOR HIGH SCHOOLS

1. The final examination schedule in all senior high schools shall commence six (6) school days prior to the close of the regular school year, exclusive of any individual school holidays or general school holidays that may occur at that time.

2. The following calendar shall be observed for these final six (6) school days in senior high schools:

a. First Day — opening day for final examinations
   morning — two one-hour final examinations
   lunch — no school lunch period for any students (all students shall be dismissed for the remainder of the day following completion of the second examination of the morning)
   afternoon — correction by teachers of final examinations

b. Second Day— closing day for final examinations
   morning — two one-hour final examinations
   lunch — no school lunch period for any students (all students shall be dismissed for the remainder of the day following completion of the second examination of the morning)
   afternoon — correction by teachers of final examinations

c. Third Day — except for the very last day of school (the school day on which report cards are picked up), this is the final school day for students
morning —a complete daily schedule of 20-minute periods, with normal time allotted for change of classes, shall be provided for book returns by all students

lunch —no school lunch period for any students (all students shall be dismissed for the remainder of the day following completion of the final 20-minute period)

afternoon —correction by teachers of final examinations
d. Fourth Day—correction by teachers of final examinations, clerical work, in-service, and staff meetings
e. Fifth Day —final full day for closing clerical work, in-service, and staff meetings
f. Sixth Day —final day of regular school year
   (1) distribution of final report cards to students
   (2) completion by teachers of all clerical duties

3. No students shall be permitted at school during these final six (6) days, except as follows:
   a. when scheduled during the mornings of the first and the second days for a final examination (a student who does not have a final examination scheduled at a particular test time either shall not report to school or shall leave school at such times, whichever applies)
   b. during the morning of the third day, at which time books are being returned by students
   c. when picking up their report cards in the morning of the final day of the regular school year
   d. for scheduled conferences or appointments with teachers, counselors or other school personnel
   e. for other authorized appointments on school matters

4. Student honors assemblies and closing programs shall be scheduled prior to the first day for final examinations as defined under Section 2a of this Article.
5. Teachers without final examinations to correct and/or without homeroom assignments shall continue to be available for professional and professional clerical duties and in-service.

ARTICLE 22
SCHEDULE FOR SENIOR FINAL EXAMINATIONS AND FINAL GRADES

The following schedule for senior final examinations and final grades shall be observed throughout all school years falling wholly or partially within the term of this Agreement. This Article has been amended to conform with the provisions of Pennsylvania Basic Education Circular 30-76, dated May 18, 1976.

1. Senior subject teachers shall inform principals of all probable, as well as possible, senior failures by the close of the third full school week in May.

2. A final examination schedule for seniors shall be posted no later than the close of the third full school week in May. This examination schedule shall include provision for individual teachers to administer senior examinations within their regularly scheduled class periods.

3. Senior examinations shall be given no later than from the thirteenth school day through the tenth school day prior to the regular close of the school year.

4. Senior honors assemblies shall be scheduled during the final five (5) school days for seniors.

5. A day falling no later than the ninth school day prior to the regular close of the school year shall be set aside for book returns by seniors and for whatever other senior functions may be designated by principals. This shall be the final school day for seniors.

6. Following the final five (5) school days for seniors, seniors may only return to school for the following purposes:
   a. rehearsal for graduation
   b. picking up caps and gowns
   c. picking up yearbooks (only if yearbooks were not available prior to the close of the last five (5) school days for seniors)
d. scheduled individual conferences with counselors, teachers, etc., concerning summer school, college admission, transcripts, job placement, etc.

e. picking up report cards (only if not picked up at graduation)

f. other authorized appointments with school personnel

7. Final failing grades for seniors shall be handed in no later than 9:00 A.M. of the first school day following the final school day for seniors.

8. All other senior final grades (nonfailures) shall be in the hands of the homeroom teachers no later than 9:00 A.M. of the third school day following the final school day for seniors.

9. Senior homeroom teachers shall record all final senior grades on “permanent record” cards and on “collection of marks” cards, and they shall have senior report cards prepared, no later than 9:00 A.M. of the fifth school day following the final school day for seniors.

10. Senior teachers shall continue to be available for professional and professional clerical duties, in-service training, etc., after graduation of the senior class. Substitution services by senior teachers after graduation of the senior class may be required in accordance with the provisions of Article 51, Substitution Services by Full-Time Teachers, Section 3.

**ARTICLE 23**

**SCHOOL CALENDAR**

The Board and the Federation will continue to “meet and discuss” the school calendar prior to adoption by the Board of a calendar for a following school year. These discussions shall include the setting of the schedule of paydays to be observed during that following school year.

**ARTICLE 24**

**JOBS FOR STUDENTS AND GRADUATES**

The School Board will continue to assist students in finding summer and senior job opportunities during the term of this Agreement.
Definitions

A grievance is a difference concerning:

1. a deviation from, or an interpretation or an application of, an administration-approved practice, a system-wide established practice, or a Board-adopted policy, relating directly to those working conditions of teachers that are proper subjects for bargaining under Act 195; or

2. an arbitrary or capricious change in any of the same; or

3. compliance, interpretation, or application of any existing law, rule, regulation or policy which relates to or involves the professional employee(s) in the exercise of his/her or their assigned duties; or

4. a violation, interpretation, application, or meaning of any provision of this Agreement.

Procedure

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

FIRST LEVEL

2. A grievance shall be presented in writing on a form mutually agreed upon by the Federation and the Board, through or by a Federation representative to the principal, either within ten (10) school days after the circumstances giving rise to the grievance or within ten (10) school days after the date when the grievant could reasonably be expected to be aware of the circumstances giving rise to the grievance.

3. Upon receipt of a grievance in writing, the principal and, if he/she elects, one (1) additional administrative
representative who is not a designated employer representative at some later level of this grievance procedure, shall, within five (5) school days, meet and confer with the grievant, if any, and the Federation representative. At this conference the facts shall be brought out and an effort made to adjust the matter to the satisfaction of all concerned.

4. The principal shall make a decision and communicate it in writing to the grievant, if any, and the Federation representative within five (5) school days after completion of the conference.

SECOND LEVEL

5. The decision of the principal may be appealed in writing, within five (5) school days after its receipt, by the Federation representative to the appropriate Assistant Superintendent.

6. Within ten (10) school days after receipt of the written appeal, the Assistant Superintendent or his/her designee shall meet and confer with the grievant, if any, and the Federation representative or the head of the Federation Grievance Committee.

7. The Assistant Superintendent or his/her designee shall make a decision and communicate it in writing to the grievant, if any, the Federation representative, the head of the Federation Grievance Committee, and the principal within ten (10) school days after the completion of the conference.

THIRD LEVEL

8. The decision of the Assistant Superintendent or his/her designee may be appealed in writing, within five (5) school days after its receipt, by the head of the Federation Grievance Committee to the Executive Director of Personnel and Employee Relations.

9. Within ten (10) school days after receipt of the written appeal, the Superintendent of Schools or the Executive Director of Personnel and Employee Relations or a designee of either, shall meet and confer with the grievant, if any, the head of the Federation Grievance Committee and the president of the Federation.

10. The Superintendent of Schools or the Executive Director of Personnel and Employee Relations or the designee of either shall make a decision and com-
municate it in writing to the grievant, if any, the head of the Federation Grievance Committee, the president of the Federation, the principal and the Assistant Superintendent or his/her designee, within ten (10) school days after completion of the conference.

FOURTH LEVEL

11. The decision of the Superintendent of Schools or the Executive Director of Personnel and Employee Relations or the designee of either may be appealed by the president of the Federation as follows:

a. Grievances as defined in definitions 1 and 3 above may be appealed by the president of the Federation from level three to the Board, such appeals to be initiated within five (5) school days after receipt of the third-level decision.

A hearing by the Board or its designated Subcommittee shall be held within twenty (20) days after receipt of an appeal, with five (5) days notice being given to all parties of the time and place of the hearing.

The decision of the Board or its designated Subcommittee shall be rendered within fifteen (15) days after the hearing. The decision of the Board or its designated Subcommittee shall be final and binding on the parties.

b. Grievances as defined in definition 2 above may be appealed by the president of the Federation from level three to the Board, such appeals to be initiated within five (5) school days after receipt of the third-level decision.

A hearing by the Board or its designated Subcommittee shall be held within twenty (20) days after receipt of an appeal, with five (5) days notice being given to all parties of the time and place of the hearing.

The decision of the Board or its designated Subcommittee shall be rendered within fifteen (15) days after the hearing. The decision of the Board or its designated Subcommittee may then be further appealed by the president of the Federation within five (5) school days after its receipt to the American Arbitration Association for arbitration under its rules. The arbitrator shall hold a hearing within thir-
ty (30) days after appointment. Ten (10) days notice shall be given to all parties of the time and place of the hearing. Within thirty (30) days after completion of the hearing, the arbitrator shall render a decision. The decision, including awards, of the arbitrator shall be final and binding on the parties. Any decision of the arbitrator requiring legislation by an agency other than the Board will only be effective if such legislation is enacted. The costs of arbitration shall be equally shared by the parties to the arbitration.

c. Grievances as defined in definition 4 above may be appealed by the president of the Federation from level three to the American Arbitration Association for arbitration under its rules, such appeals to be initiated within five (5) school days after receipt of the third-level decision. The arbitrator shall hold a hearing within thirty (30) days after appointment. Ten (10) days notice shall be given to all parties of the time and place of the hearing. Within thirty (30) days after completion of the hearing, the arbitrator shall render a decision. The decision, including awards, of the arbitrator shall be final and binding on the parties. Any decision of the arbitrator requiring legislation by an agency other than the Board will only be effective if such legislation is enacted. The costs of arbitration shall be equally shared by the parties to the arbitration.

12. No arguments or facts may be introduced at an arbitration proceeding unless they have been presented at some previous level of this grievance procedure, or unless they were not reasonably available to the parties prior to the arbitration.

13. An arbitrator shall not render any decision which conflicts with or alters this Agreement.

14. A grievance based on the action of authority higher than the principal shall be initiated at the lowest level consistent with this grievance procedure. The general procedures relating to that level shall apply to the presentation and adjustment of the grievance, including the right of appeal.

15. The Federation may initiate a grievance, including a group grievance, at any proper level of this procedure.
16. Failure to communicate a decision at any level of this procedure within the specified time limit shall permit the grievance to be advanced to the next higher level.

17. Additional time at a specific level of this procedure may be granted by mutual agreement between the parties.

18. Conferences and hearings held under this grievance procedure, except arbitration hearings, shall be scheduled at times either after school hours or when the involved teacher(s) is not assigned teaching or other functions, and shall be scheduled in a manner and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses.

19. The Federation may waive participation by any of its listed representatives at the various levels of this procedure, except for the grievant, if any, or may designate alternates for its listed representatives, but appeals to bring the grievance to the next higher level may only be taken by the appropriate Federation representatives specifically listed in this procedure or by the Federation president.

20. Neither of the parties, nor counsel, nor the arbitrator shall employ the use of any visual or sound recording devices at any stage of this procedure without the prior written consent of all other parties.

21. The School Board shall have the right to file a grievance against the Federation concerning Federation compliance with this Agreement, and process same to arbitration, such a grievance to be initiated at the third level of this grievance procedure.

22. Grievances which extend beyond the normal school year shall continue to be processed, with "weekdays" (except Saturdays and holidays) being substituted in the procedure for all references to "school days" except as the parties may mutually agree otherwise.

23. Nothing contained in this grievance procedure is intended to restrict or limit the rights of any individual as provided under Section 606 of Act 195, effective October 21, 1970.
ARTICLE 26
TEACHER RATINGS

1. A copy of the rating shall be given to a teacher each
time the teacher is rated.

2. If a teacher disagrees with a rating, the teacher shall be
given an opportunity to present his/her reason(s) for
disagreement.

3. A teacher who wishes to disagree with a rating must
indicate dissatisfaction within five (5) school days after
receipt of the rating and request a rating conference
with the principal.

4. "Unsatisfactory" ratings for teachers must contain an
explanatory anecdotal comment.

5. "Below-average" ratings for teachers must contain an
explanatory anecdotal comment.

6. Teachers receiving an "unsatisfactory" or "below-
average" rating may, if they object to a rating and/or
to an anecdotal comment, file a rebuttal which will
become part of those teachers' permanent personnel
files, along with the rating. They may also request a
conference with the appropriate Assistant Director of
Personnel.

7. "Satisfactory" ratings for tenured professional
employees shall not contain negative anecdotal com­
ments or check marks. Constructive criticism, if any,
shall be confined to a rating conference between
teacher and administrator.

8. The rating scale for tenured teachers shall be on a two-
point scale of either "satisfactory" or "unsatisfac­
tory," with the provision that a rating of "below
average" may be utilized in situations where a teacher's
performance is marginal or bordering on "unsatisfac­
tory."

9. The rating scale for nontenured teachers shall be on a
five-point scale of "excellent," "above average," "average," "below average," and "unsatisfactory."

10. All annual ratings for tenured teachers shall be
distributed no later than twenty (20) calendar days
prior to the close of the school year.

11. All semiannual ratings for nontenured teachers shall be
distributed no later than twenty (20) calendar days
prior to the close of a semester.
12. "Unsatisfactory" ratings may be submitted to teachers in extraordinary situations, separate from the time specifications listed above, with a copy submitted to the Division of Personnel which may be included in the teacher's personnel file.

13. In the event a teacher is given an unsatisfactory rating for any paid extra service, such as coaching, extracurricular activities, or select teacher positions, then the applicable rating procedures contained in this Article, including anecdotal comments, shall be applied.

ARTICLE 27
DUE PROCESS APPEALS FROM DISCIPLINARY ACTIONS AGAINST TEACHERS

Teachers may be subject to disciplinary action only for just cause. Whether there is just cause for a disciplinary action may be the subject of a grievance under Article 25, Grievance and Arbitration Procedures.

ARTICLE 28
RETENTION OF STAFF IN SCHOOLS WITH CLOSED POSITIONS

The following criteria shall be used for purposes of determining which teacher(s) shall be required to transfer from and which teacher(s) shall be entitled to remain at schools wherein a closing of position(s) is occurring.

1. Definitions of seniority:

a. Total system-wide seniority (system seniority) is consecutive time as a regular teacher, other professional employee, or other promoted employee since most recent date of hire, including any time spent on Board-approved leave(s) of absence but not including time employed in a full-time substitute status.

b. Individual school seniority (building seniority) is consecutive time or credited time as a regular teacher at the involved individual school, exclusive of full-time substitute time and exclusive of any time
spent on Board-approved leave(s) of absence other than sabbatical leave, military leave, and Board-paid exchange teaching leave. Building seniority includes any time spent at an earlier school from which a teacher was required to transfer due to a closing of positions.

c. Regular teachers assigned simultaneously at more than one (1) school shall receive proportional credit for individual school seniority at each of the schools to which they are assigned.

d. Regular part-time teachers shall receive proportional seniority credit commensurate with the amount of regular part-time service rendered. This provision shall apply both to individual school seniority and to total system-wide seniority.

2. Within applicable areas of certification and in accordance with the remaining provisions of this Article, credited building seniority shall be the prevailing seniority factor in determining the right of a teacher(s) to remain at a school wherein a closing of position(s) is occurring, provided, however, that:

a. The parties jointly agree that integration of a faculty shall be a factor for consideration in staffing; and

b. So long as separate physical education classes for boys and for girls are being conducted at a school, the Board will continue its policy of maintaining a balance between the number of male physical education teachers and the number of female physical education teachers assigned to the school.

3. Procedures to determine seniority in the event of either voluntary transfers or transfers due to a closing of positions:

a. If a teacher voluntarily transfers to another school, the teacher shall receive building seniority credit at the new school equal to one half ($\frac{1}{2}$) of his or her system seniority.

b. If a teacher is required to transfer to another school due to a closing of positions at his or her former school, that teacher shall transfer his or her building seniority as credited building seniority to the new school to which he or she is assigned.
4. Procedures for tie breaking:

If individual school seniority of two (2) or more teachers is the same, the following tie breakers shall be applied in the order listed. All teaching service, to be credited, must have been rated satisfactory.

a. Total system-wide seniority,

b. In the case of elementary teachers, intermediate experience compared to primary experience, or vice versa,

c. Full-time substitute service immediately preceding regular teaching service,

d. Previous regular service in Pittsburgh Public Schools,

e. Previous full-time substitute service in Pittsburgh Public Schools,

f. Previous regular service in another public school district,

g. Nonpublic school teaching experience (½ credit or ½ credit, whichever is applicable), or

h. Placement on eligiblity list at time of hire.

5. No full-time or day-to-day substitute positions or teachers will be retained at the involved school(s).

6. Teachers who receive an unsatisfactory rating for the school year in which these staff retention criteria are being applied surrender any seniority rights as far as these staff retention criteria are concerned.

7. Certification requirements will be followed in approving any teacher to fill an open position at the involved school or at a school to which the teacher may apply to transfer.

8. If teachers affected by the closing of a position(s) at the elementary school in which they are teaching do not wish to accept a new assignment at the same elementary school in the opposite elementary cycle from their present elementary cycle, they shall be permitted to request a transfer.

9. If teachers affected by the closing of a position(s) at the secondary school in which they are teaching do not wish to accept a new assignment at that same school, they shall be permitted to request a transfer.
10. Teachers who are transferred as a result of closing of position(s) will be given a choice of vacant positions, insofar as is possible, before new teachers are hired.

11. In assigning displaced teachers who must transfer as a result of closing of position(s) the Board shall also examine the normal transfer applications of experienced teachers.

12. All teachers who have been rated satisfactory and who desire to return to the school from which they were transferred as a result of closing of position(s) will be entitled to return to that school at the first available future vacancy at that school for which they are eligible, subject to the applicable integration provisions of Section 2, Subsection a and in accordance with the voluntary transfer provisions of Section 3, Subsection a. Such returns shall normally be confined to the start of a new school year or start of a new semester. Failure by a teacher to exercise the option to return to his or her former school at the first available future vacancy at that school shall terminate any further entitlement for that teacher to return to said former school.

13. Full utilization will be made of positions left unoccupied as a result of retirements, resignations, promotions, transfers, leaves, and other such occurrences before any of these retention criteria are required to be applied.

14. Teachers, other professional employees, or other promoted employees who are displaced from a promotional or other nonteaching position back to a teaching position shall receive credit for individual school seniority at the school to which they are assigned or reassigned equal to the amount of individual school seniority they had attained at the last school to which they were assigned in a teaching capacity immediately prior to their acceptance of a promotional or other nonteaching position.

15. Teachers whose former schools either are closed or are completely changed in status shall transfer their individual school seniority for that school to the school to which they are reassigned, except if that school is a new school or a school whose status has been completely changed.
16. Teachers who are assigned to a new school or to a school whose status has been completely changed shall all have the same individual school seniority at the time of the opening of that school. Such teachers' seniority rankings, therefore, shall be determined by their comparative total system-wide seniority.

17. Teachers transferring building seniority into a new school or into a school whose status has been completely changed, at any time following the opening of that school in its new or changed status, shall only be entitled to building seniority credit not to exceed the amount of time the school has been in operation in either its new or its changed status.

18. A teacher assigned to a school for the duration of a semester or school year under the provisions of Article 34, Section 3, shall only receive building seniority credit starting with the following semester or school year and only if that teacher then continues to be assigned at that school in a permanent capacity. This provision shall apply to spare teachers, as well as to newly-hired teachers, other regular teachers, and full-time substitute teachers.

19. A teacher, in order to remain at a school in which a closing of positions is occurring, shall continue to have the right to exercise his or her building seniority in all areas in which the teacher is certified, irrespective of whether or not the teacher has taught, or is teaching, in a particular area in which he or she is certified.

20. Following mutual agreement between the Board and the Federation in certain special situations, the parties may continue the practice of permitting a teacher to retain, or to continue to accrue, building seniority at his or her original school while serving in a temporary capacity or acting capacity, at Board request, in a teaching position or in some other position either at some other school or at the teacher's original school. The provisions of this Section shall be limited to a maximum of one (1) year during which the teacher may retain the right to return to his or her former teaching position at the teacher's original school.
ARTICLE 29
SYSTEM-WIDE SENIORITY AND LAYOFF-RECALL PROVISIONS

1. Definition of system seniority and procedures for tie breaking:

   a. Total system-wide seniority (system seniority) is consecutive time as a regular teacher, other professional employee, or other promoted employee since most recent date of hire, including any time spent on Board-approved leave(s) of absence but not including time employed in a full-time substitute status.

   b. If the system seniority of two (2) or more teachers is the same, the following tie breakers shall be applied in the order listed. All teaching service, to be credited, must have been rated satisfactory.

