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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

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 EMPLOYE 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 Employe Relations Act.

The parties recognize that the Union may wish to assert a right to strike under Section 1003 of the Public Employe Relations Act at the expiration of 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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