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Memorandum of Agreement

Between The

Board of Education

of

The School District of Philadelphia

and the

Philadelphia Federation of Teachers
Local 3, American Federation
of Teachers, AFL-CIO

September 1, 1985

to

August 31, 1988

8/88

This agreement made on the 2nd day of September, 1985 between the Board of Education of the School District of Philadelphia (hereinafter called the "Board) and the Philadelphia Federation of Teachers AFL-CIO (hereinafter called the "Federation") contains modifications and interpretations of the last existing collective bargaining agreement between the parties.

Insert in TII, 1a

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.

If a teacher receives an unsatisfactory rating for classroom performance, the principal or other administrator shall meet with the affected employee to offer his/her assistance and develop a required program to correct the weaknesses identified. This program shall not exceed eight (8) hours outside of working hours.

TV

3. Add Sentence: Each teacher shall have available emergency lesson plans for use by substitutes.

BII

add Section 8d

The release of any employee for Federation business at any time during the first month of the school year shall be arranged prior to the commencement of that school year; otherwise such release need not be permitted if it would be detrimental to any instructional activity.

TVIII 10s

In mathematics and science separate examinations shall be given and separate appointments will be made for Junior High - Middle Schools and for Senior High - Vocational-Technical Schools. In these areas transfers between levels will not be permitted for those employees hired after 9/1/85.

BXV

1. "... employees may be laid off only in proportion to the projected decline in pupil enrollment as of the allotment date for each year of this Agreement, such layoffs to be effective in any year only after giving required notice on or before June 30, of that year.

Article TVII 27

For employees hired after September 1, 1985 who are paid on a salary schedule which provides for a degree differential, placement on a schedule higher than a Master's degree shall be subject to approval of the content of the academic work presented, which approval shall not be unreasonably withheld.

BVII 6e

An explanation of the codes on the pay check stub shall be made available to employees during the first month of each school year.

ARTICLE BII, Section 9a

The first sentence shall be changed to read:

The Board will deduct from the pay, including weekly indemnity benefits, of each employee, ...

TVII 2a

When a per diem substitute teacher achieves long term status there shall be no deduction from the long term substitute salary on account of a difference between the daily salary rates of the two classification.

Section N-IX

2a.

If there is not a long term post available, the displaced substitute shall be notified promptly of the fact and shall be given a per diem assignment but shall be paid on his long term basis for the days he works for the remainder of the school year, provided he accepts all per diem assignments, except in the case of his illness. When a long term substitute functions as a per diem substitute on this basis he shall continue to receive, for the balance of the year, all insurance, sick leave, personal leave and holiday pay that he would be entitled to if serving in a long term substitute capacity. If it is not possible to offer per diem service with long term substitute status, he is to be given ten days' notice of termination of his position or pay in lieu thereof.

ARTICLE T VIII, Section 10q.

Delete the last sentence.

Article T VIII, Section 10a

Change April 15 to June 1

Article T VIII, 11b(iii)

In the first sentence change April 1 to May 21. Delete second sentence.

BIX 19d

An employee who is granted an 89 day maternity leave that expires after May 1 may choose to extend such leave to the end of the school year.

MEMO

The School District will perform job audits of the following classifications: Junior High School coaches; tool room attendant; fire safety inspection officers.

X

Reading Aides

Reading Aides shall be eligible for funeral leave in accordance with School District Personnel Policy.

MEMO

An administrative directive will be issued providing that all facilities and equipment in a school shall be available to Early Childhood staff in that school.

Child Care

If a long term substitute is in a long term assignment as of June 30 of any year and the position continues beyond that date, the long term substitute shall continue in that status until the return of the employee for whom he/she is substituting or because of the position being filled by an appointed employee. At that time, the long term substitute shall revert to per diem status unless there is another long term assignment available for him/her.

Memo

The parties agree that, effective September 1, 1985, the Blue Cross plan referred to in Article BIX, Section 1a shall include the provision for the coordination of benefits as now being offered by Blue Cross. Effective December 1, 1985, the plan shall be modified to include provision for (1) the Blue Cross pre-admission certification program (including limitations on non-emergency weekend admissions and encouragement of the use of out-patient procedures) and (2) mandatory second surgical opinion program.

The Medical Surgical plan referred to in Article BIX, Section 2b shall be modified, effective September 1, 1985, to provide a benefit level of 80 percent of "Usual and Customary" fees. Effective December 1, 1985, the plan shall include a provision for mandatory second surgical opinion.

Starting Salaries--Secretaries

Effective 9-1-86, pay grade 72, Secretary 12 month and pay grade 82, secretary 10 month shall be reduced to 6 steps and the present steps 1 and 2 shall be eliminated. Secretaries on steps 1 and 2 on August 31, 1986 shall be placed on the new step 1, effective 9-1-86 and the increment date of such secretaries shall be adjusted to 9-1-86.