      (1) Full-time substitute service immediately preceding regular teaching service.
      (2) Previous regular service in Pittsburgh Public Schools.
      (3) Previous full-time substitute service in Pittsburgh Public Schools.
      (4) Previous regular service in another public school district.
      (5) Nonpublic school teaching experience (1/2 credit or 1/3 credit, whichever is applicable).
      (6) Placement on eligibility list at time of hire.

2. Total system-wide seniority (system seniority) shall continue to be the sole applicable seniority criterion to be applied in any layoff (suspension under the terms of the Pennsylvania School Code) of a teacher(s).

3. A teacher shall continue to receive system seniority credit at the time of a layoff in all areas of certification he/she may hold, irrespective of which certification(s) he/she has taught in or is currently teaching in.

4. Should any teacher be faced with a layoff, such a teacher must be notified of that layoff not later than August 1, with the actual layoff, unless subsequently rescinded, to be effective with the start of the school year. (Unemployment Compensation eligibility for laid-off teachers commences immediately following the close of school in June, and entitlement to benefits is
retroactive to the close of school in June for teachers whose layoff notice may be received later in the summer.) In the case of certain federally-funded teaching or other positions, wherein the Board has been unable to receive confirmation of funding for a following school year prior to August 1, or wherein the Board may be notified of a curtailment or termination of such funding after that date, layoff notification to affected personnel, either those personnel in the actual federally-funded positions or those personnel who indirectly become subject to layoff because of the loss of said federally-funded positions, may be sent by the Board subsequent to the August 1 date.

5. No layoff(s) of a teacher(s) shall occur during the course of any school year, other than possibly immediately following the start of the school year in an unforeseen circumstance or as per the exception due to federal funding provided for in Section 4, except if the layoff(s) is due to a funding loss or a funding inadequacy in a budget not fully under the Board's direct control (i.e., a budget other than the Board’s mainstream budget).

6. Teachers who face layoff shall continue to be entitled to placement as spare teachers each year under the provisions of Article 16 before any new teachers may be hired as spare teachers, subject to the proviso that reasonable quotas of spare teachers in any single certification shall continue to be observed. In the event that teachers who otherwise would be laid off are placed as spare teachers, such placements shall continue to be made immediately with the first teacher day of the school year.

7. A laid-off teacher may elect:
   a. To go on layoff and continue his/her life insurance and hospitalization coverage for the first twelve (12) months of laid-off status by paying the full costs of same to the School District each month.
   b. To go on layoff and drop all benefits, except severance pay entitlement, for the duration of the layoff.
   c. To resign at any time following the layoff and receive his/her severance pay benefits.
8. The Board will cooperate with the Federation in seeking to assure that laid-off teachers may continue their membership in the Pennsylvania Public School Employees' Retirement System by electing to keep their prelayoff retirement contributions in the Retirement Fund and in having interest continue to accrue to their accounts during any period of layoff in the same manner as it would during their active employment.

9. Laid-off teachers will continue to be recalled to service in the order of their system seniority, subject to certification, with the most senior teacher being recalled first and so on. No new teachers may be hired until all laid-off teachers in their areas of certification either have been reinstated or have declined an appropriate offer of reinstatement.

10. Teachers who are recalled from layoff shall be offered a choice of assignments before newly-hired teachers having the same certifications are placed. Recalled teachers who have the same certification and who are recalled at the same time shall be offered assignments in the order of their system seniority. Assignments of recalled teachers shall also continue to be made after the disposition of regular teacher transfer applications and the assignment of displaced teachers have been handled, as provided for under Article 28, Retention of Staff in Schools with Closed Positions, Sections 10 and 11. The provisions of this Section shall continue to be subject to considerations applying to faculty integration.

11. Teachers who are given layoff notice, which is later rescinded before any actual layoff has occurred, provided the provisions of Section 9 are complied with, shall be covered under the provisions of Article 28, Retention of Staff in Schools with Closed Positions, Section 12, insofar as the right to return to their former school is concerned.

12. The PFT will continue to be provided full seniority lists by certification categories prior to the dissemination of any layoff notices to teachers. The PFT will also be provided seniority lists covering teachers on layoff status in order to monitor recall procedures.

13. Should any layoffs or displacements occur that may involve teachers going from one professional employment category to another, or that may involve nonunit
professional personnel going to teaching positions, they shall be handled in the same manner as was done during the term of the previous Agreement. Seniority lists within the involved professional job classifications shall continue to be provided to the PFT to cover such situations.

14. A teacher who is suspended from active employment through layoff and then subsequently recalled will receive increment (anniversary) credit for the entire month in which he/she is recalled to active employment, irrespective of whether that teacher was recalled for all or only some of the workdays in that month. Such teachers will receive service credit, for increment purposes only, retroactive to the first day of the month in which they are recalled. (This provision has no bearing on the practice that will continue to apply to the increment (anniversary) date for newly-hired teachers who are hired after the first workday in any month. Their anniversary month, for increment purposes only, will continue to be the month immediately following the one during which they were hired.)

ARTICLE 30
INDIVIDUALIZED EDUCATION PROGRAMS (IEPs)

Preparation of Individualized Education Programs (IEPs) for all exceptionalities, including those served at Conroy Education Center and Pioneer School, shall be handled as follows:

1. The Board shall provide each special education teacher, including teachers of the gifted, with a minimum of six (6) hours of workshop training annually. These six (6) workshop hours are to provide special education teachers time for Individualized Education Program (IEP) development. In addition, each special education teacher, but not including teachers of the gifted, shall be allotted two (2) days annually for which a substitute teacher will be provided. (In the case of itinerant special education teachers, while these two (2) days will be allotted, substitution services will not be provided.) These two (2) allotted workdays are to provide time for special education teachers of handicapped pupils to develop Individu-
alized Education Programs (IEPs) for their pupils and to participate in IEP parent conferences. [A special education teacher(s) who has a small number of students making up his or her list of total students served may not require all six (6) workshop hours for IEP development and/or may not require both of the two (2) days for which substitute relief is provided. Any substitute relief days that are not provided to such a teacher(s) shall be available to provide an extra day(s) of substitute relief to a special education teacher(s) who may require an additional day(s) beyond the required two (2) days per teacher that are provided under this Section in order to complete the development of IEPs for his or her pupils and to participate in additional IEP parent conferences. Approval for any such additional day(s) of substitute relief beyond the required two (2) days shall be necessary from the Director of the Division for Exceptional Children.] The provisions of this Section are subject each school year to the continued availability of funding through the Commonwealth of Pennsylvania.

2. Parent conferences for IEP purposes shall not be held during the involved special education teacher’s preparation period, except in an extraordinary circumstance.

3. IEP parent conferences shall normally be held during the school day, utilizing the substitution provisions of Article 51 and the loss of preparation period provisions of Article 97. These loss of preparation period provisions do not apply to a preparation period of a special education teacher, should such a preparation period be interrupted or lost (under the extraordinary circumstance referred to in Section 2 of this Article) due to participation by that special education teacher in an IEP parent conference.

4. Parent conferences shall not be held after school hours, except in extraordinary circumstances. In such instances, teachers shall be compensated for after-school-hours parent conferences at the evening school hourly rate.
ARTICLE 31
LEAVES OF ABSENCE PROVISIONS

1. Teachers on ordinary leave without Board pay for study or other professional purposes shall continue to receive advancement on the salary schedule while on such leave, provided the purpose(s) for which said leave was taken is fulfilled by the teacher. Other professional purposes shall include, but shall not be limited to, research fellowships, Peace Corps, Teacher Corps, VISTA, and exchange teaching. Such leave shall not ordinarily be granted until the teacher has completed two (2) years of service after appointment from an eligibility list. Military leave shall continue to be provided irrespective of the number of years of service with the Board.

2. Salary schedule advancement for teachers on sabbatical leave, military leave and Board-paid exchange teaching leave shall continue to be provided.

3. Maternity leave and maternity-related provisions:
   a. Teachers who are employed in regular full-time positions shall be entitled to maternity leave in accordance with the provisions of this Agreement and with Board policy in effect at the time of the execution of this Agreement.
   b. All female teachers shall be entitled to maternity leave, regardless of length of service.
   c. The right of female teachers to use sick leave instead of the maternity leave provisions of Subsection 3 b shall continue to apply to the actual time of disability due to childbirth and the period of recovery immediately thereafter. If this provision for the use of accumulated sick leave at the time of childbirth and any period of disability immediately preceding or following that time (or unpaid leave if the employee has exhausted all of her sick leave days) is used, then a maternity leave may not be taken by the employee.

This sick leave provision is applicable to all female personnel. No medical examination may be required by the School Board for at least six (6) weeks after the birth of the child; however, the period of absence under sick leave provisions may only be for any period of disability.
d. Persons on maternity leave are covered under Section 5 and Section 6 of this Article. Maternity leave is limited to a maximum of one (1) year, but may be of shorter duration, and is not included in the provisions of Section 7 of this Article.

e. Premature termination of pregnancy shall continue to be covered under sick leave provisions.

f. Pregnancy will continue no longer to have any bearing on the application for, or the continuation of, sabbatical leaves for any female teachers who are eligible for sabbatical leaves.

g. A female teacher who takes a maternity leave of six (6) weeks, or less, shall not have any change made in her original increment (anniversary) date.

4. Leave shall be available to teachers, if requested, in the event of the placement for adoption and subsequent adoption of a child.

5. Teachers on approved leaves may continue to participate in applicable fringe benefit programs provided by the Board under the same conditions that would be in effect during regular employment, except as provided in Section 7 of this Article. However, no additional sick leave days shall be accumulated during sabbatical leaves.

6. Upon termination of a teacher’s approved leave of absence, the teacher shall be returned to the same position, in the same school or schools, from which the teacher was granted leave of absence. Placement of the teacher in a position other than that held at the inception of the leave shall not be for arbitrary or capricious reasons.

7. Leaves of absence are not ordinarily extended into a second year. If a leave exceeds one (1) year, the returning teacher need not be placed as provided in Section 6 of this Article. The teacher granted such extension will pay his/her own and the Board’s share of the cost of any fringe benefits which the teacher wishes continued in the extended leave period. Extension of any leaves referred to in Section 2 above will be governed by the appropriate provisions of the School Code.

8. Teachers on ordinary leave without Board pay for study or other professional purposes shall be considered to be in regular full-time daily work attendance
and have the right to continue membership in and make contributions to the Pennsylvania Public School Employees' Retirement System, subject to applicable requirements of said Retirement System.

9. Leaves without Board pay for reasons of health and other serious personal reasons may also be granted, subject to Board approval. Such leaves, if granted, shall not include provision for salary schedule advancement.

10. Leaves of absence due to disability, except for work-related disability for which employee is receiving Workmen's Compensation, are limited to a maximum of one (1) year.

11. Short-term leaves of absence with loss of pay lasting three (3) or more consecutive workdays may only occur following approval by the Board of Public Education upon recommendation of the Superintendent. In order for such leave requests to be processed, a letter requesting leave with loss of pay for three (3) or more consecutive workdays and bearing the signature of the appropriate principal or department head must be in the office of the Division of Personnel at least three (3) weeks prior to the date of the intended absence. Notification will be made to the applicant as to the disposition of the request. In case of an emergency unpaid absence of three (3) or more consecutive workdays, the employee shall submit an explanation to the Division of Personnel as soon as possible either during or immediately following the period of emergency unpaid absence. Such an emergency unpaid absence shall also require the approval of the Board of Public Education, though such approval, if granted, would of necessity occur after the fact of the involved absence. Unpaid absences of one (1) or two (2) workdays shall continue to be administered by the appropriate principal or department head in accordance with the Division of Personnel directives.

12. The following requirements applying to travel sabbaticals were negotiated and mutually agreed upon between the Board and the Federation during the term of the 1976-1978 Agreement, to be implemented beginning with the 1977-1978 school year and for placement in this Agreement. These requirements shall continue to apply to sabbatical leaves for travel that are granted
to eligible teachers and other professional employees of the Pittsburgh Board of Public Education:

a. Not less than 50% of the semester or school year, (2½ months or 5 months), whichever is applicable, shall be the minimum amount of time to be spent in travel status while on a travel sabbatical. For calendar year professional personnel this minimum requirement shall be 50% of the half year or full year (3 months or 6 months), whichever is applicable.

b. Application for travel sabbatical must include a proposed itinerary, including dates. The Department of Personnel and Employee Relations shall receive notification of address and travel status once a month during the travel sabbatical leave. A summary (brief written description) of travel shall be provided to the Board upon return.

c. Failure to fulfill the travel sabbatical requirements of the Board and/or the originally-proposed itinerary may result in the forfeiture of school seniority (building seniority) credit for the time spent on sabbatical leave, and/or the receipt of a letter of reprimand to be considered for future sabbatical or other leave eligibility.

d. None of the above shall be interpreted to restrict the Board from taking action either to rescind or terminate a travel sabbatical or to recover all or part of the salary or benefits paid during a travel sabbatical leave, such Board action liable to be taken either because of failure to comply with Board requirements for the granting of sabbatical leaves, including travel sabbatical leaves, or because of failure to comply with sabbatical leave requirements as provided under the Pennsylvania School Code.

ARTICLE 32
COURT ATTENDANCE AND JURY DUTY

1. A teacher who is called for service as a witness in court or for jury duty shall continue to be excused without loss of pay. Any compensation received for such service or duty shall be remitted to the Board or an equivalent amount shall be deducted from the teacher’s
salary or wages; this requirement shall continue not to be applicable when such service or duty occurs on a snow day or other emergency day that is subsequently to be rescheduled (made up) under the provisions of Article 48, Snow and Other Emergency Days, Section 1.

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

ARTICLE 33
PERSONNEL FILE PROCEDURES

Permanent personnel files shall be maintained under the following conditions:

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

2. The teacher shall have the right to answer the material referred to above in writing, and to have his/her answer attached to the file copy.

3. Upon written request by the teacher to the Executive Director of Personnel and Employee Relations, made personally or through the mails, the teacher, on proper identification, will be permitted to examine the material in his/her personnel file, such examination to take place at a mutually agreeable time and in the presence of a personnel officer. The teacher shall not ask to examine any preemployment information contained in the file. The teacher shall indicate in writing that he/she has examined his/her file.

4. Normally no examination of personnel files will be requested during the two (2) weeks immediately preceding the opening of school in September, during the week preceding and the week following the close
of the first semester, and during the first two (2) weeks and the last two (2) weeks of the school year.

5. No anonymous communication shall be placed in the personnel file of any teacher.

ARTICLE 34
TEACHER VACANCY LISTS

1. Posting of teaching vacancy lists will be made so that all teachers will be informed of available teaching vacancies. Except as otherwise provided in this procedure, positions shall not be permanently filled or promised for permanent filling until appropriate posting procedures have been followed.

2. Lists shall be posted in all schools and at the Administration Building on December 1, January 2, May 1, May 15, and June 1. A posting will be made only at the Administration Building on June 15 and July 1. Vacancies occurring between July 1 and September 20 need not be posted prior to permanent filling.

3. Any vacancy occurring during the school year will be filled by a full-time substitute teacher or a regularly appointed teacher, who will be notified that the appointment is for the duration of the semester or school year, with the possibility of another assignment at the end of such period. Such position shall be considered a vacant position for purposes of posting at the next appropriate posting date.

4. Spare teachers who are regular professional employees may temporarily fill permanent openings for which they may qualify that occur at their assigned schools or at other schools, but such openings must be posted and available for application city wide as provided in the procedures for posting of teaching vacancies.

5. The posting of teacher vacancy lists is for the purpose of informing teachers and others of available opportunities and does not constitute any offer or guarantee of selection.
ARTICLE 35
TRANSFER APPLICATION PROCEDURES

1. A teacher as defined for purposes of transfer shall be any person who is on the Teacher Salary Schedule as a regular employee whose initial appointment was made from an eligibility list.

2. To be eligible for transfer, a teacher must be properly certificated, have the qualifications required for the position, have completed two (2) years of service with the Pittsburgh Public Schools subsequent to appointment from an eligibility list, and have a satisfactory performance record.

3. Requests for transfer must be submitted in person at the Administration Building, Division of Personnel, on forms provided by the Superintendent of Schools. They may be submitted at any time, but to be considered for the following school semester, all requests must be submitted no later than the fifth day following the posting of any list.

4. Requests for transfers may include schools and positions not on the vacancy list.

5. Teachers who desire to transfer to another building may make this request by listing not more than two (2) choices of schools in order of preference. Preferences for grade(s) and subject(s) may be indicated.

6. All transfers shall be made by the Division of Personnel. No Board-initiated transfer shall be made for arbitrary or capricious reasons. Posting of teacher vacancy lists is for the purpose of informing teachers of available vacancies and does not constitute any offer or guarantee of transfer since it is necessary for the Division of Personnel to consider several additional factors in making its final decision concerning filling of vacancies.

ARTICLE 36
PROMOTIONAL OPPORTUNITIES

In order that all teachers, counselors, and other nonsupervisory and nonadministrative professional employees may be aware of promotional opportunities that exist, certain promotional opportunities will be posted publicly, prior to being filled or promised for filling.
1. The promotional opportunities to be posted will include all those positions for which teachers, counselors, social workers, department chairmen/chairwomen, instructional chairmen/chairwomen, team leaders, specialist teachers, and all other non-supervisory and nonadministrative professional employees are eligible. These promotional opportunities shall include positions as counselor, vice principal, elementary principal, department chairman/chairwoman, instructional chairman/chairwoman, coordinator, supervisory specialist, team leader and other such positions.

2. Postings of promotional opportunities shall include a brief statement of the requirements for the position (except for positions as counselor, principal and vice principal) and the necessary qualifications for eligibility.

3. The posting of promotional opportunities will be at all schools and at the Administrative Building.

4. The times of posting will be November 1, December 1, January 2, April 1, May 1 and June 1. The November, December and January postings will include promotional opportunities effective for both February 1 and September 1.

5. Promotional opportunities for September 1 and February 1, that become known after June 1 and January 2 respectively, will be posted at the Administration Building only. These postings will be done for June 15 and July 1 insofar as the period after June 1 is concerned. The one (1) week period normally allowed before filling a position need not be observed after the July 1 and January 2 postings, or when an emergency or unexpected opening occurs, if that opening must be immediately filled.

6. Professional employees eligible for various promotional opportunities will have one (1) week from the time of posting of the available position to make application.

7. Teachers who apply for promotional opportunities shall receive written notice from the Division of Personnel of the receipt of their applications.
8. The posting of promotional opportunities is for the purpose of informing teachers and others of available opportunities and does not constitute any offer or guarantee of selection.

ARTICLE 37
PROFESSIONAL OPPORTUNITIES

1. Professional opportunities available to teachers within a given school will be announced to all teachers by posting on the bulletin board. This is intended to include (but not be limited to) coaching, various extracurricular and intramural assignments within the school, and faculty manager of athletics, regardless of whether these are paid or time-compensated assignments.

2. Such postings need only be made when the previous teacher who handled the assignment is no longer continuing in that capacity or when a new professional opportunity has been introduced.

3. Appointments to these positions will not be made until at least one (1) week after the initial announcement, so that interested teachers may have an opportunity to apply.

4. Professional opportunities available to teachers city wide will be posted in all schools for at least two (2) weeks prior to being filled. Such opportunities will include, but not be limited to, summer school, evening school, curriculum work, adult basic education, similar educational programs, and special program opportunities.

5. Opportunities which develop during the summer will be posted at the Administration Building.

6. The posting of professional opportunities is for the purpose of informing teachers and others of available opportunities and does not constitute any offer or guarantee of selection.
ARTICLE 38
METHOD OF SALARY PAYMENT

1. Teachers shall be paid on an approximately twice-monthly basis during the regular school year. The first pay shall be scheduled for approximately the middle of September and the final pay shall be scheduled for the last day of the regular school year.

2. All salary checks and other compensation paid to individual teachers shall be sent, delivered or presented in sealed individual envelopes.

