9-1-1988


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Comments
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MEMORANDUM OF UNDERSTANDING

SCHOOL DISTRICT OF PHILADELPHIA/PHILADELPHIA FEDERATION OF TEACHERS

This Memorandum of Understanding made this 24th day of April, 1988 between the School District of Philadelphia (hereinafter called "the District") and the Philadelphia Federation of Teachers (hereinafter called "the PFT");

WHEREAS, the District and PFT are parties to a collective bargaining agreement which expires on August 31, 1988; and

WHEREAS, the District and PFT have agreed upon the terms of a new contract subject to ratification by the members of the PFT and the members of the Board of Education of the School District of Philadelphia;

NOW THEREFORE, the District and PFT intending to be legally bound agree as follows:

1. The collective bargaining agreement which expires on August 31, 1988 shall continue for the duration of the new agreement except as to the changes, deletions and additions listed below.
2. Term. The new agreement shall be for four (4) years and shall expire August 31, 1992.

3. The District and PFT have agreed to the following additions, deletions and modifications to the contract: (numbers in left-hand column refer to PFT demands)

4 - Modify Article B-III 1 to read: "The Board agrees to continue its policy of not discriminating against any employe on the basis of race, creed, color, national origin, sex or marital status or sexual orientation or membership or participation in, or association with the activities of, any employes' organization."

Modify Article B-III, 2 to read: "The Federation agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status or sexual orientation and to represent equally all employes without regard to membership or participation in, or association with the activities of, any employes' organization."

21 - The parties agreed to form a joint committee to edit, correct dates and make other technical, non-substantive revisions to the contract including corrections to special education class size figures.
28 - Revise Article B-VII to read: "An employe who, when and if permitted by this agreement is requested or directed by the Administration to go to a location other than that to which he is regularly assigned, shall be paid at the authorized rate per mile for any distance travelled in excess of the distance that he would have had to travel to from his regularly assigned work location, and, upon presentation of proper documentation, shall be reimbursed for any reasonable and necessary parking fees and tolls."

59 - Add a clause to Article B-X, Long-Term Substitutes, to read: "Examinations for NTAs, Secretaries, Reading Assistants and Classroom Assistants in the School District shall provide for examination point credit for employment experience. Satisfactory service as a long-term substitute in that position shall be considered as employment experience for any candidate who passes such an examination to the same extent as other employment experience is considered."

76 - Modify Article T-IV 5b to read: "Two (2) teachers from each district to be drawn by lottery from a pool of interested and qualified applicants from each district, shall be placed on each curriculum committee for the purpose of writing or reviewing curriculum developed in each area."
77 - Create a new Article T-IV 5b(i) to read: "Service on a curriculum committee shall be limited to a single term of three (3) years. An extension of service of one (1) year shall be granted if a curriculum project is underway and nearing completion."

100 - Modify Article T-VI 10d to read: "In each school year, each teacher shall have the right to expend $50 out of his school's allotment for supplies, instructional aids and books for the purpose of purchase or requisition of such materials for use with his students. Any unexpended portion of such $50 shall be retained in the school's said allotment. The method of effectuation of this Section has been agreed upon by the Federation and the Administration and will govern for the life of this Agreement except as modified from time to time by mutual agreement of the parties."

138 - Add Article T-VIII 4c(iii)(d): "Demonstration teachers may elect to file voluntary transfers and rights to return to non-demonstration positions within their previously appointed subject areas, subject to existing rules governing such transfers and rights to return. A demonstration teacher who transfers or returns to such a non-demonstration position shall revert from the demonstration teacher salary schedule to the regular teacher salary schedule."
173 - Add a new Article T-XIII 3a to read: "Teachers shall be notified of a preparation period payback as soon as practical after the Principal, or his/her designee, is aware that the payback can be accomplished."

187 - Modify T-XVI 5 to read: "Special class teachers required to remain with their class during lunch, shall receive an equivalent amount of time off."

