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Comments
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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

September 3, 1985 through September 4, 1988
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September 3, 1985 through September 4, 1988
NEGOTIATING COMMITTEES
Pittsburgh Board of Public Education

RICHARD C. WALLACE, JR. Superintendent of Schools and Secretary
JAMES F. ANGEVINE Director of Planning and Support Service
LEE B. NICKLOS Director of Personnel and Employee Relations
BRUCE D. CAMPBELL Special Labor Counsel
LEAH R. SLOMBERG Director of Employee Relations (Retired)
J. BUCHHEIT SPOLAR Associate Director of Employee Relations
RICHARD R. FELLERS Director of Budget and Finance
WILLIAM W. PENN Director of Division for Exceptional Children

Pittsburgh Federation of Teachers

ALBERT FONDY President and Chief Negotiator
PFT Staff (formerly Carrick High School)
JOSEPH ZUNIC Executive Secretary
PFT Staff (formerly South High School)
RUFUS JORDAN Vice President for Senior High and Post-Secondary Schools
PFT Staff (formerly Carrick High School)
PAUL FRANCIS Vice President for Middle Schools
PFT Staff (formerly Allegheny High School and Latimer Middle School)
MARY VANHORN Vice President for Elementary Schools
Brookline Elementary Teacher Center
SYLVIA WILSON Secretary
Miller Elementary School
BARBARA SUPINKA Middle Schools Representative Allegheny Middle School
PATRICIA COLANGELO ROSE Elementary Group Representative
Brookline Elementary Teacher Center
JOHN TARKA Executive Board Member-At-Large
(Formerly Schenley High School)
GEORGE GENSURE Parliamentarian
Schenley High School Teacher Center
ELAINE NAPPER Executive Board Member-At-Large
Martin Luther King, Jr. Elementary School
NANCY EWING Trustee
Oliver High School
SHERMAN SHRAGER Middle Schools Representative
Greenway Middle School
WALTER WEAVER Treasurer
Brashear High School
SAUL DIAMOND Executive Board Member-At-Large
Reizenstein Middle School
MARIO LACENERE Executive Board Member-At-Large
Brashear High School
EDWARD PACE Financial Secretary
Knoxville Middle School
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PREAMBLE

This Agreement made and entered into as of the 3rd day of September, 1985, by and between the Pittsburgh Board of Public Education and the Pittsburgh Federation of Teachers, Local 400, American Federation of Teachers, AFL-CIO.

PART A

STRUCTURE OF THE AGREEMENT

ARTICLE 1

MUTUAL OBJECTIVES

OF THE

BOARD AND THE FEDERATION

1. 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.

2. To meet the needs of a progressive and forward-looking public school system, the Board and the Federation express a mutual obligation to and responsibility for education that extend far beyond the scope of a collective bargaining agreement governing terms and conditions of employment.

3. The parties agree that appropriate teacher dress is a positive example to students and a constructive influence on the general comportment of students and on the overall learning atmosphere in the schools.

4. The parties agree that clean, healthful, and safe conditions in the schools are a positive influence on the ability of teachers to teach and on a productive learning atmosphere for students.
ARTICLE 2
UNION RECOGNITION
AND
DUES DEDUCTION

1. The Pittsburgh Board of Public Education, hereinafter sometimes referred to as the “Board,” pursuant to applicable provisions of the “Pennsylvania Public Employe Relations Act of 1970,” 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 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 during a thirty (30) day period running between sixty (60) days and 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.

3. Effective January 1, 1984, the Board shall provide payroll deduction for voluntary contributions to the PFT Political Action Fund as follows:

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a. The Federation shall submit to the Division of Employee Relations voluntary, signed PFT Political Action Fund payroll deduction authorization cards. Deductions will commence no later than the next month after the cards are received.

b. The voluntary, signed PFT Political Action Fund payroll deduction authorization cards shall specify a whole dollar amount to be deducted from the participating teachers' monthly pay, but with the deductions being made from each paycheck, i.e., from twenty (20) paychecks throughout the ten-month regular school year.

c. Any increase, decrease, or revocation of an authorization will not be effective during the school year. Any such increase, decrease, or revocation must be submitted in writing to the Division of Employee Relations and shall be effective with the beginning of the next school year after the written request is received by the Division of Employee Relations.

d. Monies voluntarily deducted under the provisions of this Section shall be remitted to the Federation twice annually:

(1) The first such payment each year to the Federation shall be made no later than August 31 and shall cover contributions for the months of January through June.

(2) The second such payment each year to the Federation shall be made no later than January 31 and shall cover contributions for the months of September through December.

(3) Each time contributions are remitted to the Federation, they shall be accompanied by a printout of the contributing Federation members and the amounts of their individual contributions.

e. The Federation agrees to defend, indemnify, and hold harmless the Board in connection with any cost or litigation arising out of any deductions made pursuant to this Section.
ARTICLE 3  
UNION MATTERS

1. The parties agree that a copy of this Agreement will be provided to each unit employee by the Board. The Federation agrees to reimburse the Board for one half ($\frac{1}{2}$) the cost of printing copies of this Agreement for distribution to each unit employee and to continue to reimburse the Board in full for any additional Agreement copies which may be requested by the Federation.

2. 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.

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. The Board agrees to provide the Federation with the following:
   a. Monthly Board Minutes, including bound copies, and a copy of the annual Employee Directory.
   b. Information on any new or changed programs, experiments, research, etc., and a copy of any bulletins and publications relating to educational matters.
   c. Any proposed reductions or increases in unit positions or assignments.
   d. At least once during the term of this Agreement, a system-wide seniority list with the most recent date of hire for each unit employee, the job category, and the certification in which each teacher listed is teaching as of the date of the list.
   e. The names, addresses and schools of all unit employees within twenty-five (25) school days after the opening of school each year; the names, addresses and schools, if known, of newly hired unit employees at least monthly, including during the summer; and an annual list of the names, addresses and telephone numbers of Federation members.
f. Subject to reimbursement of the cost by the Federation, such other printouts and mailing labels for unit employees as were made available in the past.

5. a. 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.

b. 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.

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

6. Union business provisions:

a. 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.

b. On twenty-four (24) hours notice to the principal of the school, the authorized representative of the Federation shall normally be permitted to schedule meetings in the building before or after regular duty hours or during lunch time of the teachers involved. Such meetings shall not disrupt normal school operations.

c. 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.

d. 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.

7. a. 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.

b. A maximum of nine (9) 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 released from duty for one (1) year periods in order to perform union activities. The Federation agrees that no more than four (4) of these teachers shall be assigned at any one time to provide representation for its various bargaining units with the Department of Personnel and Employee Relations and otherwise to work regularly within the School District in the administration of the Federation’s various Agreements. Such releases may be renewed from year to year upon request by the Federation. Those teachers released shall retain all benefits and shall continue to accrue seniority for salary increments and all other purposes as though they were in regular duty, except that there shall be no accumulation of additional sick leave and personal leave. The Federation shall reimburse the
Board in full for all salary costs, benefit costs, and employer costs incurred by the Board in releasing teachers from duty under this Section. Upon return to duty, which shall normally only occur at the start of a school year or second semester, teachers shall be placed in accordance with the provisions of Article 32.

c. 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 110, 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.

8. a. The parties agree to continue to work cooperatively on the TRACS project involving the recruitment of new students, the reattraction of former students, and the retention of current students.

b. The Board agrees that in the process of developing and adopting its mainstream budget each budget year, any provisions for mainstream budget position reductions and/or teacher layoffs for the following school year will not refer to any number of actual layoffs unless there has been a prior discussion between representatives of the Union and the Superintendent of Schools and/or the Department of Personnel and Employee Relations.

Should any actual layoffs be planned, the Superintendent of Schools and/or the Department of Personnel and Employee Relations will discuss them with the Union before final recommendations are presented to the Board for implementation.
ARTICLE 4
EMPLOYER RIGHTS

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

ARTICLE 5
SAVINGS AND INTEGRATION

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 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.

ARTICLE 6
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, adjunct teachers, 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 7
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 8
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 9
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 26 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 26.

With respect to the Articles and Sections of Part B and notwithstanding any other provisions of Article 26 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.
ARTICLE 10
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. a. Class sizes for various special education classes are covered under Article 11, Special Education, Section 9., Subsection b.

b. Class size provisions for split grade classes are covered in Article 47, Split Grade Classes, Section 2.

7. Within each individual school, class sizes for various grade levels, departments, and subject areas shall continue to be balanced reasonably.

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 11
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 effort 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 effort 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. The Board shall continue to provide one (1) special education certified replacement teacher to work primarily with PMR and TMR classes at Conroy Education Center.

3. The Board shall assign one (1) mobility specialist to the Conroy Education Center throughout the term of this Agreement, subject to continued funding of this position by the applicable nonmainstream funding source.

4. The parties recognize that the law requires that handicapped students be integrated with regular students in both academic and nonacademic classes. In the case of educable mentally retarded, socially and emotionally disturbed, and learning disabled students, no more than five (5) such 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 and appropriate placement as indicated on the Individual Educa-
tion Program (IEP) developed by the special education teacher, building administrator or designee, and the student’s parent. The limit of five (5), or in some cases six (6), handicapped students in a mainstream class may be exceeded under individual circumstances and to comply with the law, either with the agreement of the teacher of the mainstream class or following mutual agreement to an individual exception to said limit between the Federation and the Director of the Division for Exceptional Children.

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

6. The primary and intermediate educable mentally retarded students shall not normally 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.

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

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 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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Maximum Equivalent Full-Time Daily Membership (Limit for Each Class Period — See Subsection c.)</th>
<th>Maximum Class Membership Per Teacher (List of Total Students Served)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educable Mentally Retarded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elementary Schools</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Middle Schools</td>
<td>15</td>
<td>18</td>
</tr>
<tr>
<td>High Schools</td>
<td>15</td>
<td>30</td>
</tr>
<tr>
<td>Trainable Mentally Retarded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elementary Level</td>
<td>12</td>
<td>12*</td>
</tr>
<tr>
<td>Secondary Level</td>
<td>15</td>
<td>15*</td>
</tr>
<tr>
<td>Profoundly Mentally Retarded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elementary Level</td>
<td>8</td>
<td>8**</td>
</tr>
<tr>
<td>Secondary Level</td>
<td>8</td>
<td>8**</td>
</tr>
<tr>
<td>Socially &amp; Emotionally Disturbed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elementary Schools</td>
<td>12</td>
<td>12*</td>
</tr>
<tr>
<td>Elementary Schools Resource Room</td>
<td>6</td>
<td>20</td>
</tr>
<tr>
<td>Middle Schools</td>
<td>6</td>
<td>20</td>
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<tr>
<td>High Schools</td>
<td>6</td>
<td>20</td>
</tr>
<tr>
<td>McNaugher Ed. Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Elementary)</td>
<td>12</td>
<td>12*</td>
</tr>
<tr>
<td>Category</td>
<td>Maximum Equivalent Full-Time Daily Membership (Limit for Each Class Period — See Subsection c.)</td>
<td>Maximum Class Membership Per Teacher (List of Total Students Served)</td>
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<tr>
<td>McNaugher Ed. Center</td>
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<tr>
<td>(High School)</td>
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<tr>
<td>Physically Handicapped</td>
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<tr>
<td>Elementary Level</td>
<td>12</td>
<td>12*</td>
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<tr>
<td>Secondary Level</td>
<td>12</td>
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<tr>
<td>Learning Disabled</td>
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<tr>
<td>Elementary School</td>
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<td>12*</td>
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<tr>
<td>Elementary Schools</td>
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<tr>
<td>Resource Room</td>
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<td>20</td>
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<tr>
<td>Middle Schools</td>
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<td>20</td>
</tr>
<tr>
<td>High Schools</td>
<td>6</td>
<td>20</td>
</tr>
<tr>
<td>Itinerant</td>
<td>4</td>
<td>50</td>
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<tr>
<td>Hearing Impaired</td>
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<tr>
<td>Elementary Schools</td>
<td>8</td>
<td>8</td>
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<td>Elementary Schools</td>
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<td>Resource Room</td>
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<td>Middle Schools</td>
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<td>15</td>
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<tr>
<td>High Schools</td>
<td>5</td>
<td>15</td>
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<tr>
<td>Itinerant</td>
<td>4</td>
<td>50</td>
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<tr>
<td>Visually Impaired</td>
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<tr>
<td>Elementary Schools</td>
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<tr>
<td>Elementary Schools</td>
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<td>Resource Room</td>
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<td>Middle Schools</td>
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<td>15</td>
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<tr>
<td>High Schools</td>
<td>6</td>
<td>15</td>
</tr>
<tr>
<td>Itinerant</td>
<td>4</td>
<td>50</td>
</tr>
<tr>
<td>Speech &amp; Language</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Itinerant</td>
<td>4</td>
<td>90***</td>
</tr>
<tr>
<td>Speech and Language</td>
<td></td>
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<tr>
<td>Elementary Schools</td>
<td>12</td>
<td>12*</td>
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<tr>
<td>Gifted</td>
<td></td>
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<tr>
<td>Elementary Schools</td>
<td>18</td>
<td>90</td>
</tr>
<tr>
<td>Middle Schools</td>
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<td>90</td>
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<tr>
<td>Mixed Categories</td>
<td>6</td>
<td>20</td>
</tr>
<tr>
<td>Mixed Categories EHA</td>
<td>(12 in the morning and 12 in the afternoon)</td>
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<td></td>
<td>12</td>
<td>24</td>
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<tr>
<td>*With One (1) Aide</td>
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<td></td>
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<tr>
<td>**With Two (2) Aides</td>
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<td></td>
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<tr>
<td>***Refers to number of pupil sessions. Schedules must have prior approval of the supervisory instructional specialist.</td>
<td></td>
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</tr>
</tbody>
</table>
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.

d. The parties recognize that class sizes under this Section may be distorted by protracted absences by students in the high schools. Therefore, in determining class sizes under this Section, a student whose attendance history indicates no reasonable probability of normal attendance shall not be counted. Absence for twenty (20) consecutive school days indicates no reasonable probability of normal attendance. Students not counted because of absence who subsequently begin attending on a regular basis shall be added to the determination of the class size maxima under this Section. Under this provision, no more than one (1) student shall be returned from the absent category to the active class roll at any one time without an adjustment, unless the class, following the return, is at or below the class size maximum. This means that although several students may be in the absent category for a given class, the number of students who may return from that category to the active class roll at any one time during a semester is limited to one (1) above the maximum class size.

e. McNaugher Education Center high school students shall not be counted in the class totals when they miss ten (10) consecutive days of school. The twenty (20) school days of consecutive absence referred to in Section 9. d. above shall not apply at McNaugher Education Center (high school). At McNaugher Education Center (high school) a student who misses ten (10) days shall be placed in the absent category and an additional student may then be assigned to the class as long as the active class roll does not exceed twenty (20) students.

10. Background material on a student, such as identifying information, address, and telephone numbers, should
be provided to a special education teacher receiving a transferred student or a new student into any special education program.

ARTICLE 12
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 Education Consolidation and Improvement Act (ECIA) Chapter I who may be experiencing serious difficulty in learning to read will 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. The conference will be held following the testing of each such school's involved third graders.

2. The Board shall maintain reading specialist teaching positions in accordance with the filling of these positions during the course of previous Agreements, 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, as provided in Article 15, Section 1.

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, at its discretion, shall provide in-service training to reading specialists.
ARTICLE 13
ATHLETIC 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. Effective with the 1985-86 school year, at least $7,000 annually shall be allotted 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 only the following number of exhibition games:
      (1) Basketball (boys and girls) — All exhibition games, except that full reimbursement for transportation shall be restricted to those games which are within a radius of seventy-five (75) miles. For games, if any, beyond the seventy-five (75) mile radius, partial reimbursement will be made in the amount which would apply to games which are seventy-five (75) miles away.
      (2) Swimming, volleyball, and tennis — Four (4) exhibitions per school [two (2) boys and two (2) girls] in each sport.
      (3) Baseball — Three (3) exhibitions per school for boys only.
      (4) Softball — Three (3) exhibitions per school for girls only.
      (5) Track and Cross Country — Two (2) exhibitions per school [one (1) boys and one (1) 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 only the following number of exhibition and tournament games:

(1) Basketball — All exhibition games for both boys' and girls' teams.

(2) Swimming — Two (2) exhibitions per school, applying separately to both boys' and girls' swimming teams.

(3) Volleyball — Two (2) exhibitions per school and two (2) tournaments per school, applying separately to both boys' and girls' volleyball teams.

(4) Baseball — Three (3) exhibitions per school, applying to boys' baseball team only.

(5) Softball — Three (3) exhibitions per school, applying to girls' softball team only.

(6) Track — One (1) exhibition per school, applying separately to both boys' and girls' track teams.

(7) Cross Country — One (1) exhibition per school, applying separately to both boys' and girls' cross country teams.

4. a. Effective with the 1985-86 school year, at least $1,200 annually shall be allotted to each middle school, including magnet middle schools, to cover both boys' and girls' athletics combined. Effective with the 1986-87 school year, this annual amount shall be increased to at least $1,500.

b. Transportation costs and officiating fees shall continue to be paid by the Board for all regularly scheduled middle schools, including magnet middle schools, interscholastic basketball games, swimming meets, softball games, and soccer games for both boys' and girls' teams.

5. Intramural programs shall continue to be provided in all middle schools, including magnet 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 following provisions continue to apply in each school year to the normally-required minimum number of student participants on interscholastic athletics teams.

a. Number of participants:

**Senior High Schools**
- Football — 33  
  (Must have a Jr. Varsity team)
- Basketball — 20  
  (Must have a Jr. Varsity team)
- Baseball — 18
- Softball — 18
- Track — 20; Small School — 15
- Swimming — 15; Small School — 12
- Volleyball — 12
- Cross Country — 15; Small School — 10
- Tennis — 8
- Golf — 8; Small School — 5

**Middle Schools**
- Basketball — 15
- Swimming — 15; Small School — 12
- Softball — 18
- Soccer — 15

b. In the event the number of participants on a particular team should drop below the applicable above figure after the team is in operation in a given season, the team will continue for the balance of the season.

c. If in the formation of a team the number of participants narrowly misses reaching the applicable above figure, the Associate Director for Interscholastic Athletics will have the discretion to approve the team’s operation. The main consideration for such approval will be the degree to which the attained number of participants appears likely to remain stable for the entire season.

d. In those sports where coeducational teams are practicable, if the applicable figures cannot be achieved for both a separate boys’ team and a separate girls’ team, then the already-existing School District alternative of forming a coeducational team will be maintained in accordance with previously established practices.
7. The program of reimbursements for interscholastic athletics will continue to be administered by the Section on Interscholastic Athletics.

8. 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 14
PHYSICAL EDUCATION AND ATHLETICS

1. Physical education classes shall be maintained at all grade levels for boys and girls according to federal and state mandates.

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 and supplies  
   h. adaptive physical education

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

   *not required in elementary schools

4. In each school year during the term of this Agreement, limited interscholastic athletics programs in basketball, swimming, softball, and soccer will be conducted in the middle schools, including the magnet middle schools, with separate teams and separate coaches for boys and girls. (“Limited” means that the programs will be less extensive than for senior high school teams in the same sport.)
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

ARTICLE 15
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. Less than five (5) full-time teachers or the equivalent of five (5) full-time teachers may be assigned to a team in situations where underenrollment so warrants. 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 10 and the number of teaching periods requirements of Article 44 are met.

