

**COLLECTIVE BARGAINING
AGREEMENT**

FOR

TECHNICAL-CLERICAL EMPLOYEES

between the

**PITTSBURGH BOARD OF
PUBLIC EDUCATION
PITTSBURGH, PENNSYLVANIA**

and the

**PITTSBURGH FEDERATION
OF TEACHERS**

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



**July 1, 2010
through
June 30, 2015**

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NEGOTIATING COMMITTEES

Pittsburgh Board of Public Education

Mark Roosevelt	Superintendent of Schools and Secretary
Theresa Colaizzi	President of the Board
Sharene Shealey	Board Member and Chairperson of Negotiations Committee
Christopher M. Berdnik	Chief Financial Officer/ Chief Operations Officer
Jody Buchheit Spolar	Chief Performance Officer
Michael A. Palombo	Special Labor Counsel

Pittsburgh Federation of Teachers

John Tarka	President and Chief Negotiator
Mary VanHorn	Vice President for Elementary Schools
Nina Esposito-Visgitis	Vice President for Middle Schools
Sylvia C. Wilson	Secretary and Assistant to President
George J. Gensure	Vice President of Secondary Schools
William Hileman	Executive Board Member at Large
Stephen Jordan	PFT Legal Counsel

TABLE OF CONTENTS

	Page
PREAMBLE	1
Article 1 Mutual Objectives of the Board and the Federation	1
Article 2 Union Recognition and Dues Deduction	1
Article 3 Savings and Integration	6
Article 4 Employer Rights	7
Article 5 Definitions.	7
Article 6 Fair Practices.	7
Article 7 Headings	8
Article 8 Grievance and Arbitration Procedures	8
Article 9 Technical-Clerical Ratings	13
Article 10 Personnel File Procedures	14
Article 11 Due Process, Disciplinary Action, Transfer Procedures, and Discharge Procedures.	15
Article 12 Seniority Provisions	17
Article 13 Posting Vacancies, New Positions, and Promotional Opportunities	20
Article 14 Transfer Application Procedures	21
Article 15 Annual Summary Statements	22
Article 16 Leaves of Absence	22
Article 17 Medical Clearances for Return to Active Service.	26
Article 18 Job Descriptions and Classifications	26
Article 19 Change in Work Assignments.	27
Article 20 Method of Salary Payment	27
Article 21 Court Attendance and Jury Duty	28
Article 22 Snow and Other Emergency Days	28
Article 23 Overtime Provisions	29
Article 24 Salary Schedule	31
Article 25 Workshop Rate	34
Article 26 Salary Corrections.	35
Article 27 Hours of Work	36
Article 28 Special Provisions Regarding the Reclassification of Technical Clerical Job Classifications	37
Article 29 Longevity Increment.	37
Article 30 Severance Pay	38

Article 31	Unemployment Compensation, State and Federal .	41
Article 32	Special Unemployment Compensation Program . .	42
Article 33	Group Life Insurance	42
Article 34	Group Insurance Plan Payroll Deduction Privilege (Auto and Disability).	43
Article 35	Liability Insurance	44
Article 36	Tax-Sheltered Annuity Program	44
Article 37	Tuition Waiver Program.	44
Article 38	Vandalism Fund.	46
Article 39	Group Health Care Plans & Health Care Provider.	47
Article 40	Coverage Under Highmark (Blue Cross) Group Health Care Plans	50
Article 41	Payment of Premiums for Group Health Care Insurances.	56
Article 42	Dental Care Plan.	58
Article 43	Pretax Premium Conversion Plan.	61
Article 44	Cooperation on Determination and Administration of Major Fringe Benefits.	61
Article 45	Workers Compensation Coverage	62
Article 46	Sick Leave.	63
Article 47	Special Provisions Regarding Sick Leave	65
Article 48	Personal Leave	66
Article 49	Conversion of Unused Personal Leave to Sick Leave.	68
Article 50	Absence Due to Death in the Family	68
Article 51	Mileage Allowance	68
Article 52	Holidays.	69
Article 53	Vacations.	70
Article 54	Credit Union Summer Savings and Loan Payment Plans	72
Article 55	Other Benefits.	72
Article 56	Annual Statement on Total Cost of Fringe Benefits	73
Article 57	Accelerated Learning Academies	73
Article 58	Students and Teachers Achieving Results (STAR). .	74
Article 59	Residency	76
Article 60	Term of the Agreement.	77

PREAMBLE

This Agreement made and entered into as of the 1st day of July 2010, by and between the Pittsburgh Board of Public Education and the Pittsburgh Federation of Teachers, Local 400, American Federation of Teachers, AFL-CIO.

ARTICLE 1 MUTUAL OBJECTIVES OF THE BOARD AND THE FEDERATION

1. The Pittsburgh Board of Public Education and 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 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 technical-clerical employee 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 technical-clerical employees to perform their duties 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 Employee Relations Act of 1970" (Act 195), the June 28, 1973, technical-clerical election conducted thereunder, and the resulting Pennsylvania Labor

Relations Board certification, recognizes the Pittsburgh Federation of Teachers, Local 400, American Federation of Teachers. AFL-CIO (hereinafter sometimes referred to as the “Federation” or the “Union”), as the sole and exclusive bargaining representative for all technical-clerical personnel in those job classifications included in the above-specified election and certifications (all of whom are hereinafter sometimes referred to as the “technical-clerical unit” or “technical-clerical employees”), said unit shall also include any successor job classifications including “trainee” positions in accordance with the provisions of Act 195 of 1970. Unit I is a subdivision of the employer unit comprised of all professional employees in the educational-related fields and Unit II is a subdivision of the employer unit comprised of all nonprofessional employees in the educational-related fields. All job classifications are set forth in Article 24, Salary Schedule.

2. The parties to this Agreement acknowledge that during the course of the collective bargaining leading to this Agreement they have had the opportunity to negotiate on all matters presented for negotiations and which constituted proper subjects for collective bargaining, and the parties further agree that during the course of this Agreement there shall be no further duty to bargain insofar as this Agreement is concerned. Notwithstanding the above, the parties may by mutual agreement at any time during the life of this Agreement amend same pursuant to a written instrument executed by both parties.
3. Upon request by the Federation, the Board will make available such information as is relevant to negotiations and/or the administration of this Collective Bargaining Agreement.
4. A copy of any central office notice, directive, posting, or bulletin relating to technical-clerical employees generally, or to any group of technical-clerical employees, will be supplied simultaneously to the Federation president. Copies of material of a similar nature issued by the Federation will be provided simultaneously to the Associate Director of Employee Relations.
5. The Board shall inform the Federation of any proposed reductions or increase in technical-clerical staff positions or assignments involving members of the representation unit.