ARTICLE 39
ANNUAL SUMMARY STATEMENTS TO TEACHERS

1. Teachers shall receive annual summary statements containing at least the following information:
   a. Sick leave accrual
   b. Value of group life insurance
   c. Salary step, level, advanced study credit, increment date, select teacher differential, Special Education differential, and longevity increment
   d. Such additional information as may be appropriate to add to this list from time to time

2. Such annual summary statements shall be received by teachers no later than December 1 of each school year.

3. These annual summary statements shall reflect the teacher’s status as of the first day of the new school year, except that the amount shown for group life insurance is the coverage which became effective October 1 of that year, based upon the salary status as of September 1.
PART D
TEACHING CONDITIONS

ARTICLE 40
ELEMENTARY SCHOOL TEACHING SCHEDULES AND TEACHING DAY

Elementary school teaching schedules and teaching day, preparation periods, and assignment of specialist teachers and/or academic relief teachers shall be handled as follows:

1. Teachers in elementary schools shall normally be scheduled to teach seven (7) class periods per day. Exceptions shall not be made for arbitrary or capricious reasons, and may occur only for the reasons cited under Section 2 of this Article. Preparation period provisions applying to elementary school teachers shall be cited in Section 3 and Section 4 of this Article.

2. Exceptions to these normal elementary school teaching schedules are for the purpose of completing necessary department or school scheduling needs within individual elementary schools and are subject to full compliance with all applicable provisions of Section 3 of this Article. Such exceptions shall be rotated from year to year among the faculty insofar as is consistent with necessary scheduling considerations and requirements. Teachers assigned to an exceptional schedule shall be relieved of homeroom assignments insofar as this can be accomplished while fulfilling necessary scheduling requirements.

3. Efforts shall continue to be made to provide all elementary school teachers five (5) preparation periods per week, with these preparation periods being provided as much as possible on a one (1) preparation period per day basis. The following minimum provisions covering preparation periods for elementary school teachers shall be in effect during the term of this Agreement:

   a. Beginning with the 1978-79 school year, all elementary school teachers, except kindergarten teachers and elementary school special education teachers, shall be guaranteed a minimum of four (4) preparation periods per week.
(1) The provisions of Subsection 3 a shall be implemented, at least in part, by the addition of academic relief teachers and/or elementary school specialist teachers, including itinerant specialist teachers, in the four (4) areas of library, music, art, and physical education, with the principal emphasis on placement of these specialist teachers to be in the intermediate grades (grades 4 through 8) and at schools which lacked specialists in at least some of these four (4) areas at the intermediate grade levels during the 1977-78 school year. Elementary school specialist teachers and academic relief teachers shall be assigned at least four (4) preparation periods per week, except when such teachers travel during their preparation periods, in which case the payment provisions for lack of preparation periods (Article 96) shall continue to apply.

(2) Elementary schools which had specialist teachers teaching all or some of the specialty areas during the 1977-78 school year shall have no reduction in the allotment of specialist teaching services during the term of this Agreement, except where enrollment loss at a school warrants such a reduction rather than the loss of an academic teacher.

(3) Elementary schools which provided all teachers, or nearly all teachers, five (5) preparation periods per week, during the 1977-78 school year shall continue to do so during all school years falling within the term of this Agreement. Where a teaching position(s) is lost at a particular such school, some deviation from the previous preparation period allocation at that school could occur.

(4) Kindergarten teachers will be provided a minimum of two (2) preparation periods per week, in addition to any adjustments in ESEP requirements that may be made to provide credit for one (1) additional preparation period per week, by releasing the kindergarten teacher from two (2) ESEP periods per week. Every effort shall continue to be made to provide regular preparation periods during the school day to kindergarten teachers. Those elementary
schools whose kindergarten teaching schedules provided more than two (2) regular preparation periods per week during the 1977-78 school year shall continue to provide at least that same number of preparation periods for kindergarten teachers throughout the term of this Agreement.

(5) Each elementary school shall provide at least the same number of preparation periods per week for special education teachers at that school as were provided to special education teachers at that school during the 1977-78 school year, except where mainstreaming opportunities for a particular special education teacher(s) may change from one year to the next.

b. Effective with the 1979-80 school year, academic relief teachers and/or specialist teachers shall be assigned at all elementary schools in such a way as to provide five (5) preparation periods per week for all elementary school teachers at the intermediate grade levels, except special education teachers. Elementary school specialist teachers and academic relief teachers shall be assigned five (5) preparation periods per week, except when such teachers travel during their preparation periods, in which case the payment provisions for lack of preparation periods (Article 96) shall continue to apply.

(1) Provision of any additional specialist teacher(s) and/or academic relief teachers at an individual elementary school under the provisions of Subsection 3 b shall only be required to the extent necessary to provide five (5) preparation periods per week for intermediate grade teachers and shall not necessarily require that all four (4) speciality areas in these schools be taught by specialist teachers. However, provision of these specialist teachers and/or academic relief teachers will also be permitted to improve preparation period conditions for primary grades teachers, including kindergarten teachers, and special education teachers, to the extent that this may naturally occur.

(2) All other provisions of Subsection 3 a shall continue in effect during the 1979-80 school year.

4. Any elementary school teacher having fewer than five (5) preparation periods per week shall continue to receive
salary compensation as provided under Article 96, Compensation for Lack of Preparation Periods. In allotting preparation periods at a particular elementary school, any teacher who wishes to surrender his or her preparation periods to another teacher in order instead to receive salary compensation under the provisions of Article 96 shall be permitted to do so, but only to the extent of providing preparation periods to another teacher(s) at that school who has fewer than five (5) preparation periods per week.

ARTICLE 41
SECONDARY SCHOOL TEACHING SCHEDULES AND TEACHING DAY

1. Teachers in secondary schools shall normally be scheduled to teach five (5) class periods per day. Exceptions shall not be made for arbitrary or capricious reasons, and may occur only for the reasons cited under Section 2 of this Article and subject to all applicable further provisions of this Article.

a. The standard secondary school teaching schedule shall be five (5) teaching periods, one (1) duty period, one (1) preparation period and a homeroom or homeroom-time assignment.

b. Vocational teachers who teach two (2) vocational classes daily, each three (3) periods in length, may continue to be assigned six (6) teaching period schedules, but shall be covered by all other applicable provisions of this Article.

2. Exceptions to these normal secondary school teaching schedules are for the purpose of completing necessary department or school scheduling needs within individual secondary schools and are subject to full compliance with all applicable further provisions of this Article.

a. Exceptional schedules, if any, shall be rotated from year to year among the faculty insofar as is consistent with necessary scheduling considerations and certification requirements.

b. Teachers who receive an exceptional schedule shall be relieved of homeroom assignments insofar as this can be accomplished while fulfilling necessary
scheduling requirements, unless they request or voluntarily accept a homeroom assignment.

c. Teachers having exceptional schedules shall be given the first choice of which period of the day their daily preparation period will be scheduled. This provision shall not necessarily apply in the middle schools.

d. Teachers having exceptional schedules shall be relieved of any duty assignments, except possible homeroom coverage or assistance in an emergency situation.

3. Teachers in middle schools shall normally be scheduled as follows:

a. Teachers shall normally be scheduled to teach five (5) teaching periods per day or the modular equivalent of five (5) teaching periods, plus one (1) period or the modular equivalent of one (1) period, to be utilized, by way of example but not by way of limitation, for the following purposes: directed activities, in-service training, planning, conferences, tutorial work, duties, study assistance, etc. Exceptions shall not be made for arbitrary or capricious reasons, and may only occur as provided under Section 2 of this Article.

b. No more than twenty (20) minutes shall be applied to routine homeroom assignment functions.

c. A minimum of five (5) teaching periods per week or the modular equivalent shall be available to each teacher as preparation time. Daily preparation time of one (1) period or the modular equivalent in consecutive mods shall be assigned to all teachers insofar as can be accommodated in the preparation of teacher schedules. In addition, where modular scheduling is involved, no fewer than two (2) consecutive mods shall be scheduled on any day as preparation time in the regular schedule for any teacher.

d. Teachers shall be scheduled daily to a minimum of a thirty (30) minute duty-free lunch period.

e. Teaching periods shall be no more than forty-five (45) minutes in length.

f. A large group teaching presentation shall not exceed sixty (60) minutes or its modular equivalent.
g. The middle school schedule may continue to provide team planning time at the end of three (3) school days each week following student dismissal, in accordance with scheduling standards followed at middle schools throughout the term of the previous Agreement. However, in such an event the total amount of assigned work time per week shall continue not to exceed five (5) times the amount of assigned work time in the regular middle school workday.

4. All secondary school teachers shall continue to have a minimum of one (1) daily preparation period as part of their regular teaching schedules. (Middle school teachers, as provided under Subsection 3 c of this Article, could have a minimum of five (5) preparation periods per week rather than the minimum of one (1) daily preparation period.)

5. Provisions covering exceptional schedules, if any, at a secondary school:
   a. Every effort shall continue to be made in scheduling teachers at a secondary school to provide all teachers, without exception, the standard five (5) teaching period schedule.
   b. No more than two (2) teachers in any single department at a secondary school may be assigned a six (6) teaching period schedule, except for the vocational teachers referred to in Section 1 b who teach two (2) three-period vocational classes per day. This provision shall apply to all departments, both academic and nonacademic, no later than the start of the 1979-80 school year. [An academic department shall be defined in the normal way that a department has been defined in the past. A nonacademic department, for purposes of applying this Subsection only, shall be defined as any group of teachers within a school, including only one (1) or two (2) teachers, who have the necessary certification to teach the same, or nearly the same, subjects. (For example, art and music would each be separate nonacademic departments. Physical education would be a single nonacademic department. Among the academic departments, only foreign languages would also be subject to the above distinctions applying to nonacademic departments, except that where a
language teacher(s) is certified to teach, and teaches, more than one (1) foreign language, this factor shall be taken into account.)

(1) At the senior high schools this provision shall apply only to academic departments during the 1978-79 school year. (In a senior high school science department, for the 1978-79 school year only, if it should be necessary for an “earth and space science” teaching schedule to have six (6) teaching periods, that teaching schedule will not be counted as one of the two (2) exceptional schedules that could occur for that science department.)

(2) At the senior high schools this provision shall apply to all departments, both academic and nonacademic, commencing in the 1979-80 school year.

(3) At the middle schools this provision shall apply only to academic departments in the 1978-79 school year, except that accepted middle schools teacher scheduling practices followed during the term of the previous Agreement which may provide one (1), or several, additional teaching periods per week over the standard teaching schedule of twenty-five (25) teaching periods per week may be continued and shall not affect the limit of two (2) exceptional teaching schedules in a department. In addition, REAP and LAMP teachers shall continue to teach six (6) periods per day and shall continue not to be assigned homerooms. REAP and LAMP teachers shall not be counted toward the limit of two (2) exceptional teaching schedules that could occur in their respective academic departments.

(4) At the middle schools this provision shall apply to all departments, both academic and nonacademic, commencing in the 1979-80 school year, again except that accepted middle schools teacher scheduling practices followed during the term of the previous Agreement which may provide one (1), or several, additional teaching periods per week over the standard teaching schedule of twenty-five (25) teaching periods per week may be continued and shall not affect the limit of two (2) exceptional teaching schedules in a department.
(5) A secondary school teacher having dual certification and who is teaching in both certifications may be credited to the department of either certification.

c. The provisions of this Article shall not prevent a teacher from volunteering to teach six (6) periods, in accordance with this same option as it has been practiced during previous Agreements and subject to the following conditions:

(1) Teachers who elect to teach six (6) periods may be, but are not required to be, covered by the four (4) exceptional schedule provisions of Section 2.

(2) Teachers who volunteer for six (6) teaching period schedules shall be counted toward the limit of two (2) teachers in any single department who may have exceptional schedules, except as provided in Subsection c (3) and c (4) immediately following.

(3) Where several exceptionally small classes exist in a particular subject at a secondary school, or overall underenrollment in a particular department at a secondary school creates numerous small classes in that department, the number of teachers who volunteer for six (6) teaching period schedules shall not be required to be counted toward the limit of two (2) teachers in any single department who may have exceptional schedules.

(4) Where a particular teacher(s) volunteers to teach six (6) classes in order to distribute a normal five (5) period complement of students into six (6) periods, such teacher(s) shall not be required to be counted toward the limit of two (2) teachers in any single department who may have exceptional schedules.

d. Academic laboratory periods shall continue to count as teaching periods, but should such lab periods bring a total teaching schedule to twenty-six (26) or twenty-seven (27) teaching periods per week that schedule shall be considered a standard five (5) teaching period schedule.

e. The one (1) added daily preparation period given to teachers having one (1) or more advanced placement
(AP) classes in their teaching schedules, if that preparation period is provided by release from a teaching period rather than release from a duty period, shall be equated with one (1) teaching period for all purposes under this Article.

f. Should a department head have one (1) period released from his/her standard five (5) teaching period schedule to perform department head functions, his/her teaching schedule shall be considered a five (5) teaching period schedule for all purposes under this Article.

6. Secondary schools in which a nonacademic department(s), under the regular definition of a department, has already established five (5) teaching period schedules for all, or nearly all, teachers during the 1977-78 school year, or projects such schedules for the 1978-79 school year, shall maintain that practice throughout the term of this Agreement.

7. Daily teaching schedule standards (i.e., number of teaching periods, etc.) applying to teachers at the two (2) education centers at the middle schools level during the term of the previous Agreement shall be continued.

8. Daily teaching schedule standards (i.e., number of teaching periods, etc.) applying to Connelley Skill Center teachers during the term of the previous Agreement shall be continued.

9. Daily teaching schedule standards (i.e., number of teaching periods, etc.) applying to teachers at the various elementary and secondary special schools during the term of the previous Agreement shall be continued.

ARTICLE 42
GENERAL TEACHING SCHEDULE AND TEACHING DAY PROVISIONS

1. All special schools teachers shall continue to have a minimum of five (5) preparation periods per week. Efforts shall continue to be made to schedule these five (5) preparation periods per week on a daily basis insofar as is possible.

2. Classes shall continue not to be combined in order to provide teachers with preparation periods.
3. Should any teacher have less than five (5) preparation periods per week, he or she shall continue to receive salary compensation as provided in Article 96.

4. A teacher in a school which is operating on more than one (1) shift shall have his or her periods of duty consecutively scheduled. These consecutively scheduled periods of duty shall not exceed the normal teacher day.

5. Normal teaching schedules without homeroom assignments, if there are any at a school, shall be rotated among the faculty from year to year, insofar as can be accomplished while fulfilling necessary school scheduling requirements.

ARTICLE 43
TEACHER SCHEDULING

1. No later than March 1 of each school year schedule preference sheets will be distributed to all teachers at each school. Teachers may then indicate their schedule preference, including subject, grade, alternative schedule(s), shift, and time of preparation period. Teachers should return the sheets within one (1) week of the time of receiving them.

2. The teacher's schedule preference will be honored to the extent possible in the preparation of schedules for the following school year.

3. When changes in the teaching schedule(s) for a teacher(s) at a particular school become necessary due to the loss of a position(s) for the following school year, and this fact only becomes known to the school principal and/or to the teachers at that school subsequent to the completion and utilization of the annual schedule preference sheets, principals shall reexamine the schedule preferences of all teachers at the school or of all teachers affected by the change, whichever is applicable. The schedule preferences, including alternative schedule choices, of all teachers or of all affected teachers shall continue to be honored to the extent possible in the preparation or revision of teaching schedules for the following school year.

4. A teacher’s schedule for the following school year will be presented to the teacher as soon as it is prepared. If
necessary, it will be mailed to the teacher during the summer. However, efforts shall be made to complete the schedules and submit them to teachers prior to the final week of each school year. Schedules submitted to teachers under the provisions of this Section are tentative to the extent that staffing changes, etc., in the new school year could require alterations in them.

5. A teacher who questions his or her schedule may meet with the principal for discussion and possible adjustment of the matter.

6. Master schedules for each school will be available and displayed in a convenient place.

**ARTICLE 44**

**SPLIT GRADE CLASSES**

1. Elementary school split grade classes shall continue to be kept to a minimum, in accordance with procedures in this regard utilized by the Board over the term of the previous Agreement and in accordance with the remaining provisions of this Article.

2. When a split grade class is necessary, insofar as the reasonable balancing of class sizes is concerned, the split grade class shall be maintained at a somewhat lower enrollment figure than the single grade class(es) at the involved two (2) grade levels.

3. Split grade classes shall continue only to be composed of two (2) consecutive grade levels.

**ARTICLE 45**

**LENGTH OF WORKDAY FOR TEACHERS AND OTHER PROFESSIONAL EMPLOYEES**

1. The length of the workday for teachers at the secondary schools level (senior high schools and middle schools), including the minimum of a one-half (1/2) hour lunch period, shall continue as in effect during the term of the previous Agreement. Provisions for length of total workweek rather than for length of individual workday shall continue to be applicable at the middle
2. The length of the workday for teachers at the elementary schools level shall continue as provided under Article 46, Length of Elementary School Teacher Day and Lunch Period.

3. The length of the workday for teachers at post-secondary schools, special schools, and other special centers shall continue as set forth in Section 1 or Section 2 of this Article, whichever is applicable, except for those teachers who have been employed on a calendar-month rather than a school-month basis during the term of the previous Agreement. The length of the workday for these teachers shall not exceed that in effect during the term of the previous Agreement.

4. The length of the workday for school nurses shall continue to be the same as that for teachers in the school(s) to which the nurse is assigned.

5. The length of the workday for school social workers shall be the same as that for teachers in the school(s) to which the social worker is assigned, except when the social worker is appearing in court or is on other out-of-school assignments.

6. The length of the workday for school counselors, including head counselors, shall be eight (8) hours, including the lunch period.

7. The length of the workday for school psychologists shall be eight (8) hours, including a one-half (½) hour lunch period.

8. The length of the workday for coordinators who are assigned in schools shall be eight (8) hours, including a one-half (½) hour lunch period.

ARTICLE 46
LENGTH OF ELEMENTARY SCHOOL TEACHER DAY AND LUNCH PERIOD

The length of the workday for teachers at the elementary school level shall continue to conform with the uniform elementary school day standards provided for in the “Elementary School Time Schedule, Effective September, 1975” that was developed by the School District with input from the Federation during the second semester of the 1974-75 school year.
1. The total teacher workday, including the length of the lunch period, shall continue to be the same for all elementary school teachers. All elementary schools shall continue the uniform length lunch period of one-half (½) hour in effect during the 1977-78 school year.

2. In accordance with the School Code, all elementary school teachers shall continue to have at least a one-half (½) hour duty-free lunch period.

ARTICLE 47
DURATION OF SCHOOL YEAR

1. The number of days in each school year falling wholly or partially within the term of this Agreement shall not exceed one hundred eighty-three (183) instructional days and six (6) full clerical days per school year in the elementary schools, middle schools, and senior high schools.

2. The provisions of this Article shall cover postgraduate schools, special schools, and preelementary schools, insofar as is applicable under ten (10) month school programs.

3. The 183rd instructional day each school year, for all school levels as defined in Sections 1 and 2 of this Article, shall be the final day of the school year. The 6th of the full clerical days each school year, for all school levels as defined in Sections 1 and 2 of this Article, shall be the next-to-the-last day of the school year.

4. In school years wherein one (1) of the two (2) midyear clerical days is scheduled at an earlier time in the first semester in order to be used as an in-service/open house day, this day shall qualify as one (1) of the required six (6) full clerical days.

ARTICLE 48
SNOW AND OTHER EMERGENCY DAYS

1. Makeup of snow days and other emergency days shall be handled in accordance with the practices established in previous school years. Such days shall be made up only where the number of student days falls below one hundred eighty (180) days.
2. Where a teacher has indicated a necessary absence for either sick leave or personal leave on a workday on which school subsequently is not in session due to snow or other emergency, such indication of absence, whether given prior to the involved day or on the morning of the involved day, shall not constitute loss of sick leave or personal leave. Under the same circumstances, teachers having no accumulated sick leave or no eligibility for, or remaining days of, personal leave, shall suffer no loss in pay for such snow or other emergency days. The provisions of this Section shall not apply where a teacher has been absent both the workday immediately preceding and the workday immediately following any snow day or other emergency day.

3. Sick leave and personal leave shall not be charged to teachers on snow days or other emergency days that are subsequently to be rescheduled under the provisions of Section 1 of this Article.