Secretary III: effective 9-1-86 - add extra increase to steps 1 and 2 to raise minimum to \$15,000 plus increases of 1985.

TXII

add new section 2c, retitle old 2c as 2d

2c. In grades 1-3 class size shall be reduced to 32 effective 9-1-86; to 31 effective 9-1-87 and to 30 effective 9-1-88.

Medical Insurance

Effective August 15, 1988 the Board will increase the share it pays of the premium for Blue Cross, Major Medical and Medical Surgical insurance from 85 percent to 95 percent.

Legal Service Fund

Effective September 1, 1985, the Board shall pay to the Philadelphia Federation of Teachers Legal Services Trust Fund \$125 per year per employee payable at the rate of \$6.25 per employee for each of twenty (20) full pay periods.

For per diem substitutes the Board shall pay, effective September 1, 1985 the sum of \$.31 per day for each day worked by per diem substitute teachers in the bargaining unit.

Health and Welfare Fund

Effective the dates set forth below the sum for the school year and for each of twenty-six (26) full bi-weekly pay periods shall be as follows:

	<u>School Year</u>	<u>26 full bi-weekly per</u>
September 1, 1985	775	29.81
September 1, 1986	800	30.77
September 1, 1987	825	31.73

for per diem substitute teachers the Board shall pay into the PFT Health and Welfare Fund the following amounts for each day worked:

September 1, 1985	\$1.81
September 1, 1986	1.87
September 1, 1987	1.93

Starting Salaries--Teachers

Effective September 1, 1986 Step 1 and 2 of each teacher salary schedule shall be increased as follows:

<u>Step</u>	<u>B.A.</u>		<u>M.A.</u>	
	<u>8/31/86</u>	<u>9/1/86</u>	<u>8/31/86</u>	<u>9/1/86</u>
1	13,596	16,640	14,056	17,160
2	14,494	17,383	14,957	17,912
<u>Step</u>	<u>M.A.+30</u>		<u>Doctorate</u>	
	<u>8/31/86</u>	<u>9/1/86</u>	<u>8/31/86</u>	<u>9/1/86</u>
1	14,941	17,992	15,857	18,928
2	16,036	18,958	17,053	20,127

Special Class Teacher

<u>Step</u>	<u>B.A.</u>		<u>M.A.</u>	
	<u>8/31/86</u>	<u>9/1/86</u>	<u>8/31/86</u>	<u>9/1/86</u>
1	14,206	17,264	14,665	17,784
2	15,111	18,006	15,574	18,535
<u>Step</u>	<u>M.A.+30</u>		<u>Doctorate</u>	
	<u>8/31/86</u>	<u>9/1/86</u>	<u>8/31/86</u>	<u>9/1/86</u>
1	15,550	18,824	16,468	19,760
2	16,652	19,685	17,669	20,854

Related salaries such as those for part-time teachers shall be adjusted in proportion.

Starting Salaries
Secretary III

10 Month

<u>Step</u>	<u>8/31/86</u>	<u>9/1/86</u>
1	10,536	12,157
2	11,059	12,731

12 Month

<u>Step</u>	<u>8/31/86</u>	<u>9/1/86</u>
1	13,521	15,600
2	14,265	16,421

Salaries

Salaries will be increased across the Board as follows:

October 15, 1985	-	4%
March 1, 1987	-	6%
March 1, 1988	-	6%

Duration of Agreement

This Agreement shall be in effect from September 1, 1985 through August 31, 1988. Either party may give twenty days written notice of its intention to open negotiations for a new agreement in accordance with the procedure and the time schedule as outlined in the Public Employee Relations Act, Act 195 of the 1970 session of the General Assembly.

In witness whereof, the parties hereto with intent to be legally bound have caused these presents to be signed and sealed the second day of September, 1985.

The Board of Education
of the School District
of Philadelphia

The Philadelphia Federation
of Teachers

Herman Mattleman, Esq.
President

Marvin E. Schuman
President

Constance E. Clayton
Superintendent



830044

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

DECEMBER 11, 1985

R JAN 7 1986

DIRECTOR OF LABOR RELATIONS
SCHOOL DISTRICT OF PHILADELPHIA
21ST & PARKWAY
PHILADELPHIA , PA. 19103

PREVIOUS AGREEMENT EXPIRED
AUGUST 31, 1985

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 on 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 20,000
- 2. Number and location of establishments covered by agreement 280
- 3. Product, service, or type of business Public Education
- 4. If your agreement has been extended, indicate new expiration date _____

Jerome Melamed, Director Labor Relations 215-299-7708
 Your Name and Position Area Code/Telephone Number
School District of Phila, 21st + Parkway Phila Pa 19103
 Address City/State/ZIP Code