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

3. The matter of rotation by middle schools OVT teachers shall be handled over the term of this Agreement in the following manner. Rotation refers to the concept wherein middle schools OVT teachers have their teaching schedules follow, from subject area to subject area within their certification, a class(es) of students who are assigned to them, rather than the teachers specializing in individual subject areas of their certification. In any three-house middle school where there is sufficient OVT staff to permit OVT teachers to specialize, and if the principal at such a middle school and the Associate Superintendent for School Management agree that stu-
dents are receiving the expected OVT instruction and career guidance without the employment of rotation, then rotation need not be utilized at that school.

**ARTICLE 16**

**MAJOR DISCIPLINE AREAS**

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

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.

Nothing in this Section shall be construed to alter the responsibilities or the rights of teachers or the responsibilities or the rights of the School District under the Pennsylvania Political Subdivision Tort Claims Act.

a. The Board's Legal Department shall continue to provide payment for legal assistance, acquired in cooperation with the PFT, 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 this legal 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 in a specific case conflicts with protection of the teacher, the teacher and the Federation shall be so advised, and any Legal Department assistance in that specific case shall be confined thereafter to those areas, if any, wherein such conflict does not exist. The Board shall continue to allocate an amount of $5,000 annually, i.e., each calendar/budget year, to provide the preceding referred-to legal assistance.

b. The Board shall continue to allocate another amount of $5,000 annually, i.e., each calendar/budget year, to provide payment for legal representation, acquired in cooperation with the PFT, for teachers and other professional and paraprofessional School Board personnel in equitable or criminal legal actions initiated by those personnel against students, nonstudents, or adults. These legal actions must have arisen from student offenses and discipline in the schools and related incidents, including where a teacher is pressing charges against a student, nonstudent, or adult 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.

c. The two (2) $5,000 annual amounts indicated in Subsections a. and b. above may be used interchangea-
bly, i.e., a total of $10,000 is available annually to cover an aggregate set of matters which may occur each year under either Subsection a. or Subsection b. The Board's total annual liability for the cost of legal representation under the combination of Subsections a. and b. above shall continue to be limited to $10,000 per calendar/budget year.

3. All incidents of school-connected assaults upon students or Board personnel, including teachers, shall be reported to the Superintendent of Schools through the Office of School Management or the organizational equivalent. 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 may 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 distribute to each new teacher a complete copy of the “School Discipline Code and Procedures.” This copy shall also include the full set of attendance standards for students. All teachers shall receive a copy of any amendments to this Board publication.

8. In-school suspensions, should they be employed at any school, shall continue to be understood to be a procedure to be utilized as an alternative to out-of-school suspensions.

ARTICLE 17
ELEMENTARY SCHOOLS

1. The Board shall continue to work 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. Provisions dealing with both elementary school specialist teachers and relief teachers are contained in Article 43, Elementary School Teaching Schedules and Teaching Day, Section 3.

2. Utilization of the daily ESEP period in all elementary schools shall continue as prescribed by the Department of Elementary Schools during the term of the 1976-1978 Agreement.

ARTICLE 18
EMPLOYMENT OF REPLACEMENT TEACHERS

1. Replacement teachers shall be hired in each school year during the term of this Agreement for the purpose of replacing teachers who are absent. The term “replacement teachers,” either in this Article or in any other Article of this Agreement, does not refer to the floating replacement teachers who serve the Schenley High School Teacher Center program, nor to the alternate
teachers who serve the Brookline Elementary School Teacher Center program.

2. A minimum of forty (40) replacement teacher positions shall be authorized for each school year for this purpose. (Note the related provisions of Article 30, System-Wide Seniority and Layoff-Recall Provisions, Section 6.)

3. Replacement teachers, who are regular professional employees, shall also be considered to fill full-time substitute vacancies for which they may qualify, subject to the provisions of Article 37, Teacher Vacancy Lists, Section 4.

4. a. Up to twenty-four (24) of these forty (40) replacement teacher positions may be utilized by the School District each school year to staff the alternate teacher positions required to conduct the Brookline Elementary School Teacher Center program.

b. Up to an additional five (5) of these forty (40) replacement teacher positions may be utilized by the School District each school year to complete the teacher staffing at the Brookline Elementary School Teacher Center, i.e., to maintain the teaching schedule standards agreed to by the parties for the operation of the Brookline Elementary School Teacher Center.

ARTICLE 19
ALLOTMENT OF FUNDS FOR SENIOR HIGH SCHOOL AND MIDDLE SCHOOL MUSIC-RELATED EXPENSES

1. Each senior high school shall continue to be provided with an annual allowance of $1,800 to be used for the replacement and for the cleaning and maintenance of band uniforms, choir robes and other items of dress related to the conduct of the senior high school’s music program.

2. Each middle school shall continue to be provided an annual allowance for items of dress related to the conduct of its music program on the following basis:

   a. Two and three house middle schools — $900
   b. Other middle schools — $600
3. Each high school and middle school shall be provided reasonable transportation assistance in order to enable bands, orchestras, and choral groups to represent the schools in performances at athletic events, music competitions, and community affairs (parades, holiday programs, etc.).

ARTICLE 20
SUMMER SCHOOL EMPLOYMENT CRITERIA

1. The following factors for consideration by the Board in making summer school teaching assignments are not necessarily listed in the order of their importance.

a. Preference point totals as defined in Section 5. of this Article shall be the seniority criteria that apply to the selection of summer school teachers.

b. First eligibility to teach a specific summer school subject course(s) shall continue to be extended to those teachers who taught the subject course(s) either during the school year in which summer school application is made or in the immediately preceding school year, irrespective of the certification(s) teachers making application may hold. Teachers must be certified to teach the summer course(s) for which they apply. Selection of such teachers shall continue to be in accordance with the provisions of Section 5., with said provisions applicable to those teachers who apply and are eligible to teach a specific course(s). However, as begun during the summer of 1979, during any summer in which the secondary school summer program is restricted solely, or primarily, to seniors only, a teacher having extensive overall seniority and extensive summer school seniority will be eligible for summer school selection even if said teacher, while holding the proper certification to teach an available summer subject, did not actually teach that summer subject either during the school year in which the summer school application is being made or during the immediately preceding school year but did teach in the overall field of certification in which that summer subject lies.
c. Teachers who teach or work in a new or unique school year program shall continue to have first eligibility to teach or to work in any summer extension of that program, provided the parties agree that the program is new or unique prior to the posting of summer school teaching and summer work opportunities. Selection of such teachers shall again continue to be in accordance with the provisions of Section 5.

d. The provisions of Subsection b. shall not apply to the Pioneer Education Center, Conroy Education Center, or Connelley Skill Center. Teachers at Pioneer, Conroy, and Connelley will be given first preference on summer teaching jobs at their respective schools when the summer teaching job is in a program designed for their school and their students.

e. Past performance in regular school year teaching assignments and/or in summer school teaching assignments shall also be applied in the selection of summer school teachers, as follows:

(1) Teachers receiving below-average or unsatisfactory ratings for the school year in which summer school application is being made shall not be eligible for summer school employment in that summer.

(2) Teachers receiving below-average or unsatisfactory ratings for the evening school year immediately preceding the one for which evening school application is made shall not be eligible for evening school employment in that school year.

(3) Teachers who are interviewed by the Division of Personnel in two (2) consecutive years with regard to excessive absenteeism shall not be eligible for summer school employment in the summer of the second (2nd) of the two (2) consecutive years.

2. No person who is not a classroom teacher in the Pittsburgh Public Schools 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 con-
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) SYEP 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 5.a.).

   (2) Years of service in the Pittsburgh Public Schools beyond ten (10) years.

ARTICLE 21
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 22
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 point 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.

(1) Teachers receiving below-average or unsatisfactory ratings for the school year immediately preceding the one for which evening school application is made shall not be eligible for evening school employment in that school year.

(2) Teachers receiving below-average or unsatisfactory ratings for the evening school year immediately preceding the one for which evening school application is made shall not be eligible for evening school employment in that school year.

(3) Teachers who are interviewed by the Division of Personnel in two (2) consecutive years with regard to excessive absenteeism shall not be eligible for evening school employment during the school year immediately following those two (2) consecutive years.

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 23
SCHEDULE FOR CLOSING DAYS
OF SCHOOL IN
SENIOR HIGH SCHOOLS

1. The final examination schedule in all senior high schools shall commence four (4) 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 four (4) school days in senior high schools:

a. First Day morning lunch —opening day for final examinations —two one-hour final examinations —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
   morning —closing day for final examinations
   lunch —two one-hour final examinations
   afternoon —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)
   —correction by teachers of final examinations

c. Third Day
   morning —final school day for students
   lunch —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
   afternoon —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)
   —correction by teachers of final examinations

d. Fourth Day —final day of regular school year for teachers
   (1) completion of correction by teachers of final examinations
   (2) closing clerical work and closing staff meetings

3. No students shall be permitted at school during these final four (4) 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. for scheduled conferences or appointments with teachers, counselors or other school personnel
   d. 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 2.a. 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 24**

**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 terms of this Agreement. This Article conforms 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. Effective with the 1986-87 school year, senior examinations shall be given no sooner than beginning with the tenth school day prior to the regular close of the school year and shall be completed no later than the ninth 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 eighth 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. 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 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 55, Substitution Services by Full-Time Teachers, Section 3.

ARTICLE 25
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 following:

1. The setting of the schedule of paydays to be observed during the following school year. Paydays shall normally be scheduled on Fridays and may also be on the workday immediately preceding a holiday period.

2. The use of five (5) or six (6) Fridays (and/or Mondays) on which school is not scheduled as part of the Board attendance improvement program.

3. Adapting the school calendar to accommodate Rosh Hashanah and Yom Kippur as days on which no school is scheduled as part of the Board attendance improvement program and in order to maintain continuity in the educational process.
a. No more than two (2) such days shall be observed in the school calendar during any school year.

b. This provision may be implemented through an earlier opening of the school year or by other calendar adjustments, but not by any adoption of a school calendar which would extend the regular school year into another week in June.

c. The three (3) customary holiday periods (Thanksgiving Vacation, Christmas Vacation, Spring Vacation) shall continue to be observed in the school calendar each school year.
PART C
PERSONNEL PROCEDURES

ARTICLE 26
GRIEVANCE AND ARBITRATION PROCEDURES

Definitions
A grievance is a difference concerning:

1. a deviation from, or an interpretation or an application of, an administration-approved practice, a system-wide established practice, or a Board-adopted policy, relating directly to those working conditions of 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 Associate or Deputy Superintendent or other appropriate Administrator.

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

7. The Administrator 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 Administrator 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 Director of Personnel and Employee Relations.

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

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

FOURTH LEVEL

11. The decision of the Superintendent of Schools or the 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 thirty (30) days after appointment. Ten (10) days notice shall be given to all parties of the time and place of the hearing. Within thirty (30) days after completion of the hearing, the arbitrator shall render a decision. The decision, including awards, of the arbitrator shall be final and binding on the parties. Any decision of the arbitrator requiring legislation by an agency other than the Board will only be effective if such legislation is enacted. The costs of arbitration shall be equally shared by the parties to the arbitration.

c. Grievances as defined in definition 4 above may be appealed by the president of the Federation 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 27
DUE PROCESS APPEALS FROM DISCIPLINARY ACTIONS AGAINST TEACHERS

1. 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 26, Grievance and Arbitration Procedures.

2. The following provisions shall apply to any one (1) day disciplinary suspension of a teacher by a principal:

   a. Where the continued presence in a school of a teacher could be detrimental to the orderly operation of the school, the suspension may be effective immediately. However, the Federation shall be informed of such a suspension action as soon as reasonably possible after the suspension action has been reported to the Department of Personnel and Employee Relations.

   b. If Section 2. a. above is not applicable, no suspension may take effect until the completion of two (2) workdays after the workday on which the teacher has received written notice of the suspension from the principal. If requested by the Federation, a representative of the Department of Personnel and Employee Relations or the Deputy or Associate Superintendent will meet with a representative of the Federation within the two (2) workday period to discuss the suspension.

   c. If the discussion referred to in Section 2. b. above is not sufficient to resolve the matter, the Federation continues to have recourse to the provisions of Section 1. of this Article. In such case the ten (10) workday grievance-filing time period shall commence with the day on which the teacher originally received the written suspension notice from the principal, unless the parties should mutually agree to an extension of that time period.

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

4. When disciplinary matters are appealed by the Federation to arbitration, no prior hearing shall be required before the School Board.

ARTICLE 28
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 Associate Director of Personnel.

7. “Satisfactory” ratings for tenured professional employees shall not contain negative anecdotal comments 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 “unsatisfactory,”
with the provision that a rating of “below average” may be utilized in situations where a teacher’s performance is marginal or bordering on “unsatisfactory.”

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.
   a. There will continue to be only a single annual rating for any teacher in a given school year.
   b. Interim unsatisfactory ratings and ratings warnings may continue to be given to teachers in appropriate circumstances.

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.

“Extraordinary situations,” as referred to in this Section, shall apply to the following:
   a. A serious incident or matter arising near the close of the school year (or school semester for nontenured teachers) after the time specifications of Section 10. (or Section 11.).
   b. A serious incident during the school year warranting an immediate unsatisfactory rating.
   c. A situation where a tenured teacher had received an unsatisfactory annual rating for the preceding school year.

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 29
BUILDING SENIORITY AND
VOLUNTARY OR INVOLUNTARY
TRANSFERS OF TEACHERS

The criteria of this Article shall apply, as appropriate, to the determination of 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.

In addition, various provisions of this Article deal with the following: teachers who are displaced from their previous teaching positions by school closings or by complete change in status of schools; teachers who are assigned to new schools and to schools whose status has completely changed; teachers who are displaced from promotional or other nonteaching positions; building seniority of teachers on leave and returning from leave; special employment category seniority of teachers; place-holder building seniority provisions covering teachers who temporarily or provisionally accept alternate positions, and building seniority, certification, and teacher transfers in general.

1. Building seniority shall be applied to determine the right of a teacher to remain at a school when a reduction of position(s) is occurring at the school, provided, however, that:

   a. Appropriate teacher certification(s) requirements shall continue to be observed.

   b. Integration of a faculty shall continue to be a factor for consideration in staffing.

   c. 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 and female physical education teachers assigned to each school.

2. System seniority is consecutive time as a regular teacher, other professional employee, or other promoted employee since the most recent date of hire, including any time spent on Board-approved leave(s) of absence but excluding time employed as a full-time substitute.

3. Building seniority is consecutive or credited time as a regular teacher at the teacher’s current school, inclusive
of any time spent on Board-approved leave(s) of absence, such as sabbatical leaves, military leaves, Board-paid exchange teaching leaves, maternity leaves, professional study leaves, and so on. Full-time substitute time does not qualify for building seniority credit.

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

b. Regular part-time teachers shall receive proportionate building seniority credit commensurate with the amount of regular part-time service rendered.

4. Procedures to determine building seniority in the event of transfers:

a. If a teacher voluntarily transfers to another school, the teacher shall receive building seniority credit at the new school equal to one half (½) of his/her system seniority.

b. If a teacher is required to transfer to another school, that teacher shall transfer to the new school his/her building seniority or one half (½) of his/her system seniority, whichever is greater.

c. If a teacher with a satisfactory rating voluntarily elects to transfer from a school and, as a result, his/her transfer makes it unnecessary for some other less senior teacher to be involuntarily transferred from that school, then the teacher who has voluntarily transferred shall have his/her transfer treated as an involuntary transfer for purposes of crediting his/her building seniority at the new school. Such transfers must be reviewed and approved by the Division of Personnel.

d. Teachers who are assigned to a new school or to a school whose status has been completely changed shall all have the same building seniority at the time of the opening of that school. Such teachers’ building seniority rankings, therefore, shall be determined by their comparative system seniority.

e. 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.

f. If a teacher voluntarily transfers from a school which has been officially designated for closing or for a change in status and does so before the actual date for the closing or change in status has arrived, that teacher's transfer shall be considered an involuntary transfer for purposes of crediting building seniority at the teacher's new school, provided that the transfer occurs no more than one (1) year prior to the actual date set for the closing or change in status of the school.

g. A teacher assigned to a school for the duration of a semester or school year, or for the entire semester or school year, under the provisional conditions of Article 37, Sections 2., 3., or 4. (but not under the Section 2. provisions where the filling of the position is done consistent with all procedures applying to the filling of posted vacancies), 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, subject to modification by any other applicable terms of this Article. This provision shall apply to replacement teachers, as well as to newly-hired teachers, other regular teachers, and full-time substitute teachers.

h. If a displaced teacher or a teacher returning from leave is assigned temporarily to a school, such a teacher shall receive additional building seniority credit for the time he/she is assigned temporarily to that school.

i. Following a leave of absence which has exceeded one (1) year, teachers who are being newly assigned to a school (or who are returning to a school) shall receive building seniority credit at the school under involuntary transfer status (which includes building seniority credit for the time spent on leave).

5. If building 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. System 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 ¼ credit, whichever is applicable), or

h. Placement on eligibility list at time of hire.

6. a. No full-time or day-to-day substitute positions or teachers will be retained at school(s) involved in a closing of position(s), except where certification factors make such retention necessary.

b. Full utilization at a school will be made of positions left unoccupied as a result of retirements, resignations, promotions, transfers, leaves, and other such occurrences before any teacher is involuntarily transferred from the school under applicable provisions of this Article.

7. a. The Board shall delay reassigning displaced teachers for as long as is reasonably possible over the summer in order to expand the number of openings that are available for the reassignment of such teachers. Such reassignments shall be made by the Division of Personnel, with displaced teachers being reassigned within each certification on the basis of their comparative system seniority. This latter provision means that the most senior teacher within a particular certification is reassigned first, and so on, in the order of the displaced teachers’ system seniority within the certification. It does not mean that each displaced teacher has a choice among all the unfilled vacancies in his/her certification at the time when he/she is being reassigned.
b. No reassignment of a displaced teacher shall be made for arbitrary or capricious reasons. The existence of a particular vacancy does not constitute an offer or guarantee of reassignment to the vacancy for a specific displaced teacher, since it is necessary for the Division of Personnel to examine several factors in addition to system seniority in offering reassignment to each displaced teacher.

c. Teachers displaced for any reason will be offered placement into vacant positions, insofar as is possible, before newly hired teachers are assigned by the Board.

d. In reassigning displaced teachers, the Division of Personnel shall also consider the normal transfer applications of experienced teachers.

e. A teacher who agrees to reassignment to a particular school may not later in the same summer request reassignment to a different school.

8. Teachers who receive an unsatisfactory rating for a school year in which a reduction of position(s) in their certification(s) is occurring at their school surrender any building seniority rights insofar as their entitlement to remain at the school is concerned.

9. a. 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.

b. 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. a. Certification requirements will be followed in approving any teacher to fill an open position at the school wherein a reduction of position(s) is occurring, or at a school to which the teacher may apply to transfer, or at a school to which the teacher may be reassigned.

b. A teacher, in order to remain at a school in which a closing of position(s) is occurring, shall continue to have the right to exercise his/her building seniority in all areas in which the teacher is certified, irrespec-
tive of whether or not the teacher has taught, or is teaching, in a particular area in which he/she is certified. This provision does not apply where the exercise of this option would necessitate a layoff in the certification area in which the teacher electing the option had not been teaching.