ARTICLE 49
RELEASED TIME FOR SCHOOL OPEN HOUSE

1. All schools having annual open house evening programs shall have released time on the day of the open house according to the following provisions:
   a. Senior highs and middle schools shall dismiss a minimum of two (2) periods prior to the completion of the normal school day or main school shift.
   b. Elementary schools shall dismiss a minimum of two (2) periods prior to the regular time for dismissal.
   c. At all schools where open house is scheduled in the evening (or during the afternoon) of an annual in-service/open house day, as per the provisions of Article 47, Duration of School Year, Section 4, released time shall be provided (or credited when open house is during the afternoon of that day) by dismissing employees immediately following the completion of the morning in-service program.
   d. Itinerant teachers shall be scheduled to attend one (1) evening open house annually on the same basis, including coverage under the released time provi-
sions of this Article, as regular teachers. This shall not preclude the scheduling of attendance at one or more open houses during the regular workday.

2. Schools having afternoon open house at other than regular school hours or extending beyond regular school hours shall provide released time commensurate with the standards defined in Section 1 of this Article.

3. Teachers are required to attend open house unless excused by their principal.

ARTICLE 50
PERMANENT RECORD CARDS

Midyear grades shall be required to be recorded by homeroom teachers on the permanent record cards of all senior high school students. In addition, all homeroom teachers shall continue to be responsible to record grades on permanent record cards for mini-courses or other courses and programs which students may complete at times other than the close of the school year in June. Midyear grades shall continue not to be recorded on permanent record cards of middle and elementary school students.

ARTICLE 51
SUBSTITUTION SERVICES
BY FULL-TIME TEACHERS

1. Full-time teachers may be assigned during their preparation periods to substitute for the regular teacher of a particular class in emergency situations, special circumstances, or when a day-to-day substitute has not yet arrived at a school. Such assignments shall be rotated among all available teachers and a record of teachers providing such substitute services shall be maintained each semester in all school offices. Payments to teachers for such assignments during their preparation periods shall continue as provided in Article 97, Compensation for Loss of Preparation Periods.

2. Classes shall not be doubled or otherwise combined to avoid the hiring of a day-to-day substitute, nor shall a
full day’s schedule of substitutions by regular teachers and/or full-time substitute teachers during their preparation periods be utilized to avoid hiring a day-to-day substitute.

3. A senior teacher, after the final day for seniors, may be utilized within his/her own school to substitute for an absent teacher. Such substitution shall only be in said senior teacher’s area(s) of certification, except when no day-to-day substitute teacher possessing proper certification is available for hiring by the Board.

ARTICLE 52
CLASSROOM INTERRUPTIONS

Classroom interruptions shall be permitted only in the case of an emergency, or when no other reasonable alternative is possible.

ARTICLE 53
GENERAL FACULTY MEETINGS

1. No more than an average of one (1) general faculty meeting per school month shall be scheduled or held at any school, except in the case of urgent school business.

2. General faculty meetings shall be announced at least two (2) school days in advance of the actual date of the meeting, except in the case of urgent school business.

3. A tentative agenda shall be provided to teachers at all general faculty meetings, except in the case of urgent school business.

4. Teachers are required to attend general faculty meetings unless excused by their principal.

ARTICLE 54
FACULTY PARKING FACILITIES

1. The Board shall endeavor to provide and maintain adequate and secure faculty parking facilities at all present schools, as well as expand parking accom-
modations where such facilities are inadequate. Provision of new or additional parking facilities at present schools shall be subject to the availability of funds and space.

2. Adequate and secure faculty parking facilities shall be provided at all future schools.

ARTICLE 55
FACULTY LOUNGES AND WORK FACILITIES

In the interest of providing each school with adequate teacher workrooms, clean and attractive faculty lounges, and adequate teacher lavatories, the Federation, through its building representative(s) and/or a Federation building committee, will furnish to the Facilities Division of the Pittsburgh Board of Public Education, with a copy to the school principal, any requests for corrections and/or improvements in such facilities. The Facilities Division will furnish a written answer to these requests within ninety (90) days of receipt of same, indicating what corrections and/or improvements will be undertaken, and the date when commencement of the work involved may be expected.

ARTICLE 56
FACULTY LUNCHROOM FACILITIES

1. Appropriate lunchroom facilities for teachers and other staff, separate from those provided for students, shall be installed at all future schools.

2. Separate luncheon facilities for teachers, as set forth in Section 1 of this Article, shall be provided and maintained at all present schools, subject to the availability of funds and space.

ARTICLE 57
TEACHER MAILBOXES

1. Each regular teacher, counselor, school social worker, school nurse, or other professional staff member shall have a single individual mailbox or mail slot at his/her assigned school(s) or other assigned work location(s).
2. Such mailboxes or mail slots shall be suitably marked with the individual's name.

ARTICLE 58
TELEPHONE FACILITIES FOR TEACHERS

The following in-school expansion of telephone facilities for teacher use shall continue:

1. Telephone extension facilities assuring a degree of privacy shall be installed for use by teachers in making or receiving phone calls concerned with school business, to the extent that space is available.

2. Pay telephones for teachers' personal use, separate from those provided for students' use, shall be installed at additional schools where such requests are made, subject to the approval of the telephone company.
PART E
SPECIAL PROFESSIONAL CATEGORIES

ARTICLE 59
SCHOOL COUNSELORS

1. Each summer the Board will have the option to conduct a counseling program permitting secondary school counselors to be employed for up to two (2) additional workweeks during the summer.

a. The purpose of this program continues to be to provide the opportunity for counselors to perform various guidance tasks as determined by the appropriate Secondary or Middle Schools Assistant Superintendent’s Office. Such guidance tasks may include the following:

(1) Following the close of the regular school year in June: counseling students and parents; completing records; academic inventory; determination of class rankings; completion of all annual work on recording test scores; final review of permanent record cards; setting up following year’s student homeroom assignments; completion of dropout reports to central office; scholarship reports; parental conferences; student conferences; etc.

(2) Prior to the start of the new school year in September: counseling students and parents; gathering and recording summer school grades; adjustment of schedules; review of grade placements; complete check of all schedules, both computerized and handmade; balancing class loads; preregistration of parochial transferees and all other new enrollees; parental conferences; student conferences; orientations for newly-enrolled students; handling transcript and record requests, and other correspondence; etc.

b. The actual dates for the additional workweeks will be decided by the appropriate Secondary or Middle Schools Assistant Superintendent’s Office, who will
be in consultation with the principals, and will generally take place one (1) week after school closes and one (1) week before school opens. In any case, this work will take place during the month of June and the last three weeks in August.

c. The salary for these two (2) weeks of summer work shall continue to be paid at the applicable one-half (½) month rate, based on the applicable regular ten (10) month salary for counselors.

d. The one (1) week of work by counselors prior to the start of school each September shall normally be provided by the counselor who will be filling the counseling position at the involved school during the regular school year that is just commencing. The one (1) week of work by counselors following the close of school each June shall normally be provided by the counselor who filled the counseling position at the involved school during the regular school year that has just concluded.

2. For the summer of 1978 employment in the extended-year counseling program described in Section 1 of this Article shall be provided for all counselors at the senior high school level, with such employment being for the two (2) workdays immediately preceding the first clerical/in-service day of the 1978-79 school year. For each subsequent summer falling within the term of this Agreement, this provision covering senior high school counselors shall be increased to the first three (3) workdays immediately preceding the first clerical/in-service day of each following school year. The provisions of this Section shall also apply to the Scholars Program counselors.

3. The Board shall maintain its program of designating a head counselor at each school having four (4) or more counselors (including the head counselor). The salary differential for head counselors throughout the term of this Agreement shall continue at $60 per school month ($600 annually for the 10-month work year).

4. Where two (2) or more counselors make up the guidance department at a school, such counselors may continue to be assigned different shifts in accordance with the staffing requirements for counseling at said school.
5. Within each secondary school, workloads of counselors, including the numbers of students assigned to each individual counselor, shall be reasonably balanced.

6. Each counselor shall be provided with an individual office to the extent that existing space and funds for alterations permit.

7. Each counselor shall have an individual extension telephone in his or her office.

8. The guidance department at each school having a head counselor shall be assigned an individual telephone line with extensions for use by the department personnel.

9. The length of the counselor workday is covered under Article 45, Length of Workday for Teachers and Other Professional Employees, Section 6.

**ARTICLE 60**

**SCHOOL NURSES**

1. All school nurses shall continue to be on the same salary schedules as teachers, shall continue to be eligible for advanced study salary credit, and shall continue to be entitled to participate in all fringe benefits, personnel benefits, and other relevant programs available to teachers.

2. The established “students to nurse” ratio (1500:1) for assignment of a school nurse(s) at a school(s) shall be continued.

3. Schools having heavy health room needs and utilization by students (both secondary and elementary schools) should continue to have additional nursing service assigned as available.

4. School nurses shall be assigned only professional and health-related duties in the school(s) to which they are assigned, except in emergencies involving health or safety.

5. School nurses shall be informed of their school(s) assignment(s) for the following school year either by the final day of the regular school year or during the summer by mail. School nurses shall continue not to be reassigned or transferred for arbitrary or capricious reasons.
6. The Board will continue to reimburse school nurses assigned to service a cluster of schools for transportation costs incurred when traveling from one assignment to another.

7. School nurses shall continue to have their paychecks mailed to their homes.

8. The Department of Personnel and Employee Relations shall continue to meet with the Union, as necessary, to discuss the School Nurse Practitioners Program.

9. The seniority rankings of school nurses shall continue to be compiled on a basis that combines school nurses who have achieved their certification as school nurse practitioners with those who have not yet done so. The seniority rankings of all school nurses shall also be combined with certified professional school nurses who are teaching in the Practical Nursing Program based at Connelley. This combined seniority ranking is subject to possession of the appropriate certification required for each classification. The seniority ranking within each classification is subject to possession of the certification required for that classification only.

10. Efforts will be made to provide an extension telephone for each nurse office or school health room that nurses utilize in any school to which they are assigned.

11. School nurses shall continue to be provided an uninterrupted lunch period, except in emergencies involving health or safety.

12. Increment credit, with a requirement that there be fifteen (15) hours per credit (the same as for teachers), shall be provided to school nurses and to dental hygienists for after school, evening or weekend attendance at Board-approved one-day and half-day seminars and workshops relating to their professional duties which are conducted by the universities, by the American Medical Association, and so on.

**ARTICLE 61**

**NURSES IN THE CONNELLEY PRACTICAL NURSING PROGRAM**

1. Nurses teaching in the Practical Nursing Program based at Connelley shall receive notification of the
courses they will teach and of their hospital assignments for each new semester no later than one (1) month prior to the start of a new semester.

2. Connelley Practical Nursing Program nurses shall receive notification of which summer month they will be working (either July or August) no later than May 15 of each school year.

3. Substitute nurses for absent Practical Nursing Program nurses will be provided as available.

4. The seniority rankings of all certified professional nurses who are teaching in the Connelley Practical Nursing Program shall continue to be combined with all school nurses. This combined seniority ranking is subject to possession of the appropriate certification required for each classification. The seniority ranking within each classification is subject to possession of the certification required for that classification only.

ARTICLE 62
DENTAL HYGIENISTS

Dental hygienists shall continue to be on the same salary schedule as teachers, shall continue to be eligible for advanced study salary credit, and shall continue to be entitled to participate in all fringe benefits, personnel benefits, and other relevant programs available to teachers. Appropriate Agreement provisions covering school nurses shall also cover dental hygienists.

ARTICLE 63
SCHOOL SOCIAL WORKERS

1. The Board agrees to assign school social workers for a one-year pilot program, full time or increased time, at schools having higher than normal concentrations of pupils with social, personal, attendance, and educational problems.

2. School social workers shall be informed by the appropriate Pupil Services Office of their school(s) assignment(s) for the following school year, either by the final day of the regular school year or during the
summer by mail. School social workers shall not be reassigned or transferred for arbitrary or capricious reasons.

3. When a school social worker is assigned, or reassigned, to more than one (1) school, efforts shall be made to place the school social worker on a geographical basis. The provisions of this Section are subject to the limitations of existing line configurations, i.e., elementary, middle or senior high school lines.

4. School social workers shall continue to be provided a desk and telephone at the senior high schools and middle schools to which they are assigned. Efforts shall be made to provide school social workers assigned to elementary schools a desk and telephone at each elementary school to which they are assigned. An office shall be provided to school social workers at their assigned school(s) insofar as office space is available.

5. The Board, at its discretion, may provide in-service training and professional meeting(s) each school year for school social workers.

6. Postings of school social worker vacancies shall continue to be in accordance with past practice.

7. In accordance with Board policy and administrative procedures school social workers may apply for paid-released time to attend conferences and workshops.

8. The following temporary provision shall continue to be funded annually as may continue to be necessary. The number of select teacher positions established under this provision may be increased or decreased annually as may be required to meet continuing needs in the area for which this program was established.

   a. Three (3) school social worker positions shall be placed into the Select Teacher Category, in order to provide consultation and direction to school social worker certification candidates.

   b. The salary differential and related procedures applying to school social workers so designated shall be the same as provided to all other teachers in the Select Teacher Category.
ARTICLE 64
SCHOOL PSYCHOLOGISTS

1. Efforts shall be made to maintain no less than the number of school psychologist positions that were filled during the 1977-78 school year throughout the term of this Agreement.

2. When summer work is offered to psychologists this work may be scheduled by the Board as needed throughout the ten (10) to eleven (11) summer weeks, in accordance with the open scheduling practice utilized by the Board prior to and during the summer of 1975. In the event that this open scheduling practice is insufficient to meet the requirements for full coverage of summer psychological services, or if this open scheduling practice must be revised by the Board in order to meet the requirements for full coverage of summer psychological services, then the following scheduling criteria shall be applied:
   a. Unless a psychologist(s) elect(s) otherwise and the Board concurs, summer work shall be scheduled on a consecutive basis.
   b. The salary for summer work shall continue to be paid pro rata, based on the applicable regular school year salary for psychologists.

3. The administrators and teachers will cooperate to provide the utmost possible privacy for the psychological report of each child within each school. This practice will have the effect of providing the maximum assurance of the confidentiality of such reports.

4. Each school principal shall provide such conditions and facilities to the psychologist as will insure the utmost possible privacy to the child being evaluated.

5. Should psychologists participate in evening due process hearings and/or in off-duty-time summer hearings they shall receive compensatory time off, with a minimum credit of one (1) hour for each such hearing.

6. In accordance with established Board policy and administrative procedures psychologists shall be granted paid released time to attend conferences and workshops.
ARTICLE 65
DEPARTMENT CHAIRMEN
AND CHAIRWOMEN

1. Incumbent department chairmen and chairwomen shall continue in their positions and functions as heads of departments and shall continue to receive the select teacher differentials applicable to the number of years in which they have served as department chairmen or chairwomen (or in other select teacher positions). The conditions for filling such positions shall continue as in effect during the term of the previous Agreement, except as provided under Subsection e below, and shall be as follows:

a. That said department chairmen and chairwomen teach the normal five (5) teaching period schedule, except as provided under Subsection e.

b. That they continue to be relieved of homeroom assignment functions and duty period functions.

c. That they continue to perform all those functions as heads of departments that they are able during the homeroom time, during the duty period time and during any other period in which they may be assigned to perform department head duties.

d. That they shall continue to be entitled to the regularly-allotted daily preparation period.

e. That commencing in the 1978-79 school year, the Board will have the option to give department chairmen and chairwomen heading large senior high school departments a teaching schedule of four (4) teaching periods per day, or the equivalent, in order to have one (1) additional period per day in which to perform department head functions.

2. Vacancies in department chairman or chairwoman positions and new department chairman or chairwoman positions may be filled by the Board. Persons filling such positions shall be placed at the first step of the select teacher salary schedule as provided under the terms of Article 81, Select Teacher Categories, unless they are entitled to placement on a higher step as provided under Article 67, Teachers in the Select Teacher Categories.
ARTICLE 66
INSTRUCTIONAL CHAIRMEN AND CHAIRWOMEN

1. An instructional chairman or chairwoman may be appointed by the Board in every discipline, or combination of disciplines, in a senior high school in which there are ten (10) or more teachers including the appointee and where there are no department chairmen or chairwomen assigned.

2. Such positions will be placed in the Select Teacher Category. Appointees will carry a full teaching load of five (5) teaching periods, but will not be assigned homerooms and duty periods. They will continue to be entitled to the regularly allotted daily preparation period.

3. Teachers appointed to, or serving in, the position of instructional chairman or chairwoman will be paid the appropriate select teacher salary differential, in accordance with the terms of Article 81, Select Teacher Categories, and Article 67, Teachers in the Select Teacher Categories.

4. Conduct and continuation of this program shall be in accordance with administrative guidelines developed by the Department of Secondary Schools prior to the commencement of the 1976-77 school year and in effect during the term of the previous Agreement, except where ESAA or other special funding guidelines apply. Continued operation of this program in each successive school year shall be dependent upon the continued allocation of funds for that purpose.

ARTICLE 67
TEACHERS IN THE SELECT TEACHER CATEGORIES

1. If a teacher voluntarily terminates his/her assignment in the Select Teacher Category and then subsequently returns to a position in said Category, he/she must begin at the first step of the salary differential scale for teachers in the Select Teacher Category.

2. If a Select Teacher Category position is closed and the teacher is reverted to his/her base salary for one (1)
school year or less, upon resumption of a Select Teacher Category position the teacher shall return to the next higher step on the salary differential scale for teachers in the Select Teacher Category. Said teacher must have previously served in the Select Teacher Category assignment for one (1) school year or more.

3. If a Select Teacher Category position is closed and the teacher is reverted to his/her base salary for more than one (1) school year, upon resumption of a Select Teacher Category position the teacher shall return to the second step on the salary differential scale for teachers in the Select Teacher Category. Said teacher must have previously served in the Select Teacher Category assignment for one (1) school year or more.

4. In the event of a transfer by a teacher with no time lapse from one Select Teacher Category position to another, or from one school to another while remaining in the Select Teacher Category, the teacher shall be treated the same as if he/she had remained in the original position or school insofar as continued placement on the salary differential scale for teachers in the Select Teacher Category is concerned.

ARTICLE 68
CONNELLEY SKILL CENTER TEACHERS

1. The salary schedule and length of workday for Connelley Skill Center teachers, except CETA personnel, shall continue to be the same as that for all other teachers in the school system.

2. Connelley Skill Center teachers, except CETA personnel, shall continue to be covered by appropriate Agreement provisions affecting other teachers in the school system.

3. No teacher shall be assigned to more than one (1) shift for every workday during any one (1) school year.

4. All Connelley Skill Center teachers possessing appropriate certification shall continue to be entitled to placement in the same “tenure/certification/system seniority” pool as all other regular teachers in the school system.
5. Connelley Skill Center may continue to be open on snow and other emergency days when other schools may be closed, subject to the following conditions:
   a. Connelley Skill Center shall continue to be closed on the first three (3) snow or other emergency days in any school year when regular schools are closed.
   b. The Board shall include specific reference to the status of Connelley Skill Center each time it issues a public statement notifying teachers, students and parents of school closings on snow and other emergency days.

ARTICLE 69
CONROY EDUCATION CENTER TEACHERS

1. In addition to the normal consideration given to transfer applications by experienced special education teachers to fill vacant special education teaching positions, transfer applications by experienced special education teachers, including those at Conroy Education Center, shall continue to be considered both before newly-hired special education teachers are placed and at the same time as displaced special education teachers, if any, are being reassigned.

2. Provisions covering IEP writing and IEP parent conferences for Conroy Education Center teachers are covered under Article 30, Individualized Education Programs (IEPs).

3. The provision for one (1) spare teacher position to be assigned to Conroy Education Center is covered under Article 9, Special Education, Section 2.

4. Class size maxima for Conroy Education Center classes are covered under Article 9, Special Education, Section 9, Subsection b.

ARTICLE 70
COMPREHENSIVE EMPLOYMENT AND TRAINING ACT TEACHERS

1. CETA teaching positions shall be regarded as successors to the originally-titled MDTA teaching positions.
2. CETA teachers shall be paid at their regularly assigned schools on the established calendar-month paydays.

3. CETA teachers shall be entitled to the same vacation coverage that is accorded to all other calendar-month twelve-month professional and nonprofessional personnel represented by the PFT, in accordance with the provisions of Article 112, Vacations and Holidays, Sections 1 and 2, subject to the approval of the prime sponsor.