6. The Board shall endeavor to keep the Federation informed of any new programs, experiments, research projects, changes in programs, etc., which directly and significantly affect persons covered by this Agreement.
7. The Board shall provide the Federation with names, addresses, and work locations of all unit employees on or before February 5th of each calendar year; the names, addresses, and work locations, 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.
8. The Board agrees to provide the Federation with bound monthly Board Minutes, a copy of the annual Employee Directory, and subject to the reimbursement of the cost by the Federation, printouts, and mailing labels for all unit employees as in the past.
9. The Board will provide a copy of this Agreement to each employee covered by same. The Federation agrees to reimburse the Board for one-half ($\frac{1}{2}$) the cost of the preceding-referred-to Agreement copies and to continue to reimburse the Board in full for any additional Agreement copies which may be requested by the Federation for its use.
10. The Board shall permit a designated representative of the Federation to visit work areas, following notice to the appropriate supervisor or administrator, to investigate working conditions, technical-clerical employees' complaints, or problems relating to the terms and conditions of this Agreement. The Federation agrees that any investigations will be made at such times and in such a manner as to insure that there will be no disruptions or interferences in the operation of the school system. If conferences with technical-clerical employees are necessary, they shall be scheduled so as not to interfere with the regular work responsibilities of the employees.
11. On twenty-four (24) hours notice to the appropriate supervisor or administrator, a designated representative of the Federation shall normally be permitted to schedule meetings at any building wherein technical-clerical employees are assigned before or after regular work hours. Such meetings shall not disrupt normal operations.

12. The Federation shall have the right to provide material at the work location to technical-clerical employees. Distribution of this material will be made by an authorized Federation representative or designee and will be made in such a manner as not to disrupt normal work operations. A copy of such materials shall be made available to appropriate supervisors at the time of the distribution.
13. The Federation shall be provided a minimum of one (1) bulletin board in buildings to which unit employees are permanently assigned in a place readily accessible to all technical-clerical employees 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. The number of bulletin boards to be provided under this provision shall not exceed three (3) during the term of this Agreement.
14. The Board will deduct from the pay of each technical-clerical employee from whom it 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. This authorization will remain in effect throughout the term of this Agreement. A revocation of membership may only commence immediately following the expiration of this Agreement, provided timely notice of same shall be submitted to both the Board and the Federation by certified letter at least thirty (30) days prior to the expiration date of this Agreement. The fees and a list of the technical-clerical employees 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 were made. The Federation agrees to defend, indemnify, and hold harmless the Board in connection with any cost or litigation arising out of the deductions made pursuant to this Section.
15. 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 costs where the Board provides a replacement. 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.

16. Effective January 1, 1984, the Board shall provide payroll deduction for voluntary contributions to the PFT Political Action Fund as follows:
 - 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 employee's pay each month, that is, every other pay ten (10) times during the 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 contribut-

ing 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.
17. The Board will deduct from the pay of each Federation non-member a total fair share fee as determined in accordance with the fair share fee definition and procedures of Act 84 of 1988.
- a. Such deduction will be made annually, within a ten (10) month period, excluding July and August. All deductions will be made in equal payments from each regular paycheck. The fees and a list of the nonmember technical-clerical employees 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.
 - b. (1) In the event any legal challenge is raised to the state law, the Federation's role in indemnifying the Board from any legal costs thereunder shall be consistent with the requirements of said law.
 - (2) If any legal challenge is raised to the implementation of said law here in Pittsburgh, or is raised in such a way on a statewide basis that it has potential cost implications to the Board, the Federation agrees to defend, indemnify, and hold harmless the Board in connection with any cost or litigation arising out of "fair share" deductions made pursuant to this Section.
 - (3) This Federation indemnification of the Board also applies to any legal challenge to the deduction or to the amount of the "fair share" fee that may be raised either initially or at some future time.
18. Checkoff will be provided for the PFT QuEST Scholarship Program. The funds are to be used solely for the PFT/School District teacher recruitment program and scholarship/financial aid for Pittsburgh Public Schools' graduates in the program. All of the aid under this payroll deduction program will be directed to financially needy and to minority Pittsburgh Public Schools' graduates.

ARTICLE 3

SAVINGS AND INTEGRATION

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 the 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.

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

DEFINITIONS

Where used in this Agreement:

“Work area” shall mean any work location or functional division or group.

“Supervisor” shall mean the person with supervising responsibility for any work location or functional division or group.

“Authorized Representative” shall mean the agent of the Federation in any work location or functional division or group.

“Technical-clerical employee(s)” shall mean any member(s) of the representation unit.

“Representation Unit” shall mean all employees covered by this Agreement.

“Board” shall mean the Pittsburgh Board of Public Education and its administrative departments.

The singular shall include the plural.

ARTICLE 6 FAIR PRACTICES

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

ARTICLE 7 HEADINGS

Any headings preceding the text of the 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 Articles, or of the Agreement.

ARTICLE 8 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 technical-clerical employees 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 technical-clerical 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 supervisor 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 supervisor, 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 supervisor 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 supervisor 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 supervisor may be appealed in writing, within five (5) school days after its receipt, by the Federation representative to the 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.
7. The Administrator or his/her designee shall make a decision and communicate it in writing to the grievant, if any, the Federation representative, and the supervisor 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 Federation representative to the Superintendent or a designee.
9. Within ten (10) school days after receipt of the written appeal, the Superintendent of Schools or the designee, shall meet and confer with the grievant, if any, and the Federation representative and/or the president of the Federation.
10. The Superintendent of Schools or the designee shall make a decision and communicate it in writing to the grievant, if any, the Federation representative, the president of the Federation, the supervisor 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 designee may be appealed by the president of the Federation as follows:
 - a. (1) 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.
 - (2) 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.
 - (3) 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. (1) 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.