11. All teachers who have been rated satisfactory and who desire to return to the school from which they were involuntarily transferred 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 1., Subsection b. Such returns shall normally be confined to the start of a new school year or start of a new semester.

   a. Upon returning to his/her former school, the teacher's building seniority shall be credited as though the teacher had never been transferred.

   b. If a teacher declines to exercise the option to return to his/her former school at the first available future vacancy at that school, that teacher terminates any further entitlement to return to said former school.

12. The following provisions shall continue to apply to certain special professional employment categories, including but not limited to counselors, social workers, nurses, psychologists, full-time activities directors, itinerant music teachers, and itinerant language teachers.

   a. In calculating the consecutive or credited time that bargaining unit professional employees are in any one of these various special professional employment categories, the calculation shall continue to be made from the date of assignment or promotion to such a special professional employment category, including any time spent on Board-approved leaves of absence and including any time when the professional employee may have been temporarily removed from such a special professional employment category due to a reduction in the number of professional positions in that employment category, but not including any time employed in a full-time substitute status.

   b. Consecutive or credited time for such professional employees shall continue not to include consecutive or credited time with the Board prior to employment.
in whichever is the particular special professional employment category.

c. 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 building seniority at the school to which they are assigned or reassigned equal to the amount of building seniority they had attained at the last school to which they were assigned in a teaching capacity immediately prior to their acceptance of the promotional or other non-teaching position. However, a full-time activities director who is displaced into a full-time classroom teaching position shall also be given building seniority credit at the school to which he/she is assigned or reassigned for the time he/she served in the activities director job category.

d. Employees in special professional employment categories who accept promotion to a position not within the representation unit shall not continue to accrue consecutive or credited seniority in their former special professional employment category for the period that they serve in the promoted position. Should such a promoted employee subsequently return to the special professional employment category, he/she shall receive seniority credit for prior time served in that special professional employment category. The provisions of this Subsection shall not apply if the promoted position is held in an acting or temporary capacity.

13. 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/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/her former teaching position at the teacher’s original school.

14. A teacher who is filling a place-holder position at a school, either under various leave circumstances, or
under Section 13. of this Article, or under the “Schenley Teacher Center Memorandum of Understanding” provisions (which are an extension of Section 13.), shall continue to receive building seniority credit as follows:

a. If the teacher ultimately is assigned permanently to the school, the teacher will receive full building seniority credit for the time served in the place-holder capacity.

b. If the teacher ultimately is assigned permanently to some other school, the teacher will receive full building seniority credit for the time served in the place-holder capacity along with whatever additional building seniority credit, if any, the teacher may be entitled to transfer to that other school.

**ARTICLE 30**
**SYSTEM-WIDE SENIORITY AND LAYOFF-RECALL PROVISIONS**

This Article supersedes and/or preempts the seniority, suspension, and recall provisions of Section 1125.1 of the School Code.

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

   a. System seniority is total system-wide seniority and comprises consecutive time as a regular teacher, other professional employee, or other promoted employee since the 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 ($\frac{1}{2}$ credit or $\frac{1}{3}$ credit, whichever is applicable).

(6) Placement on eligibility list at time of hire.

c. Regular part-time teachers (half-time or more) shall continue to receive full system seniority credit for their part-time teaching service.

2. System seniority shall continue to be the sole applicable seniority criterion to be applied in any layoff 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 the certification(s) in which he/she has taught in or in which he/she is currently teaching.

a. A more senior teacher shall continue not to be involuntarily realigned into one of his/her alternative certifications in order to forestall the layoff of a less senior teacher in the certification area in which the more senior teacher is currently teaching.

b. A teacher may not voluntarily switch to an alternative certification area at a time of layoff if by doing so he/she causes the layoff in that certification area of a teacher who would otherwise not be laid off, unless the voluntary switch prevents the layoff of a teacher who is senior to the teacher who is caused to be laid off by the voluntary switch.

4. a. Any teacher to be laid off must be notified no later than August 1.

(1) If a teacher who receives an August 1 layoff notice is recalled prior to the start of the first teacher workday, then said teacher shall not be entitled to any unemployment compensation, except that which he/she has already received for the month of August until the time of recall.

(2) If a teacher who receives an August 1 layoff notice is recalled any time after the start of the first teacher workday of the school year, then whichever of the following alternatives is less shall apply:
(a) Either the teacher shall be paid his/her salary for the duration of the school year from the date of recall plus unemployment compensation retroactive to the close of school in June, but only for the maximum number of weeks of unemployment compensation to which a laid-off person is entitled.

(b) Or the teacher shall be paid his/her full regular salary for the 189-day school year. (This alternative shall be applied irrespective of whatever unemployment compensation payments the teacher has received from the time of layoff up until the time of recall.)

b. Notwithstanding the provisions of Subsection a., the Board, pursuant to the following procedures, may delay until the third calendar day immediately prior to the first teacher workday of the new school year in giving layoff notification to an “estimated number” of teachers agreed upon in writing by the Board and the Union prior to August 1 of the same year. The “estimated number” is of those teachers whose layoff might be in doubt because of uncertainties in exactly forecasting attrition of teachers prior to the actual start of the school year and who, therefore, if laid off, would stand a reasonable chance of being recalled to active regular service in time for the start of the school year. The provisions of this Subsection shall not be applicable to full-time substitute teachers.

(1) If a teacher who is listed among the “estimated number” is not actually laid off, then he/she shall neither be entitled to nor receive any unemployment compensation payments.

(2) If a teacher who is listed among the “estimated number” is actually laid off for the start of the school year, then he/she shall be covered by 4.a.(2) immediately above, using whatever date of layoff notice applies (instead of the August 1 date of layoff notice).

c. 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. Should such a layoff(s) ever occur on a date during the school year, then that date shall be the effective date of the layoff(s). Nothing in this Subsection shall be applied or construed to decrease the maximum legal obligation of the Board to provide unemployment compensation benefits to such a laid-off teacher.

d. The unemployment compensation entitlement of any laid-off teacher is retroactive to the close of school in June, except as limited by 4.a.(1), 4.a.(2), 4.b.(2), or 4.c. immediately above. No laid-off teacher, under any circumstances, can receive unemployment compensation payments for any more than the maximum number of weeks of unemployment compensation to which a laid-off person is entitled.

e. The provisions of this Section shall continue only so long as the Board provides unemployment compensation coverage under the self-insurance option. Nothing in this Section shall be construed to increase the maximum legal obligation of the Board to provide unemployment compensation benefits to a laid-off teacher.

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 individual circumstance or as per the exception due to federal funding provided for in Section 4., Subsection c., 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).

a. A laid-off teacher recalled to replace a teacher who is absent for a period of time due to illness, childbirth, or for some other limited leave, even though receiving regular salary and benefits for the period of the recall, may be laid off during the school year, if necessary, at the time when the replaced teacher returns to active teaching service.
b. A teacher on regular salary, who otherwise would be on layoff or who has been recalled from layoff and is filling a full-time-substitute-type position, may also be laid off during the school year.

6. Teachers who face layoff shall continue to be entitled to placement as replacement teachers each year under the provisions of Article 18 before any new teachers may be hired as replacement teachers, subject to the proviso that reasonable quotas of replacement teachers in any single certification shall continue to be observed. In the event that teachers who otherwise would be laid off are placed as replacement 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, hospitalization and dental coverage for the first twelve (12) months of layoff 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 following is a checklist of various matters that laid-off teachers should be concerned about at the time of their layoff: unemployment compensation entitlement and filing procedures; continued Retirement System membership; continued interest on the individual’s pre-layoff retirement contributions; hospitalization, medical-surgical, major medical, and dental coverages status; life insurance coverage; severance entitlement; system seniority/certification standing; system seniority and building seniority rights; system seniority accumulation while on layoff; tenure information and rights; procedures for recall; future employment opportunities; implications of substitute work; payroll-deduction auto insurance status; payroll-deduction annuity status; credit union rights; leaves of absence information, particularly maternity leave matters; and any other pertinent information and advice relevant to layoff and recall.

9. a. 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.

b. Regular part-time teachers (half-time or more) shall continue to be offered full-time positions, in accordance with their system seniority, before any new teachers are hired, or before any laid-off teachers having less system seniority are recalled to full-time positions, or before any less senior teachers are offered full-time positions.

c. Montessori magnet schools teachers possessing special Montessori teaching skills and language magnet schools teachers possessing special language skills will be given separate "certification/seniority" status, for layoff purposes only, at such schools. Such teachers, however, may be displaced at a time of layoff by more senior teachers also possessing these special skills, in accordance with applicable provisions of this Article (Article 30, System-Wide Seniority and Layoff-Recall Provisions). These teachers will not be subject to the salary adjustment provisions of Article 80, Section 5.

10. Teachers who are recalled from layoff shall be offered 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 29, Building Seniority and Voluntary or Involuntary Transfers of Teachers, Section 7. The provisions of this Section 10. 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 29, Building Seniority and Voluntary or Involuntary Transfers of Teachers, Section 11., insofar as the right to return to their former schools 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. Laid-off teachers shall continue to receive system seniority credit while on layoff but shall not receive salary schedule advancement credit for time on layoff. 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 31
INDIVIDUALIZED EDUCATION PROGRAMS (IEPs)

1. a. The Board shall provide each special education teacher, except for 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.
b. 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. These two (2) allotted workdays are to provide time for special education teachers of handicapped pupils to develop Individualized Education Programs (IEPs) for their pupils and to participate in IEP conferences.

c. Teachers of the gifted through grade 8 shall continue to utilize one (1) week during achievement testing in late September and another one (1) week during the testing week in April for IEP writing and conferences. The procedures applying to the preparation of IEPs for gifted program children at the 8th through 12th grade levels shall continue as during the term of the previous Agreement. No substitution services shall be required for special education itinerants or teachers of the gifted.

d. A special education teacher(s) who has a small number of students making up his/her list of total students served may not require all six (6) workshop hours for IEP development and/or may not require all 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/her pupils and to participate in additional IEP 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.

e. The Board may offer three (3) to five (5) days employment at the workshop rate to any group of special education teachers for IEP writing during the summer. If a teacher does not accept this employment opportunity and if his/her IEPs are written for him/her, that teacher then will not receive the two (2) days for IEP writing during the year. However, if any IEPs are still required to be written, substitutes shall be assigned to provide the teacher time to
complete his/her IEPs as per the earlier provisions of this Article.
f. 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 55 and the loss of preparation period provisions of Article 110. 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 32
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, 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 leaves and maternity-related provisions:
   All female teachers who are employed in regular full-
time positions, regardless of length of service, 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.

a. The right of female teachers to use sick leave instead of maternity leave shall continue to apply to the actual time of the disability due to childbirth and the period of recovery immediately thereafter. If this provision for the use of accumulated sick leave at the time of childbirth and any period of disability immediately preceding or following that time (or unpaid leave if the employee has exhausted all of her sick leave days) is used, the maternity leave entitlement continues not to be applicable to the involved female employee. However, leaves without Board pay for personal reasons relating to childbearing or child-rearing, if they commence immediately following such sick leave absence (either paid or unpaid) due to childbirth and the period of recovery immediately thereafter, shall be available to female teachers and other female personnel. (For childrearing leave applying to male teachers, see Section 4.b. of this Article.) Such leaves shall not exceed two (2) years in length from the date of their inception, but may be of shorter duration as requested by the female applicant. This sick leave provision is applicable to all female personnel. No medical examination may be required by the School Board for at least six (6) weeks after the birth of the child; however, the period of absence under sick leave provisions may only be for any period of disability.

b. Teachers on maternity leave are covered under Sections 5., 6., and 7. of this Article. Maternity leave is limited to a maximum of two (2) years, but may be of shorter duration.

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

d. Pregnancy will not have any bearing on the application for, or the continuation of, sabbatical leaves for any female teachers who are eligible for sabbatical leaves.

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

   b. Childrearing leaves shall be available to male teachers at the time of birth and/or immediately thereafter, for the same duration and under the same provisions as apply to female teachers.

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.

   a. No additional sick leave days shall be accumulated during sabbatical leaves or during any unpaid leaves, including sick leaves. (A teacher who is absent due to sickness or accident and who has not been placed on a Board-approved leave shall accumulate additional sick leave days during such absence, whether the absence is paid or unpaid.)

   b. A teacher scheduled to return from leave near the close of a school year or school semester may have the leave continued for the balance of the school year or school semester by mutual agreement between the teacher and the Board.

      (1) When extending a leave of one (1) year or less, the School Board shall continue to assume the cost of fringe benefits for the period of the extension.

      (2) When extending a leave which exceeds one (1) year, the teacher shall continue to assume the costs of any fringe benefits which the teacher wishes continued for the period of the extension.

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. Teachers returning from leaves near the close of a school year or school semester may not be returned to their former positions until the start of the following school year or school semester. Such teachers may be assigned as replacement teachers or in some other teaching position.
7. Leaves of absence are not ordinarily extended into a second year.
   a. Extensions for a second year shall be permitted for maternity leaves and leaves relating to childbearing and childrearing.
   b. 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 an extension will pay his/her own and the Board’s share of the costs of any fringe benefits which the teacher wishes continued in the extended leave period.
   c. Extension of any leaves referred to in Section 5.b.(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 Employes’ 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 Workers 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 parties agree that sabbatical leaves shall continue to be granted in accordance with the applicable provisions of the School Code.

a. Effective with the 1986-87 school year, applications for travel and study sabbaticals shall be submitted at least thirty (30) calendar days prior to the first teacher day of the school year and/or semester for which the sabbatical is requested. In the case of twelve-month personnel, applications shall be submitted at least thirty (30) calendar days prior to January 1 or July 1. Exceptions to this thirty (30) days notice provision may be granted in special circumstances by the Department of Personnel and Employee Relations.

b. Existing application procedures for health sabbaticals shall continue in effect.

13. The following requirements shall continue to apply to sabbatical leaves for travel:

a. Not less than 50% of the semester or school year (2 ½ 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. Qualifying travel shall be beyond Allegheny and its contiguous counties. Exceptions may be granted by the Department of Personnel and Employee Relations on a case by case basis.

d. 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.

e. 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 33
MEDICAL CLEARANCES FOR RETURN TO ACTIVE TEACHING SERVICE

1. Except in circumstances beyond the control of the Board, qualified medical personnel shall be available at the Board Administration Building, or at a Board-established alternative location, for one (1) hour each school day for the purpose of approving teachers for return to work after illness of thirty (30) or more cumulative workdays within a period of one (1) school year, disabling injury, hospitalization, or extended leave for any reason. A teacher who receives a medical clearance shall normally be returned to work the next workday.

2. The completed, Board-required, medical clearance form must be delivered or mailed to the Division of Medical Services prior to the day the teacher is to return to work. In certain circumstances, it may be possible to return the teacher to work on the same day as the form is deliv-
ered to the Board, provided that the teacher has notified the principal the previous day so that no substitute will be called for the day that the teacher is to return to work.

ARTICLE 34
PROFESSIONAL LEAVE

The Board’s professional leave policy applying to teachers shall be continued and may be improved. The Board agrees to give appropriate consideration to the granting of a professional leave day(s) to teachers who apply, including teachers who apply to attend Federation or Federation-supported educational conferences and workshops, with particular recognition being given by the Board to the fact that professional leave for certain teachers does not require the assignment of substitutes as replacements for those teachers. The Federation agrees that the determination of whether a professional conference or workshop warrants the granting of professional leave under the provisions of this Article continues to rest with the Board.

ARTICLE 35
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 51, 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 36
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 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 37
TEACHER VACANCY LISTS

1. Posting of teacher 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, the third school day in January, 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 15 and September 20 need not be posted prior to being filled for the start of the new school year, but either shall be filled consistent with all procedures applying to the filling of posted vacancies or else shall be filled on the same basis as are those vacancies covered under the provisions of Section 3. of this Article.

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. Replacement 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 38
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 39
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 nonsupervisory 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 Administration Building.

4. The times of posting will be November 1, December 1, the third school day in January, 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 the third school day in January 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 the third school day in January 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 40
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, coaching (when no qualified teacher applies from within the school where the vacancy exists), and special program opportunities. Assignments to city-wide-posted professional opportunities shall continue to be for a one (1) year period.

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 41
COACHING VACANCIES

In order to be eligible for selection for a particular coaching position, a teacher must be qualified for the coaching position.
1. In filling coaching vacancies with eligible teachers, preference will be given on the following basis:
   a. To applicants within the school where the vacancy exists.
   b. To male applicants for boys sports and to female applicants for girls sports.
   c. To applicants from the physical education department.
2. If eligible applicants are not available from the school where the coaching vacancy exists, the position will be posted city wide and may be filled with preference given as provided in Section 1., Subsections b. and c. of this Article. In making such selections, travel time to the school from the teacher's home school shall also be considered. If a coaching vacancy is filled with a teacher from another school pursuant to this Section, then the coaching position shall be posted in the next school year.
3. Selections should be made to avoid having an eligible teacher appointed to more than one (1) coaching position in any season. This provision will not apply if other eligible applicants are not available for a coaching position. This provision shall not be applied to prevent teachers from continuing in the same coaching position(s) which they held in the 1982-83 school year.
4. The Board continues to have the right to utilize any previously existing additional criteria, if any, that properly apply to the filling of coaching vacancies.

ARTICLE 42
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 43
ELEMENTARY SCHOOL TEACHING SCHEDULES AND TEACHING DAY

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

1. Teachers in elementary schools shall normally be scheduled to teach no more than seven (7) class periods per day. Exceptions may only occur as provided in Section 2. and Section 3. of this Article and shall not occur for arbitrary or capricious reasons. Preparation period provisions applying to elementary school teachers shall be cited in Section 2. and Section 3. of this Article.

2. All elementary school teachers, except special education teachers, shall have one (1) preparation period each day. Elementary school specialist teachers, including itinerant specialists, and relief teachers shall also be assigned preparation periods consistent with the provisions of this Article, except when such teachers travel during their preparation periods, in which case the payment provisions for lack of preparation periods (Article 109) shall continue to apply.

3. The provisions of Section 2. shall be implemented, at least in part, by the assignment of relief teachers and/or elementary school specialist teachers, including itinerant specialist teachers, in the four (4) areas of library, music, art, and physical education.

   a. The provisions of Section 2. may also be implemented, at least in part, through the scheduling options that become available under the self-contained teaching schedules taught by the regular teachers assigned to various K to 5 elementary schools.

   b. In the case of kindergarten teachers, the option to adjust ESEP period requirements in order to provide credit for one (1) preparation period per week may be continued as practiced under the previous Agree-
ment, i.e., by releasing the kindergarten teacher from two (2) ESEP periods per week.

(1) Every effort shall be made to provide regular preparation periods during the school day to kindergarten teachers, in accordance with the provisions of this Article.

(2) In any situation where the ESEP period option is utilized, the kindergarten teacher's regular preparation periods shall each be daily preparation periods and one (1) of the two (2) released ESEP periods shall be on the day when no regular preparation period is scheduled.

c. Efforts shall continue to be made to provide all elementary school special education teachers a minimum of five (5) preparation periods each week during the school year, with these preparation periods being provided as much as possible on a one (1) preparation period per day basis. In applying this Subsection, the provisions of Article 109, Compensation for Lack of Preparation Periods, Section 4., shall be appropriately implemented.

4. Any elementary school teacher having fewer than five (5) preparation periods per week shall continue to receive salary compensation as provided under Article 109, Compensation for Lack of Preparation Periods. In allotting preparation periods at a particular elementary school, any teacher who wishes to surrender his/her preparation periods to another teacher in order instead to receive salary compensation under the provisions of Article 109 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.