200 - Modify Article T-XVIII 10 to read: "Assignment, during the summer, to summer work offerings, will be voluntary. These positions will be filled at least thirty (30) days before the close of school in accordance with system-wide seniority and held for two (2) years. Seniority lists shall be available in the District attendance offices."

212 - Modify the following sections of Article T-XXIV as follows:

- eliminate "And Counseling Teachers" from the title of this Article.
- T-XXIV 2 shall read: "Counselors shall work the same hours as other teachers in the School."
- T-XXIV 3 shall read: "Additional non-teaching personnel provided for in Article T-III, Section 2 shall also be so utilized as to provide, to the extent administratively possible, for the relief of counselors of clerical and non-professional duties."
T-XXIV 4 shall read: "The Board will give every consideration to achievement of the Federation's goals of a maximum caseload for elementary counselors of 400 and a maximum caseload for secondary school counselors of 300."

Article T-XXIV 7 shall read: "Counselors shall not be regularly assigned to duties in which they must mete out punishment, subject to the requirements of Article T-III, Section 4."

Article T-XXIV 8 shall read: "The duty of maintaining attendance records shall not be assigned to counselors."

Eliminate T-XXIV 11.

222 - Modify Article T-XXVI 6 to read: "Money collected within the School in connection with circulation of library books, shall be allocated to that school for its library needs, at the librarian's discretion after consultation with the Principal."

226 - Create a new Article T-XXIX "Dentists" and move the present T-XXVIII into the new Article. Create a new Article T-XXVIII entitled "Vocational Education/Skill Centers" and move the following sections into the new Article:

- Article T-XIV 1a shall become Article T-XXVIII 1.
- Article T-XIV 15 shall become Article T-XXVIII 2.
- Article T-XIV 16 shall become Article T-XXVIII 3.
- Article T-XIV 17 shall become Article T-XXVIII 4.
- Article T-XIV 18 shall become Article T-XXVIII 5.
- Article T-XIV 20 shall become Article T-XXVIII 6.
227 - Add a new Article T-VI 16 to read: "Upon presentation of appropriate documentation, teachers shall be reimbursed for mileage, tolls, and parking to and from exhibits when requested by the School District to participate in exhibits of student works."

260 - Add a new Article S-XI 9 to read: "Secretaries shall be given home school preference for summer school assignments."

263 - SPI/TMR Classroom Assistants shall receive an additional $200.00 above their stipulated salary as stated in the salary schedule.

280 - In the Food Service Managers' contract, add a new Article VIII 6 to read: "When an opportunity exists for food service managers to serve in a special assignment or task or in a staff development program, an announcement shall be published containing a description of the assignment and any special requirements so that interested managers may apply. Where two managers objectively approximately equally meet the established criteria for a position or task, seniority shall govern the appointment to that position."

284 - Add a new Article IX 16 to the Food Service Managers contract to read: "To the extent that production figures are available, the Administration will make them available to the PFT upon request."
293 - Add a new Article VI 13 to the Per-Diem Teachers' contract to read: "If a per-diem substitute teacher is assigned to a particular subject in a school and upon arrival to the school the subject is not available, he/she shall have the right to decline the assignment without penalty if he/she is not certified in the alternative subject."

297 - Add a sentence to Article VI, Section 9 of the Per Diems' Contract to read: "The administration may, based upon the needs of the school system, waive the application of the above. The application of this clause may be reinstituted by the administration upon prior notification to the Federation."

301 - Add the following provision as Article XI, Section 21 in the Professional/Technical Contract: "Professional Technical employees may be granted up to five (5) days annually without pay upon receiving permission from their immediate supervisor and office administrator. Approval will not be withheld unreasonably. This leave must be taken in the fiscal year in which leave is requested. A minimum of three (3) weeks notice shall be required prior to the requested leave date."
302 - Add the following language as Article XI, Section 21, in the Professional/Technical contract: "Non-degreed professional technical employees shall be eligible to participate in the career development program as appears in Article P-VIII of the Para Professionals' contract."