4. CETA teachers shall continue to be entitled to participate in applicable employee fringe benefits.

5. The schedule of eleven (11) holidays annually for CETA teachers shall be continued, shall be subject to all applicable provisions of Article 112, Vacations and Holidays, Sections 3 through 7, and shall comprise the following eleven (11) annual holidays:
   - New Year’s Day
   - Good Friday
   - Memorial Day (last Monday in May)
   - Independence Day
   - Labor Day
   - Veterans Day
   - Thanksgiving Day
   - Day after Thanksgiving Day
   - Workday preceding Christmas Day
   - Christmas Day
   - Workday preceding New Year’s Day

   If any holiday falls on a Saturday, the preceding Friday shall be the official day for observing the actual holiday. Where a holiday falls on a Sunday, the following Monday shall be the official day for observing the actual holiday.

6. CETA teachers who possess appropriate certification shall be entitled to all tenure, certification and system seniority provisions that apply to all other regular teachers in the school system.

7. The snow and other emergency day procedures applying Connelley Skill Center teachers, under the provisions of Article 68, Connelley Skill Center Teachers, Section 5, shall also apply to CETA teachers.

8. Substitute teachers shall continue to be provided for absent or vacationing CETA teachers in those situations which comply with procedures in effect during previous Agreements.
ARTICLE 71
OVT COORDINATORS

1. OVT coordinators shall be provided office space in their assigned schools. This space may be on a shared basis, except that an individual file cabinet will be provided.

2. The office space provided for OVT coordinators at the OVT Center shall include an individual desk, telephone and file cabinet.

ARTICLE 72
REHABILITATION AND LIAISON PERSONNEL

1. Professional personnel employed by the Board in the position of rehabilitation counselor, who must fill the requirements of the Board Personnel Department for said position, shall continue to be placed on the counselor salary schedule.

2. OVT-handicapped liaison teachers who have completed the sixty (60) credit Master’s Degree program in rehabilitation teaching/counseling shall continue to be placed on the Master’s Degree plus 30 credits salary schedule.

ARTICLE 73
PART-TIME TEACHERS

1. Regular part-time teachers shall continue to be paid at the appropriate pro rata salary for whichever of the teachers’ salary schedules their degrees, credits, and years of service qualify them, in accordance with the provisions in effect during all previous Agreements.

2. Regular part-time teachers shall continue to participate in all fringe benefits and benefit-related provisions on the same basis as regular full-time teachers, except that achievement of tenure shall only be available to part-time teachers as provided by Pennsylvania law.
ARTICLE 74
JOB PLACEMENT SPECIALISTS

Salary schedule provisions, fringe benefit coverage, length of day, and other employment conditions applicable to job placement specialists during the 1977-78 school year, except as amended under any applicable Articles of this Agreement, shall continue in effect throughout the term of this Agreement.

ARTICLE 75
PRE-PRIMARY TEACHERS
(DAY CARE/HEAD START)

1. Pre-primary teachers (Head Start and Day Care teachers) shall be placed on a four (4) step salary schedule, effective with the start of the 1978-79 school year, in accordance with the salary schedule provisions of Article 87, Pre-Primary Teachers Salary Schedule.
   a. Pre-primary teachers who are just beginning their employment shall be placed on step 1 of the four (4) step salary schedule.
   b. Pre-primary teachers who have completed one (1) year of service shall be placed on step 2 of the four (4) step salary schedule.
   c. Pre-primary teachers who have completed two (2) years of service shall be placed on step 3 of the four (4) step salary schedule.
   d. Pre-primary teachers who have completed three (3) or more years of service shall be placed on step 4 of the four (4) step salary schedule.

2. Pre-primary teachers shall continue to be eligible for all fringe benefits available to regular teachers beginning with the initial month of their employment.

3. The provisions of this Article shall continue to apply to pre-primary field social workers.
ARTICLE 76
FULL-TIME SUBSTITUTE TEACHERS

1. Full-time substitute teachers shall be placed on a three (3) step salary schedule, as provided under Article 88. Placement on that salary schedule shall be determined by the number of years of credited service in a full-time substitute capacity, as provided under Sections 3, 4, 5 and 6 of this Article.

2. Full-time substitute teachers who have reached at least step 2 of the full-time substitute teachers salary schedule shall continue to be entitled to all fringe benefits accorded regular teachers, except that sick leave shall continue to be available on a basis of six (6) noncumulative days per semester, with said sick leave continuing to be available beginning with the initial semester of employment.

3. Full-time substitute teachers shall continue to be eligible for placement on step 2 (or for renewed placement on step 2, if within two (2) school years) of the full-time substitute teachers salary schedule if they have served satisfactorily either for two (2) consecutive previous semesters or for two (2) of three (3) consecutive previous semesters, except in situations where any interruption in their employment as full-time substitute teachers following completion of these two (2) previous semesters has either:
   a. exceeded one (1) semester as a result of their having declined a position as a regular teacher or as a full-time substitute teacher, or
   b. exceeded two (2) school years.

4. Full-time substitute teachers, once they have reached step 2, shall be entitled to remain at that step for the next two (2) semesters that they serve as full-time substitute teachers. Following the completion of those two (2) semesters at step 2, they shall be entitled to placement on step 3 of the full-time substitute teachers' salary schedule for the next semester in which they serve as full-time substitute teachers, if within a period of two (2) school years.

5. Full-time substitute teachers, once they have reached step 3, shall be entitled to remain at that step for any future service they may provide to the School District in a full-time substitute capacity, if within a period of two (2) school years.
6. Should a full-time substitute teacher serve less than a full semester in any semester prior to his/her reaching step 3, a corresponding adjustment shall continue to be made in the anniversary month at which he/she will be entitled to go from step 1 to step 2 and/or from step 2 to step 3.

7. Full-time substitute status shall be considered for a day-to-day substitute teacher who is replacing a teacher on indefinite leave of at least three (3) school months, provided that teacher is not continuing to draw salary. Full-time substitute status shall be extended to such teachers no later than the forty-first (41st) consecutive workday they have served in the position of the teacher on indefinite leave of at least three (3) school months, again provided said teacher is not continuing to draw salary; in the event said teacher is continuing to draw salary, full-time substitute status shall commence no later than the first workday when the teacher on leave ceases to draw salary.
### ARTICLE 77
SALARY SCHEDULES FOR TEACHERS
EFFECTIVE SEPTEMBER 1, 1978

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</table>

1. These Teacher Salary Schedules include Social Workers, Nurses, and Dental Hygienists.

2. The maximum salary step for teachers with “Standard Certificates” shall continue to be the eighth step of the Bachelor’s Salary Schedule.
**ARTICLE 78**

**SALARY SCHEDULES FOR COUNSELORS, COORDINATORS, AND PSYCHOLOGISTS**

(Basic Salary Schedules Applying to Master’s Degree and Regular 189-Day School Year)

1. Counselors, Coordinators, Psychologists:

<table>
<thead>
<tr>
<th>Date</th>
<th>1-</th>
<th>2-</th>
<th>3-</th>
<th>4-</th>
<th>5-</th>
<th>6-</th>
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</thead>
<tbody>
<tr>
<td>9/1/78</td>
<td>$14,200</td>
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<td>$16,200</td>
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<td>$21,300</td>
<td>$21,600</td>
<td>$21,900</td>
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</tr>
<tr>
<td>1/1/79</td>
<td>$14,700</td>
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<td>$22,900</td>
<td>$23,200</td>
<td>$23,500</td>
<td>$23,800</td>
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</table>

1. Assistant Coordinators:

<table>
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<tr>
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<th>4-</th>
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<td>$15,500</td>
<td>$16,200</td>
<td>$17,200</td>
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<tr>
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<td>$13,600</td>
<td>$14,100</td>
<td>$14,700</td>
<td>$15,300</td>
<td>$16,000</td>
<td>$16,700</td>
<td>$17,700</td>
<td>$21,800</td>
</tr>
<tr>
<td>9/1/79</td>
<td>$13,100</td>
<td>$13,600</td>
<td>$14,100</td>
<td>$14,700</td>
<td>$15,300</td>
<td>$16,000</td>
<td>$16,700</td>
<td>$17,700</td>
<td>$21,800</td>
</tr>
<tr>
<td>1/1/80</td>
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<td>$14,200</td>
<td>$14,700</td>
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<td>$15,900</td>
<td>$16,600</td>
<td>$17,300</td>
<td>$18,300</td>
<td>$22,900</td>
</tr>
</tbody>
</table>

2. To construct all salary schedules beyond the basic Master’s Degree schedules listed above, simply add the following annual sums to the Master’s Degree figures:

- M. + 10 Credits ........ add $200 to the Master’s
- M. + 20 Credits ........ add $400 to the Master’s
- M. + 30 Credits ........ add $600 to the Master’s
- M. + 40 Credits ........ add $700 to the Master’s
- M. + 50 Credits ........ add $800 to the Master’s
- M. + 60 Credits ........ add $900 to the Master’s
- Ph.D. .................. add $1200 to the Master’s

3. Head Counselors:

Head counselors shall continue to receive a salary differential of $60 per month.

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ARTICLE 79
LONGEVITY INCREMENT

A $300 longevity increment shall continue to be available to teachers who have a rating of "satisfactory" and meet either of the following requirements:

1. Completion of twenty-five (25) years or more of public school teaching, with at least the last five (5) years in Pittsburgh Public Schools, or

2. Completion of twenty-five (25) years or more of public school teaching, with seventeen (17) years or more (including the last two (2) years) in Pittsburgh Public Schools.

ARTICLE 80
ADVANCED STUDY CREDIT

The following provisions shall apply to salary credit for advanced study, to related matters dealing with advanced study for degrees and credits earned in a State-accredited four-year degree-granting university, college, or affiliated institution, and to other matters dealing with advanced study and training. Any provisions of this Article which amend previously existing conditions with regard to advanced study salary credit shall only be effective beginning with the 1978-79 school year.

1. Requirements for regular Master's Degrees or other advanced degrees will be as follows:

   a. A teacher's initial earned Master's Degree is acceptable for salary credit, irrespective of the field it may be in.

   b. Any additional Master's Degrees that are not in State-certificated education areas, or any additional other advanced degrees that are not in State-certificated education areas, shall only be allowable for advanced study salary credit as blocks of ten (10) credits, up to a limit of placement on the Master's Degree plus 60 credits salary schedule, in accordance with the provisions of Section 2 and Section 7 of this Article.

   c. Any additional completed Master's Degrees, or any additional other completed advanced degrees, that are in any of the various State-certificated education
areas (subject field, teaching field, other State-certificated professional field, professional education field, education administration field) shall continue to be allowable for advanced study salary credit as 30 credits or 60 credits, whichever is applicable.

d. Master's Degrees or other allowable advanced degrees that require sixty (60) or more credits, as evidenced on an official transcript, shall continue to be treated as a Master's Degree plus 30 credits (i.e., Psychology, Social Work, etc.).

e. Placement on the Doctor's Degree salary schedule shall only be attained by a teacher holding an earned Doctorate in any of the various State-certificated education areas (subject field, teaching field, other State-certificated professional field, professional education field, educational administration field).

2. Requirements for courses that are not in a regular Master's Degree or other advanced degree program, or that are in a regular Master's Degree or other advanced degree program that has not been completed, will continue to be as follows and shall be allowable for advanced study as blocks of ten (10) credits:

a. Courses may be in any field(s) in which the teacher is certified.

b. Courses may be in any field(s) in which the teacher is teaching.

c. Courses may be in any area(s) of the humanities and sciences that relate to public school teaching or services.

d. Courses may be in any area(s) of professional education that relate to public school teaching or services.

e. Special education courses taken by nonspecial education teachers who teach mainstream classes into which some special education students are regularly integrated, as provided in Article 9, Special Education, Section 3, shall be allowable for advanced study credit, provided the courses are such that they should reinforce the capability of those teachers to teach mainstreamed special education students.
f. Any combination of courses from one or more of
the above five (5) categories of courses will qualify
for acceptance as advanced study credit.

3. The Master's Degree-Master's Equivalent-Bachelor's
plus 30 credits salary schedule continues to be the
highest salary schedule to which a teacher holding no
more than a Bachelor's Degree may advance. The
Master's Degree plus 20 credits salary schedule con­tinues to be the highest salary schedule to which a
teacher holding a Bachelor's Degree and a Master's
Equivalent Certificate from the State Department of
Education may advance.

4. Transcripts and credits newly acquired or from prior
years will be examined and evaluated on application of
the teacher. If such transcripts and credits are
approved, eligibility for additional pay for advanced
study credit will be retroactive to September 1 or
February 1 of a particular school year, provided ap­plication is submitted by October 1 or March 1, respec­tively, of that school year.

5. Workshops, seminars, in-service programs, etc., which
are conducted by the Board or which are approved by
the state as acceptable for permanent certification, will
count toward advanced study credit for up to twelve
(12) of thirty (30) credits.

6. Study and/or training in various types of Board-
approved learning centers and schools, such as trade-
training centers, manufacturer's schools, business
schools, technical schools, correspondence schools, or
other learning centers, provided that such study and/or
training directly relates to the teacher's area(s) of
certification, teaching, or specialization, and provided
further that such study and/or training is not a normal
program offering of a State-accredited four-year
degree-granting university, college, or affiliated institu­tion,
shall be fully allowable under the advanced study
credit program for up to twelve (12) of thirty (30)
credits.

7. An overall "B" average continues to be required for a
block of courses to qualify for advanced study credit,
but no grade lower than "C" is acceptable. The provi­sions of this Section shall continue not to apply to an
actual Master's Degree, Master's Equivalent Cer­
tificate, other allowable advanced degree, or Doctor's
Degree, provided said Degree or Certificate qualifies under the provisions of Section 1 of this Article.

8. All degrees and/or course work from a State-accredited four-year degree-granting university, college, or affiliated institution must be presented to the Board on an official transcript to be allowable for advanced study.

ARTICLE 81
SELECT TEACHER CATEGORIES

The $900 select teacher salary differential shall continue to be paid to all teachers in the select teacher categories, such as department chairman or chairwoman, team leader, etc., in accordance with the three (3) step schedule indicated below.

1. $300 for the first year.
2. $300 additional beginning the second year.
3. $300 additional beginning the third year.

ARTICLE 82
SPECIAL EDUCATION TEACHERS

The differentials below apply only to fully certificated teachers who are teaching full schedules in their respective areas and shall not apply when the teacher is transferred or assigned to a teaching position other than in Special Education.

1. $300 salary differential will continue to be paid to fully certificated teachers of the educable, trainable, and profoundly mentally retarded; the physically handicapped; and the speech, hearing, and vision impaired.
2. $600 salary differential will continue to be paid to fully certificated teachers of the emotionally disturbed and the brain injured.

ARTICLE 83
SALARY SCHEDULES FOR COACHING

The salary schedules for coaching at the senior high school level and at the middle school level, for coaches of boys'
sports and for coaches of girls' sports, shall be as follows:

1. **Senior High Schools (Boys’ Sports)**

<table>
<thead>
<tr>
<th>Sports</th>
<th>Head Coach</th>
<th>First Asst. Coach</th>
<th>2nd &amp; 3rd Asst. Coaches</th>
<th>Total Pay Per Season</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Football</strong></td>
<td>$2,050</td>
<td>$1,600</td>
<td>$1,100</td>
<td>78-79 $2,300</td>
</tr>
<tr>
<td></td>
<td>$2,300</td>
<td>$1,700</td>
<td>$1,200</td>
<td>79-80</td>
</tr>
<tr>
<td><strong>Basketball</strong></td>
<td>$1,950</td>
<td>$1,450</td>
<td></td>
<td>78-79 $2,200</td>
</tr>
<tr>
<td></td>
<td>$2,000</td>
<td>$1,550</td>
<td></td>
<td>79-80</td>
</tr>
<tr>
<td><strong>Baseball</strong></td>
<td>$1,150</td>
<td>$1,450</td>
<td></td>
<td>78-79 $1,300</td>
</tr>
<tr>
<td></td>
<td>$1,200</td>
<td>$1,550</td>
<td></td>
<td>79-80</td>
</tr>
<tr>
<td><strong>Track</strong></td>
<td>$1,000</td>
<td>$725</td>
<td></td>
<td>78-79 $1,150</td>
</tr>
<tr>
<td></td>
<td>$1,150</td>
<td>$850</td>
<td></td>
<td>79-80</td>
</tr>
<tr>
<td><strong>Cross-Country</strong></td>
<td>$725</td>
<td>$850</td>
<td></td>
<td>78-79 $600</td>
</tr>
<tr>
<td></td>
<td>$500</td>
<td>$600</td>
<td></td>
<td>79-80</td>
</tr>
<tr>
<td><strong>Tennis</strong></td>
<td>$500</td>
<td>$600</td>
<td></td>
<td>78-79 $600</td>
</tr>
<tr>
<td></td>
<td>$600</td>
<td>$600</td>
<td></td>
<td>79-80</td>
</tr>
<tr>
<td><strong>Golf (Coeducational)</strong></td>
<td>$500</td>
<td>$600</td>
<td></td>
<td>78-79 $600</td>
</tr>
</tbody>
</table>

2. **Senior High Schools (Girls’ Sports)**

<table>
<thead>
<tr>
<th>Sports</th>
<th>Head Coach</th>
<th>Swimming</th>
<th>Volleyball</th>
<th>Tennis</th>
<th>Softball</th>
<th>Track (Asst. Coach)</th>
<th>Total Pay Per Season</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basketball</strong></td>
<td>$1,950</td>
<td>$950</td>
<td>$500</td>
<td>$500</td>
<td>$725</td>
<td>$725</td>
<td>78-79 $2,200</td>
</tr>
<tr>
<td></td>
<td>$2,000</td>
<td>$1,100</td>
<td>$600</td>
<td>$600</td>
<td>$850</td>
<td>$850</td>
<td>79-80</td>
</tr>
</tbody>
</table>

3. **Middle Schools (Boys’ Sports)**

<table>
<thead>
<tr>
<th>Sports</th>
<th>Total Pay Per Season</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basketball</strong></td>
<td>$650 $750</td>
</tr>
</tbody>
</table>

4. **Middle Schools (Girls’ Sports)**

<table>
<thead>
<tr>
<th>Sports</th>
<th>Total Pay Per Season</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basketball</strong></td>
<td>$650 $750</td>
</tr>
</tbody>
</table>

5. Salaries for coaching additional middle schools interscholastic sports or additional girls' interscholastic sports, should such sports be introduced or added by the Section on Interscholastic Athletics, will be negotiated between the Board and the Federation.
ARTICLE 84
INTRAMURAL PROGRAMS

1. Hourly rates for intramural programs shall continue to be the same as the evening school hourly rates:
   a. $9.50 per hour, effective September 1, 1978
   b. $9.75 per hour, effective September 1, 1979

2. Intramural program shall continue on the following basis:
   a. Senior High Schools
      (1) Boys
         Basketball .................................$275
         Volleyball .................................$250
         Tennis ....................................$250
         Swimming ..................................$200
         Track ......................................$125
         Wrestling .................................$125
         Total Pay Per Season
      (2) Girls
         An allotment of 100 hours per school year.
   b. Middle Schools
      (1) Boys
         Not exceeding 150 hours per school year.*
      (2) Girls
         Not exceeding 150 hours per school year.*
   c. The hourly rate for any additional boys’ or girls’ intramurals in the secondary schools, as authorized by the Section on Interscholastic Athletics, shall be at the prevailing evening school hourly rate.
   d. Elementary Schools (boys and girls combined)
      (1) Schools with grades 5 and 6, not exceeding 75 hours per school year.*
      (2) Schools with grades 5, 6, 7 and 8, not exceeding 75 hours per school year for grades 5 and 6 and 75 hours per school year for grades 7 and 8.*
   e. Conroy Education Center shall continue to be allotted 100 hours per school year, with these hours continuing to be applicable to preparation for and participation in intramurals and athletics, including the “Special Olympics,” and other sports programs and intramural events for the handicapped.

*Based on individual school enrollment figures.
ARTICLE 85
FACULTY MANAGERS

1. Hourly rates for faculty managers shall continue to be the same as the evening school hourly rates:
   a. $9.50 per hour, effective September 1, 1978
   b. $9.75 per hour, effective September 1, 1979

2. Hourly allotments for faculty managers shall be maintained on the following basis:
   a. Senior High Schools (Boys)  78-79  79-80
      Football  ......................... 65  Same
      Basketball  ....................... 85  "
      Track  ............................. 20  "
      Baseball  ................................ 20  "
      Swimming  .......................... 12  "
      Volleyball  .......................... 6  "
      Cross Country  (Coeducational) .... 8  "
      Tennis  ................................ 4  "
      Golf (Coeducational) ............. 6  "
   b. Senior High Schools (Girls)
      Basketball  ......................... 50  Same
      Swimming  .......................... 12  "
      Volleyball  .......................... 6  "
      Tennis  ................................ 4  "
      Track  ................................ 15  "
      Softball  .......................... 10  "
   c. Middle Schools (Boys and Girls)
      Basketball (applies to both teams combined, 15 hours for each team)  .... 30  Same

3. If additional sports are added to the girls' athletics program, or to the middle schools athletics program, the additional number of assigned hours for faculty managers shall be negotiated with the Federation.