5. Daily teaching schedule standards at the Brookline Elementary School Teacher Center shall be maintained as established for the 1985-86 school year, as long as the school is operated as a Teacher Center and with the School District having full recourse to utilize the provisions of Article 18, Employment of Replacement Teachers, Section 4., Subsection b.
ARTICLE 44
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.

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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 or the beginning of three (3) school days each week in accordance with previously established middle school scheduling standards and practices. 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. [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 to all departments, both academic and nonacademic.

   (2) At the middle schools this provision shall apply to all departments, both academic and nonacademic, except that accepted middle school teacher scheduling practices followed during the term of the 1976-1978 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.

(3) 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 Subsections 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, had already established five (5) teaching period schedules for all, or nearly all, teachers during the 1977-78 school year or since that time 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 Banksville Scholars Center and the Washington Education Center during the term of the previous Agreement shall continue.

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 and magnet schools during the term of the previous Agreement shall be continued.

10. Daily teaching schedule standards at the Schenley High School Teacher Center shall be maintained as established for the 1983-84 school year, as long as the school is operated as a Teacher Center.
ARTICLE 45
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 fewer than five (5) preparation periods per week, he/she shall continue to receive sal­ary compensation as provided in Article 109.

4. A teacher in a school which is operating on more than one (1) shift shall have his/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 46
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 comple-
tion 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/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 47**

**SPLIT GRADE CLASSES**

1. Elementary school split grade classes shall continue to be kept to a minimum, with an effort being made to strengthen the procedures in this regard utilized by the Board over the term of the previous Agreement.

2. a. 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.

   b. 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 an enrollment not to exceed twenty-two (22) students in any split grade class.
3. Split grade classes shall continue only to be composed of two (2) consecutive grade levels.

ARTICLE 48
LENGTH OF WORKDAY FOR TEACHERS AND OTHER PROFESSIONAL EMPLOYEES

1. The total length of the workday for teachers at the secondary schools level (senior high schools and middle schools) shall be as follows:
   a. Senior high schools:
      Six (6) hours and fifty-five (55) minutes per workday, including a minimum of a one-half (½) hour lunch period.
      This total length of the workday includes the time that teachers are required to be on duty prior to the scheduled starting time for students and includes the time that teachers are required to continue on duty following the scheduled dismissal time for students.
   b. Middle schools:
      (1) Thirty-four (34) hours and forty-five (45) minutes per total workweek, including the minimum of a one-half (½) hour lunch period each day.
      This provision for length of total workweek, rather than for length of individual workday, applies at any middle school in which three (3) days per week contain a teacher team planning period either at the end or at the beginning of the school day, in accordance with the practices in effect during the term of the previous Agreement. (See Article 44, Secondary School Teaching Schedules and Teaching Day, Section 3., Subsection g.)
      (a) This total length of the workweek includes five (5) minutes between the student day and the teacher team planning period on each of the three (3) days per week on which teacher team planning periods are scheduled, whether the teacher team planning periods are in the afternoon or in the morning.
(b) When the three (3) teacher team planning periods per week are scheduled at the end of the school day, this total length of the workweek includes the time that teachers are required to be on duty five (5) days per week prior to the scheduled starting time for students and the time teachers are required to be on duty two (2) days per week following the scheduled dismissal time for students.

(c) When the three (3) teacher team planning periods per week are scheduled at the beginning of the school day, this total length of the workweek includes the time that teachers are required to be on duty five (5) days per week following the scheduled dismissal time for students and the time that teachers are required to be on duty two (2) days per week prior to the scheduled starting time for students.

(2) Six (6) hours and fifty-five (55) minutes per workday, including the minimum of a one-half (½) hour lunch period.

This provision applies in the event teacher team planning time should be scheduled within the regular student day. This total length of the workday includes the time that teachers are required to be on duty prior to the scheduled starting time for students and includes the time that teachers are required to continue on duty following the scheduled dismissal time for students.

c. With regard to number of teaching periods, homeroom or homeroom time assignment, and number of duty periods or duty assignments, the provisions of this Section continue to be consistent with all applicable procedures of Article 44, Secondary School Teaching Schedules and Teaching Day, and with established system-wide secondary schools procedures in these areas that were in effect during the term of the previous Agreement.

2. The total length of the workday for teachers at the elementary school level shall continue as provided under Article 49, Length of Elementary School Teacher Day and Lunch Period, i.e., six (6) hours and forty (40) minutes.
3. The length of the workday for teachers at postsecondary schools, special schools, magnet 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 to schools shall be eight (8) hours, including a one-half (½) hour lunch period.

ARTICLE 49
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 length of the workday for teachers at the elementary school level shall be six (6) hours and forty (40) minutes, including the minimum of a one-half (½) hour lunch period.
a. This six (6) hours and forty (40) minutes includes the daily twenty-five (25) minute teacher ESEP period and the five (5) minutes between the student day and the teacher ESEP period, whether the teacher ESEP period is in the afternoon or in the morning.

b. This six (6) hours and forty (40) minutes also includes the time that teachers are required to be on duty prior to the scheduled starting time for students (when the daily teacher ESEP period is at the end of the school day) or the time that teachers are required to be on duty following the scheduled dismissal time for students (when the daily teacher ESEP period is at the beginning of the school day).

c. With regard to number of teaching periods, homeroom or homeroom time assignment, and number of duty assignments, the provisions of this Section continue to be consistent with all applicable procedures of Article 43, Elementary School Teaching Schedules and Teaching Day, and with established system-wide elementary schools procedures in these areas that were in effect during the term of the previous Agreement.

2. 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.

3. 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 50
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 noninstructional 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 pre-elementary schools,
insofar as is applicable under ten (10) month school programs.

3. In school years wherein one (1) of the two (2) midyear noninstructional 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.

4. Noninstructional days shall continue to be utilized primarily for the clerical, record keeping, and school organization duties of teachers. All teachers shall continue to be responsible for such duties.

a. The two (2) noninstructional days at the beginning of each school year shall be devoted to opening clerical work, to school and classroom organization work, and to faculty and department meetings within the school relating to the opening of school, except that a one-half (½) day general faculty meeting or one-half (½) day regional faculty meetings may continue to be scheduled.

b. One-half (½) of one (1) of the two (2) midyear noninstructional days may be devoted to in-service programs for teachers, except that a full in-service day may be scheduled when one (1) of the two (2) midyear noninstructional days is scheduled at an earlier time in the first semester, unless that day is used as an in-service open house day. When the two (2) midyear noninstructional days are both scheduled at midyear, these two (2) midyear noninstructional days, except for the one-half (½) in-service day, shall be utilized for clerical work, for school and classroom organization work, and for faculty and department meetings within the school.

c. (1) The one (1) or two (2) noninstructional days at the end of each school year shall be conducted in accordance with the school-system-wide practices and procedures in effect during the term of the previous Agreement.

(2) The senior high schools shall have one (1) of the six (6) noninstructional days scheduled at the close of the first quarterly report period, in order to provide one-half (½) day of clerical time for teachers to prepare first quarterly report period grades and report cards and to provide one-half (½) day for in-service, department meetings, or
other appropriate noninstructional purposes. This noninstructional day shall be scheduled on the final Friday prior to the end of the first quarterly report period. This provision may be extended, when appropriate, to middle schools.

(3) The School District may schedule up to six (6) half days of in-service during the course of the school year separate from the six (6) noninstructional days provided for in this Article. A minimum of two (2) such half days of in-service shall be scheduled when the final day of the school year is the sixth of the noninstructional days.

ARTICLE 51
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 due to a paid or unpaid illness both the workday immediately preceding and the workday immediately following any snow day or other emergency day, but will apply if the teacher, while absent on both those workdays, was absent on only one (1) of those two (2) workdays due to the teacher’s illness, i.e., one (1) of the two (2) absences was due to personal leave or to an approved unpaid leave of absence.

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 52
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 high 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 50, 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 provisions 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 53
PERMANENT RECORD CARDS

Midyear grades (second quarterly report period grades) may 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 be required 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.
Teachers shall not be required to record quarterly report period grades on permanent record cards of middle and elementary school students.

**ARTICLE 54**

**MONITORING PAPERWORK**

1. The parties mutually recognize the cooperative and productive efforts made by both the School District and the Federation Paperwork Committees in their meetings and deliberations during the 1982-83 school year.

2. Both parties acknowledge that the control and monitoring of the paperwork load for teachers is an ongoing priority, that unnecessary paperwork shall continue to be avoided, and that the matter of excessive paperwork shall continue to be dealt with jointly by the parties.

**ARTICLE 55**

**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 110, 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 56
CLASSROOM INTERRUPTIONS

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

ARTICLE 57
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 58
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 accommodations 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 59
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 correction and/or improvements will be undertaken, and the date when commencement of the work involved may be expected.

ARTICLE 60
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 lunchroom 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 61
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 62
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.
1. Each summer during the term of this Agreement employment in the extended-year counseling program shall be provided for all counselors at the senior high school and middle school levels, with such employment being for the three (3) workdays immediately preceding the first clerical/in-service day of the new school year.

2. 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).

3. 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.

4. Within each secondary school, workloads of counselors, including the numbers of students assigned to each individual counselor, shall be reasonably balanced.

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

6. Each counselor shall have an individual extension telephone in his/her office.

7. 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.

8. The length of the counselor workday is covered under Article 48, Length of Workday for Teachers and Other Professional Employees, Section 6.
9. If the Board should elect for any summer(s) to initiate the optional "summer counselor program" which involves up to two (2) weeks of summer counseling services by counselors, this extended-year counseling program would include the functions delineated in Article 60, School Counselors, Section 1., of the 1980-1983 Agreement.

ARTICLE 64
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. a. The seniority ranking 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.

b. Nurses teaching in the Practical Nursing Program based at Connelley Skill Center, who also have certification as professional school nurses and as nurse practitioners, shall have their seniority ranking combined with that of regular school nurses.

c. In applying the provisions of Article 30, System-Wide Seniority and Layoff-Recall Provisions, Section 1., Subsection a., certified school nurses currently employed by the Board shall be given system seniority credit back to their first date of hire into any new or otherwise vacant position on a full time basis as a certificated school nurse. System seniority credit shall not be extended for such initial employment time, if it was spent substituting for another nurse who was on leave. This provision shall not apply to salary schedule credit, previous salary, or any other terms or conditions of employment except system seniority under Article 30, Section 1., Subsection a.

9. 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.

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

11. 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.

12. School nurses shall be eligible for paid-released time to attend conferences and workshops in accordance with the provisions of Article 34, Professional Leave.
ARTICLE 65
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 months 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. As provided in Article 64, Section 8.b., the seniority ranking of those professional nurses who are teaching in the Connelley Practical Nursing Program and who also possess regular school nurse certification and nurse practitioner certification shall continue to be combined with the seniority ranking of all school nurses. The seniority ranking within the Practical Nursing Program classification continues to be subject only to possession of the certification required for that classification.

5. The Board shall provide the full premium payment for nursing malpractice insurance protection for nurses teaching in the Connelley Practical Nursing Program. The amount of this insurance coverage shall be the minimum required by the individual hospitals in which the nurses are required to work.

6. Any newly-employed Practical Nursing Program nurse shall continue to be required to work the calendar-month, twelve-month schedule, in accordance with the procedure introduced during the term of the 1978-1980 Agreement.

7. The assistant coordinator in the Connelley Practical Nursing Program shall continue to be placed on the teachers of cooperative work experience salary schedule (formerly the assistant coordinator salary schedule). Coordinators shall continue on the coordinator salary schedule.
ARTICLE 66
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 67
SCHOOL SOCIAL WORKERS

1. The Board agrees to assign school social workers according to needs 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 but in any event at least two (2) weeks prior to the first noninstructional day of the following school year. 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. School social workers may apply for paid-released time to attend conferences and workshops in accordance with the provisions of Article 34, Professional Leave.

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. School social worker positions shall be placed in the Select Teacher Category, as needed, 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.
   c. In filling future vacancies in this program, consideration shall be given to the holding of a Master's Degree in Social Work by an applicant(s).

9. School social workers shall be compensated at the prevailing evening school hourly rate for time spent in the evening or during summer vacation attending court. Evening shall be defined as any time beginning one (1) hour after the close of the school social worker's regular workday.

10. Certified social workers, if available, shall be provided as substitutes for social workers who are ill or otherwise absent in situations involving long term absences.

**ARTICLE 68**

**SCHOOL PSYCHOLOGISTS**

1. Efforts shall be made to maintain no fewer than the number of school psychologist positions that were filled during the 1982-83 school year.
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. Psychologists shall be granted paid-released time to attend conferences and workshops in accordance with the provisions of Article 34, Professional Leave.

ARTICLE 69
INSTRUCTIONAL CHAIRMEN AND CHAIRWOMEN

1. Incumbent instructional chairmen and chairwomen (formerly department chairman and chairwomen or instructional chairmen and chairwomen) shall continue in their
positions and perform various chair functions, as assigned by their principal, except that they shall continue not to have supervisory or rating functions. They shall continue to receive the select teacher differentials applicable to the number of years in which they have served as department chairmen and chairwomen, instructional chairmen and chairwomen, or in other select teacher positions.

2. Instructional chairmen and chairwomen shall:
   a. Teach no more than the normal five (5) teaching period schedule.
   b. Continue to be relieved of homeroom assignment functions and duty period functions.
   c. Continue to be entitled to the regularly-allotted daily preparation period.

3. Teachers appointed to vacancies, or already 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 94, Salary Differentials for Select Teacher Categories, and Article 70, Teachers in the Select Teacher Categories.

ARTICLE 70
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 has reverted to his/her base salary for one (1) school year or less, then 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 has reverted to his/her base salary for more than
one (1) school year, then 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.

5. A teacher in the Select Teacher Category shall continue to receive his/her select teacher differential while on any extended paid sick leave, unless a teacher substituting for the teacher on such an extended absence fulfills the absent teacher's select teacher responsibilities and receives pay at the appropriate select teacher rate. In such a case, the teacher on extended paid sick leave shall only be entitled to receive his/her select teacher differential for whichever one (1) of the following two (2) alternative lengths of time is applicable:

a. For a period of twenty (20) school/work days if the teacher's total absence is expected to exceed or does exceed forty (40) school/work days, or

b. For a period not to exceed forty (40) school/work days of paid sick leave if the teacher returns to active service no later than the forty-first (41st) school/work day since the initial school/work day of his/her absence.

c. Regardless of the application of any provision(s) of this Section, the absent teacher shall continue to be entitled to resume his/her full select teacher responsibilities and salary differential immediately upon his/her return to active service. In addition, if such a teacher has not yet reached the top step of the select teacher salary schedule, his/her anniversary date for moving to the next step(s) of that schedule shall remain unaffected by the application of any of the provisions of this Section.
ARTICLE 71
CONNELLEY SKILL CENTER TEACHERS

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

2. Connelley Skill Center teachers, except JTPA 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 beyond the first three (3) such days each school year, even though other schools may be closed. This provision continues to be subject to the following conditions and clarifications:
   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.
   c. Connelley will not be open, in any event, during severe weather circumstances which have necessitated the closing of the Administration Building as well as all schools.

6. a. If a Connelley teacher works an eleventh (11th) month, then that teacher shall continue to receive sick leave coverage as a regular eleven (11) month employee for purposes of sick leave accumulation, i.e., fourteen (14) days per year and cumulative, as per the provisions of Article 122, Sick Leave, Section 2. b.
b. Ten-and-one-half (10 ½) month Connelley teachers shall continue to be covered under Article 122, Sick Leave, Section 2. a. This applies to ABE and all Connelley programs.

ARTICLE 72
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 31, Individualized Education Programs (IEPs).

3. The provision for one (1) replacement teacher position to be assigned to Conroy Education Center is covered under Article 11, Special Education, Section 2.

4. Class size maxima for Conroy Education Center classes are covered under Article 11, Special Education, Section 9., Subsection b.

5. There shall be one (1) mobility specialist assigned to the Conroy Education Center during the term of this Collective Bargaining Agreement, as provided in Article 11., Section 3.

6. The Board shall continue to provide for the participation of Conroy students in the “Special Olympics” program.

7. Conroy shall continue to be provided with 125 hours for extracurricular activities as provided in Article 108.
ARTICLE 73
PIONEER EDUCATION CENTER TEACHERS

1. Provision for covering IEP writing and IEP parent conferences for Pioneer Education Center teachers are covered under Article 31, Individualized Education Programs (IEPs).

2. Class size maxima for Pioneer Education Center classes are covered under Article 11, Special Education, Section 9., Subsection b.

3. Considering the unique and special needs of the students enrolled in the Pioneer Education Center, the Board will:
   a. Provide an opportunity for the classroom teachers to make recommendations to the principal with regard to the purchase of school supplies, specialized furniture and instructional equipment. An example of such a recommendation that has been approved by the Board and that was provided to the Pioneer Education Center effective with the 1980-81 school year is the electric wheelchair for mobility training.
   b. Provide specialized furniture such as standing tables, standing boards, or wheelchair adaptations pursuant to the normal budgeting process when required for individual students and identified in the Individualized Education Program.

4. The Board shall provide for the participation of Pioneer students in the regional "Special Olympics" or the "Pittsburgh Sports by Abilities Games."

ARTICLE 74
JOB TRAINING PARTNERSHIP ACT TEACHERS

1. Job Training Partnership Act teaching positions shall be regarded as successors to the earlier-titled CETA teaching positions and to the originally-titled MDTA teaching positions.

2. JTPA teachers shall be paid at their regularly assigned schools on the established calendar-month paydays.

3. JTPA 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 126, Vacations and Holidays, Sections 1. and 2.

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

5. The schedule of twelve (12) holidays annually for JTPA teachers shall be continued, shall be subject to all applicable provisions of Article 126, Vacations and Holidays, Sections 3. through 7., and shall comprise the following twelve (12) annual holidays:
   
   New Year's Day  
   Martin Luther King, Jr. Day  
   Good Friday  
   Memorial Day (last Monday in May)  
   Independence Day  
   Labor Day  
   Veterans Day  
   Thanksgiving Day  
   Day after Thanksgiving Day  
   Workday 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. JTPA 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 to Connelley Skill Center teachers, under the provisions of Article 71, Connelley Skill Center Teachers, Section 5., shall also apply to JTPA teachers.

8. Substitute teachers shall continue to be provided for absent or vacationing JTPA teachers in those situations which comply with procedures in effect during previous Agreements.
9. The Board and the PFT agree that efforts should be made, in cooperation with the prime JTPA sponsors, to increase the referrals of students by the prime sponsors to the Board-operated JTPA programs.

ARTICLE 75
REHABILITATION 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. Vocation rehabilitation advisors for the handicapped 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 76
OVT JOB PLACEMENT SPECIALISTS AND TEACHERS OF COOPERATIVE WORK EXPERIENCE

This Article covers job placement specialists, teachers of cooperative work experience, OVT coordinators, and OVT assistant coordinators.

1. a. OVT job placement specialists who are teachers on special assignment performing student placement activities and who work eleven (11) months and an eight (8) hour day will be classified as teachers of cooperative work experience and paid on the teachers of cooperative work experience salary schedule, Article 86.

b. Teachers of cooperative work experience who work the eight (8) hour day shall continue on the teachers of cooperative work experience salary schedule. Any such teachers who do not work the eight (8) hour day shall continue to be placed on the regular teachers' salary schedule.
c. OVT job placement specialists who work a calendar year will be classified as teachers of cooperative work experience and paid on the proper level of the teachers’ salary schedule, Article 84.