306 - Substitute the following language for Article VII, Section 4 in the Professional/Technical Contract: "All employees in the bargaining unit shall be eligible to opt for compensatory time in lieu of overtime. Requests to utilize compensatory time must be submitted at least three days in advance and must be approved by the employee's immediate supervisor and the division director. Permission will not be unreasonably withheld, however, it will not be granted where the employee's absence will interfere with the effective operation of the department. Special consideration will be given to personal emergencies requiring immediate attention."

316 - Omit the present language in Article XIV, Section 1 of the Child Care Center Employees' contract and substitute the following: "Vacation leave and personal leave allowances for child care employees shall be the same as for Head Start and Get Set employees."

326 - "Where the Board elects to make intern opportunities
available, employees in this unit who possess college degrees will be permitted to apply for participation in the program." Add this provision to the following contracts--Get Set (Article VI), Child Care (Article VI), Head Start (Article VI), Paraprofessionals (Article P-III), Secretaries (Article S-V), and NTAs (N-IV).

327 - Add Article VI 10 to the Child Care contract to read:
"Where there is an opening for a full-time position in a child care center, the Administration will agree to consider part-time employees at that location to apply to fill the position on an acting basis."

329 - Substitute the following language for Article IX 7 in the Child Care contract: "Properly qualified employes in this unit will be allowed to transfer between school district programs without the loss of seniority, subject to the transfer procedures applicable to employes in that classification." Add the same language in Get Set (Article VI), Head Start (Article VI), and Para-Professional (Article P-III) contracts.

332 - Add a new Article VIII to the Child Care contract to read:
"A $50 allotment for each child care classroom shall be provided by the Administration for the purchase of educational supplies"
and materials. The allotments will be taken from the School's general allotment fund." Change the $25 allotment for each class for the purchase of supplies and materials to $50 in Get Set (Article IV, Section 36), and Head Start (Article IV, 48(c)) contracts.

334 - Add a new Article IV 16 to the Get Set contract to read: "The Administration will communicate all changes in policies and procedures regarding the Get-Set program in writing two weeks before implementation, wherever possible."

355 - The parties have agreed to change all references in the Para-Professionals' contract and in the District's personnel system from Teacher Aide to Classroom Assistant. In addition, all references in the contract and personnel systems shall be changed from Reading Aides to Reading Assistants.

367 - Add a Section 6 to Article P-VIII of the Para-Professional's contract to read: "All early childhood Para-professionals shall be eligible to participate in the career development program." The identical clause shall be added to the Get Set (Article VIII), Head Start (Article III) and Child Care (Article XIII) contracts.
4. The parties have agreed to revise contractual language as follows:

a. - Change Article TXXII, 2c to read as follows:

"Notification of appointment to summer school shall be made by May 1 for at least 90 percent of the number of teachers estimated to be needed for the program."

b. - Delete Article TXXII, 2f and 2g and replace with:

"Information regarding the numbers of allotted positions by level and subjects as well as teachers appointed to such positions shall be made available to the Federation on a timely basis." (Also delete Article TXXI, Sections 6 and 7 and replace with the same language.)

c. - Delete Article TXXII, 4.

d. - Delete existing Article TXXII, 5a and 5b and replace as follows:

5a. - Senior High Schools: total of 148 hours, three days from 8:30 a.m. to 3:00 p.m. with one unpaid hour for lunch; specific schedule to be jointly determined by the Federation and the Administration.