- (2) 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.
 - (3) 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. (1) Grievances as defined in definition 4. above may be appealed by the president of the Federation, such appeals to be initiated within five (5) school days after receipt of the third-level decision. The Board and the Federation shall continue their agreement to utilize a permanent panel of seven (7) arbitrators selected mutually. The arbitrator utilized in any given case shall be selected by alternately striking names from the panel. The arbitrator shall hold a hearing within thirty (30) days after the 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.
- (2) 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.
- d. Either the Board or the Federation shall have the right, at any

time and upon proper notice, to void the agreement to utilize a permanent panel of arbitrators. Such action shall not affect any prior selection or processing of a grievance through an arbitrator selected from the permanent panel. In the event the agreement is voided, appeals to arbitration shall be processed through the American Arbitration Association (AAA) under the normal AAA process.

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 supervisor 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 employee(s) is not assigned technical clerical 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 9

TECHNICAL-CLERICAL RATINGS

1. A copy of the rating shall be given to a technical-clerical employee each time the technical-clerical employee is rated.
2. If a technical-clerical employee disagrees with a rating, the technical-clerical employee shall be given an opportunity to present his/her reason(s) for disagreement.
3. A technical-clerical employee who wishes to disagree with a rating must indicate dissatisfaction within five (5) workdays after receipt of the rating and request a rating conference with the supervisor.
4. “Unsatisfactory” ratings for technical-clerical employees must contain an explanatory anecdotal comment.
5. “Below-average” ratings for technical-clerical employees must contain an explanatory anecdotal comment.
6. Technical-clerical employees receiving an “unsatisfactory” or a “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 technical-clerical employees’ permanent personnel files,

along with the rating. They may also request a conference with the appropriate Human Resources Administrator.

7. "Satisfactory" ratings for technical-clerical employees shall not contain negative anecdotal comments or check marks. Constructive criticism, if any, shall be confined to a rating conference between employee and administrator.
8. The rating scale for technical-clerical employees 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 technical-clerical's performance is marginal or bordering on "unsatisfactory."
9. All annual ratings for technical-clerical employees shall be distributed no later than ten (10) calendar days prior to the close of the school year.
10. "Unsatisfactory" ratings may be submitted to technical-clerical employees in extraordinary situations, separate from the time specifications listed above, with a copy submitted to Human Resources which may be included in the technical-clerical employee's file.
11. Only School Board personnel as established by Board policy shall have the authority to rate the employees covered by this Agreement pursuant to this Article.

ARTICLE 10 PERSONNEL FILE PROCEDURES AND CLEARANCES

Permanent personnel files shall be maintained under the following conditions:

1. No material critical of a technical-clerical employee's conduct, service, character, or personality shall be placed in the files unless the technical-clerical employee has had an opportunity to read the material. The technical-clerical employee 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 the employee has read the material to be filed. Such signature does not necessarily indicate agreement with its content.

2. The technical-clerical employee 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 technical-clerical employee to the Director of Human Resources, made personally or through the mails, the technical-clerical employee, 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 technical-clerical employee shall not ask to examine any preemployment information contained in the file. The technical-clerical employee 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 technical-clerical employee covered by this Agreement.
6. Clearances
 - a. Effective with the start of the 2008-09 school year, technical-clerical employees who have been employed at least three (3) years, may be required as a condition of continued employment no more than once every three (3) years, to obtain and submit clearances under Acts 34 and 151. These clearances will be maintained in the employees' personnel files. The cost of obtaining the clearances shall be borne by the District.
 - b. District representatives will meet with the PFT liaison to the Office of Human Resources to discuss implementation issues.

ARTICLE 11 DUE PROCESS, DISCIPLINARY ACTION, TRANSFER PROCEDURES, AND DISCHARGE PROCEDURES

1. The Board has the right to take disciplinary action against a

technical-clerical employee for just cause. A technical-clerical employee 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 employee. In the event of any such meeting, the technical-clerical employee shall be given a reasonable opportunity to contact a Federation representative if the employee elects not to waive Federation representation. If a technical-clerical employee desires representation by the Federation at such a meeting, the employee 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 technical-clerical employee.

2. Where any disciplinary action involving a technical-clerical employee is undertaken, it shall be handled in a manner designated to avoid embarrassment for the technical-clerical employee before other persons.
3. Any disciplinary action involving a technical-clerical employee may be processed as a grievance through the regular grievance procedure, except as provided in Section 8. of this Article.
4. No Board-initiated transfer of a technical-clerical employee shall be made for arbitrary or capricious reasons.
5. The Board shall not discharge any technical-clerical employee without just cause. If, in any case the Board feels there is just cause for an actual discharge, the technical-clerical employee involved will first be suspended without pay for five (5) school days. A written notice of the nature and grounds for the suspension and intended discharge will be mailed to the technical-clerical employee within twenty-four (24) hours of the suspension. A copy of this written notice will be forwarded simultaneously to the Federation. At the request of the Federation a hearing will be held on the proposed discharge, such hearing to be held within the time period of the five (5) school day suspension. Within three (3) school days after the hearing, the Board will notify the Federation whether the five (5) day suspension is reversed, modified, sustained, or converted to a discharge.
6. Within five (5) school days after the receipt of the Board's decision, the Federation shall have the right to process a written grievance at the second level of the grievance procedure, and

the matter shall be handled in accordance with this procedure, including arbitration if requested by either the Federation or the Board.

7. Any technical-clerical employee found to be suspended or discharged unjustly shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment. In determining full compensation, the Board shall be given credit for all monies earned or received by the technical-clerical employee during his/her suspension which the employee would not otherwise have accrued.
8. The provisions of this Article shall not apply to any technical-clerical employee during the first ninety (90) days of employment. During this ninety (90) day period, the Board may discipline or discharge an employee, but such discipline or discharge shall not constitute a grievance under this Agreement.

ARTICLE 12

SENIORITY PROVISIONS

1. Seniority is the length of continuous full-time service as a technical-clerical employee of the School Board since the most recent date of hire, including time spent on Board-approved leaves of absence.
2. Regularly appointed technical-clerical employees who are subject to displacement because of program reduction or elimination, or job consolidation or elimination, provided that they have received a “satisfactory” rating on their most recently completed rating, shall be displaced in the inverse order of their seniority, with such seniority applying within any affected employee’s specific individual job classification only. Any bumping that may be necessary shall only be for the purpose of displacing the least-senior technical-clerical employee in any involved job classification.
3. The School Board shall use the technical-clerical employee’s most recently completed annual rating or, where applicable, may use a later rating to be completed prior to the time of implementation of a program reduction or elimination of jobs. No rating shall be developed in an arbitrary or capricious manner and all ratings shall be done in accordance with the provisions of Article 9, Technical-Clerical Ratings.