2. Only job placement specialists paid on other than the teachers of cooperative work experience salary schedule during the 1982-83 school year will continue in the classifications and salary schedules, including any select teacher differentials, to which they were assigned during that school year.

3. OVT job placement specialists 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. The office space provided for OVT job placement specialists at the OVT Center shall include an individual desk, telephone and file cabinet.

ARTICLE 77
INSTRUCTIONAL MEDIA SPECIALISTS

1. Effective with the 1983-84 school year, media specialists may be assigned to two (2) schools. Brashear High School shall continue to maintain a full-time media specialist.

2. The School Board will consider restoring full-time media specialist positions as available funds and educational needs may warrant.

3. Instructional media specialists shall continue to be covered by the same salary/benefit provisions covering all other teachers, as well as by all other applicable Agreement provisions.

ARTICLE 78
SCHOOL LIBRARIANS

1. Each secondary school shall have a full-time certified librarian assigned, except where enrollment at the school is insufficient to warrant the full-time position.

2. All school librarians shall be released on in-service days to attend meetings conducted by the Director of Library
and Media Services when such meetings are scheduled, provided there is no conflict with an in-service program scheduled at the home school.

ARTICLE 79
ACTIVITIES DIRECTORS
AND ACTIVITIES TEACHERS

1. All activities directors 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, except as limited by this Agreement and/or by previously-established practices.

2. All activities teachers 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.

3. If an activities director is assigned to a single senior high school, that activities director shall teach no more than two (2) teaching periods and have no homeroom assignment, but may have a duty period assignment for a third period of the school day. The remainder of the school day, i.e., other than these two (2) or three (3) assigned periods, shall be utilized for activities director responsibilities.
   a. Efforts will be made to assign one (1) subject preparation in the teaching schedule for such activities directors.
   b. If such activities directors teach at least one (1) period, they shall be considered classroom teachers for purposes of eligibility for summer school, evening school, curriculum work, extracurricular activities, and similar professional opportunities.
   c. Activities directors who teach at least one (1) class shall be given full building seniority credit as teachers at their assigned schools. In addition, all activities directors will retain and/or accrue building seniority.
as activities directors at their individual assigned schools.

d. When a combination teacher/activities director position is created at every senior high school, the city-wide job category seniority applying to the activities director position shall be discontinued. A job category seniority structure shall be developed by the parties and reinstated only in the event of a return to full-time activities director positions on a system-wide basis.

e. The parties agree to cooperate in the transition from full-time activities directors to a combination teacher/activities director position assigned to a single senior high school.

4. Senior high school activities directors may be assigned to two (2) senior high schools. Activities directors who are so assigned shall serve full-time in their activities director capacity.

5. Middle school activities teachers may be assigned up to three (3) teaching periods in addition to their activities duties. These activities teachers shall not have a homeroom.

ARTICLE 80
PRE-PRIMARY TEACHERS
(DAY CARE/HEAD START)

1. Pre-primary teachers (Head Start and Day Care teachers) shall continue to be placed on a four (4) step salary schedule, in accordance with the salary schedule provisions of Article 89, 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 and to the Head Start nutritionist.

4. Only certified teachers shall be hired into the Head Start and Day Care programs to fill vacant teacher positions, if any, in those programs. Such teachers shall be eligible to move into regular teacher positions as openings occur.

5. In order to maintain the stability and continuity of Head Start classrooms and programs for children while observing proper seniority provisions and salary schedule placements for teachers, the following shall continue to apply to the filling of Head Start teaching positions and regular teacher positions at times of teacher displacements/reassignments, layoffs, and recalls from layoff:

a. New positions and vacancies in Head Start shall be filled either by assigning the least senior, eligible teacher who has been displaced from a regular teaching position but who had sufficient seniority to avoid layoff or by recalling the next senior, eligible teacher from the layoff list, whichever of these two alternatives is applicable.

b. Such teachers shall remain in the Head Start program for the entire school year once they are so assigned or so recalled.

c. If a teacher is placed in a Head Start position and is on a step of the regular salary scale which would have paid more than the Head Start salary scale, that teacher will be paid the Head Start rate. However, when the teacher becomes eligible to be recalled to a regular teaching position, the teacher shall continue working in Head Start for the remainder of the school year but shall be paid the salary he/she would have been paid had he/she been placed in the regular teaching position, except where the difference between that teacher’s Head Start salary rate and his/her regular salary rate is less than $300 annually.
The junior teacher assigned to the regular teaching position, while the senior eligible teacher continues for the school year in the Head Start position, shall be paid at the Head Start rate, even though teaching in a regular position, except where the difference is less than $300 for the senior eligible teacher, in which case the later-recalled teacher shall be paid at the proper regular salary rate.

d. Teachers who continue in Head Start for the full school year but whose seniority would have entitled them to placement in a regular teaching position later in that school year shall be moved to a regular teaching position for the following school year, unless a layoff or position cutback for the following school year should again affect such a teacher's entitlement to a regular teaching position.

6. The Federation and the Board agree to continue to cooperate in matters of mutual concern relating to the operation of the Head Start program.

ARTICLE 81
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 82
FULL-TIME SUBSTITUTE TEACHERS

1. Full-time substitute teachers shall be placed on a three (3) step salary schedule, as provided under Article 90. 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 expected to last at least forty (40) consecutive workdays. Full-time substitute status shall be extended to such a teacher no later than the forty-first (41st) consecutive workday he/she has served in the position of the teacher on indefinite leave. Such a full-time substitute teacher may be suspended (laid off) when the absent teacher returns to his/her teaching position.

ARTICLE 83
ADJUNCT TEACHERS

1. Full-time adjunct teachers are those adjunct teachers who are normally scheduled for six (6) teaching periods a day and who are otherwise scheduled for a full day in accordance with Article 48, Length of Workday for Teachers and Other Professional Employees.

2. Half-time adjunct teachers are those adjunct teachers who are regularly scheduled to work less than full time but at least four (4) periods a day totalling at least three (3) hours or twenty (20) periods a week totalling at least fifteen (15) hours.
   a. The Board may schedule an adjunct teacher for five (5) teaching periods a day only, and such an adjunct teacher will be considered a half-time adjunct teacher under this Agreement and paid at the appropriate hourly rate.
   b. If the Board, at its discretion, schedules a half-time adjunct teacher to work five (5) teaching periods and a duty period, then the half-time adjunct teacher shall become a full-time adjunct teacher.

3. Effective October 1, 1985, full-time adjunct teachers shall participate in all applicable fringe benefits and other provisions of this Collective Bargaining Agreement except as otherwise provided in this Agreement.

4. Effective October 1, 1985, half-time adjunct teachers shall be entitled to participate in the voluntary contributory insurance benefits, such as hospitalization, major medical, dental and life insurance by reimbursing the Board, either through a voluntary payroll deduction or payment of a monthly statement, for one-half of the premium cost of each such benefit. Half-time adjunct
teachers shall be covered by the other provisions of this Collective Bargaining Agreement in the same manner as regular part-time teachers.

5. Full-time adjunct teachers who travel between Rogers School for the Creative and Performing Arts and Pittsburgh High School for the Creative and Performing Arts will not be deemed to have lost or lacked a preparation period for the purpose of applying Articles 109 and 110 of this Agreement.

6. Layoff and recall from layoff of adjunct teachers shall be governed by Article 30, System-Wide Seniority and Layoff-Recall Provisions, except that Sections 4. and 5. of Article 30 shall not apply to adjunct teachers.

7. Adjunct teachers scheduled to work less than fifteen (15) hours per week shall not receive fringe benefits of any kind.
ARTICLE 84
SALARY SCHEDULES FOR TEACHERS

1. The following Teacher Salary Schedules shall apply to teachers, commencing with the 1985-86 school year and continuing through the 1987-88 school year.

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

3. In the case of teachers who qualify, these basic Teacher Salary Schedules are supplemented by:
   a. Advanced Study Salary Credit (see Article 93)
   b. Longevity Increment (see Article 92)
   c. Select Teacher Salary Differential (see Article 94)
   d. Special Education Salary Differential (see Article 95)

4. The maximum salary step for teachers with "Standard Certificates" shall continue to be the eighth step of the Bachelor's Salary Schedule.
### SALARY SCHEDULES FOR TEACHERS*
#### BACHELOR'S DEGREE SALARY SCHEDULES

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**B. + 10 Credits—add $100**

Longevity Increment (after 22 years of teaching):
Continuing through First Semester of 1987-88 School Year .................. $300
Commencing Second Semester of 1987-88 School Year ....................... $500

**B. + 20 Credits—add $200**

*Also for School Social Workers, Nurses, and Dental Hygienists*
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Longevity Increment (after 22 years of teaching):
Continuing through First Semester of 1987-88 School Year $300
Commencing Second Semester of 1987-88 School Year $500

1987-88 School Year

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*Also for School Social Workers, Nurses, and Dental Hygienists
ARTICLE 85

SALARY SCHEDULES FOR COUNSELORS AND PSYCHOLOGISTS

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

1. Counselors and Psychologists:

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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:

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<th>1987-88 School Year</th>
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<td>Add $1000</td>
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3. Head Counselors:
   Head counselors shall continue to receive a salary differential of $60 per month.
*Also continues to apply to Coordinators
### TEACHERS OF COOPERATIVE WORK EXPERIENCE SALARY SCHEDULES*

(Basic Salary Schedules Applying to Master’s Degree, Master’s Equivalent, or Bachelor’s Degree + 30 Credits and to Regular 189-Day School Year)

1. Teachers of Cooperative Work Experience:

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2. To construct all salary schedules beyond the basic Master’s Degree schedules listed above, simply add the annual sums found in Article 85, Section 2.

*This salary schedule replaces the former “assistant coordinators” salary schedule and applies to all teachers, including assistant coordinators, who were paid on that salary schedule or on this newly-designated “teachers of cooperative work experience” salary schedule during the term of the previous Agreement(s).
ARTICLE 87
ADJUNCT TEACHERS SALARY SCHEDULES, HOURLY RATES, AND SALARY PROVISIONS

1. The salary schedule for adjunct teachers shall be determined as follows:
   a. 1985-86 School Year—the first six (6) steps of the regular teachers’ Bachelor’s Degree salary schedule
   b. 1986-87 School Year—the first seven (7) steps of the regular teachers’ Bachelor’s Degree salary schedule
   c. 1987-88 School Year—the first eight (8) steps of the regular teachers’ Bachelor’s Degree salary schedule

2. The hourly rate for adjunct teachers shall continue to be determined by dividing the applicable annual salary schedule amount by 1181.25 (6.25 x 189).

3. The salary schedules set forth on the following page shall apply to adjunct teachers commencing retroactively with the second semester of the 1984-85 school year, and they shall continue through the 1985-86, 1986-87, and 1987-88 school years.

4. The salary schedules for adjunct teachers described in Section 1. of this Article shall apply to regular full-time adjunct teachers.

5. Adjunct teachers regularly scheduled to work half-time but less than full-time shall be paid on an hourly basis using the hourly rates described in Section 2. of this Article.

6. Only adjunct teachers who are regularly scheduled to work four (4) periods or more each workday shall be scheduled in accordance with Article 50, Duration of School Year.

7. In determining the appropriate placement for regular full-time adjunct teachers on the salary schedule and in determining the appropriate hourly rate for half-time adjunct teachers, full credit shall be given for all prior service with the Board as an adjunct teacher.

8. Adjunct teachers who are certified and who are subsequently hired as regular teachers without a break in continuous service shall have their seniority and salary schedule placement credit determined in the same manner as other teachers covered by this Agreement.
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*Evening school hourly rate is minimum hourly rate.
ARTICLE 88
JOB TRAINING PARTNERSHIP ACT (JTPA) TEACHERS SALARY SCHEDULES

The following monthly salary schedules are for full-time teachers in the Job Training Partnership Act (JTPA) Program and are based on a calendar month, eight (8) hour workday.

1. 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. Overtime will be at the established evening school hourly rate.

3. Should the number of hours per day be reduced under any new JTPA contract, these monthly salary figures may be reduced proportionately, except that any such salary reduction shall not exceed 10% during any JTPA year and shall not exceed 20% over the life of this Agreement.

4. The following hourly rates are established for teachers and counselors assigned part-time in Job Training Partnership Act (JTPA) positions:
   a. $13.14 per hour, effective September 1985
   b. $13.67 per hour, effective September 1986
   c. $14.35 per hour, effective September 1987

5. The following are the monthly salary schedules for Job Training Partnership Act (JTPA) teachers, based on the eight (8) hour workday.
### JOB TRAINING PARTNERSHIP ACT (JTPA) TEACHERS SALARY SCHEDULES

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ARTICLE 89
PRE-PRIMARY TEACHERS
SALARY SCHEDULES
(DAY CARE/HEAD START)

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

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These salary schedule steps continue to correspond directly to the first four (4) steps of the Bachelor's Degree regular salary schedule for teachers.

ARTICLE 90
FULL-TIME SUBSTITUTE TEACHERS
SALARY SCHEDULES

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1. Steps 2 and 3 of this salary schedule continue to correspond directly to steps 1 and 2 of the Bachelor's Degree regular salary schedule for teachers.

2. Full-time substitute teachers shall continue to be employed on no more than a semester basis.
ARTICLE 91
EVENING SCHOOL HOURLY RATES

1. The hourly rates for evening school teachers shall be as follows:
   a. $13.14 per hour, effective September 1985
   b. $13.67 per hour, effective September 1986
   c. $14.35 per hour, effective September 1987

2. The hourly rates for evening school counselors, and for any other professional service tied to the evening school counselor rate, shall continue to be the same as the evening school hourly rates for teachers.

ARTICLE 92
LONGEVITY INCREMENT

1. The longevity increment shall continue to be provided to teachers who have completed twenty-two (22) years or more of public school teaching and who have a rating of "satisfactory." It shall continue to become available to eligible teachers either in September or in February, whichever month is applicable, immediately following their completion of twenty-two (22) years of public school teaching. Teachers who receive the longevity increment must meet either one (1) of the following two (2) requirements:
   a. Completion of twenty-two (22) years or more of public school teaching, with at least the last five (5) years in the Pittsburgh Public Schools, or
   b. Completion of twenty-two (22) years or more of public school teaching, with fourteen (14) years or more [including the last two (2) years] in the Pittsburgh Public Schools.

2. The longevity increment shall continue at $300 annually ($30 per school month) for ten (10) month PFT-represented teachers and other professional personnel, through the first semester of the 1987-88 school year.
   a. Eleven (11) month personnel shall continue to receive an annual longevity increment of $330 ($30 per month).
b. Twelve (12) month personnel shall continue to receive an annual longevity increment of $360 ($30 per month).

3. The longevity increment shall increase to $500 annually ($50 per school month) for ten (10) month PFT-represented teachers and other professional personnel, effective at the start of the second semester of the 1987-88 school year.
   a. Eleven (11) month personnel shall receive an annual longevity increment of $550 ($50 per month).
   b. Twelve (12) month personnel shall receive an annual longevity increment of $600 ($50 per month).

ARTICLE 93
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.

1. The salary differentials for teachers receiving advanced study credit on the teachers/professionals salary schedule shall be as follows.
   a. Credits beyond Bachelor’s Degree Salary Schedule:
      
      **1985-86 through 1987-88 School Years**
      
      B + 10 Credits ........................................ $100
      B + 20 Credits ........................................ $200
   b. Credits beyond Master’s/Master’s Equivalent/Bachelor’s + 30 Credits Salary Schedule:
      
      **1985-86 and 1986-87 School Years**
      
      M./M. Equiv. + 10 Credits ...................... $200
      M./M. Equiv. + 20 Credits ...................... $400
      M. + 30 Credits ..................................... $600
      M. + 40 Credits ..................................... $700
      M. + 50 Credits ..................................... $800
      M. + 60 Credits ..................................... $900
      Doctorate ........................................... $1200
      
      **1987-88 School Year**
      
      M./M. Equiv. + 10 Credits ...................... $200
2. 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 3. and Section 8. 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).

3. 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:

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<tr>
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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 11, Special Education, Section 4., 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.

4. 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. In order for a teacher to move to the Master's Degree plus 10 credits-Master's Equivalent plus 10 credits salary schedule the teacher must continue to hold either a Master's Degree or a Bachelor's Degree and a Master's Equivalent Certificate from the State Department of Education. 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.

5. 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.
6. 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.

7. 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.

8. 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 Certificate, other allowable advanced degree, or Doctor’s Degree, provided said Degree or Certificate qualifies under the provisions of Section 2. of this Article.

9. 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 94
SALARY DIFFERENTIALS FOR SELECT TEACHER CATEGORIES

1. The following select teacher salary differentials shall be paid to all teachers in the select teacher categories, such as instructional chairmen and chairwomen, team leaders, etc., in accordance with the salary schedules indicated in this Article.
1985-86 School Year
1 - $300 first year
   ($30 per school month)
2 - $600 second year
   ($60 per school month)
3 - $900 third year
   ($90 per school month)

1986-87 School Year
1 - $300 first year
   ($30 per school month)
2 - $600 second year
   ($60 per school month)
3 - $900 third year
   ($90 per school month)
4 - $1200 fourth year
   ($120 per school month)

1987-88 School Year
1 - $300 first year
   ($30 per school month)
2 - $600 second year
   ($60 per school month)
3 - $900 third year
   ($90 per school month)
4 - $1200 fourth year
   ($120 per school month)
5 - $1500 fifth year
   ($150 per school month)

2. Additional information dealing with select teacher salary differentials and step placement may be found in Article 70, Teachers in the Select Teacher Categories.
ARTICLE 95
SPECIAL EDUCATION TEACHERS

The differentials below apply only to all fully certificated special education teachers who are teaching 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 any fully certificated teacher of the educable, trainable, and profoundly mentally retarded; the physically handicapped; the speech, hearing, and vision impaired; and mixed category resource rooms. This $300 salary differential shall also apply to any teacher of the emotionally disturbed and the learning disabled whose initial employment in the Pittsburgh Public Schools in any professional capacity began on or after October 1, 1980.

2. $600 salary differential will continue to be paid to any fully certificated teacher of the emotionally disturbed, the learning disabled, and full-time mixed categories, provided the teacher was employed in any professional capacity, but not including as a full-time substitute or as a day-to-day substitute, by the Pittsburgh Public Schools on or before September 30, 1980. Teachers already receiving the $600 differential and who are transferred into a mixed category resource room shall continue to receive the $600 differential.

3. Part-time teachers and teachers who teach half-day in a $600 differential class and half-day in a $300 differential class shall continue to have the differentials prorated.