4. The School Board terminology applying to monies dispersed for interscholastic athletics shall continue to be titled the "Athletics Subsidy."

5. The Board recognizes the value of encouraging and supporting increased participation by female employees in faculty manager positions and is prepared to give special consideration to the applications submitted by female teachers.
6. In the event a faculty manager position within a high school becomes vacant, the Board of Public Education shall continue its option to replace the single faculty manager position with two (2) positions, one of which may be, or may not be, an assistant faculty manager position. The division of hours and sports in such a situation shall be discussed with the Federation prior to implementation. The total number of hours for faculty manager assignments at an affected school shall not be required to exceed that formerly in effect for a single faculty manager at the school. The purpose of the expansion of faculty manager positions shall be to afford increased professional opportunities to all teachers within a given school and to increase the number of female teachers holding faculty manager positions.

ARTICLE 86
EVENING SCHOOL HOURLY RATES

1. The hourly rates for evening school teachers shall be as follows:
   a. $9.50 per hour, effective September 1, 1978
   b. $9.75 per hour, effective September 1, 1979

2. The hourly rates for evening school counselors, and for any other professional service tied to the evening school counselor rate, shall continue at $10.00 per hour throughout the term of this Agreement.

ARTICLE 87
PRE-PRIMARY TEACHERS
SALARY SCHEDULE
(DAY CARE/HEAD START)

<table>
<thead>
<tr>
<th></th>
<th>9/1/78</th>
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<th>9/1/79</th>
<th>1/1/80</th>
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<tr>
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<tr>
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<td>3-12,200</td>
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<td>4-12,400</td>
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<td>4-13,000</td>
<td></td>
</tr>
</tbody>
</table>

These pre-primary teachers' salary schedules also apply to pre-primary field social workers. These salary schedules are based on the regular 189-day school year. Additional
workweek(s) or work month(s) shall continue to be paid on a pro-rata basis, in accordance with the procedures in effect during the term of previous Agreements.

**ARTICLE 88**

**FULL-TIME SUBSTITUTE TEACHERS**

**SALARY SCHEDULE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Salary</th>
<th>Date</th>
<th>Salary</th>
<th>Date</th>
<th>Salary</th>
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<td>2-11,800</td>
<td>2-12,000</td>
<td>2-12,300</td>
<td></td>
</tr>
</tbody>
</table>

Full-time substitute teachers shall continue to be employed on no more than a semester basis.

**ARTICLE 89**

**COMPREHENSIVE EMPLOYMENT AND TRAINING ACT (CETA) TEACHERS**

**SALARY SCHEDULES**

1. The following salary provisions are for full-time teachers in the Comprehensive Employment and Training Act (CETA) program. All such assignments are for the duration of a given program. They are regarded as temporary positions and have no tenure status. The salary figures shown are for a calendar month, eight (8) hour day. Overtime will be at the established evening school hourly rate. Teachers will be assigned to the schedule according to established administrative procedures, with credit for military service and teaching experience given in accordance with procedures in effect during the term of the previous Agreement. All experience called for in the administrative guidelines shall have been as a journeyman.

2. The following are the monthly salary schedules for Comprehensive Employment and Training Act (CETA) teachers, based on the eight (8) hour workday. Should the number of hours per day be reduced under any new CETA contract, these monthly salary figures may be reduced proportionally, except that any such salary reduction shall not exceed 10% during any CETA contract year and shall not exceed 20% over the life of this and any future Agreements.
### SEPTEMBER 1, 1978

<table>
<thead>
<tr>
<th>Level A</th>
<th>Level B</th>
<th>Level C</th>
<th>Level D</th>
</tr>
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<td>1-$1,190</td>
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<td>3- 1,210</td>
<td>3- 1,270</td>
<td>3- 1,310</td>
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<tr>
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<td>4- 1,400</td>
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<tr>
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<td>8- 1,630</td>
<td>8- 1,660</td>
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<td>9- 1,560</td>
<td>9- 1,660</td>
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<td>9- 1,720</td>
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### JANUARY 1, 1979

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<td>1-$1,100</td>
<td>1-$1,210</td>
<td>1-$1,240</td>
</tr>
<tr>
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<td>4- 1,420</td>
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3. The following hourly rates are established for persons assigned part time in Comprehensive Employment and Training Act (CETA) positions.

a. Teachers:
   (1) $9.50 per hour, effective September 1, 1978
   (2) $9.75 per hour, effective September 1, 1979

b. Counselors:
   (1) Continues at $10.00 per hour throughout the term of this Agreement.

### ARTICLE 90
**UNEMPLOYMENT COMPENSATION, STATE AND FEDERAL**

1. All teachers shall be provided the Unemployment Compensation coverage applying to all Pittsburgh Public Schools' employees, in accordance with State and Federal law and with the further provisions of this Article. The Unemployment Compensation coverage referred to in this Section and throughout the remainder of this Article is that provided for by the extension of Unemployment Compensation coverage to Pennsylvania public employees beginning on January 1, 1978, and which resulted from the 1977 amendments to the Pennsylvania Unemployment Compensation Act and the 1976 amendments to the Federal Unemployment Compensation Act.

2. The Board agrees to continue its participation in the Pennsylvania Unemployment Compensation Fund under the same "self-insured" option that was adopted
by the Board for the 1978 budget year, throughout all budget years falling wholly or partially within the term of this Agreement.

3. In the event the present Unemployment Compensation coverage provided pursuant to State and Federal law becomes unavailable during the term of this Agreement because the existing law or laws are found illegal or unconstitutional in such a way as to preclude the School Board from providing this coverage, then the provisions of Article 91, Special Unemployment Compensation Program, shall be in effect for the duration of the term of this Agreement, without any interruption in the assurance of Unemployment Compensation coverage for all those teachers and other PFT-represented personnel entitled to that coverage.

ARTICLE 91
SPECIAL UNEMPLOYMENT COMPENSATION PROGRAM

1. The provisions of this Article shall only be applicable in the event the Unemployment Compensation coverage provided for in Article 90, Unemployment Compensation, State and Federal, should no longer be available to teachers and other PFT-represented personnel, which contingency is dealt with under Section 3 of Article 90.

2. The Unemployment Compensation coverage to be provided teachers pursuant to this Article shall be the same as the coverage provided pursuant to Article 81 of the 1976-78 Agreement between the parties. The regulations and procedures for administering this coverage, in the event it should become applicable, shall be the same as those promulgated by the Division of Employee Relations during the term of the 1976-78 Agreement.

ARTICLE 92
METHODS OF PAYMENT FOR COACHING AND OTHER ACTIVITIES

1. Coaches shall continue to receive their regular coaching pay while absent on a given day due to sickness or per-
sonal business, irrespective of whether they may have exhausted their sick leave accumulation or their personal leave.

2. Coaches shall receive their full coaching pay while on any extended sick leave, unless a substitute coach is provided at the direction of the Section on Interscholastic Athletics, in which event their pay shall be prorated with that of the substitute coach.

3. Salaries for coaching shall be paid in separate checks in order to eliminate the taking of disproportionate Federal income tax deductions from coaching salaries.

4. Separate checks shall also be issued for extracurricular activities, intramurals, faculty managers, loss and lack of preparation periods, evening school work, curriculum work, and similar activities.

5. Checks for these activities will continue to be paid on the first biweekly payroll following the second of the twice-monthly paydays, in accordance with the pay schedule format followed during the term of the previous Agreement. Checks due at the end of the second semester, which would be after the school year ends, will continue to be mailed home.

ARTICLE 93
COMPENSATION FOR SUMMER SCHOOL TEACHING, CURRICULUM WORK, AND WORKSHOPS

1. Summer school teachers shall continue to be paid on a basis which provides one (1) month's pay at the teacher's regular rate of pay (excluding any select teacher differential) for the six (6) week summer school session.

2. Teachers serving on curriculum committees during the summer shall continue to be paid on a basis which provides pro-rata pay at the teacher's regular salary (excluding any select teacher differential).

3. Teachers serving on special curriculum committees during the regular school year will be paid at the prevailing evening school hourly rate for the number of allotted hours.
4. Teachers participating in workshops will normally be paid at the prevailing evening school hourly rate for the number of allotted hours; exceptions will be discussed with the Federation before implementation.

5. Compensation for evening, overnight, and weekend workshops shall continue in accordance with the standards developed by the Board in consultation with the Federation during the 1973-74 school year.

**ARTICLE 94**

**MUSIC DEPARTMENT ACTIVITIES**

Rate of pay for the activities listed below will be the prevailing evening school rate of pay for teachers:

1. Choir Directors: Not exceeding seventy (70) hours per school year, except as provided under Article 95.

2. Band and Orchestra Directors: Not exceeding seventy (70) hours per school year, except as provided under Article 95.

**ARTICLE 95**

**EXTRACURRICULAR ACTIVITIES**

Teachers who supervise extracurricular activities will be compensated at an hourly rate, rather than with released time from teaching, where this change is practicable.

Such activities may include, but will not be limited to, yearbook, school newspaper, class play, audio-visual aids coordination, stage crew, designated clubs and activities, safety patrol, etc.

Each of these extracurricular activities will be assigned an annual hourly allotment.

Opportunities for participation in these activities will be posted for all faculty members consistent with the procedure for posting of professional opportunities.

**GENERAL PROVISIONS**

1. Maximum hourly allotments and the activities to which they apply are as listed for the various activities and groups of schools.

2. Hourly allotments are applicable if no released time
from teaching is provided in the teacher’s regular schedule.

3. The hourly rate shall be as follows:
   a. $8.00 per hour, effective September, 1978
   b. $8.25 per hour, effective September, 1979

4. Payment for authorized activities will be made at the end of each semester to professional employees only.

5. If a teacher supervises any activity for less than the maximum allotted hours, he/she shall be paid on a pro-rated basis.

6. Hourly allotments are applicable if the activity is handled by professional personnel other than an activities director. Activities directors may be compensated only when monitoring social events or athletic events, consistent with the prescribed guidelines in these two areas as established for all teachers.

7. In every school the principal is responsible for the entire extracurricular program as follows:
   a. To identify from the list of authorized activities those that qualify as paid activities.
   b. To change or discontinue any activity if it does not meet the requirements of the school. If the activity is discontinued, the teacher will be paid on a pro-rated basis for the time served. Such changes or discontinuations shall not be made for arbitrary or capricious reasons.
   c. To post vacancies. Such postings need only be made when the previous teacher who handled the assignment is no longer continuing in that capacity for any reason, or when a new extracurricular activity is introduced.
   d. To appoint the teachers to supervise the activities.

8. Nothing herein shall preclude the right of teachers to volunteer for any activity of their own choice within their own schools.

9. An hour shall mean 60 minutes.

10. A teacher may not supervise more than one authorized activity unless no other teacher is available for an activity which the principal deems necessary for the school program.
GROUPINGS OF SCHOOLS FOR COMPENSATION FOR EXTRACURRICULAR ACTIVITIES*

GROUP I SCHOOLS
Allderdice High
Brashear High
Carrick High
Langley High
Peabody High

GROUP II SCHOOLS
Allegheny High**
Oliver High
Perry High**
Schenley High
South High**
South Hills High
Westinghouse High

GROUP III SCHOOLS
Arsenal Middle
Columbus Middle
Gladstone Middle Center
Greenway Middle
Knoxville Middle
Latimer Middle
McNaugher Middle Center
Milliones Middle
Prospect Middle
Reizenstein Middle

GROUP IV SCHOOLS
All elementary schools

GROUP V SCHOOLS
Connelley Skill Center

GROUP VI SCHOOLS
Conroy Education Center

*Any new school or any school whose status is changed shall be placed in whichever of the six (6) groups listed above is appropriate. The above-listed groupings of schools are for the 1978-79 school year.

**These high schools are treated as Group III schools for Audio-Visual Aids and Stage Crew purposes only. Should the enrollment status of any other Group II high school be similarly reduced, such a high school may then
also be treated as a Group III school for Audio-Visual Aids and Stage Crew purposes only.

**AUTHORIZED ACTIVITIES AND MAXIMUM ANNUAL HOURLY ALLOTMENTS**

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<tr>
<th>ACTIVITIES</th>
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<tr>
<td>1. Audio-Visual Aids</td>
<td>I, II</td>
<td>90 hours</td>
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<td>III</td>
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<td>2. Stage Crew</td>
<td>I, II</td>
<td>75 hours</td>
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<td></td>
<td>III</td>
<td>50 hours</td>
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<td>3. Class Play</td>
<td>I, II</td>
<td>150 hours total per school</td>
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<td>a. 150 hours—musical (up to 50 of these hours may be allocated to any assistant(s), other than band, orchestra or choir teachers), or</td>
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<td>b. 75 hours—nonmusical (a maximum of 2 such non-musicals per school)</td>
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<td>4. Newspaper</td>
<td>I, II</td>
<td>150 hours (10 issues at 15 hours per issue, not less than 4 pages per issue)</td>
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<td></td>
<td>III</td>
<td>50 hours (10 issues at 5 hours per issue, not less than 2 pages per issue)</td>
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<td>5. Yearbook</td>
<td>I, II</td>
<td>150 hours</td>
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<td>6. Cheerleaders</td>
<td>I, II</td>
<td>75 hours</td>
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<td>7. Majorettes</td>
<td>I, II</td>
<td>25 hours</td>
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<td>8. Girls' Drill Team</td>
<td>I, II</td>
<td>25 hours</td>
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<td>9. Band</td>
<td>I, II</td>
<td>30 hours at the hourly rate for extracurricular activities after exhausting Music Department allotment</td>
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<td>10. Orchestra</td>
<td>I, II</td>
<td>30 hours at the hourly rate for extracurricular activities after exhausting Music Department allotment</td>
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<tr>
<td>11. A Cappella Choir</td>
<td>I, II</td>
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<td>12. Senior Class</td>
<td>I</td>
<td>40 hours</td>
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<td>Advisor</td>
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<td>30 hours</td>
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<td>13. Junior Class</td>
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<tr>
<td>Advisor</td>
<td>II</td>
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14. Monitoring Dances and Social and Special Events
   I  75 hours (3 hours maximum per teacher per event)
   II 50 hours (3 hours maximum per teacher per event)
   III 25 hours (3 hours maximum per teacher per event)

15. Supervision of Athletics Events
   I, II 200 hours (2 hours maximum per teacher per event)
   III 60 hours (1 1/4 hours maximum per teacher per event)
   VI 30 hours

16. Safety Patrol
   IV, VI 60 hours

17. Special Programs
   (Directing holiday programs, spring festivals, and similar productions, as well as directing school activities and programs which may be presented during the school day but the preparation and practice for which occur partially or completely on nonschool hours.)
   III, IV 45 hours

18. Debate Team
   I, II 60 hours

Group V schools shall have a total of 100 hours for each school to be applied solely to Audio-Visual Aids, Stage Crew, Newspaper, and the Monitoring of Dances and Social and Special Events.

ARTICLE 96
COMPENSATION FOR LACK OF PREPARATION PERIODS

Teachers assigned to full-time teaching duties will be compensated for lack of preparation periods in their regular teaching schedules according to the following arrangements:

1. $35,000 per regular school month will be available in order to provide compensation to teachers for lack of preparation periods and shall remain permanently at this amount.

2. Payment for lack of preparation periods will be made at the end of each semester to teachers who qualify,
and who have been employed during the entire semester. Appropriate adjustment will be made for any time during the semester when the teacher has been absent without pay.

3. The following general guidelines will apply to reimbursement for lack of preparation periods:
   a. The total number of assigned preparation periods per week will be the factor to be considered, rather than the number of days on which such periods are scheduled.
   b. Provisions for reimbursement when regularly scheduled preparation periods are given up are set forth in Article 97 of this Agreement.
   c. Teachers who are not assigned a report class or any other regular duty during such times will have one (1) period credited to the total preparation periods scheduled per week for each such teacher. (This provision is only applicable insofar as eligibility for compensation under this preparation period payment formula is concerned and it has no other implications or bearing on providing preparation periods to teachers.)

4. Appropriate administrative forms will be available upon which principals will report the following information:
   a. Number of preparation periods per week scheduled to each teacher.
   b. Statement that teacher was assigned to the school for the entire semester. (Cases where teachers were transferred from one school to another, from one teaching schedule to another within the same school, or promoted, will be handled by proration of periods assigned, if there has been a change in preparation period allotment as a result of these changes.)
   c. Number of days during semester when teacher has been absent without pay.
   d. Listing of teachers who do not have report classes or other regular duties during report periods.
5. Reimbursement will be determined by using the following factors:

a. Teacher with 5 or more preparation periods/week ............................. 0
   Teacher with 4 preparation periods/week .............. 1
   Teacher with 3 preparation periods/week ............. 2
   Teacher with 2 preparation periods/week .............. 3
   Teacher with 1 preparation period/week .............. 4
   Teacher with 0 preparation periods/week .............. 5

Where a teacher has a fractional number of preparation periods as a result of assignments in more than one school, the fraction shall be disregarded. For example, a teacher assigned to two schools in alternate weeks, with 2 scheduled preparation periods in one school and 3 in the other, has an average of 2\(\frac{1}{2}\) preparation periods, which would be regarded as 2 preparation periods.

b. The amount to be paid will be determined by dividing the total of the prorated factors for the entire teaching staff into the amount of money available for this purpose for the given semester.

c. No teacher is to receive more than $7.00 per compensable nonscheduled preparation period as a result of this Article.

ARTICLE 97
COMPENSATION FOR LOSS OF PREPARATION PERIODS

1. Full-time teachers who surrender regularly scheduled preparation periods to perform the function of a substitute, to cover a class or an activity during the school day with students who are not regularly assigned to them, or to administer Board-mandated standardized group tests, will be compensated at a rate not to exceed $7.00 for each such surrendered preparation period, except that the first three (3) such periods surrendered per semester shall not be compensated.

2. $20,000 per school semester will be available in order to provide the compensation to teachers which is referred to in Section 1 and shall remain permanently at this amount.
3. Payment for surrender of regularly scheduled preparation periods will be made at the end of each semester to teachers who qualify and who have been employed during the entire semester.

4. Payments to teachers will be prorated in the event that the monies allocated per semester are insufficient to make full payment.

ARTICLE 98
SEVERANCE PAY
(TERMINAL LEAVE)

1. Teachers with one (1) or more years of continuous service who separate from employment with the Pittsburgh School District through resignation or retirement, but not through discharge for cause, shall be eligible to participate in the severance pay plan.

   a. Teachers with one (1) or more than one (1) year of continuous service, but less than two (2) years, shall be regarded as having one (1) year of such service for purposes of severance pay computation.

   b. Teachers with two (2) or more than two (2) years of continuous service, but less than three (3) years, shall be regarded as having two (2) years of such service for purposes of severance pay computation.

   c. Teachers with three (3) or more than three (3) years of continuous service shall continue to receive full credit for purposes of severance pay computation for all such service and/or accumulation of sick leave and personal leave, subject to the maximum accumulations of sick leave and personal leave for severance pay purposes that are provided under the applicable Sections of this Article.

2. Definitions of "retirement," "retiree," and "resignation":

   a. The term "retirement" shall mean retirement under the provisions of the "Public School Employees' Retirement Act," including "early retirement" after twenty-five (25) years of service, any disability retirement, and any retirement falling under the "retiree" definition contained in Subsection b of this Section.
b. The term “retiree” shall mean any teacher who retires and begins collecting his/her annuity following:

(1) At least twenty-five (25) years of credited service to the Pennsylvania Public School Employees' Retirement System and having reached at least age fifty (50); or

(2) At least ten (10) years of credited service to the PPSERS and having reached at least age fifty-five (55); or

(3) At least five (5) years of credited service to the PPSERS and having reached at least age sixty-two (62); or

(4) At least five (5) years of credited service to the PPSERS and having been placed on disability retirement following certification by a physician to be either physically or mentally incapacitated for the continued performance of duty.

c. The term “resignation” shall mean normal resignations from the School District and shall not include voluntary or forced resignations submitted for the specific purpose of terminating dismissal proceedings involving conduct other than teaching performance.