4. A technical-clerical employee who is displaced from a higher-classified position among a set of sequential job classifications within the technical-clerical representation unit may bump into a lower-classified position within that set of sequential job classifications, but only if the employee's total seniority exceeds that of some individual in a lower-classified position in that set of sequential job classifications. Such bumping may only occur from a higher to a lower job classification within a set of sequential job classifications which are included in the technical-clerical representation unit. Only the least-senior technical-clerical employee may be bumped in any involved job classification.
5. A technical-clerical employee who has been promoted or moved laterally to another job classification within the technical-clerical bargaining unit and who subsequently faces a displacement from that promotional or lateral position shall retain the right to return to his/her former job classification (if said classification still exists) in the event no vacant or other positions for which the employee is qualified are available either at his/her current or his/her former level of employment or at some level in between, provided that the involved technical-clerical employee's seniority as defined in Section 1. of this Article warrants the employee's retention in said former job classification and in accordance with all other applicable provisions of this Article. In such cases, bumping shall only be permissible to the extent of displacing the least-senior technical-clerical employee in said former involved job classification.
6. Any technical-clerical employee who may be displaced shall, in order of seniority, be transferred to any vacant comparably paid technical-clerical position for which the employee is qualified similar to that which the employee held prior to such program and/or job reduction or elimination, or, where no such positions are available, to a vacant lower-paid technical-clerical position for which the employee is qualified. In the event that no vacancies of either type exist at the time the employee is displaced, or that no other relevant provision of this Article applies, and further that the Board has been unable to place said employee into a vacant position for which the employee is qualified in another employee unit, then the employee shall be placed on a

preferential hiring list for a period of two (2) years. During this period, vacancies in such positions for which displaced employees qualify shall be filled from this list, in order of seniority, until all employees on said list shall have had the opportunity to be offered renewed employment.

7. The following is a checklist of various matters that laidoff technical-clerical employees 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 prelayoff retirement contributions; hospitalization, medical-surgical, major medical, and dental coverages status; life insurance coverage; severance entitlement; system seniority; system seniority accumulation while on layoff; procedures for recall; future employment opportunities; implications of substitute work (if applicable); payroll-deduction auto insurance status; credit union rights; leaves information, particularly maternity leave matters; and any other pertinent information and advice relative to layoff and recall.
8. An employee placed on the preferential hiring list who thereafter declines an offer of a position, either similar to that which the employee earlier held or a lower-paid position, shall be removed from the preferential hiring list. Technical-clerical employees who are placed in lower-paid positions through application of any of the above procedures resulting from program reduction or job elimination shall be offered positions similar to those which they previously held when such positions are available.
9. Notification by the School Board to any technical-clerical employee who is on the preferential hiring list of an offer for reemployment shall be made by certified letter sent to the most recent address that the technical-clerical employee has given to the School Board. If no response is received by the School Board within fourteen (14) calendar days from the date of mailing, or if the certified letter is returned to the School Board because the addressee cannot be located, then the technical-clerical employee's name shall be removed from the preferential hiring list.
10. Notwithstanding the provisions of Sections 6. and 8. above, the Board has no obligation to offer, and the employee has no obli-

gation to accept, any nonunit position.

11. A school-system-wide technical-clerical seniority list, by classifications, shall be compiled by the third school day in January of each calendar year, and posted on or before that date in all work locations wherein technical-clerical employees are employed. Appropriate employment service information shall be shown in order to permit application of various seniority provisions of this Article.
12. Seniority shall continue to be accumulated during layoff or physical disability as though the involved technical-clerical employee is in regular service. Such accumulation to be for a maximum of two (2) years for layoff and one (1) year of non-work related physical disability.
13. A laid-off technical-clerical employee may elect:
 - a. To go on layoff and continue his/her life insurance, hospitalization and dental coverage for the first twelve (12) months of laid-off status by paying the full costs of same to the School District each month.
 - b. To go on layoff and drop all benefits, except severance pay entitlement, for the duration of the layoff.
 - c. To resign at any time following the layoff and receive his/her severance pay benefits.
14. The Board will cooperate with the Federation in seeking to assure that laid-off technical-clerical employee may continue their membership in the Pennsylvania Public School Employees' Retirement System by electing to keep their prelayoff retirement contributions in the Retirement Fund and in having interest continue to accrue to their accounts during any period of layoff in the same manner as it would during their active employment.

ARTICLE 13 POSTING VACANCIES, NEW POSITIONS, AND PROMOTIONAL OPPORTUNITIES

1. Posting of technical-clerical vacancy lists shall be made so that all technical-clericals will be informed of available 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. All postings will be on the District website. In addition, lists shall be posted in all schools and at the Administration Building on December 1, the third school day in January, April 15, May 1, May 15, and June 1. A posting will be made on the District Website and at the Administration Building on June 15 and July 1. Vacancies occurring after the final posting 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 or new position occurring during the school year will be filled temporarily for the duration of the semester or school year, with the possibility that the person filling said position may or may not retain that position at the end of such temporary period. Such positions shall be posted at the next appropriate posting date subsequent to their temporary filling, in order to permit application by other interested and qualified technical-clerical employees.
4. New positions shall be posted at all appropriate schools and on the District website for the information of all technical-clericals, including occasions when opportunities and openings occur during the school year.
5. In filling vacant technical-clerical positions or new technical-clerical positions, the Board shall consider upgrading qualified applicants from among the various eligible classifications of technical-clerical employees.
6. The posting of promotional opportunities will be at all schools, at the Administration Building and on the District Website. Employees who apply for promotional opportunities shall receive electronically printed confirmation from Human Resources of the receipt of their applications.
7. The posting of vacancies, new positions, new classifications, and promotional opportunities is for the purpose of informing technical-clerical employees of available opportunities and does not constitute any offer or guarantee of selection.