ARTICLE 96
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>Sport</th>
<th>1985-86</th>
<th>1986-87</th>
<th>1987-88</th>
</tr>
</thead>
<tbody>
<tr>
<td>Football</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head Coach</td>
<td>$3,570</td>
<td>$3,713</td>
<td>$3,899</td>
</tr>
<tr>
<td>1st Asst. Coach</td>
<td>2,520</td>
<td>2,621</td>
<td>2,752</td>
</tr>
<tr>
<td>2nd &amp; 3rd Asst. Coaches</td>
<td>1,845</td>
<td>1,919</td>
<td>2,015</td>
</tr>
<tr>
<td>Basketball</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head Coach</td>
<td>3,570</td>
<td>3,713</td>
<td>3,899</td>
</tr>
<tr>
<td>Asst. Coach</td>
<td>2,340</td>
<td>2,434</td>
<td>2,556</td>
</tr>
<tr>
<td>Baseball</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head Coach</td>
<td>2,220</td>
<td>2,309</td>
<td>2,424</td>
</tr>
<tr>
<td>Asst. Coach</td>
<td>1,440</td>
<td>1,498</td>
<td>1,573</td>
</tr>
<tr>
<td>Track</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head Coach</td>
<td>1,965</td>
<td>2,044</td>
<td>2,146</td>
</tr>
<tr>
<td>Asst. Coach</td>
<td>1,440</td>
<td>1,498</td>
<td>1,573</td>
</tr>
<tr>
<td>Swimming</td>
<td>1,905</td>
<td>1,981</td>
<td>2,080</td>
</tr>
<tr>
<td>Volleyball</td>
<td>1,055</td>
<td>1,097</td>
<td>1,152</td>
</tr>
<tr>
<td>Cross-Country (Coeducational)</td>
<td>1,145</td>
<td>1,191</td>
<td>1,251</td>
</tr>
<tr>
<td>Tennis</td>
<td>1,055</td>
<td>1,097</td>
<td>1,152</td>
</tr>
<tr>
<td>Golf (Coeducational)</td>
<td>1,055</td>
<td>1,097</td>
<td>1,152</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Sport</th>
<th>1985-86</th>
<th>1986-87</th>
<th>1987-88</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basketball</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head Coach</td>
<td>3,570</td>
<td>3,713</td>
<td>3,899</td>
</tr>
<tr>
<td>Asst. Coach</td>
<td>2,340</td>
<td>2,434</td>
<td>2,556</td>
</tr>
<tr>
<td>Track</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head Coach</td>
<td>1,965</td>
<td>2,044</td>
<td>2,146</td>
</tr>
<tr>
<td>Asst. Coach</td>
<td>1,440</td>
<td>1,498</td>
<td>1,573</td>
</tr>
<tr>
<td>Softball</td>
<td>1,820</td>
<td>1,893</td>
<td>1,988</td>
</tr>
<tr>
<td>Swimming</td>
<td>1,905</td>
<td>1,981</td>
<td>2,080</td>
</tr>
<tr>
<td>Volleyball</td>
<td>1,055</td>
<td>1,097</td>
<td>1,152</td>
</tr>
<tr>
<td>Tennis</td>
<td>1,055</td>
<td>1,097</td>
<td>1,152</td>
</tr>
</tbody>
</table>

## 3. Middle Schools (Boys’ Sports; Girls’ Sports)

<table>
<thead>
<tr>
<th>Sport</th>
<th>1985-86</th>
<th>1986-87</th>
<th>1987-88</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basketball</td>
<td>1,320</td>
<td>1,373</td>
<td>1,442</td>
</tr>
<tr>
<td>Softball</td>
<td>1,000</td>
<td>1,040</td>
<td>1,092</td>
</tr>
<tr>
<td>Swimming</td>
<td>1,055</td>
<td>1,097</td>
<td>1,152</td>
</tr>
<tr>
<td>Soccer</td>
<td>500</td>
<td>900</td>
<td>945</td>
</tr>
<tr>
<td>Basketball (Magnet Middle Schools)</td>
<td>1,320</td>
<td>1,373</td>
<td>1,442</td>
</tr>
<tr>
<td>Softball (Magnet Middle Schools)</td>
<td>1,000</td>
<td>1,040</td>
<td>1,092</td>
</tr>
<tr>
<td>Soccer (Magnet Middle Schools)</td>
<td>500</td>
<td>900</td>
<td>945</td>
</tr>
</tbody>
</table>
4. Salaries for coaching additional senior high or middle school interscholastic sports, either for boys or for girls (or for boys-girls combined), should such sports be introduced or added by the Section on Interscholastic Athletics, will be negotiated between the Board and the Federation.

ARTICLE 97
INTRAMURAL PROGRAMS

1. Hourly rates for intramural programs shall continue to be the same as the evening school hourly rates:
   a. $13.14 per hour, effective September 1985
   b. $13.67 per hour, effective September 1986
   c. $14.35 per hour, effective September 1987

2. Intramural programs shall continue on the following basis:

   Hours Allotted For Each Sport
   a. Senior High Schools
      (1) Boys
         Basketball ......................................... 30 hours
         Volleyball ....................................... 25 hours
         Tennis ........................................... 25 hours
         Swimming ......................................... 25 hours
         Track ............................................. 20 hours
         Wrestling ........................................ 20 hours
         Total 145 hours
      (2) Girls
         An allotment of 125 hours per school year.
   b. Middle Schools
      (1) Boys - Same as above
      (2) Girls - Same as above
      (3) Magnet Middle Schools
         Dilworth (Frick), Rogers, Sterrett, Schiller, and Washington Practical Arts Academy .... 100 hours for each school*
   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 the prevailing evening school hourly rate.
d. Elementary schools (boys and girls combined) shall receive an annual hourly allotment not to exceed 75 hours per school year, for the purposes of conducting any 5th grade and lower grade(s) intramurals programs in the K to 5 elementary schools.*

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.

*Actual usage shall continue to be based on individual school enrollment figures.

ARTICLE 98
FACULTY MANAGERS

1. a. Hourly rates for faculty managers shall continue to be the same as the evening school hourly rates:
   (1) $13.14 per hour, effective September 1985
   (2) $13.67 per hour, effective September 1986
   (3) $14.35 per hour, effective September 1987

b. In cases where there is a single faculty manager covering all athletics (both boys and girls) at a senior high school, the following hourly rates shall apply:
   (1) 1985-86 School Year—$13.14 per hour
   (2) 1986-87 School Year—$13.50 per hour
   (3) 1987-88 School Year—$14.00 per hour

2. Hourly allotments for faculty managers shall be maintained on the following basis:

<table>
<thead>
<tr>
<th></th>
<th>85-86</th>
<th>86-87</th>
<th>87-88</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior High Schools (Boys)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Football</td>
<td>70</td>
<td>70</td>
<td>70</td>
</tr>
<tr>
<td>Basketball</td>
<td>80</td>
<td>80</td>
<td>80</td>
</tr>
<tr>
<td>Track</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Baseball</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Swimming</td>
<td>12</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>Volleyball</td>
<td>6</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>85-86</td>
<td>86-87</td>
<td>87-88</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>Cross-Country</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Coeducational)</td>
<td>8</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>Tennis</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Golf (Coeducational)</td>
<td>6</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>b. Senior High Schools</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Girls)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basketball</td>
<td>80</td>
<td>80</td>
<td>80</td>
</tr>
<tr>
<td>Swimming</td>
<td>12</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>Volleyball</td>
<td>6</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Tennis</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Track</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Softball</td>
<td>15</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>c. Middle Schools</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Boys and Girls)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basketball (applies to</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>both teams combined,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 hours for each team)</td>
<td>30</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Swimming (applies to</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>both teams combined,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 hours for each team)</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Softball (applies to</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>both teams combined,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 hours for each team)</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Soccer (applies to both</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>teams combined, 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>hours/10 hours for each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>team)</td>
<td>10</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>d. Magnet Middle Schools</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Boys and Girls)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basketball (applies to</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>both teams combined,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 hours for each team)</td>
<td>30</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Softball (applies to both</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>teams combined, 10 hours</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>for each team)</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Soccer (applies to both</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>teams combined, 5 hours/10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>hours for each team)</td>
<td>10</td>
<td>20</td>
<td>20</td>
</tr>
</tbody>
</table>
3. If additional sports are added to any of the boys’ or girls’ athletics programs in the senior highs or middle schools, the additional number of assigned hours for faculty managers shall be negotiated with the Federation.

4. The School Board terminology applying to monies disbursed 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 99
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.

2. Throughout all budget years falling wholly or partially within the term of this Agreement, the Board agrees to continue its participation in the Pennsylvania Unemployment Compensation Fund under the same “self-insured” option that was adopted by the Board for use during the term of the previous Agreement, unless the law or rules and regulations for participation under said
"self-insured" option are changed so as to make the economics of continued participation under said "self-insured" option disadvantageous to the Board.

3. In the event the present Unemployment Compensation coverage provided pursuant to State and Federal law becomes unavailable during the term of this Agreement because the existing law or laws are found illegal or unconstitutional in such a way as to preclude the School Board from providing this coverage, then the provisions of Article 100, 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 100
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 99, 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 99.

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 101
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
personal 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 102
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 103
SALARIES FOR TEACHING POSITIONS FILLED DURING THE SCHOOL YEAR

If a certified teacher is hired in a day-to-day substitute capacity to fill a teaching vacancy occurring during the school year,
once that teacher becomes either a full-time substitute or a regular appointee, that teacher shall receive full-time substitute salary or regular salary, whichever is applicable, retroactive to the first day of that teacher’s assignment to that teaching vacancy in that school year.

ARTICLE 104
SALARY CORRECTIONS

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

1. Any teacher who has been underpaid in salary and/or who is currently being underpaid in salary shall receive retroactive pay from the Board for a period not to exceed six (6) work months, with said six (6) months being backdated from the time when the union or the teacher has originally initiated an inquiry with the Board into whether or not some salary underpayment has been made or is being made by the Board to the teacher. The length of time from the date of original inquiry until the time when an adjustment of the matter, if any, is reached shall be additional to this six (6) month maximum limitation that otherwise would apply to the collection of back pay.

2. If a teacher has been overpaid at any time during his/her employ with the Board, or is found to be receiving currently an incorrect salary that is higher than the teacher should actually be receiving, the teacher shall not be required to make any back payment to the Board for said salary overpayment. The Board shall have the right to correct the teacher’s salary effective with the initial month when the Board originally discovers the salary overpayment and so informs the teacher and the union, provided that the Board is correct in its assessment that a salary overpayment is occurring. In the event that any delay should occur in such a correction, the Board shall be entitled to make the correction in salary payment retroactive to that initial month, again provided that the Board is correct in its determination that a salary overpayment is occurring.

3. The provisions of Section 2. shall not apply:
a. In any circumstance where the teacher has furnished false or incorrect information; or

b. In any case where an overpayment is the result of a mechanical malfunction, an incorrectly issued paycheck, or any error not related to the calculation of a teacher's monthly or annual salary.

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

ARTICLE 105
COMPENSATION FOR SUMMER SCHOOL TEACHING, CURRICULUM WORK, AND WORKSHOPS

1. a. 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.

b. Connelley Skill Center summer teachers shall continue to receive one (1) month’s pay at the teacher’s regular rate of pay for the four (4) week [twenty (20) day] summer session. Any days worked beyond this four (4) week session shall continue to be paid daily at the teacher’s pro rata rate of pay based on the teacher’s regular school year annual salary, i.e., regular school year annual salary divided by one hundred eighty-nine (189).

c. Counselors hired for counseling positions in summer youth employment programs shall continue to receive pro rata pay for their services. Teachers hired for teaching positions in such programs shall likewise continue to receive pro rata pay for their services.

2. Teachers serving on curriculum committees during the summer shall continue to be paid on a basis which pro-
vides 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. Teachers who teach, or who apply to teach, in special programs shall make every effort to attend special program workshops that pay at least the regular hourly workshop rate and provide at least two (2) hours of workshop pay, provided that the workshops are planned a reasonable time in advance so that teachers have sufficient time to make arrangements to be present.

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 106
COMPENSATION FOR TELLS TEACHING

1. Pay, teaching time, and preparation time for TELLS teachers shall continue during the 1985-86 school year under the same provisions as were in effect during the 1984-85 school year.

2. Effective with the 1986-87 school year, pay for TELLS teachers shall continue at the prevailing evening school hourly rate, with three (3) hours teaching per week at the school site, and with one (1) additional hour of pay per week to provide compensation for preparation work done by the TELLS teacher.

ARTICLE 107
MUSIC DEPARTMENT ACTIVITIES

Rate of pay for the following activities 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 108.

2. Band and Orchestra Directors: Not exceeding seventy (70) hours per school year, except as provided under Article 108.

ARTICLE 108
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. Effective 9/85 — $10.25 per hour
   b. Effective 9/86 — $10.60 per hour
   c. Effective 9/87 — $11.00 per hour

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 prorated basis.

6. Hourly allotments are applicable if the activity is handled by professional personnel other than an activities director without a classroom teaching assignment. Activities directors without classroom teaching responsibilities 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 dis-
      continuations 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 assign-
      ment 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 sixty (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

GROUP II SCHOOLS
   Langley High
   Oliver High
   Peabody High
   Perry Traditional Academy**
   Schenley High School
   Teacher Center
   South Voc. Tech. High**
   Westinghouse High

154
GROUP III SCHOOLS
Allegheny Middle
Arsenal Middle
Gladstone Middle
Greenway Middle
Knoxville Middle
Milliones Middle
Prospect Middle
Reizenstein Middle

GROUP IV SCHOOLS
All elementary schools

GROUP V SCHOOLS
Connelley Skill Center

GROUP VI SCHOOLS
Conroy Education Center

GROUP VII SCHOOLS
Letsche Education Center

GROUP VIII SCHOOLS
Banksville Scholars Center
Columbus Traditional Academy
Frick International Studies Academy
Pittsburgh High School for Creative and Performing Arts
Practical Arts Academy, Washington Education Center
Rogers School for the Creative and Performing Arts
Schiller Classical Academy
Sterrett Classical Academy

GROUP IX SCHOOLS
Pioneer Education Center

GROUP X SCHOOLS
McNaugher Education Center

*Any new school or any school whose status is changed shall be placed in whichever of the ten (10) groups listed above is appropriate. The above-listed groupings of schools are for the 1986-87 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

<table>
<thead>
<tr>
<th>ACTIVITIES</th>
<th>GROUPS</th>
<th>HOURS PER SCHOOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Audio-Visual Aids</td>
<td>I, II</td>
<td>90 hours</td>
</tr>
<tr>
<td></td>
<td>III</td>
<td>60 hours</td>
</tr>
<tr>
<td></td>
<td>VIII</td>
<td>40 hours</td>
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<tr>
<td></td>
<td>X</td>
<td>30 hours</td>
</tr>
<tr>
<td>2. Stage Crew</td>
<td>I, II</td>
<td>75 hours</td>
</tr>
<tr>
<td></td>
<td>III</td>
<td>50 hours</td>
</tr>
<tr>
<td></td>
<td>VIII</td>
<td>30 hours</td>
</tr>
<tr>
<td>3. Class Play</td>
<td>I, II</td>
<td>150 hours total per school</td>
</tr>
<tr>
<td></td>
<td></td>
<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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<tr>
<td></td>
<td></td>
<td>b. 75 hours—nonmusical (a maximum of 2 such nonmusicals per school)</td>
</tr>
<tr>
<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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<tr>
<td></td>
<td>III, VIII, X</td>
<td>50 hours* (10 issues at 5 hours per issue, not less than 2 pages per issue)</td>
</tr>
<tr>
<td>5. Yearbook</td>
<td>I, II</td>
<td>150 hours</td>
</tr>
<tr>
<td>6. Cheerleaders</td>
<td>I, II</td>
<td>75 hours</td>
</tr>
<tr>
<td></td>
<td>III, VIII</td>
<td>25 hours</td>
</tr>
<tr>
<td>7. Majorettes</td>
<td>I, II</td>
<td>25 hours</td>
</tr>
<tr>
<td>8. Girls’ Drill Team</td>
<td>I, II</td>
<td>25 hours</td>
</tr>
<tr>
<td>9. Band</td>
<td>I, II</td>
<td>30 hours at the hourly rate for extracurricular activities, after exhausting Music Department allotment</td>
</tr>
<tr>
<td>10. Orchestra</td>
<td>I, II</td>
<td>30 hours at the hourly rate for extracurricular activities, after</td>
</tr>
</tbody>
</table>

*Also applies to Woolslair Elementary Gifted Center*
<table>
<thead>
<tr>
<th>Activity</th>
<th>Grades</th>
<th>Hours</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. A Cappella Choir</td>
<td>I, II</td>
<td>30 hours</td>
<td>at the hourly rate for extracurricular activities, after exhausting Music Department allotment</td>
</tr>
<tr>
<td>12. Senior Class Advisor</td>
<td>I</td>
<td>40 hours</td>
<td></td>
</tr>
<tr>
<td></td>
<td>II</td>
<td>30 hours</td>
<td></td>
</tr>
<tr>
<td>13. Junior Class Advisor</td>
<td>I</td>
<td>30 hours</td>
<td></td>
</tr>
<tr>
<td></td>
<td>II</td>
<td>20 hours</td>
<td></td>
</tr>
<tr>
<td>14. Monitoring Dances and Social and Special Events</td>
<td>I</td>
<td>100 hours</td>
<td>(3 hours maximum per teacher per event)</td>
</tr>
<tr>
<td></td>
<td>II</td>
<td>65 hours</td>
<td>(3 hours maximum per teacher per event)</td>
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<td></td>
<td>III, VIII</td>
<td>35 hours</td>
<td>(3 hours maximum per teacher per event)</td>
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<tr>
<td>15. Supervision of Athletic Events</td>
<td>I, II</td>
<td>250 hours</td>
<td>(2 hours maximum per teacher per event)</td>
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<td></td>
<td>III</td>
<td>75 hours</td>
<td>(1 1/2 hours maximum per teacher per event)</td>
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<tr>
<td></td>
<td>VIII</td>
<td>75 hours*</td>
<td></td>
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<tr>
<td></td>
<td>IX</td>
<td>20 hours</td>
<td>(Special Olympics or Pittsburgh Sports by Abilities Games)</td>
</tr>
<tr>
<td>16. Safety Patrol</td>
<td>IV</td>
<td>60 hours</td>
<td></td>
</tr>
<tr>
<td>17. Special Programs</td>
<td>III</td>
<td>55 hours</td>
<td></td>
</tr>
<tr>
<td>(Directing holiday programs,</td>
<td>IV</td>
<td>45 hours</td>
<td></td>
</tr>
<tr>
<td>spring festivals, and similar</td>
<td>VI</td>
<td>115 hours**</td>
<td></td>
</tr>
<tr>
<td>productions, as well as directing</td>
<td>VIII</td>
<td>35 hours</td>
<td></td>
</tr>
<tr>
<td>school activities and programs</td>
<td>IX</td>
<td>35 hours</td>
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<tr>
<td>which may be presented during the</td>
<td>X</td>
<td>35 hours</td>
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<td>school day but the preparation</td>
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<td>and practice for which occur</td>
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<td>partially or completely on non-</td>
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<td>school hours.)</td>
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<td></td>
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<tr>
<td>18. Debate Team</td>
<td>I, II</td>
<td>60 hours</td>
<td></td>
</tr>
</tbody>
</table>

*Except Banksville Scholars Center, Columbus Traditional Academy, and Pittsburgh High School for Creative and Performing Arts, which shall be allotted 40 hours.

**May include up to 30 hours for Special Olympics
ADDITIONAL ALLOTMENTS

1. Connelley Skill Center (Group V Schools) each school year shall have a total of one hundred (100) hours to be applied solely to Audio-Visual Aids, Stage Crew, Newspaper, and the Monitoring of Dances and Social and Special Events.

2. Letsche Education Center (Group VII Schools) each year shall have a total of twenty (20) hours applied, as needed, to extracurricular activities in general.

3. Activities related to the JROTC program at Oliver High School shall be provided one hundred (100) hours each school year. This provision shall only apply to Oliver High School.

ARTICLE 109
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. $20,000 per regular school month ($200,000 per school year) will be available in order to provide compensation to teachers for lack of preparation periods.