3. Should a teacher die while in active service, he/she will be considered a retiree or a resignee for severance pay purposes, whichever is applicable. Proper severance pay payment will be made to his/her estate. Consideration as a retiree will be applicable if the employee is eligible for superannuation retirement, withdrawal allowance, or disability retirement.

4. Payment shall be made at the teacher’s rate of pay at time of separation, but not to exceed $50 per day.

5. Retirees shall be entitled to payment for one half ($\frac{1}{2}$) of their unused accumulated sick leave days and personal leave days up to the maximum accumulations of sick leave days and personal leave days that are specified for purposes of severance pay computation.

6. Resignees shall be entitled to payment for one third ($\frac{1}{3}$) of their unused accumulated sick leave days and personal leave days up to the maximum accumulations of sick leave days and personal leave days that are specified for purposes of severance pay computation.
7. Retirees may elect as an alternative to have their severance pay payment based on their years of service in the Pittsburgh Public Schools, at the rate of one and one-half (1½) days per year of service. There shall continue to be no maximum on the number of years of service.

8. Additional severance pay conditions shall continue as follows:
   a. Maximum sick leave accumulation for purposes of severance pay computation shall continue to be 156 days and shall remain permanently at this number of days.
   b. Maximum personal leave accumulation for purposes of severance pay computation shall continue to be six (6) days.
   c. Payment for unused accumulated sick leave and personal leave days shall not exceed $4,050 for any retiree or $2,700 for any resignee.
   d. As an alternative any retiree may elect to be paid at the rate of one and one-half (1½) days per year of service.

9. The School Code of Pennsylvania provision which allows professional employees to transfer into a school district, or to transfer from a school district, twenty-five (25) or fewer sick leave days shall be handled in the following manner for purposes of severance pay eligibility:
   a. Any professional employee who transfers twenty-five (25) or fewer sick leave days to another school district at the time of resignation from the Pittsburgh School District shall have that number of sick leave days deducted in full from said employee’s total accumulation of sick leave before any severance pay computations are made.
   b. Any newly-hired or rehired professional employee who transfers twenty-five (25) or fewer sick leave days into the Pittsburgh School District at the time of new employment or reemployment shall have that number of sick leave days fully credited for purposes of subsequent severance pay eligibility.

10. Any rehiree who received a severance pay payment at his/her earlier resignation shall have any subsequent severance pay payment affected as follows:
a. If the rehiree's second severance pay payment at either retirement or resignation is based on accumulated sick leave and personal leave, then the total of the rehiree's two severance pay payments combined shall not exceed the maximum severance pay payment allowable for either resignation or retirement, whichever is applicable, under the terms of the Agreement in effect at the time of his/her eligibility for a second severance pay payment.

b. If the rehiree's second severance pay payment occurs at retirement and is based on years of service, the amount that he/she is entitled to receive for his/her total years of service, both before and since his/her most recent date of hire, shall be decreased by the amount of his/her previous severance pay payment.

ARTICLE 99
SUMMER TEACHER FELLOWSHIP PROGRAM

1. Seventy-seven (77) summer teacher fellowships shall be available annually to eligible teachers who apply and qualify to receive such fellowships.

2. Effective with the summer of 1979 the value of these fellowships shall be $800 each, less appropriate tax deductions.

3. Eligible to participate in the program are classroom teachers and other professional employees who are on the teacher salary schedule, such as school social workers, school nurses, librarians, activities directors, special education teachers and persons in the select teacher categories.

4. Applicants must have completed a minimum of three (3) years of service subsequent to appointment from an eligibility list immediately prior to the summer for which they are applying for a fellowship. Service of eligible teachers may be in regular budget or special budget positions.

5. A minimum of six (6) credits in any of the following categories must be begun and successfully completed during the summer only, with a grade of "C" or better:
a. Graduate degree work in the teacher's field(s) of certification or in Education, except for degree programs designed to qualify a teacher to leave the classroom such as counseling, supervision or administration.

b. Graduate course work in the teacher's field(s) of certification or in any area(s) in which the teacher is teaching.

c. Programs of study in Board-approved trade-training centers and similar Board-approved types of schools.

d. Nongraduate courses from a 4-year accredited college or university in the teacher's field(s) of certification or in any area(s) in which the teacher is teaching, subject to the advance approval of the Division of Employee Relations.

e. Nongraduate or graduate courses from a 4-year accredited college or university leading to another teaching certification, subject to the advance approval of the Division of Employee Relations.

Failure to comply fully with the provisions of Section 5 shall be sufficient cause for forfeiture of the entire amount of the fellowship.

6. The provision in the introductory sentence of Section 5 specifying that credits "must be begun and successfully completed during the summer only" is fully defined as follows:

a. Summer courses for summer fellowship purposes are those offered by colleges, universities, or other eligible institutions during their "summer sessions," provided such "summer sessions" do not begin earlier than the month of June.

b. No course work for summer fellowship purposes may be taken during the school day, except if it is taken at a time following the close of the Pittsburgh Public Schools' year, except where the Board approves an early release for teachers prior to the final day of school in June, as per the practice established by the Board in many, but not all, previous school years.

c. Summer sessions that begin earlier than June will not be honored for summer fellowship purposes for either after school or evening course work.
d. Teachers will not be permitted to receive summer fellowship credit for any courses (day or evening) taken during a spring session, even if such session continues into the summer months.

7. Fellowship recipients must agree to continue in the active service of the Pittsburgh Public Schools for a minimum of two (2) years following receipt of a summer fellowship. Such active service may be interrupted by an approved leave of absence. Return of part or all of the fellowship grant will be required if such subsequent active service is less than two (2) years, in accordance with the administrative procedures in effect during previous Agreements.

8. Fellowship recipients will not serve in a paid capacity with the Pittsburgh Public Schools during that same summer, except that employment in committee work not to exceed two (2) weeks will be permitted if this is in the interest of the school system.

9. Fellowship recipients may not accept any other grant from either the Pittsburgh Public Schools or any other institution, except that credits awarded from colleges and universities for supervising student teachers during the normal-course of the school year are permitted.

10. Distribution of the fellowships will be made proportionally on the basis of individual schools or school groupings.

a. Larger schools are assigned one (1) or more fellowships (depending upon the size of the staff) and smaller schools are combined in groups, with the total number of teachers in the school or grouping of schools representing the approximate number of teachers (or a multiple of that number) for whom one (1) (or more) fellowship(s) will be allocated.

b. Groupings of schools will continue to be on a reasonably geographical basis or on a program-related or department-related basis.

11. Where there are more applicants than the number of fellowships allocated to a school or a group of schools, selection will be made according to the number of years of service since the most recent regular appointment as provided in Section 4 above.

12. Applicants in a school or group of schools who have previously participated in the program shall be con-
sidered only after the list of applicants in their same school or group of schools who have never participated is exhausted, except that no teacher shall receive two (2) consecutive summer fellowships unless all eligible applications city wide have been exhausted. This limitation shall be terminated beginning with the sixth summer after the summer in which the previous fellowship was received.

13. If there are not sufficient applications from a school or a group of schools, the excess fellowship(s) allocated to this school or group of schools will be available on a city-wide basis, and awarded on the basis of years of service.

14. The fellowships available city wide will only be awarded to applicants who have not previously participated in the fellowship program, unless the list of applicants city wide who have never participated has been exhausted, except that this limitation shall be terminated as provided in Section 12 above.

15. Applicants who are not awarded fellowships will be placed on an alternate list and will be considered in the event of rejections or cancellations.

16. Teachers awarded fellowships will be given further information by the Division of Employee Relations regarding their responsibilities in relation to the grant.

ARTICLE 100
GROUP LIFE INSURANCE

1. The Board shall pay the premium for the first $15,000 of life insurance coverage provided the employee enrolls in the group plan for the full amount of life insurance to which the employee’s regular annual salary provides entitlement. The full amount of life insurance to which an employee is entitled shall continue to be one-and-one-half (1½) times the employee’s regular annual salary, except that the maximum value of group life insurance available to any employee covered by this Agreement shall not exceed $25,000.

2. Commencing September 1, 1979, the Board shall pay the premium in full for all life insurance coverage for all participating employees covered by this Agreement.
3. A retiree under this Article is any member of the group life plan who retires and begins collecting his or her annuity following:
   a. At least twenty-five (25) years of credited service to the Pennsylvania Public School Employees' Retirement System and having reached at least age fifty (50); or
   b. At least ten (10) years of credited service to the PPSERS and having reached at least age fifty-five (55); or
   c. At least five (5) years of credited service to the PPSERS and having reached at least age sixty-two (62); or
   d. At least five (5) years of credited service to the PPSERS and having been placed on disability retirement following certification by a physician to be either physically or mentally incapacitated for the continued performance of duty.

4. All teachers who retire during the term of this Agreement whose participation in the group life insurance plan meets any one (1), or more, of the following three (3) entitlement criteria shall receive upon retirement fully paid-up life insurance coverage in the amount of $2,500, with all costs to be paid by the Board:
   a. Enrollment in the group life plan for a period of not less than ten (10) consecutive years prior to retirement; or
   b. Continuous enrollment in the group life plan from his or her most recent date of hire by the Board until retirement; or
   c. Continuous enrollment in the group life plan from January 1, 1977, until retirement.

**ARTICLE 101
LIABILITY INSURANCE**

The Board shall continue to provide group liability insurance protection for teachers covering any actions or occurrences which were covered by the comprehensive general liability insurance policies in effect during the term of the 1976-78 Agreement. Coverage shall be at least $500,000 per individual, with additional protection up to
$5,000,000 if the aggregate annual $5,000,000 liability limit is not reached during an applicable September 1 to August 31 annual period. The Board reserves the right to provide this coverage through a group policy or policies, by self-insurance, or by a combination thereof.

ARTICLE 102
VANDALISM FUND

1. The procedures for administration of the Vandalism Fund shall continue as previously agreed upon between the Board and the Federation and as amended under the terms of this Article.

2. The annual Vandalism Fund of $25,000 shall be allocated for each school year and summer during the term of this Agreement for all School Board employees. The purpose of the Vandalism Fund shall continue to be to reimburse other Board employees and teachers for damage to, or loss or destruction of, personal property, excluding money, incurred in the performance of their duties.

3. The Fund shall be administered under the following conditions:
   a. That appropriate administrative rules for submission and substantiation of claims, including the use of the employee’s vandalism claim form, be maintained;
   b. That payment be limited to a maximum of $100 per incident to the extent not paid by insurance;
   c. That appropriate depreciation allowance, except as provided under Section 4, be applied to claims, where applicable, by the Division of Employee Relations;
   d. That claims shall not be allowable on CB radios that may be stolen, lost, damaged, or destroyed, whether in the possession of the employee in school or in the employee’s car;
   e. That personal property of teachers, whether in the school building or in the teacher’s car, that has not been brought to school for teaching or other school-related purposes and would not normally or routinely be brought to school may be disallowed.
for Vandalism Fund payment by the Division of Employee Relations;
f. That claims be submitted no later than thirty (30) days after the occurrence of the incident giving rise to the claim;
g. That payments, subject to the provisions of Section 5, be made within a reasonable time after submission and substantiation of claims;
h. And that damage to automobiles resulting from routine parking operations be excluded.

4. The Vandalism Fund shall not depreciate payments for eyeglasses belonging to teachers which are damaged or broken due to an assault upon the employee by a student, parent, or outsider, or when the glasses are damaged or broken due to breaking up a fight or assisting in settling other school disturbances.

5. Payments for all valid claims each school year and summer will all be made initially at 70% of the full appropriate amounts. The remaining 30%, or a proportional adjustment of that 30%, shall be paid to claimants no later than September 15 of the following year, once a determination has been made as to the sufficiency of Vandalism Fund monies to meet valid claims either in full or pro rata.

ARTICLE 103
GROUP INSURANCE PLAN PAYROLL-DEDUCTION PRIVILEGE (AUTO INSURANCE)

1. The Board will continue to permit utilization of payroll deduction for the maintenance of a Federation-sponsored voluntary group auto insurance plan.

2. The Board will continue to permit payroll deduction for such a purpose provided that participation in the plan is made available at least to all teachers and other professional employees. The Board will continue to provide any payroll services necessary for instituting and/or maintaining this payroll deduction plan.

3. Payroll deduction availability for this purpose shall continue throughout the term of this Agreement.

4. It is further agreed that in permitting such a payroll deduction plan the Board assumes no responsibility
for, and in no manner whatsoever endorses, the carrier or the plan.

5. The Federation agrees to defend, indemnify, and hold harmless the Board for any and all claims whatsoever, including reasonable attorney’s fees, arising out of operation of this payroll deduction provision.

6. The Federation agrees that it will not request any contribution by the Board toward such a plan now or in the future.

ARTICLE 104
TAX-SHELTERED ANNUITY PROGRAM

1. The two (2) tax-sheltered annuity plans and carriers available to all interested teachers and other Board employees during the term of the previous Agreement shall continue to be available throughout the term of this Agreement.

2. A third tax-sheltered annuity plan and carrier shall be available to all interested teachers and other Board employees no later than January 1, 1979. Once such a third plan becomes available, it will continue in the same manner as the two (2) plans referred to in Section 1.

ARTICLE 105
HOSPITALIZATION, MEDICAL-SURGICAL AND MAJOR MEDICAL INSURANCES

1. The current Master Agreement for Blue Cross coverage (or equivalent), which includes the following major provisions, shall continue in effect.

Blue Cross Master Program:

a. Benefits to 365 days.

b. 30 days per 12-month period for mental and nervous disorders.

c. 120 days per 12-month period for pulmonary tuberculosis.

d. Maternity benefits—365 days for complications.

e. Outpatient emergency accident care within 48 hours and follow-up care.
f. Outpatient emergency medical care within 48 hours.
g. Provision for diagnostic coverage if an inpatient or an outpatient.
h. Outpatient laboratory examinations.
i. Outpatient physiotherapy.
j. Visiting nurse services.
k. Student dependents to age 25.
l. Handicapped dependents to any age.

2. The current Master Agreement for Blue Shield 100 Prevailing Fee Program coverage (or equivalent), which includes the following major provisions, shall continue in effect.

Blue Shield 100 Prevailing Fee Program:

a. Benefits for surgery performed in or out of the hospital.
b. 365-day coverage for in-hospital medical.
c. Diagnostic x-rays—provided in or out of the hospital.
d. Other diagnostic studies—provided in or out of the hospital (electrocardiogram, electroencephalogram, basal metabolism testing).
e. Diagnostic pathological studies—provided in or out of the hospital.
f. Emergency medical and first aid.
g. Professional anesthesia.
h. In-hospital osteopathic.
i. Student dependents to age 25.
j. Handicapped dependents to any age.

3. The current Master Agreement for Blue Cross-Blue Shield Major Medical Program coverage (or equivalent), which includes the following major provisions, shall continue in effect.

Blue Cross-Blue Shield Major Medical Program:

a. Maximum benefits of $100,000 (maximum may be reinstated).
b. Deductible of $100 per person per calendar year.
c. Plan pays 80% of eligible charges after the deductible has been satisfied.
d. Coverage for services for mental and nervous disorders is limited to a maximum of $5,000 (cannot be reinstated). The plan will pay 50% of the charges after the deductible has been satisfied.
e. Some other covered services are the following:
   (1) Services of a private duty nurse.
   (2) Prescription drugs and medicines.
   (3) Blood and blood plasma with a two (2) pint deductible.
   (4) Rental of durable medical equipment.
   (5) Orthopedic braces and artificial limbs.
   (6) Professional ambulance service.
   (7) Convalescent nursing home care.

ARTICLE 106
PAYMENT OF PREMIUMS FOR
HOSPITALIZATION, MEDICAL-SURGICAL AND
MAJOR MEDICAL INSURANCES

The Board of Education shall contribute to the payment of all premiums for hospitalization, medical-surgical, and major medical insurance coverage with Blue Cross-Blue Shield according to the following schedule.

1. The Board shall continue to pay 90% of the premium cost for individual hospitalization coverage with Blue Cross, through December 31, 1979. The Board shall pay 95% of this premium cost commencing January 1, 1980.

2. The Board shall continue to pay 90% of the premium cost for family and dependent hospitalization coverage with Blue Cross, through December 31, 1979. The Board shall pay 95% of this premium cost commencing January 1, 1980.

3. The Board shall continue to pay 90% of the premium cost for individual medical-surgical coverage under the Blue Shield Prevailing Fee Plan, through December 31, 1979. The Board shall pay 95% of this premium cost commencing January 1, 1980.

4. The Board shall continue to pay 90% of the premium cost for family and dependent medical-surgical coverage under the Blue Shield Prevailing Fee Plan, through December 31, 1979. The Board shall pay 95% of this premium cost commencing January 1, 1980.

5. The Board shall continue to pay 100% of the premium cost for individual major medical insurance coverage with Blue Cross-Blue Shield.
6. The Board shall continue to pay 100% of the premium cost for family and dependent major medical insurance coverage with Blue Cross-Blue Shield.

7. Where two (2) members of one (1) family are employees of the Board, the present two (2) methods of premium determination shall continue:
   a. Each party may elect individual coverage under Blue Cross-Blue Shield hospitalization, medical-surgical and major medical insurance plans, or
   b. Both parties may jointly participate in family and dependent coverage under the Blue Cross-Blue Shield hospitalization, medical-surgical, and major medical insurance plans, with continued credit for each party's individual premium being given before computation of the premium to be paid by the Board for the family and dependent unit.

8. The Board will investigate with Blue Cross-Blue Shield the possibility of identifying school employees who have equivalent hospitalization and medical-surgical coverage by virtue of a policy provided by another employer to a spouse. The Federation agrees that the Board in such circumstances is not required to provide, or to continue, duplicate hospitalization coverage for such employees, provided that the Board shall assure immediate and uninterrupted resumption of full hospitalization and medical-surgical coverage to such employees, without any waiting period and without any lessening of the extent of coverage, in the event of either the cessation or the interruption of the equivalent coverage being carried by the employee's spouse.

**ARTICLE 107**

**DENTAL CARE PLAN**

The following Group Dental Care Insurance Program shall be provided to all teachers, effective February 1, 1979.

1. The Dental Care Plan shall include both individual and family/dependent coverage.

2. The Board shall pay the full premium costs for this Dental Care Plan for both individual and family/dependent coverage.

3. The Dental Care Plan shall comprise the coverages
enumerated under Subsections a through f of this Section.

a. Preventive services—Plan pays 100% of reasonable and customary charges subject to the limit provided under Subsection d, with no deductible:
   (1) Oral examinations
   (2) Cleaning of teeth
   (3) Fluoride applications
   (4) Space maintainers
   (5) Emergency office visits
   (6) X-rays

b. General services—Plan pays 85% of reasonable and customary charges subject to the limit and deductible provided under Subsection d:
   (1) Fillings
   (2) Anesthetics
   (3) Antibiotics
   (4) Extractions
   (5) Oral surgery
   (6) Endodontics
   (7) Periodontics
   (8) Repair of prosthetic appliances

c. Prosthetic services—Plan pays 50% of reasonable and customary charges subject to the limit and deductible provided under Subsection d:
   (1) Bridges and dentures
   (2) Crowns and gold restorations
   (3) Replacement of damaged appliances

d. Subsections a, b, and c immediately above are limited to a maximum combined benefit for each calendar year of $1000 applying separately to each insured individual or family member. Subsections b and c immediately above have a $25 combined individual deductible per year or an overall $75 combined family deductible per year.

e. Orthodontic services—Plan provides for 50% payment up to a maximum payment of $800 for covered expenses:
   (1) The 50% payment up to the $800 maximum benefit applies separately to each covered person on a lifetime basis.

f. Missing teeth are covered under all the above-listed Subsections.
ARTICLE 108
ALTERNATIVE HOSPITALIZATION — HMO

The School Board shall pay to any Health Maintenance Organization within Allegheny County, Pennsylvania, which is selected by a teacher prior to the beginning of any school year during the term of this Agreement, an amount equal to the costs that would be paid by the Board for that teacher to provide hospitalization coverage under Article 106 of this Agreement. Any additional costs will be paid by the teacher electing HMO coverage instead of the coverage described in Article 105.

ARTICLE 109
SICK LEAVE

Provisions for absences due to sickness or accident shall continue as established at the time of the execution of this Agreement.

1. Teacher employed for the normal work year shall be entitled to twelve (12) days sick leave per year, such sick leave to be cumulative annually without limit and to be usable annually without limit.