ARTICLE 14 TRANSFER APPLICATION PROCEDURES

1. To be eligible for transfer, a technical-clerical must have completed one (1) year of regular service, be rated as “satisfactory,” and be qualified to fill the applied-for position. Where applicable, qualifications for the position shall continue to include requisites of federally-funded or other specially-funded programs.
2. Requests for transfer must be submitted in accordance with current District procedure.
3. Technical-clerical employees 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 types of positions may be indicated.
4. All transfers shall be made by Human Resources. Applying for transfer does not constitute any offer or guarantee of transfer since it is necessary for Human Resources to consider several additional factors in making its final decision concerning filling of vacancies and granting of transfer requests.

ARTICLE 15 ANNUAL SUMMARY STATEMENTS

1. Technical-clerical employees 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, increment date, 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 technical-clerical employees no later than February 1 of each school year.
3. These annual summary statements shall reflect the technical-clerical employee’s status as of the second payroll in January, 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.

ARTICLE 16

LEAVES OF ABSENCE

1. Technical-clerical employees may be granted Board approved ordinary leaves of absence without Board pay for study or for other Board-approved reasons. Leaves of absence will not be granted to any technical-clerical employee seeking or obtaining gainful employment elsewhere. In order to be eligible for a Board-approved leave of absence, a technical-clerical employee shall ordinarily be required to have a minimum of two (2) years fulltime service with the Board immediately prior to the leave period. This requirement does not apply to military leaves. No technical-clerical employee shall be granted ordinary leave without Board pay unless the employee agrees to return to Board employment for at least one (1) year immediately following the termination of such leave.
2. Technical-clerical employees on Board-approved leaves of absence without Board pay for study or other purposes shall continue to receive advancement on the salary schedule while on such leaves, provided the purpose(s) for which said leave was taken are fulfilled by the technical-clerical employee.
3. Maternity leave and maternity-related provisions:
 - a. Technical-clerical employees who are employed in regular full-time positions shall be entitled to maternity leave in accordance with the provisions of this Agreement and with Board policy in effect at the time of the execution of this Agreement.
 - b. All female technical-clerical employees shall be entitled to maternity leave, regardless of length of service.
 - c. The right of female technical-clerical employees to use sick leave instead of the maternity leave provisions of Subsection 3.b. 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, then 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 childrearing, 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 technical-clerical employees. (For childrearing leave applying to male technical-clerical employees see Section 4.b. of this Article.) Such leaves shall not exceed one (1) year 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.

- d. Technical-clerical employees on maternity leave are covered under Section 5. and Section 6. of this Article. Maternity leave is limited to a maximum of one (1) year, but may be of shorter duration, and is not included in the provisions of Section 7. of this Article.
 - e. Premature termination of pregnancy shall continue to be covered under sick leave provisions.
 - f. A female employee 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. Leaves shall be available to technical-clerical employees, if requested, in the event of the placement for adoption and subsequent adoption of a child.
 - b. Childrearing leaves shall be available to male technical-clerical personnel at the time of birth or immediately thereafter for the same duration and under the same provisions as apply to female personnel.
- 5. Technical-clerical employees 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.
 - 6. Upon termination of a technical-clerical employee's approved leave of absence, the technical-clerical employee shall be

returned to the same position, on the same level and step of the salary schedule, from which the technical-clerical employee was granted leave of absence. Placement of the technical-clerical employee in a position other than that held at the inception of the leave shall not be for arbitrary or capricious reasons.

- a. When extending a leave to one (1) year or less, the School Board shall continue to assume the costs of fringe benefits for the period of the extension.
 - b. When extending a leave to beyond one (1) year, the employee shall continue to assume the costs of any fringe benefits which the employee wishes continued for the period of the extension.
7. Leaves of absence are not ordinarily extended into a second year. If a leave exceeds one (1) year, the returning technical-clerical employee need not be placed as provided in Section 6. of this Article. The technical-clerical employee granted such extension will pay his/her own and the Board's share of the cost of any fringe benefits which the technical-clerical employee wishes continued in the extended leave period.
 8. Technical-clerical employees shall be entitled to military service benefits, including advancement on the salary schedule, in accordance with Board policy applicable to teachers and other professional personnel.
 9. Technical-clerical employees on ordinary leave without Board pay for study or other technical-clerical purposes shall be considered to be in regular full-time daily work attendance and have the right to continue membership in and make contributions to the Pennsylvania Public School Employees' Retirement System, subject to applicable requirements of said Retirement System.
 10. 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 provisions for salary schedule advancement.
 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 supervisor or administrator must be in Human Resources 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 Human Resources 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 administrator in accordance with Human Resources directives.

12. Leaves of absence due to disability, except for work related disability for which the employee is receiving Workers Compensation, are limited to a maximum of one (1) year.
13. This Article shall not be interpreted to diminish the prerogatives of the School District or the rights of any technical-clerical employee under the federal Family and Medical Leave Act of 1993.

ARTICLE 17 MEDICAL CLEARANCES FOR RETURN TO ACTIVE 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 technical-clerical employees 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 technical-clerical employee 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 School Health Services prior to the

day the technical-clerical employee is to return to work. In certain circumstances, it may be possible to return the employee to work on the same day as the form is delivered to the Board, provided that the technical-clerical employee has notified the appropriate administrator the previous day so that no substitute (if provided) will be called for the day that the employee is to return to work.

ARTICLE 18 JOB DESCRIPTIONS AND CLASSIFICATIONS

1. Job descriptions shall continue to be maintained for each technical-clerical classification in accordance with provisions as developed in previous Agreements. These job descriptions shall indicate specific work duties and, as needed, may also indicate more generalized areas of appropriate responsibility.
2. Any new or changed job descriptions shall be submitted to the Federation for review and comment prior to their completion and publication.
3. Duties of a substantially different skill level or area of responsibility shall not be developed for, or assigned to, technical-clerical employees without prior consultation with the Federation.
4. The right of the Federation to grieve on any change in a technical-clerical job description is to grieve on the rate assigned to the new job description and not on the change in the job description itself.
5. Updated job descriptions shall be sent to and be made available at all work locations where technical-clerical personnel are employed. Job descriptions shall be sent to the appropriate work locations no later than March 15th of each school year with updated information, i.e., new job descriptions, changes in existing descriptions, etc., being supplied to each appropriate work location as such changes occur.