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 110 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.)

d. Itinerant teachers at all school levels who travel during their preparation periods shall continue to be covered under the applicable provisions of this Article.

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 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 the following amounts per compensable nonscheduled preparation period as a result of the application of the provisions of this Article.

(1) 1985-86 school year — $9.00 per compensable period.

(2) 1986-87 school year — $9.25 per compensable period.

(3) 1987-88 school year — $9.50 per compensable period.

ARTICLE 110
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 the following amounts per period for each such surrendered preparation period, except that the first three (3) such periods surrendered per semester shall not be compensated.

a. 1985-86 school year — $9.00 per compensable period.

b. 1986-87 school year — $9.25 per compensable period.

c. 1987-88 school year — $9.50 per compensable period.

2. $50,000 per school semester ($100,000 per school year) will be available in order to provide the compensation to teachers which is referred to in Section 1.

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 111**

**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, subject to the maximum accumulation of sick leave for severance pay purposes that is 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 Employes' Retirement Act" and the "Recodification of 1975," including "early retirement" after twenty-five (25) years of service, any disability retirement, and any retirement falling under the "retiree" definition contained in Subsection b. of this Section.

   b. The term "retiree" shall mean any teacher who retires and begins collecting his/her annuity following:

      (1) At least twenty (20) years of credited service to the Pennsylvania Public School Employes'
Retirement System and having reached at least age fifty (50); or

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

(3) Having reached at least age sixty-two (62), with at least one (1) year of credited service to the PPSERS; or

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

c. The term "resignation" shall mean normal resignations from the School District and shall not include voluntary or forced resignations submitted for the specific purpose of terminating dismissal proceedings involving conduct other than teacher 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. Retirees shall be entitled to payment for one half (½) of their unused accumulated sick leave days up to the maximum accumulation of sick leave days that is specified for purposes of severance pay computation in Section 8. (324 days).

5. Resignees shall be entitled to payment for one third (⅓) of their unused accumulated sick leave days up to the maximum accumulation of sick leave days that is specified for purposes of severance pay computation in Section 8. (162 days).

6. 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.

7. Payment at the time of separation shall be made at the rate of $60 per accumulated day and in accordance with
the applicable formula provided under Section 4., 5., or 6. of this Article.

8. Additional severance pay conditions shall apply as follows:

a. For retirees, the maximum sick leave and personal leave accumulation for purposes of severance pay computation shall continue to be 162 days up until the final school day in June of the 1986-87 school year.

b. For retirees, commencing on the final school day in June of the 1986-87 school year, the maximum sick leave accumulation for purposes of severance pay computation shall increase to 324 days. (Implementation of this improved severance provision will take effect as indicated, unless an alternative “attendance/incentive pay plan for teachers and other personnel” is mutually agreed to by the parties under Section 9. of the joint discussions on “education/teacher professionalism/peer involvement” matters that is contained in the September 3, 1985, Memorandum of Understanding between the School Board and the PFT. See Page 189.)

c. For resignees, the maximum sick leave and personal leave accumulation for purposes of severance pay computation shall continue to be 162 days and shall remain permanently at this number of days.

d. Unused personal leave days that were accumulated in a teacher’s severance pay account (i.e., prior to implementation of the provision which converts unused personal leave days to sick leave days) shall be maintained in the teacher’s severance pay account. [A maximum of six (6) such unused personal leave days was able to be so accumulated.] However, any such unused personal leave days in a teacher’s severance pay account shall be included in the maximum severance pay accumulation of 324 days for retirees (162 days for resignees) which takes effect on the final school day of the 1986-87 school year (i.e., in mid-June of 1987).

e. Payment for unused accumulated sick leave and personal leave days shall not exceed $9,720 for any retiree or $3,240 for any resignee.
f. 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 112
GROUP LIFE INSURANCE

1. The Board shall continue to pay the premium in full for all life insurance coverage for all participating employees covered by this Agreement.

2. The full amount of life insurance to which an employee is entitled shall continue to be one and one-half (1½) 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.

3. A retiree under this Article is any member of the group life plan who retires and begins collecting his/her annuity following:
   a. At least twenty-five (25) years of credited service to the Pennsylvania Public School 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/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 113**  
**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 previous Agreement. Coverage shall be at least $500,000 per individual, with additional protection up to $5,000,000 if the aggregate annual $5,000,000 liability limit is not reached during an applicable September 1 to August 31 annual period. The Board reserves the right to provide this coverage through a group policy or policies, by self-insurance, or by a combination thereof.

**ARTICLE 114**  
**VANDALISM FUND**

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

2. An annual Vandalism Fund of $30,000 shall be allocated for each school year and summer during the term of this Agreement for all teachers and other School Board employees. The purpose of the Vandalism Fund shall continue to be to reimburse teachers and other Board employees for damage to, or loss or destruction of, personal property, excluding money, incurred in the performance of their duties.

3. The Fund shall be administered under the following conditions:
   a. That appropriate administrative rules for submission and substantiation of claims, including the use of the employee’s vandalism claim form, be maintained;
   b. That payment be limited to a maximum of $100 per incident to the extent not paid by insurance;
   c. That appropriate depreciation allowance, except as provided under Section 4., be applied to claims, where applicable, by the 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 115
GROUP INSURANCE PLAN
PAYROLL-DEDUCTION PRIVILEGES
(AUTO AND DISABILITY)

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. All appropriate payroll deduction provisions of Section 1. through Section 5. of this Article shall continue to apply to a group disability income insurance program made available by the Federation for voluntary participation by teachers and other professional and nonprofessional personnel it represents. The Federation agrees that all premium costs for participation in such a disability income plan shall be borne by the individual enrollee. There shall be no premium costs of any type to the School Board.

ARTICLE 116
TAX-SHELTERED ANNUITY PROGRAM

The three (3) tax-sheltered annuity plans and carriers available by agreement between the Board and the PFT 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.

ARTICLE 117
TUITION WAIVER PROGRAM

1. The Board agrees to permit teachers and other Board professional and nonprofessional employees who reside
outside of the Pittsburgh School District to make application to enroll their children in the Pittsburgh Public Schools if they so choose. Any such children who are admitted by the School District to enrollment in the Pittsburgh Public Schools shall be permitted to attend school without any tuition payment by their parents to the Pittsburgh School District, as long as at least one (1) parent continues as an employee of the Pittsburgh Public Schools. This “employee-requirement” provision shall be considered to continue to be satisfactorily met in the event the employee parent should retire (except if the retiree takes other employment), interrupt or discontinue employment due to a disabling illness or injury, die, be laid off, or be on an approved leave of absence.

2. Transportation of such children to and from school shall be the responsibility of the parents, except where normally-provided School Board transportation is available. The provisions of this Section are to assure that no additional transportation costs are incurred by the Board in maintaining this benefit for teachers and other Board employees.

3. The procedures for conducting and administering this tuition waiver program shall continue to be those utilized by the School District for the 1982-83 and the 1983-84 school years, unless altered by mutual agreement between the parties.

ARTICLE 118
HOSPITALIZATION, MEDICAL-SURGICAL AND MAJOR MEDICAL INSURANCES

1. The Master Agreement for Blue Cross coverage (or equivalent), which includes the following major provisions, shall continue in effect. (See Section 4. for Blue Cross-Blue Shield “Health Care Cost Containment” provisions which take effect February 1, 1986.)

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.
m. Physical therapy services — with or without previous hospital confinement.
n. Ambulatory care, i.e., ambulance from home to hospital and ambulance between hospitals.
o. Chemotherapy — inpatient and outpatient coverage.
p. All diagnostic procedures covered as an inpatient service also to be covered as an outpatient service.
q. Rehabilitative facility care for alcoholism or drug addiction.
r. Home care prescribed by attending physician (maximum of 100 visits per 12-month period).
s. Skilled nursing facility services.
t. Allergy tests — in or out of hospital.

2. The Master Agreement for Blue Shield 100 Prevailing Fee Program coverage (or equivalent), which includes the following major provisions, shall continue in effect. (See Section 4. for Blue Cross-Blue Shield “Health Care Cost Containment” provisions which take effect February 1, 1986.)

Blue Shield 100 Prevailing Fee Program:

a. Benefits for surgery performed in or out of the hospital. [Note: Failure to obtain a second surgical opinion in those specified procedures where it is required (see pp. 28, 29, and 30 of “Program of Blue Cross & Blue Shield Benefits”) will result in a reduction in the amount of the surgical benefit that is paid under the Blue Shield plan.]

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 osteopathy.
i. Student dependents to age 25.
j. Handicapped dependents to any age.
k. Services of a psychologist — inpatient or outpatient treatment.
l. Costs of second opinion on need for surgery.
m. Allergy tests — in or out of hospital.
n. Chemotherapy — inpatient or outpatient.

3. The Master Agreement for Blue Cross-Blue Shield Major Medical Program coverage (or equivalent), which includes the following major provisions, shall continue in effect. (See Section 4. for Blue Cross-Blue Shield "Health Care Cost Containment" provisions which take effect February 1, 1986.)

**Blue Cross-Blue Shield Major Medical Program:**

a. Maximum benefits of $250,000 (maximum may be reinstated).

b. Individual ($100 per person per calendar year) and family deductible provisions remain in effect as during the term of the previous Agreement.

c. Plan pays 80% of eligible charges after the deductible has been satisfied. Effective February 1, 1986, reimbursement for purchase of generic drugs, after the Major Medical deductible amount has been satisfied, shall be at 90% (rather than the 80% reimbursement percentage applying to all other eligible health care costs covered under the Major Medical plan).

d. Coverage for services for mental and nervous disorders is limited to a maximum of $10,000 lifetime (cannot be reinstated) and applies to either inpatient or outpatient services.
(1) The plan will pay 50% of the charges for outpatient services, after the deductible has been satisfied. 50% includes within its meaning 50% per visit, i.e., 50% of the cost of each visit.

(2) The plan will pay 80% of the charges for inpatient services, after the deductible has been satisfied. 80% includes within its meaning 80% per visit, i.e., 80% of the cost of each visit.

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.

4. Effective February 1, 1986, the following seven (7) Blue Cross-Blue Shield “Health Care Cost Containment” provisions shall be incorporated appropriately into the overall Blue Cross-Blue Shield Hospitalization, Medical-Surgical and Major Medical plans provided for under Sections 1., 2., and 3. of this Article. These seven (7) provisions are detailed in the two (2) booklets, “Program of Blue Cross & Blue Shield Benefits” and “Program of Major Medical Benefits,” both of which shall be distributed to teachers and other affected Board employees no later than February 1, 1986.

a. Medical appropriateness

b. Outpatient dental surgery

c. Hospital diagnostic services

d. Cosmetic surgery exclusion

e. Pre-admission determination

f. Mandatory second surgical opinion (see “Note” after Section 2. a. above)

g. Coverage for purchase of generic drugs will be reimbursed at 90% after the Major Medical deductible has been satisfied (see Section 3. c. above).
ARTICLE 119
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 99% of the premium cost for individual hospitalization coverage with Blue Cross.
2. The Board shall continue to pay 99% of the premium cost for family and dependent hospitalization coverage with Blue Cross.
3. The Board shall continue to pay 99% of the premium cost for individual medical-surgical coverage under the Blue Shield Prevailing Fee Plan.
4. The Board shall continue to pay 99% of the premium cost for family and dependent medical-surgical coverage under the Blue Shield Prevailing Fee Plan.
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. Where school employees, by virtue of a policy provided by another employer to a spouse, have hospitalization and medical-surgical coverage equivalent to that carried by the Board, the Federation agrees that the Board, in such circumstances, is not required to provide, or to continue, duplicate hospitalization and medical-surgical 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 120
DENTAL CARE PLAN

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

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 $1,000 applying separately to each insured individual or family member. Subsections b. and c. immediately above have a $25 combined individual deductible per year or an overall $75 combined family deductible per year.

e. Orthodontic services — Plan provides for 50% payment up to a maximum payment of $800 for covered expenses:
   (1) The 50% payment up to the $800 maximum benefit applies separately to each covered person on a lifetime basis.
   (2) Subsection e. continues to apply to any covered child or any covered adult, i.e., there continues to be no age limitation to qualify for coverage under the provisions of Subsection e.

f. Missing teeth are covered under all the above-listed subsections.

ARTICLE 121
ALTERNATIVE HOSPITALIZATION - HMO

1. The School Board shall pay to any federally-qualified 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, medical-surgical, and major medical coverages under Article 119 of this Agreement. Any additional costs will be paid by the teacher electing HMO coverage instead of the coverage described in Article 118.

In the event that the HMO costs should be less than the costs of the hospitalization, medical-surgical, and major medical coverages, the Board shall continue to be required only to pay the actual costs of the HMO coverage.

2. Where two (2) members of one (1) family are employees of the Board an additional option to the two (2) options provided for under Article 119, Payment of Premiums for Hospitalization, Medical-Surgical and Major Medical Insurances, Section 7., shall be permitted. One (1) party may elect individual coverage either under the Blue Cross-Blue Shield hospitalization, medical-surgical, and major medical insurance plans or under an alternative HMO plan while the second party may elect family and dependent coverage under the opposite plan from that elected by the first party. Should this option be exercised by two (2) such Board employees, the total premium costs incurred by the Board for both parties combined shall continue not to exceed the maximum costs that could be incurred by the Board for both parties combined under either of the options provided for under the aforementioned Article 119, Payment of Premiums for Hospitalization, Medical-Surgical and Major Medical Insurances, Section 7.

ARTICLE 122
SICK LEAVE

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

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

1. Teachers 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 bases, 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 noncumulative.

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; except that Connelley, Conroy, and Pioneer teachers shall continue to be covered under Section 2. of this Article:

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. Teachers who are absent due to illness shall continue to be required to inform their school office by phone that they are returning to work, with said phone call being made no later than 2:00 P.M. on the school day immediately preceding the day on which they intend to return to work.

ARTICLE 123
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 provisions of Article 127, Workers Compensation Coverage, concerning the various options relating to either combined use of sick leave and Workers Compensation or separate use of Workers Compensation only shall be effective.

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 124
PERSONAL LEAVE

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

Personal leave shall be available to 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 — 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 of absence 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 133.

ARTICLE 125
CONVERSION OF UNUSED PERSONAL LEAVE TO SICK LEAVE

1. Personal leave days that are not used by a teacher during a school year (or qualifying twelve-month anniversary period) shall convert automatically to additional sick leave days on the last day of the employee's anniversary month. This conversion provision shall become effective beginning with the conclusion of the 1986-87 school year and shall continue thereafter.

a. For the 1985-86 school year and during the 1986-87 school year, personal leave days that are not used by a teacher during a school year (or qualifying twelve-month anniversary period) shall convert automatically to additional sick leave days on the final school day of the year, except as provided in Subsection b. below.

b. A teacher who otherwise would be covered automatically by the provisions in Subsection a. for the conversion of unused personal leave days to sick leave days, but who has not yet accumulated the maximum of six (6) unused personal leave days toward his/her severance pay credit and who is contemplating retirement prior to the 1987-88 school year, shall be afforded the opportunity to credit his/her unused personal leave day(s) toward severance pay credit rather than automatically convert said unused day(s) to sick leave day(s).

2. The existence of this benefit will be publicized annually by the School District to teachers. The PFT will also cooperate in publicizing this benefit annually to teachers.

ARTICLE 126
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 previ­
ous Agreement and as provided for under applicable
Vacation Articles contained in other PFT-negotiated
Collective Bargaining Agreements.

2. JTPA professional personnel shall receive the same vaca­
tion entitlement 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 twelve (12) 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 holi­
days occurring during those months of the year in which
they are employed, irrespective of whether any such holi­
days might fall on a Saturday or a Sunday.

5. The twelve (12) holidays referred to in Section 3. of this
Article are the following:

   New Year's Day
   Martin Luther King, Jr. Day
   Good Friday
   Memorial Day (last Monday in May)
   Independence Day
   Labor Day
   Veterans Day
   Thanksgiving Day
   Day after Thanksgiving Day
   *Workday before Christmas Day
   Christmas Day
   *Workday before New Year's Day
   *When Christmas and New Year's fall on a Thursday,
   the Fridays following shall be recognized as these
   holidays.

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 Fri­
day 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 holi­
day may be moved to a compensatory day off or, in the case of calendar-month, twelve-month personnel, added as a vacation day.

ARTICLE 127
WORKERS COMPENSATION COVERAGE

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

1. A teacher shall in no event be paid an amount in excess of his/her full regular salary when receiving payments from any combination of Workers Compensation and sick leave. The teacher in utilizing sick leave under any of the following options shall expend sick leave at the rate of one-half ($\frac{1}{2}$) sick leave day for each day he/she receives full pay through a combination of Workers Compensation payments and sick leave payments.

2. A teacher who has a compensable disability and is eligible for Workers Compensation as provided by law:
   a. May use any available sick leave for all the workdays he/she is absent. Upon return to work, the teacher shall have one-half ($\frac{1}{2}$) of the sick leave days he/she utilized while absent restored to his/her sick leave accumulation.
   b. May use Workers Compensation payments only and forego any use of sick leave days. (No income taxes are deducted from Workers Compensation payments.)
   c. May use sick leave until his/her sick leave days are exhausted and then switch to Workers Compensation payments only, or switch to Workers Compensation payments only at any time prior to exhausting all of his/her sick leave. In either event, the restoration of one-half ($\frac{1}{2}$) the number of sick leave days that the teacher has utilized still occurs only upon the teacher’s return to active service.

3. Workers Compensation benefits from the first day of the occurrence of the Workers Compensation incident are the same irrespective of which of the options the teacher may choose under Section 1. above. A teacher continues to be required to file a Workers Compensation claim in a timely manner.

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4. The Board agrees to deduct Retirement System employee contributions from the Workers Compensation payments and also to make the Board’s proper Retirement System employer contribution as permitted by law. Under the present pension law, a teacher may receive full Retirement System credit under this procedure for up to a maximum of one (1) full year.

5. Nothing in this Article shall be construed to provide any Workers Compensation or pension benefits of any kind which are in addition to or in excess of the maximum benefits under the pension and Workers Compensation laws of the Commonwealth of Pennsylvania.

6. If a teacher’s compensable disability exceeds one (1) year, the returning teacher need not be returned to the same position in the same school or schools.

ARTICLE 128
RESIDENCY

1. Residency requirements are mandatory subjects for bargaining under the Public Employe Relations Act (Act 195 of 1970). Act 36 of 1981 authorizes residency requirements only in the Pittsburgh and Philadelphia School Districts, and such residency requirements may only be prospective. The terms of this Residency Article terminate the PFT-Board Memorandum of Agreement, Residency Requirements, dated September 4, 1978.

2. Pittsburgh teachers and other professional employees whose most recent date of hire is for the start of the 1981-82 school year, or any time thereafter, shall continue to be covered by the School District’s residency requirement, unless such an employee has received a residency waiver from the Board. No other teachers and professional employees shall be covered by any residency requirements.

3. The Board agrees not to propose or to adopt any residency requirement which affects employees represented by the Federation who were Board employees prior to the effective date of the residency requirement specified in Section 2. of this Article.
ARTICLE 129
RETIREMENT CONSULTATION SERVICE

The provisions of this Article shall continue the agreement on PFT-sponsored retirement consultation service that was reached between the Pittsburgh Federation of Teachers and the Pittsburgh Board of Public Education in the negotiations for the 1978-1980 Collective Bargaining Agreement for Teachers and Other Professional Employees.