5b. - Middle Schools and Elementary Schools: total of 90 hours, three days, 8:30 a.m. to 3:00 p.m. with one unpaid hour for lunch; specific schedule to be jointly determined by the Federation and the Administration.

e. - Delete Article NVII, Section 1h.

f. - Change Article SXI, 2c to read the same as TXXII, 2c.

g. - Change Article SXI, 4a and 4b to read the same as TXXII 5a and 5b.

h. - Delete final phrase of Article TVII, 7b "but are expected to work the same number of hours as they did in the summer of 1965."
i. Revise Article T-II 1a, 1b, 1c, 1c(i) and 1c(ii) as follows:

"1a. The present teacher day for each school level is as follows:

Elementary .........................8:45 a.m. to 3:30 p.m.  
(1 hour and 15 minutes lunch)

Middle and Junior High .............8:45 a.m. to 3:00 p.m.

Senior/Technical High/
Skill Centers ........................8:40 a.m. to 2:43 p.m.

'Middle Schools' shall for all purposes of this Agreement be
demed to be and be treated as junior high schools.

The above schedule is subject to modification in meeting unique
needs as long as there is no increase in the total hours of work.

The orderly planned opening of the school day is essential to the
full and effective utilization of instructional time. Consequently,
teachers should be in their classroom at the contractual times and
should remain in the classroom until all students are dismissed.

1b. The school year for students shall consist of 187 days and
for teachers shall consist of 190 work days.

1c. In order to comply with the instructional time requirement
of the Commonwealth of Pennsylvania, the present five (5) minute lead
time in Senior High Schools shall be utilized for instruction, and
teachers shall be rostered accordingly.

1c(i) Delete.

Renumber 1c(ii) as 1c(i).

j. Insert the following language as Article T-VII, 27a:

"Effective school year 1991-92, there shall be a salary
schedule for Senior Career Teachers. To qualify for placement on
the schedule, teachers will need the following minimum
requirements:
- M.A. Degree plus 60 credits or Ph.D.
- Ten years of satisfactory teaching in the School District
- Dual certification as follows:
  - Two subject areas, or
  - Elementary and secondary, or
  - K-12 Certification, or
  - Regular and Special Education
- Principal or Supervisor's Certificate shall be eligible for consideration as one of the two certifications.

Credits earned after August 31, 1983 toward placement on the "Senior Career Teachers" schedule shall be subject to approval of the content of the academic work presented, which approval shall not be unreasonably withheld."

5. The District and PFT have also agreed to insert language in the contract pursuant to the following proposals as submitted by The School District of Philadelphia.

(a) Attendance Incentive Plan.

Subject to adequate funding, the Philadelphia Employee Attendance Incentive Plan will operate to award employees an annual cash bonus equal to a stated percentage of individual unused personal illness and personal leave days. Moreover, the Plan will award a cash grant to each school that
demonstrates improvement in employee attendance. The School District and Federation will meet to negotiate the rates and implementation terms of this Plan.

(b) Teacher Support.

Replace the existing BV2g with the following language:

"Upon receipt of a second anecdotal report of unsatisfactory classroom performance or an unsatisfactory rating for classroom performance, the teacher shall meet with the principal or other administrator and shall participate in an appropriate professional development program designed to correct the weaknesses identified. This program shall not exceed ten hours outside of working hours. This shall not preclude the principal or designee from working with the teacher during the work day when appropriate."

(c) Experimental School Improvement Plan.

The staff and the principal in an individual school may jointly develop an Experimental School Improvement Plan which may require modifications of provisions of this agreement, including but not limited to class size, teacher rosters, teacher, student and
administrator evaluations, grading, scheduling or trade-offs. The plan, upon approval of the principal, will be submitted for ratification in the school in accordance with Federation procedures which will require an affirmative vote of seventy-five (75) percent of those voting.

Once such a plan is approved by the principal and ratified by the Federation, it shall be submitted for review and endorsement to a committee composed of equal numbers appointed by the President of the Philadelphia Federation of Teachers and the Superintendent of the School District. This committee shall be kept informed as the proposal is implemented in the school and shall conduct an annual review after which the committee may make recommendations for modification or termination of the program.