ARTICLE 19 CHANGE IN WORK ASSIGNMENTS

1. When an employee is assigned to fill temporarily a higher

salaried position, for other than vacation reasons, the employee shall be compensated at the rate of one (1) additional increment or the first step of the next higher salary classification, whichever is greater, beginning with the first day and continuing for the duration of the temporary assignment. In the event that the employee who is assigned to fill temporarily a higher salaried position is at the maximum, i.e., top step of his/her salary schedule, then the differential shall be calculated by subtracting the employee's regular rate of pay from the top step of the higher salaried position to which he/she has been temporarily assigned.

2. In addition, if the employer assigns an employee on a temporary basis to a lower salaried unit position, or if an employee performs some duties and functions assigned to a lowered salaried unit position, the person so assigned shall receive the compensation of the higher salaried unit position to which the employee is regularly assigned.

ARTICLE 20

METHOD OF SALARY PAYMENT

1. Employees shall be paid on a 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. Paydates for employees, except for final pay in June, shall be on the same two (2) days per month as the semimonthly 12-month paydates, as agreed to by the parties for the start of the current school year.
3. The option of having direct deposit of paychecks shall be offered to all employees.
4. All paychecks and other compensation paid to individual employees shall be sent, delivered, or presented in sealed individual envelopes.

ARTICLE 21 COURT ATTENDANCE AND JURY DUTY

1. An employee who is subpoenaed 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 technical-clerical employee's salary or wages.
2. Employees involved in Juvenile Court proceedings, including where the technical-clerical employee has personally filed a charge involving a student and must appear in Juvenile Court, shall be excused without loss of pay.

ARTICLE 22 SNOW AND OTHER EMERGENCY DAYS

1. All technical-clerical employee covered by the provisions of this Agreement shall continue to be entitled to three (3) snow or other emergency days. This three (3) snow and other emergency days entitlement shall continue to be in addition to the employee's regular vacation day entitlement as provided by Article 53, Vacations, of this Agreement.
2. Full-time technical-clerical employees who work less than a full calendar year (twelve months) shall continue to be covered by the same provisions regarding "Snow and Other Emergency Days" that apply to Federation represented employees covered by other existing Federation Agreements with the Board.
3. The application of the three (3) snow and other emergency days provision mentioned in Section 1. of this Article shall continue to be as follows:
 - a. If school is not in session due to snow or other emergency conditions, but the operations of the Board's administrative offices and/or departments are not curtailed, then any Federation-represented employee covered by the provisions of this Article who is unable to report to work shall continue to be able to utilize the provisions of Section 1. of this Article, up to a maximum of three (3) days annually, during such emergency conditions without suffering any loss of salary.

- b. Should the employee report to work during any snow or other emergency situation, during which school is not in session but there is no curtailment of operations of the Board's administrative offices and/or departments, then said employee shall be credited with an additional day(s) of vacation or compensatory time equivalent to or commensurate with the number of days worked by the employee during the snow or other emergency situation, but in no instance shall the employee be credited with more than a maximum of three (3) additional vacation days.
 - c. Should a snow or other emergency situation necessitate the curtailment of operations of any of the administrative offices and/or departments of the Board, such curtailment shall not constitute any loss of salary, snow or other emergency day entitlement or any other fringe benefit entitlements of the employee(s) so affected by such a curtailment.
4. There shall be no loss of pay, sick leave, or personal leave on a school day which turns out to be a snow or other emergency day, whether the day is rescheduled or not. This provision shall not apply to technical-clerical employees who are on an unpaid leave or on a paid sick leave, either of which extends beyond the workweek in which the snow or other emergency day occurs. In addition, this provision shall in no case be interpreted to increase the salary of any technical-clerical employee for a given pay period or for an entire semester beyond what he/she would regularly receive for that pay period or entire semester.

ARTICLE 23

OVERTIME PROVISIONS

The overtime provisions contained in this Article shall be applicable to all technical-clerical employees covered by this Agreement.

- 1. Overtime pay at the rate of time-and-one-half shall be paid for all hours worked in excess of forty (40) in any workweek and at the rate of double time for all hours worked on the seventh consecutive workday in the workweek. Double time shall always apply to work performed on Sunday.
- 2. Compensatory time off at the applicable overtime rate may be granted in lieu of overtime pay by mutual agreement between the Board and the employee involved.

3. The workweek for the purposes of overtime calculations only shall be seven (7) consecutive days beginning at 12:01 a.m. on Monday. This workweek definition shall not be used in interpreting or applying any other Article(s) of this Agreement or in applying or defining any other wage, hour, or working condition matters that are mandatory subjects for collective bargaining under Act 195 of 1970.
4. Unworked hours shall not be counted towards overtime compensation except as provided in Subsection a. and b. below:
 - a. An unworked holiday shall be counted towards overtime compensation as provided for by this Article if said holiday would have been worked but for the holiday.
 - b. An unworked vacation day(s) shall be counted towards overtime calculation.
5. Overtime pay shall not be duplicated for any hour or set of hours worked in a complete workweek. Hours which are compensated for at the overtime rate of pay shall not be counted further for any purpose in determining overtime pay under this or any other provision(s) of this Agreement.
6. Employees working on any paid holiday shall be paid one and one-half (1½) times their regular rate for all hours worked plus unworked holiday pay on such holiday.