1. In consideration of the agreement by the Pittsburgh Federation of Teachers to continue to make its retirement consultation service available to all professional personnel employed by the Pittsburgh School District, in the same manner and consistent with such service as provided by the Pittsburgh Federation of Teachers during the 1977-78 school year and during the term of the 1978-1980 Agreement, the Pittsburgh School District agrees to continue its support of 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 1985-1988 Collective Bargaining Agreement between the Board and the Union for Teachers and Other Professional Employees.

2. All disputes between the parties concerning a violation, interpretation, application or meaning of any provision of this Article shall be settled by submitting to binding arbitration, using the grievance and arbitration procedures contained in this Collective Bargaining Agreement.

ARTICLE 130
MILEAGE ALLOWANCE

1. Mileage reimbursement shall be twenty-three cents (23¢) per mile throughout the term of this Agreement.

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. There shall be no change in the requirements for auto insurance coverage from those in effect during the term of the previous Agreement.
ARTICLE 131
OTHER BENEFITS

1. Retirement System Membership — Membership in the Pennsylvania Public School Employes’ 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. Sabbatical Leaves — See Article 32, Section 12.

ARTICLE 132
ANNUAL STATEMENT ON TOTAL COST OF FRINGE BENEFITS

A statement of the School District’s employer costs for employer-paid fringe benefits will be produced annually, with a breakdown of the costs for each benefit, and will be distributed to all teachers and other professional personnel, commencing with the 1987 calendar year. This will apply to all fringe benefits, including retirement and Social Security benefits, sick leave, and personal leave, and it will apply to supplemental contracts as well. Cost figures are to be validated by an independent auditor/actuary.

ARTICLE 133
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/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 134
CREDIT UNION SUMMER SAVINGS AND LOAN PAYMENT PLANS

1. 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.

2. The Board, upon proper authorization of the individual teacher, shall continue to permit a Credit Union payroll deduction for the purpose of repayment of Credit Union loans.

ARTICLE 135
TERM OF THE AGREEMENT

This Agreement shall be in effect from Tuesday, September 3, 1985, until 11:59 P.M. on Sunday, September 4, 1988. 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 10th day of August, 1980.

BOARD OF PUBLIC EDUCATION,
School District of Pittsburgh

Jake Milliones
President, the Board

Helen B. Miscimarra
Board Member
Former Chairperson, Negotiations Subcommittee

Edwin Grisberg
Board Member
Chairperson, Negotiations Subcommittee

David Engel
Board Member
Former Member, Negotiations Subcommittee

Jean Dunk
Board Member
Member, Negotiations Subcommittee

William H. Larkin
Board Member
Member, Negotiations Subcommittee

Richard C. Wallace, Jr.
Superintendent of Schools and Secretary

James F. Angevine
Director of Planning and Support Services

Lee B. Nicklos
Director of Personnel and Employee Relations

Leah R. Slemberg
Director of Employee Relations (Retired)

J. Buchheit Spolar
Associate Director of Employee Relations

Bruce D. Campbell
Special Labor Counsel

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

Albert Fonda
President and Chief Negotiator

Joseph Zunk
Executive Secretary

Rufus Jordan
Vice President for Senior High and Post-Secondary Schools

Paul Francis
Vice President for Middle Schools

Mary Van Horn
Vice President for Elementary Schools

Sylvia Wilson
Secretary

Barbara Supinka
Middle Schools Representative

Patricia C. Rose
Elementary Group Representative

John Saitka
Executive Board Member-At-Large

George Gensure
Parliamentarian

Elaine Naneer
Executive Board Member-At-Large

Nancy Ewing
Trustee

Sherman Shragan
Middle Schools Representative

Walter Weaver
Treasurer

Saul Diamond
Executive Board Member-At-Large

Mario Lacenere
Executive Board Member-At-Large

Edward Pace
Financial Secretary
MEMORANDUM OF UNDERSTANDING — EDUCATION/TEACHER-PROFESSIONALISM/PEER-INVOLVEMENT JOINT SCHOOL DISTRICT-PFT-TEACHER PROJECT

The Pittsburgh Federation of Teachers, on September 3, 1985, and the Pittsburgh School Board, on September 24, 1985, officially ratified a Memorandum of Understanding which extended, with additions and changes, the provisions of the three existing PFT-School Board Collective Bargaining Agreements by two (2) years, i.e., from September 1, 1986, through September 4, 1988. The term of the resultant three extended Agreements runs from September 3, 1985, through September 4, 1988.

The various provisions of the Memorandum of Understanding have been incorporated appropriately into the three extended 1985-1988 Agreements. That Memorandum of Understanding is not reprinted here. Any dispute between the parties concerning a violation, interpretation, application, or meaning of any provision of the Memorandum of Understanding shall be settled by submitting the dispute to binding arbitration, utilizing the "Grievance and Arbitration Procedures" Articles of the three Collective Bargaining Agreements.

As a separate and vital component of the above-described Memorandum of Understanding, the parties agree that certain general "teacher professionalism/peer involvement" criteria and objectives constitute desirable concepts to be examined and, where agreement can be reached, to be implemented and developed within the Pittsburgh Public Schools.

(1) Greater teacher professionalism and a strong, accepted professional role for practicing classroom teachers

(2) A fundamental teacher role in staff development and in worthwhile in-service programs

(3) Career-type, expanded professional responsibilities for continuing classroom teachers

(4) Increased professional interaction among practicing classroom teachers

(5) Teacher involvement in and responsibility for the induction of new teachers into the teaching profession
(6) Encouragement, incentives, and recognition for teachers to continue throughout their professional careers to function in a teaching capacity with students, rather than to leave the classroom in order to achieve professional advancement, satisfaction, and recognition.

In acting upon this mutual agreement on basic “teacher professionalism/peer involvement” principles, there will be a major “Teachers, Administration, Superintendent, PFT, School Board” committee approach to discussion of the following “education/peer involvement/teacher professionalism” matters. The initial discussion phase will take place in the 1985-86 school year, with mutually-agreed-upon changes to commence in the 1986-87 school year. Further discussions will occur during the 1986-87 school year if necessary.

(1) Professional, staff-development/instructional-improvement/curriculum, and evaluation roles for teachers and other professional employees, including consideration in a non-bargaining context of the budget impact of same on administrator staffing requirements.

(2) Released time for department and instructional chairpersons and for similar-type teacher personnel at middle school and elementary school levels (for example, team leaders).

(3) Teacher role in the induction of new teachers.

(4) Increased role of security-type personnel to assume greater responsibility in student discipline—pilot projects at Brashear High School, Arsenal Middle School, and other schools.

(5) Additional teacher time, especially for senior high teachers, for planning time, in-service, staff-development, and teacher-interaction opportunities.

(6) Teacher role in organization and direction of in-service and staff-development efforts and programs.

(7) Teacher in-service programs to include major, stimulating guest speakers and presenters.

(8) Professional roles and responsibilities of counselors, social workers, nurses, psychologists, and other professional-supportive personnel.
(9) Incentive pay for teachers with low or no sick leave use or other absences  

Special Note—If no other agreement is reached as a result of discussions on this item, the Severance Plan improvements and changes provided for on page 5 of the full Memorandum of Understanding shall be implemented in full.

(10) Computerization of grading, report cards, records, attendance, and scheduling

(11) Expanded attention to student recruitment and pupil enrollment, and cooperation on attracting and retaining families with children as city residents

(12) Increased attention to the interscholastic athletics program, for both boys and girls, in terms of the times and location of games and events and the visibility/access to parents, students, and the public, and the effect of same on attracting and retaining students in the schools and families in the city

(13) Teacher employment procedures (i.e., consideration of improved or full salary-schedule-placement credit for prior teaching experience) and salary-schedule-placement procedures for teacher hiring in shortage areas, such as, chemistry, mathematics, physics, computer science, and foreign languages

(14) Day-to-day substitute teacher pool, including consideration of higher pay for all day-to-day substitutes, with particular emphasis on the consideration of higher pay for those day-to-day substitutes who are designated for, agree to, and are assured of day-to-day substitute employment on all student days in the school year

Discussion of these preceding “education/teacher professionalism/peer involvement” items will be handled in a non-bargaining context. Mutually agreed upon changes which involve provisions of the existing Collective Bargaining Agreement for Teachers and Other Professionals (and/or of either of the other two existing Agreements), or which otherwise involve matters which are proper subjects for bargaining under Act 195 of 1970, will be amended into the successor Agreement to the 1985-1988 Collective Bargaining
Agreement for Teachers and Other Professionals (and/or into the other two successor Agreements).

MEMORANDUM OF UNDERSTANDING — SCHENLEY TEACHER CENTER

The Board of Public Education for the School District of Pittsburgh, hereinafter referred to as the “Board,” desires to develop a special teacher center at Schenley High School as part of a program to improve the quality of education in the Pittsburgh School District. The Pittsburgh Federation of Teachers, the certified and recognized collective bargaining representative for the professional employees teaching in the Pittsburgh School District, hereinafter referred to as the “Federation,” desires to cooperate in the Board’s effort to improve the quality of education through the development of a special teacher center at Schenley High School. The program which the parties are desirous of implementing through their cooperation will hopefully commence with the 1983-84 school year.

In order to demonstrate their mutual commitment and cooperation, the parties have agreed to the following with regard to the development and implementation of the special teacher center program.

For the purposes of this Memorandum of Understanding the Collective Bargaining Agreement between the parties effective September 1, 1980, is referred to as the “Agreement.”

Schenley Teacher Center High School

1. The new Schenley Teacher Center High School will be considered a “school whose status has been completely changed,” for the purposes of applying the provisions of Article 29 of the Agreement.

   a. The selection of “center teachers” shall be made consistent with the posting and transfer application provisions of the Agreement.

   b. Teachers who are accepted for transfer into the Schenley Teacher Center High School as “center teachers” will be offered the opportunity to retain their “building seniority rights” and “rights of return” at their former schools for a maximum of four (4) years, pursuant to and as an extension of the provisions of Article 29, Section 13.
c. It is understood by the parties that efforts will be made to retain some of the current Schenley High School teaching staff at the new Schenley Teacher Center High School. These efforts will be extended to include current Schenley teachers holding coaching and other extracurricular assignments.

d. Former Schenley High School teachers who are accepted into the Schenley Teacher Center High School as "center teachers" will be covered by Subsection b. above insofar as "building seniority rights" are concerned, in the event that they should subsequently elect to leave the Schenley Teacher Center within the four (4) year maximum period.

2. Replacement teachers, i.e., the teachers who teach temporarily at the various high schools in the place of those teachers who are taking part in the Schenley Teacher Center program for a given quarterly report period, shall be selected by the School Board from among teacher applicants, displaced teachers, spare teachers, teachers facing layoff, and teachers who are not yet regular Board employees in accordance with the following:

a. Such teachers shall be called "floating replacement teachers."

b. Floating replacement teacher positions shall be regular teaching positions for the duration of the Schenley Teacher Center program.

c. Floating replacement teacher positions shall be filled consistent with the posting provisions of Article 37 of the Agreement. The posting and transfer application provisions of Article 37 and Article 38 shall apply to floating replacement teachers who make application for permanent school assignments or who have the opportunity to move into permanent school assignments.

d. The system seniority of any teacher hired as a floating replacement teacher shall commence with the date of his/her hire or continue during the time he/she may be serving in the capacity of a floating replacement teacher, consistent with the system seniority provisions of Article 30 of the Agreement.

e. If in filling a floating replacement teacher position the School District bypasses a teacher who otherwise would face layoff to hire a new teacher, the bypassed
teacher shall be maintained in his/her teaching employment with the School District as a replacement teacher.

(1) “Bypassed teacher” applies only to a teacher with system seniority and a certification which would otherwise entitle him/her to fill a floating replacement teacher position.

(2) Such replacement teachers, if any, shall be guaranteed a replacement teacher position for so long as they are bypassed even if this requires the number of replacement teachers employed at any particular time to exceed forty (40). In applying this provision, the reasonable quota proviso referred to in Article 30, Section 6, of the Agreement shall continue to be observed.

(3) If any future layoff situations occur, these bypassed teachers, if any, shall continue to retain their employment and seniority rights and may only be laid off if all less-senior teachers, including less-senior floating replacement teachers, have been laid off in compliance with the applicable provisions of Article 30.

f. Teachers who volunteer to leave their previous regular school assignments and to serve as floating replacement teachers, and who are selected by the Board to do so, shall be entitled to maintain their “building seniority rights” at their previous schools and to exercise their “rights of return” for a maximum of four (4) years, pursuant to and as an extension of the provisions of Article 29, Section 13.

g. Teachers who are displaced from their regular schools and who, as a consequence, are selected by the Board to serve in a floating replacement teacher position shall have the same “building seniority rights” and “rights of return” as are provided to all other displaced teachers under the applicable provisions of Article 29 of the Agreement.

When a teacher who is displaced from a permanent school assignment, either by being excessed from a school or because of a school closing or a school status change, serves in a floating replacement teacher position, that teacher’s total building seniority credit at the time of assuming a new permanent school assignment shall include his/her building seniority at
the time of displacement plus the period of time served in the floating replacement teacher position.

h. Procedures for handling building seniority credit, if any, for floating replacement teachers when they move into a permanent school assignment, which shall occur either at the beginning of a school year or at the start of a semester, will be worked out by the parties in any situation not already covered by the provisions of Article 29 or of this Memorandum of Understanding.

i. All provisions of this Section 2. of this Memorandum of Understanding applying either to floating replacement teachers or to other teachers are subject to the affected teachers possessing appropriate certification(s).

3. The term "teacher" as used in this Memorandum of Understanding shall be the same as the definition of "teacher" set forth in Article 6, Section 5., of the Agreement.

4. The parties will mutually cooperate in the efforts to recruit teachers to apply for the "center teacher" positions. In the unlikely event that there are insufficient qualified applicants to fill the "center teacher" positions, the parties agree to meet again to negotiate possible amendments or additions to this Memorandum of Understanding that would address such a development.

5. The provisions of this Memorandum of Understanding and its utilization shall not be regarded by either of the parties to have any application or to set any precedent beyond the Schenley Teacher Center High School and related matters which the Memorandum addresses.

6. Any dispute 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.

7. This Memorandum of Understanding may continue for the duration of the operation of the Schenley Teacher Center High School program, but it shall be in effect for a minimum of three (3) years commencing with the opening of the Center in September 1983 and shall also cover the period of the preparatory activities leading to that opening.
MEMORANDUM OF UNDERSTANDING —
BROOKLINE ELEMENTARY TEACHER CENTER

The Board of Public Education for the School District of Pittsburgh, hereinafter referred to as the “Board,” desires to develop a special Pittsburgh Elementary Teacher Center at the Brookline Elementary School as part of the continuing program and efforts to improve the quality of education in the Pittsburgh School District. The Pittsburgh Federation of Teachers, the certified and recognized collective bargaining representative for the professional employees teaching in the Pittsburgh School District, hereinafter referred to as the “Federation,” desires to cooperate in the Board’s program and efforts to improve the quality of education through the development of a special teacher center at Brookline Elementary School. The particular program which the parties are desirous of implementing through their cooperation, and to which this Memorandum refers, will commence with the 1985-86 school year.

In order to demonstrate their mutual commitment and cooperation, the parties have agreed to the following with regard to the development and implementation of the special elementary teacher center program.

For the purposes of this Memorandum of Understanding, the Collective Bargaining Agreement between the parties, effective September 5, 1983, is referred to as the “Agreement.”

Brookline Elementary Teacher Center

1. The new Brookline Elementary Teacher Center will be considered a “school whose status has been completely changed,” for the purposes of applying the provisions of Article 29 of the Agreement. Provisions of this Memorandum of Understanding apply to all teachers assigned to the Brookline Elementary Teacher Center, whether resident or alternate teachers.
   a. The selection of “teacher center teachers” shall be made consistent with the posting and transfer application provisions of the Agreement.
   b. Teachers who are accepted for transfer into the Brookline Elementary Teacher Center as “teacher center teachers,” either initially or in the future, will be offered the opportunity to retain their “building seniority rights” and “rights of return” at their
former schools for a maximum of four (4) years, pursuant to and as an extension of the provisions of Article 29, Section 13., of the Agreement.

c. It is understood by the parties that efforts will be made to retain some of the current Brookline Elementary School teaching staff at the new Brookline Elementary Teacher Center.

d. Former Brookline Elementary School teachers who are accepted into the new Brookline Elementary Teacher Center as “teacher center teachers” will be covered by Subsection b. above insofar as “building seniority rights” are concerned, in the event that they should subsequently elect to leave the Brookline Elementary Teacher Center within the four (4) year maximum period.

2. a. All applicable provisions of Section 2. of the Schenley Teacher Center Memorandum of Understanding, which deal with floating replacement teachers, shall apply to “alternate teachers” under the “Brookline Elementary Teacher Center” program. This shall include the four (4) year right of return provision which shall apply to any elementary teachers who may apply for and be accepted as “alternate teachers.”

b. A separate agreement between the parties covers the use annually of up to twenty-nine (29) of the replacement teacher positions provided for under Article 18 of the Professional Agreement to fill the “alternate teacher” positions required to conduct the “Brookline Elementary Teacher Center” program and to help meet “teacher center teacher” staffing requirements at the Brookline Elementary Teacher Center itself.

3. The term “teacher” as used in this Memorandum of Understanding shall be the same as the definition of “teacher” set forth in Article 6, Section 5., of the Agreement.

4. The parties will mutually cooperate in the efforts to recruit teachers to apply for the “teacher center teacher” positions.

5. The provisions of this Memorandum of Understanding and its utilization shall not be regarded by either of the parties to have any application or to set any precedent
beyond the Brookline Elementary Teacher Center and related matters which the Memorandum addresses.

6. Any dispute 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.

7. This Memorandum of Understanding may continue for the duration of the operation of the Brookline Elementary Teacher Center program but shall be in effect at least through the duration of the 1983-1986 PFT-Board Agreement.

MEMORANDUM OF UNDERSTANDING — PUBLIC EMPLOYEE RELATIONS ACT OF 1970 (ACT 195)

This will confirm the agreement 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 parties have again reached the following understanding and agreement with regard to certain procedures which are applicable under Act 195 of 1970, which is known as the Public Employee Relations Act.

The parties recognize that the Union may wish to assert a right to strike under Section 1003 of the Public Employee Relations Act at the expiration of Collective Bargaining Agreements which may be negotiated between the parties. Therefore, the parties continue to agree to the following with regard to the future schedule for collective bargaining under Act 195.

Negotiations for any 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 1st. 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 1st 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 1st, 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 1st of any year in which a Collective Bargaining Agreement between the parties expires on or about September 1st 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 1st, 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 3, 1985. 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.

**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 once again involved in collective bargaining for a new Agreement for teachers, said Agreement to be effective September 3, 1985.

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 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 students 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.
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DIRECTOR OF EMPLOYEE RELATIONS
PITTSBURGH PUBLIC SCHOOLS
341 SOUTH BELLEFIELD AVENUE
PITTSBURGH, PA. 15213

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
Commissioner

1. Approximate number of employees involved _______________ 3,069

2. Number and location of establishments covered by agreement __________________________ approx. 100 schools

3. Product, service, or type of business __________________________ Public Schools

4. If your agreement has been extended, indicate new expiration date ________________

J. Buchheit Spolar, Associate Director

Division of Employee Relations - Pittsburgh Public Schools

341 S. Bellefield Ave. Pittsburgh, PA 15213

(412) 622-3650

BLS 2452 (Rev. August 1984)