Proposals may be submitted for programs to last up to three years. Upon the expiration of the Experimental School Improvement Plan, if the school's staff and the principal wish to continue the program, either in its originally approved form, or in a modified form, such request will follow the same procedures set forth above for filing new proposals.

Resources available to the school prior to the commencement of the Experimental School Improvement Plan shall be maintained at the same level as if the proposal were not in effect. This clause does not modify or limit provisions in Article B-1.
(d) Teacher Assignments

To reduce disruptions, changes in teacher allotments and assignments after the first Monday in October will not result in teacher reassignments. Rights to return, voluntary transfers and forced transfers shall be effective September 1 and the first Monday in October during each school year. To facilitate this, the leveling of classes will begin not later than ten student days after the first student day of the school year. Vacancies occurring after the first Monday in October shall be filled by special assignment. Rights to return, voluntary transfers and forced transfers will be recognized and effected at the beginning of the following school year.

This contractual provision will be supplemented by an administrative directive from School Operations which will include the following points:

1. Original allotments shall be based on realistic projections as determined by school experience tables.
2. Appointments to vacancies, and placement of long-term substitutes to needed positions shall be made prior to the start of the school year. This shall not preclude such appointments as they become needed in the future.
3. Voluntary transfers, forced transfers and "rights to returns" shall be processed September 1 and the first Monday in October. Thereafter, if any further positions become available, they shall be filled on a special assignment basis for the remainder of the school year. The positions shall be filled by the voluntary transfers, forced transfers and the teachers with a right to return at the beginning of the next school term, provided the positions exist.

4. There will be no reduction in staff after the first Monday in October.

(e) Education Improvement Partnership Compact/Joint Committee Process.

Joint Committees provide an excellent opportunity to develop creative, realistic and comprehensive approaches to a number of important issues. The Administration and the Federation in order to affirm the integrity and the utility of the joint committee process will abolish those joint committees which are not presently functioning, and reconstitute, charge and develop joint committees which are deemed vital to the success of the educational program.
Subject to adequate funding, the District will implement the following Sabbatical Leave Incentive Plan:

Under this plan, any employee on a full-year sabbatical leave from September to June shall have the option of using his/her accumulated personal leave days in addition to the current half-pay provision. All days used for this purpose shall be deducted from the employee's total accumulation. The value of each personal leave day shall be equivalent to the current rate of pay based on the formula specified in Article BIX, 12e. Payment shall be made in each paycheck from September to June.

This option shall be limited to 350 eligible employees per school year. Selection for this option shall be based on system seniority.

(g) Faculty Meetings

In order to maximize the number of hours devoted to instruction, faculty meetings will be held at the end of the regular school day. The ten hours each year already allocated for this purpose will be planned by the principal. The principal may decide to hold one or two
faculty meetings each month not to exceed a total of sixty (60) minutes per month.

(h) Instructional Program Assessment Time

In order to ensure continued regular and periodic oversight of the school's instructional program, the principal and the building committee shall jointly plan ten (10) hours of instructional program assessment time outside of the regular work day. The ten (10) hours allocated for this purpose may be utilized through bi-weekly, monthly or quarterly sessions.

6. Health and Welfare

(a) The School District shall contribute the sum of Six Million ($6,000,000.00) Dollars to the PFT Health and Welfare Fund on September 1, 1983.

(b) The School District shall contribute the sum of Six Million ($6,000,000.00) Dollars to the PFT Health and Welfare Fund on September 1, 1990.

(c) The School District shall prepay the sum of Five Million ($5,000,000.00) Dollars of its annual contribution
to the PFT Health and Welfare Fund on each of the following
dates: September 1, 1988, September 1, 1989, September 1, 1990 and September 1, 1991. The remaining bi-weekly
contributions shall be reduced accordingly.

(d) Effective January 1, 1989 the School District shall
provide the Blue Shield 100 UCR Plan for all bargaining unit
members who are eligible for this Plan. There shall be no
reduction in benefits as a result of this change.