ARTICLE 24 SALARY SCHEDULE

TECHNICAL-CLERICAL SALARY SCHEDULE

The salaries listed below are all monthly salaries. The applicable annual salary is found by multiplying the monthly salary times months worked:

Steps	A	B	C	D	E	F	G
<u>LEVEL 1</u>							
7/1/2009	1,939	2,047	2,099	2,154	2,212	2,279	3,421
7/1/2010	1,978	2,088	2,141	2,197	2,256	2,325	3,489
7/1/2011	2,018	2,130	2,184	2,241	2,301	2,372	3,559
7/1/2012	2,058	2,173	2,228	2,286	2,347	2,419	3,630
7/1/2013	2,099	2,216	2,273	2,332	2,394	2,467	3,703
7/1/2014	2,141	2,260	2,318	2,379	2,442	2,516	3,777
<u>LEVEL 2</u>							
7/1/2009	2,013	2,124	2,177	2,231	2,291	2,359	3,547
7/1/2010	2,053	2,166	2,221	2,276	2,337	2,406	3,618
7/1/2011	2,094	2,209	2,265	2,322	2,384	2,454	3,690
7/1/2012	2,136	2,253	2,310	2,368	2,432	2,503	3,764
7/1/2013	2,179	2,298	2,356	2,415	2,481	2,553	3,839
7/1/2014	2,223	2,344	2,403	2,463	2,531	2,604	3,916
<u>LEVEL 3</u>							
7/1/2009	2,156	2,271	2,325	2,380	2,440	2,510	3,668
7/1/2010	2,199	2,316	2,372	2,428	2,489	2,560	3,741
7/1/2011	2,243	2,362	2,419	2,477	2,539	2,611	3,816
7/1/2012	2,288	2,409	2,467	2,527	2,590	2,663	3,892
7/1/2013	2,334	2,457	2,516	2,578	2,642	2,716	3,970
7/1/2014	2,381	2,506	2,566	2,630	2,695	2,770	4,049
<u>LEVEL 4</u>							
7/1/2009	2,217	2,338	2,394	2,456	2,516	2,589	3,803
7/1/2010	2,261	2,385	2,442	2,505	2,566	2,641	3,879
7/1/2011	2,306	2,433	2,491	2,555	2,617	2,694	3,957
7/1/2012	2,352	2,482	2,541	2,606	2,669	2,748	4,036
7/1/2013	2,399	2,532	2,592	2,658	2,722	2,803	4,117
7/1/2014	2,447	2,583	2,644	2,711	2,776	2,859	4,199
<u>LEVEL 5</u>							
7/1/2009	2,308	2,431	2,484	2,547	2,610	2,676	3,939
7/1/2010	2,354	2,480	2,534	2,598	2,662	2,730	4,018
7/1/2011	2,401	2,530	2,585	2,650	2,715	2,785	4,098
7/1/2012	2,449	2,581	2,637	2,703	2,769	2,841	4,180
7/1/2013	2,498	2,633	2,690	2,757	2,824	2,898	4,264
7/1/2014	2,548	2,686	2,744	2,812	2,880	2,956	4,349
<u>LEVEL 6</u>							
7/1/2009	2,343	2,473	2,538	2,600	2,673	2,752	4,092
7/1/2010	2,390	2,522	2,589	2,652	2,726	2,807	4,174
7/1/2011	2,438	2,572	2,641	2,705	2,781	2,863	4,257
7/1/2012	2,487	2,623	2,694	2,759	2,837	2,920	4,342
7/1/2013	2,537	2,675	2,748	2,814	2,894	2,978	4,429
7/1/2014	2,588	2,729	2,803	2,870	2,952	3,038	4,518

TECHNICAL-CLERICAL SALARY SCHEDULE

(continued)

Steps	A	B	C	D	E	F	G
<u>LEVEL 7</u>							
7/1/2009	2,442	2,580	2,637	2,704	2,777	2,855	4,233
7/1/2010	2,491	2,632	2,690	2,758	2,833	2,912	4,318
7/1/2011	2,541	2,685	2,744	2,813	2,890	2,970	4,404
7/1/2012	2,592	2,739	2,799	2,869	2,948	3,029	4,492
7/1/2013	2,644	2,794	2,855	2,926	3,007	3,090	4,582
7/1/2014	2,697	2,850	2,912	2,985	3,067	3,152	4,674
<u>LEVEL 8</u>							
7/1/2009	2,494	2,631	2,703	2,777	2,856	2,940	4,390
7/1/2010	2,544	2,684	2,757	2,833	2,913	2,999	4,478
7/1/2011	2,595	2,738	2,812	2,890	2,971	3,059	4,568
7/1/2012	2,647	2,793	2,868	2,948	3,030	3,120	4,659
7/1/2013	2,700	2,849	2,925	3,007	3,091	3,182	4,752
7/1/2014	2,754	2,906	2,984	3,067	3,153	3,246	4,847
<u>LEVEL 9</u>							
7/1/2009	2,550	2,701	2,777	2,856	2,940	3,035	4,567
7/1/2010	2,601	2,755	2,833	2,913	2,999	3,096	4,658
7/1/2011	2,653	2,810	2,890	2,971	3,059	3,158	4,751
7/1/2012	2,706	2,866	2,948	3,030	3,120	3,221	4,846
7/1/2013	2,760	2,923	3,007	3,091	3,182	3,285	4,943
7/1/2014	2,815	2,981	3,067	3,153	3,246	3,351	5,042
<u>LEVEL 10</u>							
7/1/2009	2,663	2,817	2,894	2,974	3,060	3,152	4,750
7/1/2010	2,716	2,873	2,952	3,033	3,121	3,215	4,845
7/1/2011	2,770	2,930	3,011	3,094	3,183	3,279	4,942
7/1/2012	2,825	2,989	3,071	3,156	3,247	3,345	5,041
7/1/2013	2,882	3,049	3,132	3,219	3,312	3,412	5,142
7/1/2014	2,940	3,110	3,195	3,283	3,378	3,480	5,245
<u>LEVEL 11</u>							
7/1/2009	2,735	2,896	2,979	3,063	3,156	3,254	4,923
7/1/2010	2,790	2,954	3,039	3,124	3,219	3,319	5,021
7/1/2011	2,846	3,013	3,100	3,186	3,283	3,385	5,121
7/1/2012	2,903	3,073	3,162	3,250	3,349	3,453	5,223
7/1/2013	2,961	3,134	3,225	3,315	3,416	3,522	5,327
7/1/2014	3,020	3,197	3,290	3,381	3,484	3,592	5,434
<u>LEVEL 12</u>							
7/1/2009	2,838	2,999	3,084	3,175	3,270	3,371	5,130
7/1/2010	2,895	3,059	3,146	3,239	3,335	3,438	5,233
7/1/2011	2,953	3,120	3,209	3,304	3,402	3,507	5,338
7/1/2012	3,012	3,182	3,273	3,370	3,470	3,577	5,445
7/1/2013	3,072	3,246	3,338	3,437	3,539	3,649	5,554
7/1/2014	3,133	3,311	3,405	3,506	3,610	3,722	5,665

TECHNICAL-CLERICAL SALARY SCHEDULE

(continued)