2. Teachers employed longer than the normal work year shall be entitled to sick leave days annually on the following basis, such sick leave to be cumulative annually without limit and to be usable annually without limit.

   a. Teachers regularly employed for no less than ten (10) workdays longer than the normal work year shall be entitled to thirteen (13) days sick leave per year.

   b. Teachers regularly employed for no less than twenty (20) workdays longer than the normal work year shall be entitled to fourteen (14) days sick leave per year.

   c. Teachers regularly employed on a full calendar year basis shall be entitled to fifteen (15) days sick leave per year.

3. All absence resulting from sickness or accident shall be certified by the employee and endorsed by the principal or division head. A physician’s certificate shall be
required under the following conditions:

a. When an employee is absent both on a Friday and the following Monday.
b. When the absence is three (3) days or more.
c. When the employee is absent both the day before and the day after a holiday period.
d. When in the judgment of the immediate superior an employee appears to have used sick leave excessively in one (1) and two (2) day absences.

4. Full-time substitute teachers shall be entitled to six (6) days sick leave per semester, such sick leave to be non-cumulative.

5. Evening school teachers shall be entitled to three (3) days sick leave per evening school year, such sick leave to be noncumulative.

6. Summer school teachers and other summer teacher employees shall be entitled to noncumulative sick leave each summer as follows:

a. Teachers employed thirty (30) or more workdays shall receive two (2) days sick leave per summer.
b. Teachers employed twenty (20) workdays but less than thirty (30) workdays, shall receive one (1) day sick leave per summer.

7. The Board and the Federation agree to form a joint task force, with each party approximately equally represented, to work during the 1978-79 school year to develop mutually acceptable procedures for dealing with specific problems and general concerns (of both parties) related to sick leave use. The task force agrees to examine both "positive" and "negative" approaches, or a combination of both, in addressing this matter. Any mutually agreed upon changes in sick leave procedures in existence at the time of the execution of this Agreement would be effective on a one (1) year trial basis during the 1979-80 school year.
ARTICLE 110
SPECIAL PROVISIONS REGARDING SICK LEAVE

1. Full-time teachers absent as a result of assaults suffered while in the performance of their assigned school duties will be excused without loss of pay or sick leave for the duration of confinement under a physician’s care, starting with the third consecutive school day of such absence, but not for a period to exceed twenty (20) school days of such compensation. At the end of that period the policy relating to combined use of sick leave and Workmen’s Compensation will be effective. The Board may request the teacher to undergo a medical examination by a Board physician in connection with any claim for compensation under this Section.

2. Employees absent as a result of contracting in the course of employment childhood diseases such as mumps, scarlet fever, measles, or chicken pox, shall be excused without loss of pay or loss of sick leave for the duration of confinement under a physician’s care.

3. When an employee is physically able to perform his/her duties but is prevented from doing so solely because of quarantine, he/she will be paid full salary only for the shortest period of time necessary for release from the quarantined premises or as may be directed by the Division of Health Services. When an employee is ill with a contagious disease and a quarantine is established because of such illness he/she will be paid for absence as provided in this Section.

ARTICLE 111
PERSONAL LEAVE

Personal leave shall continue to be defined as leave for the purpose of meeting urgent personal responsibilities and shall be available to teachers under the following conditions:

1. All regular (professional and temporary professional) employees, probationary employees, and temporary employees shall be eligible for up to two (2) personal leave days in each school year, beginning with their third year of continuous service.
2. Regular part-time employees shall be eligible for up to two (2) half-days personal leave or up to one (1) full-day personal leave in each school year, beginning with their third year of continuous service.

3. Full-time substitutes shall be eligible for up to one (1) day of personal leave in each school year, beginning with their third year of continuous service.

4. Personal leave days shall be noncumulative, except for purposes of severance pay computation.

5. No reason shall be required of, nor need be given by, the teacher who is applying for personal leave, except as provided under Section 6 of this Article and in accordance with administrative procedures in effect at the time of the execution of this Agreement.

6. Reasons for requesting personal leave shall be required where one (1) or more of the following conditions apply:
   a. During the first week of school and during the month of June.
   b. On either the first day or the last day of the school week.
   c. On the school day either preceding or following any regular holiday or vacation period.
   d. When two (2) consecutive workdays are requested.
   e. On days scheduled for testing or other special activities.
   f. When, due to unforeseen circumstances, an application for personal leave has not been submitted prior to the actual day for which such leave is requested.

7. On those days when reasons for personal leave are necessary (i.e., Monday and Friday, etc.—see Section 6), the following reasons only shall constitute acceptable urgent personal responsibilities:
   a. Serious illness in the family or serious family emergency—reason must be delineated by the personal leave applicant.
   b. Legal business—name of law firm, attorney, business firm, and time of appointment are required.
   c. Physical checkup—name of physician and time of appointment are required.
d. Activity in which a child or close relative is participating, such as graduation; employee’s wedding or wedding of a close relative or friend. Time of activity is required. (Travel time to any such activity is not a valid reason for personal leave.)

e. Religious holidays

f. Other urgent personal responsibilities similar in significance to the types of matters referred to above—in all of these the reason must be delineated by the personal leave applicant.

8. Personal leave shall continue to be administered in compliance with the established quotas for schools or departments that were in effect at the time of the execution of this Agreement.

9. Provision of paid leaves for absences from regular school, evening school, summer school, or other summer employment, due to deaths in the family, shall continue separate from personal leave, in accordance with administrative procedures in effect at the time of the execution of this Agreement and with the provisions of Article 114.

ARTICLE 112
VACATIONS AND HOLIDAYS

1. PFT-represented calendar-month, twelve-month professional personnel shall continue to be entitled to receive paid vacations annually in accordance with the Board’s vacation procedures applying to such professional employment classifications during the term of the previous Agreement and as provided for under applicable Vacation Articles contained in other PFT-negotiated Collective Bargaining Agreements.

2. CETA professional personnel shall receive the same vacation entitlement commencing September 1, 1978 as is provided to all other calendar-month, twelve-month PFT-represented professional and nonprofessional personnel.

3. PFT-represented calendar-month, twelve-month school personnel shall be entitled to eleven (11) workdays off as holidays in any calendar year.

4. PFT-represented calendar-month, less-than-twelve-month school personnel, if any are properly so-
employed, shall be entitled to workdays off for all holidays occurring during those months of the year in which they are employed, irrespective of whether any such holidays might fall on a Saturday or a Sunday.

5. The eleven (11) holidays referred to in Section 3 of this Article are the following:
   - New Year’s Day
   - Good Friday
   - Memorial Day (last Monday in May)
   - Independence Day
   - Labor Day
   - Veterans Day
   - Thanksgiving Day
   - Day after Thanksgiving Day
   - Workday before Christmas Day
   - Christmas Day
   - Workday before New Year’s Day

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

6. In case any holiday falls on a Sunday, the Monday immediately following will be recognized as the actual holiday. In case any holiday falls on a Saturday, the Friday immediately preceding will be recognized as the actual holiday.

7. In situations where regular schools may be open on any day which would normally have been a holiday, the holiday may be moved to a compensatory day off or, in the case of calendar-month, twelve-month personnel, added as a vacation day.

ARTICLE 113
OTHER BENEFITS

1. Retirement System Membership—Membership in the Pennsylvania Public School Employees’ Retirement System shall continue as a teacher benefit provided by the Board to teachers throughout the term of this Agreement, in accordance with the provisions of applicable state law.

2. Social Security—Coverage under Social Security shall continue as a teacher benefit provided by the Board
throughout the term of this Agreement, in accordance with the provisions of applicable federal law.

3. Workmen's Compensation Coverage—The Board and the Federation agree to meet during the term of this Agreement:

a. The parties will discuss the application of Workmen’s Compensation benefits to teachers.

b. The provisions of Section 3a of this Article shall not obligate the Board to make any changes in its existing Workmen’s Compensation procedures and practices as administered during the 1977-78 school year.

ARTICLE 114
ABSENCE DUE TO DEATH IN THE FAMILY

1. Teachers shall be paid full salary or wages for absence not to exceed four (4) workdays on account of the death of father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law, or parent-in-law, whether such a relative was a member of the teacher’s household or not. Pay for absence not to exceed four (4) workdays will also be made on account of the death of any other relative who was a permanent member of the teacher’s household, or of any other person with whom said teacher has made his or her home. Teachers shall also be paid full salary or wages for absence not to exceed one (1) day to attend the funeral of a first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, stepmother, stepfather, stepbrother, stepsister, half brother, or half sister. These relatives listed for one (1) day funeral absence shall include those who are relatives of the teacher’s spouse. Death leave applies to the period at the time of death and funeral, and will be approved only for consecutive workdays. Not more than one (1) day may be taken before death and all days of leave must be within a calendar period of six (6) days.

2. These provisions shall apply to regular school, evening school, summer school, or other summer employment, in accordance with administrative procedures in effect at the time of the execution of this Agreement.
ARTICLE 115
MILEAGE ALLOWANCE

1. The mileage reimbursement shall continue at the fifteen cents (15¢) per mile figure established by the Board, after consultation with the Federation.

2. The procedures for administering mileage allowances shall continue as established by the Board, with input from the Federation, during the 1973-74 school year.

3. The Federation shall be entitled to request a review by the Board of the mileage reimbursement provision of Section 1 of this Article after January 1, 1979. Any such review by the Board shall not carry any obligation for the Board to adjust the fifteen cents (15¢) per mile mileage reimbursement provision of Section 1.

ARTICLE 116
CREDIT UNION SUMMER SAVINGS DEDUCTION PLAN

The Board, upon proper authorization of the individual teacher, will continue to allow a payroll deduction for a summer savings plan with the Pittsburgh Teachers Credit Union.

ARTICLE 117
TERM OF THE AGREEMENT

This Agreement shall be in effect from Monday, September 4, 1978, until 11:59 P.M. on Sunday, August 31, 1980. During the term of this Agreement, the Federation will not authorize, permit, or condone any work stoppage, slowdown, or other form of curtailment of effort, and the Board or its staff will not authorize or permit any lockout of Federation members or other persons covered by this Agreement.
IN WITNESS WHEREOF, the parties hereto have set their hands this 26th day of September, 1978.

BOARD OF PUBLIC EDUCATION
School District of Pittsburgh

Helen Miscimarra, President of the Board
Francis L. Haggerty, Principal, South Hills High School

Jerry C. Olson, Superintendent of Schools and Secretary
Myrna L. Sumpter, Principal, Linden Elementary School

E. Robert Galligan, Executive Director of Personnel and Employee Relations
Brian White, Vice Principal, Knoxville Middle Grade Center

Leah R. Slomberg, Director of Employee Relations
William W. Penn, Director of Special Education

Bruce D. Campbell, Special Labor Counsel

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

Albert Fonkey, President and Chief Negotiator
Sylvia Wilson, Elementary Schools Representative

Joseph Zunic, Executive Secretary
Mario Lacenero, Member-At-Large

Rufus Jordan, Vice President for Senior High Schools
Saul Diamond, Member-At-Large

Paul Francis, Vice President for Middle Schools
Patricia C. Rose, Member-At-Large

Mary Van Horn, Vice President for Elementary Schools
George Gensure, Parliamentarian

Nancy Ewing, Secretary
Barbara Supinka, Member

Richard Nash, Senior High Schools Representative
Thomas Mattarochia, Member
MEMORANDUM OF AGREEMENT
RESIDENCY REQUIREMENTS

The Federation and the Board agree that residency requirements of any kind for employees are terms and conditions of employment and are mandatory subjects for bargaining under Section 701 of the Public Employee Relations Act. The Federation and the Board further agree that during negotiations which began on April 6, 1978, for a new Collective Bargaining Agreement covering teachers and other professional employees, as well as for new Agreements in the other two units represented by the Federation, all three of which would be effective September 4, 1978, long and extensive negotiations concerning the issue of residency requirements took place but the parties reached an impasse. In an effort to resolve their differences and to remove any impediments to reaching Collective Bargaining Agreements between the parties, the parties agree as follows:

1. In the event the unfair labor practice charge filed by the Federation at PERA-C-7364-W currently pending before the Pennsylvania Labor Relations Board is sustained, the parties agree and shall advise the Pennsylvania Labor Relations Board that the appropriate remedy is for the Board to rescind the current residency requirement and mail notice of that rescission to all affected employees represented by the Federation.

2. In the event a law is not passed prohibiting residency requirements by school districts in Pennsylvania, and the Board at any time between the date of this Memorandum of Agreement and the expiration of the Collective Bargaining Agreements to be effective September 4, 1978, adopts a residency requirement, the Federation agrees that it shall not file either an unfair labor practice charge or a grievance against the Board if the residency requirement so adopted is prospective only, i.e., it affects only employees hired after the date of its adoption.

3. The Board agrees not to adopt any residency requirement which affects employees represented by the Federation who are Board employees prior to the adoption of said residency requirement.

4. In the event the Board rescinds the current residency requirement prior to a decision by the Pennsylvania
Labor Relations Board on the unfair labor practice charge filed by the Federation at PERA-C-7364-W, the Federation agrees to withdraw said unfair labor practice charge.

5. The parties agree that this agreement affects only the specific issue of residency requirements and no others, and that neither party shall cite this agreement as precedent to show that the other waived its rights to take a contrary position in the event any other negotiations impasse is reached on any other issue either now or in the future.

6. All disputes between the parties concerning a violation, interpretation, application or meaning of any provisions of this Memorandum of Agreement shall be settled by submitting it to binding arbitration, using the grievance and arbitration procedures contained in the Collective Bargaining Agreement in effect between the parties at the time the dispute arises.

MEMORANDUM OF UNDERSTANDING
RETIREMENT CONSULTATION SERVICE

This will confirm the understanding reached during collective bargaining for a new Agreement between the Pittsburgh Federation of Teachers and the Pittsburgh School District with regard to employees in the unit composed of teachers and other professional employees of the Pittsburgh School Board.

The Pittsburgh Federation of Teachers has requested that the Pittsburgh Board of Public Education support the retirement consultation service provided by the Pittsburgh Federation of Teachers and made available to all professional personnel in the Pittsburgh School System whether or not they hold positions which are in a unit which has been certified by the Pennsylvania Labor Board for the purpose of collective bargaining. This retirement consultation service has been offered by the Pittsburgh Federation of Teachers since the latter part of the 1975-76 school year.

In consideration of the Pittsburgh Federation of Teachers’ having agreed to continue to make these retirement consultation services available to all professional personnel employed by the Pittsburgh School District in the same manner and consistent with the services provided by the...
Pittsburgh Federation of Teachers during the 1977-78 school year, the Pittsburgh School District agrees to support this retirement consultation service by the payment to the Pittsburgh Federation of Teachers of One Thousand Five Hundred Dollars ($1,500) in each school year during the term of the Collective Bargaining Agreement to become effective September 4, 1978, between the Board and the Union for teachers and other professional employees.

All disputes between the parties concerning a violation, interpretation, application or meaning of any provision of this Memorandum of Understanding shall be settled by submitting to binding arbitration, using the grievance and arbitration procedures contained in the Collective Bargaining Agreement in effect between the parties at the time the dispute arises.

**MEMORANDUM OF UNDERSTANDING**

**DEFINITION OF SCHOOL TERM**

The Pittsburgh Federation of Teachers, Local 400, AFT, AFL-CIO, hereinafter called the "Union", and the Pittsburgh Board of Public Education, hereinafter called the "Board", are presently involved in collective bargaining for a new Agreement to be effective September 4, 1978, for teachers.

In order to expedite the collective bargaining process and demonstrate mutual good faith, and in consideration of the mutual promises contained in this Memorandum of Understanding, the parties have agreed to the following mutually agreeable interpretations of the Pennsylvania Public School Code of 1949, as amended, insofar as it relates to Section 1003 of the Public Employe Relations Act, Act 195 of 1970.

The parties mutually agree that in applying Section 1003 of Act 195, the applicable period for determining whether or not 180 instructional days annually for students is achieved or may be achieved is the "school term" or the period of time elapsing between the opening of the public schools in the fall of one year and the closing of the public schools in the spring of the following year as provided in Section 102(3) of Article 1 of the Pennsylvania Public School Code of 1949, as amended. The parties also agree that the
The applicable period is not the "school year" as defined in Article 1, Section 102(4) of the Pennsylvania Public School Code of 1949, as amended.

The Union and the Board agree that neither party will assert in any manner whatsoever before any agency or in any court proceeding any position which is contrary to the interpretation set forth above, namely, that in applying the Pennsylvania Public School Code and interpreting Act 195 of 1970 the applicable period for determining 180 instructional days annually for student shall be the "school term" as defined in Section 102(3) of Article 1 of the Pennsylvania Public School Code of 1949.

This agreement shall remain in effect until it is changed by the mutual agreement of the parties or until either Section 102 of the Pennsylvania Public School Code of 1949 or Section 1003 of the Public Employe Relations Act, Act 195 of 1970, is changed by an act of the Pennsylvania legislature.

All disputes between the parties concerning a violation, interpretation, application or meaning of any provision of this Memorandum of Understanding shall be settled by submitting it to binding arbitration, using the grievance and arbitration procedures contained in the Collective Bargaining Agreement in effect between the parties at the time the dispute arises.

MEMORANDUM OF UNDERSTANDING
PUBLIC EMPLOYE RELATIONS ACT OF 1970
(Act 195)

This will confirm the understanding reached between the Pittsburgh Federation of Teachers, Local 400, American Federation of Teachers, AFL-CIO, hereinafter called the "Union", and the Pittsburgh Board of Public Education, hereinafter called the "Board".

The Union and the Board are presently involved in contract negotiations for a new Collective Bargaining Agreement to be effective September 4, 1978, for teachers. In order to demonstrate mutual good faith and to enhance the possibility for an early and mutually advantageous collective bargaining settlement, the parties have reached the following understanding and agreement with regard to cer-
tain procedures which are applicable under Act 195 of 1970, which is known as the Public Employe Relations Act.

The parties recognize that the Union may wish to assert a right to strike under Section 1003 of the Public Employe Relations Act, at the expiration of future Collective Bargaining Agreements which may be negotiated between the parties.

Therefore, the parties have agreed to the following with regard to the future schedule for collective bargaining under Act 195:

Negotiations for a new contract should begin no later than the beginning of April in any year in which a Collective Bargaining Agreement expires on or about September 3rd.

Either party's refusal to commence collective bargaining in the beginning of April of any year in which a Collective Bargaining Agreement expires on or about September 3rd shall be considered a refusal to bargain in good faith under the applicable provisions of Act 195 of 1970.

It is further mutually agreed between the parties that the procedures hereby agreed upon including the commencement and conduct of negotiations in the beginning of April of any year in which a Collective Bargaining Agreement between the parties expires on or about September 3rd shall constitute full compliance with any and all applicable procedural provisions of Article VIII of Act 195 of 1970, insofar as the right of the Union to negotiate both economic and noneconomic improvements for the time period commencing on or about September 4th of any year in which a Collective Bargaining Agreement between the parties expires on or about September 3rd and any right of the Union and its members to strike at any time following the expiration date of any future Collective Bargaining Agreement which expires on or about September 3rd, and that neither party will assert or allege otherwise in any manner whatsoever before any agency or in any court proceeding.

This agreement is reached in consideration of the acceptable collective bargaining settlement in contract negotiations for a new Agreement to be effective September 4, 1978. This agreement is subject to change only by the mutual agreement of the parties hereto or by a change in the applicable provisions of Act 195 of 1970 entitled the Public Employe Relations Act.
All disputes between the parties concerning a violation, interpretation, application or meaning of any provision of this Memorandum of Understanding shall be settled by submitting it to binding arbitration, using the grievance and arbitration procedures contained in the Collective Bargaining Agreement in effect between the parties at the time the dispute arises.
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Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s):

PITTSBURGH PA BD OF EDUC PROF EES LU 400

WITH TEACHERS PENNSYLVANIA

Would you please send us a copy of your current agreement— with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Acting Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 3,580

2. Number and location of establishments covered by agreement 130 schools in Pittsburgh, Pa.

3. Product, service, or type of business Public Education

4. If your agreement has been extended, indicate new expiration date 9/4/78 – 8/31/80

Leah R. Slomberg, Director of Employee Relations (412) 622-3650
Your Name and Position Area Code/Telephone Number
341 S. Bellefield Avenue Pittsburgh, PA. 15213
Address City/State/ZIP Code

BLS 2452 December 1976