(e) The School District shall contribute to the PFT Health
and Welfare Fund the following amounts to assist in the
asbestos removal and abatement program:

(1) On September 1, 1988: $150,000.00
(2) On September 1, 1989: $157,500.00
(3) On September 1, 1990: $165,375.00
(4) On September 1, 1991: $173,650.00

(f) On August 31, 1992, the School District shall increase
its current annual $325 contribution to the PFT Health and
Welfare Fund by an amount equal to the percentage increase
in the cost-of-living as measured by the difference in the
Consumer Price Index for the Philadelphia Metropolitan Area
All Items and Major Group Figures for Urban Wage Earners and
Clerical Workers (1967=100) between July 1, 1988 and June
30, 1992, provided however, that the amount of the School District's contribution shall not exceed One Thousand One Hundred Twenty Five ($1,125.00) Dollars per member per year.

(g) Effective September 1, 1988, Article B-IX, Section 5 shall be amended to read as follows:

5. An individual shall have the opportunity to enroll in a weekly indemnity program which would provide a uniform benefit duration with various waiting periods based on accumulated sick leave. This plan shall be as follows:

<table>
<thead>
<tr>
<th>Accumulated Sick Leave</th>
<th>Waiting Period</th>
<th>Benefit Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 10 days</td>
<td>7</td>
<td>52 weeks of benefit payments after the individual has utilized his/her accumulated sick leave plus waiting period.</td>
</tr>
<tr>
<td>10 but less than 30 days</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>30 but less than 60 days</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>60 but less than 90 days</td>
<td>4</td>
<td></td>
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<tr>
<td>90 but less than 120 days</td>
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<td>120 but less than 150 days</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>150 but less than 180 days</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>180 days and over</td>
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<td></td>
</tr>
</tbody>
</table>

7. Wages

The salary information that shall be effective for the duration of this agreement is as follows:

a. Except as otherwise indicated in the attached basic pay plan, all employees covered by this agreement, including red circled employees, shall receive raises in the following amounts on the designated dates:

4% on 2/15/89; 4% on 2/1/90; 5% on 3/15/91; 6% on 3/15/92.

b. All teachers covered by the Teachers' contract shall receive Nine Hundred ($900.00) Dollars in their salary schedule on September 1, 1988.
c. Special Education maximums shall be the same as regular teacher maximums.

d. Rates for Extracurricular Activities, Staff Development, Summer Programs, Standard Evening School and Coaches' salaries shall be increased as follows: 5% on 3/15/91, 6% on 3/15/92.

Attached is the salary schedule for the basic pay plan.
<table>
<thead>
<tr>
<th>Bachelor's Degree--PG 200</th>
<th>Master's Degree--PG 201</th>
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</thead>
<tbody>
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<tr>
<th>Master's Plus 30--PG 202</th>
<th>Ph. D.--PG 203</th>
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<td>40117</td>
</tr>
</tbody>
</table>

**Senior Career Teacher:** -- -- -- -- 54000
IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound, have caused these presents to be signed and sealed the 24th day of April, 1988.

PHILADELPHIA FEDERATION OF TEACHERS

BY: ____________________________
    MARVIN E. SCHUMAN
    President

THE BOARD OF EDUCATION
THE SCHOOL DISTRICT OF PHILADELPHIA

BY: ____________________________
    RALPH R. SMITH
    Chief of Staff
Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s).

Philadelphia School District Bd of Educ LU 3

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 or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved  19,000

2. Number and location of establishments covered by agreement Approx 900 Schools + other Work Locations

3. Product, service, or type of business Public Education

4. If your agreement has been extended, indicate new expiration date New Agreement 9/1/87 9/30/92 Enclosed

SCHOOL DISTRICT OF PHILADELPHIA
OFFICE OF LABOR RELATIONS
200 North 21st Street, 2nd Floor
Philadelphia, PA 19103

Area Code/Telephone Number

City/State/ZIP Code