Steps	A	B	C	D	E	F	G
<u>LEVEL 13</u>							
7/1/2009	2,914	3,089	3,180	3,273	3,378	3,494	5,325
7/1/2010	2,972	3,151	3,244	3,338	3,446	3,564	5,432
7/1/2011	3,031	3,214	3,309	3,405	3,515	3,635	5,541
7/1/2012	3,092	3,278	3,375	3,473	3,585	3,708	5,652
7/1/2013	3,154	3,344	3,443	3,542	3,657	3,782	5,765
7/1/2014	3,217	3,411	3,512	3,613	3,730	3,858	5,880
<u>LEVEL 14</u>							
7/1/2009	3,046	3,215	3,307	3,403	3,509	3,627	5,540
7/1/2010	3,107	3,279	3,373	3,471	3,579	3,700	5,651
7/1/2011	3,169	3,345	3,440	3,540	3,651	3,774	5,764
7/1/2012	3,232	3,412	3,509	3,611	3,724	3,849	5,879
7/1/2013	3,297	3,480	3,579	3,683	3,798	3,926	5,997
7/1/2014	3,363	3,550	3,651	3,757	3,874	4,005	6,117

The salaries listed below are flat rates for these classifications only. The applicable annual salary is found by multiplying the monthly salary times months worked.

	<u>9/1/2009</u>	<u>9/1/2010</u>	<u>9/1/2011</u>	<u>9/1/2012</u>	<u>9/1/2013</u>	<u>9/1/2014</u>
Parent Engagement Specialist I	2,284	2,330	2,377	2,425	2,474	2,523
Parent Engagement Specialist II	3,715	3,789	3,865	3,942	4,021	4,101
Board Driver	3,668	3,741	3,816	3,892	3,970	4,049
Auditor III	5,778	5,894	6,012	6,132	6,255	6,380

Extended day differential:

Where applicable and authorized, the extended workday differential for technical-clerical employees shall be \$1,000 effective 9/1/06.

The Parent Engagement Specialist rates listed above are applicable for non-ALA schools. Please see Page 46 for the ALA rate.

	<u>9/1/2009</u>	<u>9/1/2010</u>	<u>9/1/2011</u>	<u>9/1/2012</u>	<u>9/1/2013</u>	<u>9/1/2014</u>
Parent Engagement Specialist ALA	39,284	40,070	40,871	41,688	42,522	43,372

TECHNICAL-CLERICAL JOB CLASSIFICATIONS AND LEVELS

Title	Level
Accountant II	10
Accountant III	12
Assistant Mechanical Engineer	14
Auditor I	9
Auditor II	14
Building Inspector	11
Computer Support Specialist	14
Construction Assistant	10
Contract Agent	10
Design Drafter I	12
Design Drafter II	14
Drafter	11
Electrical Inspector	11
Expeditor	9
LAN Support Specialist	14
Materials Technology Specialist	12
Materials Expeditor	6
Mechanical Inspector	11D-G
Media Electronics Technician	14
Multi-Media Technician	9
Senior Technical Support Coordinator	14
Specialist (Technology)	14
Technical Librarian	13
Technology Specialist	14
Technology Systems Specialist	12
Telecommunications and System Specialist	12D-G

ARTICLE 25 WORKSHOP RATE

The rate of pay for technical-clerical employees participating in workshops shall be \$17.83 per hour.

ARTICLE 26 SALARY CORRECTIONS

This Article defines the amount of retroactivity due in the event of

an improper calculation and payment of a technical-clerical employee's compensation, whether the technical-clerical employee is underpaid or overpaid.

1. Any technical-clerical employee 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 employee 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 employee. 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 technical-clerical employee has been overpaid at any time during his/her employment with the Board, or is found to be receiving currently an incorrect salary that is higher than the employee should actually be receiving, the employee 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 employee's salary effective with the initial month when the Board originally discovers the salary overpayment and so informs the employee 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 employee 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 an employee's monthly or annual salary.
4. Each technical-clerical employee who is newly hired or who is rehired following an interruption in service shall be informed in

writing of the employee'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 27 HOURS OF WORK

The Board procedures and policies regarding the hours of work for technical-clerical employees that were in effect during the term of the previous Agreement shall continue throughout the term of this Agreement, with the following exceptions:

1. Employees at all work sites which are not air conditioned shall be permitted to leave work one-half ($\frac{1}{2}$) hour prior to the end of their normal workday during the summer months. These summer hours shall be effective during the period beginning five (5) working days after the last teacher's workday and shall continue until five (5) working days prior to the teacher's first workday. Employees at all work sites which are air conditioned shall work regular hours year round.
2. A technical-clerical employee's working hours may change, but any adjustment to a later starting time shall involve a corresponding adjustment in said employee's starting time when it is necessary for offices to be open until 5:00 p.m. This Section will not affect shifts.
3. As applicable to technical-clerical employees assigned to Accelerated Learning Academies, the length of workday shall be eight (8) hours, inclusive of a thirty (30) minute lunch period at elementary, K through 8 and middle academies.
4. Technology Systems Specialists shall continue to work the teachers' length of day, i.e., seven (7) hours and sixteen (16) minutes with a thirty (30) minute duty free lunch period and a 189 day workyear.

ARTICLE 28
SPECIAL PROVISIONS REGARDING THE
RECLASSIFICATION OF
TECHNICAL-CLERICAL
JOB CLASSIFICATIONS

1. A technical-clerical employee whose job classification is reclassified to a higher salary level on the technical-clerical salary schedule, shall continue to be entitled to the same salary (increment) step, i.e., D, E, F etc., which he/she would have held, if said job (position) had not been reclassified. The employee's progression or movement to his or her next anniversary increment step, if the affected employee is so entitled, shall occur as it normally would have taken place had not said employee's job classification been reclassified.
2. A technical-clerical employee whose job classification is reclassified to a higher salary level on the technical-clerical salary schedule shall not have any change made in his/her original increment (anniversary) date.
3. All provisions of Article 12, Seniority Provisions, shall continue in effect throughout the term of this Agreement.

ARTICLE 29
LONGEVITY INCREMENT

1. The longevity increment shall continue to be provided to technical-clerical employees who have completed twenty-two (22) years or more of service with the Pittsburgh Public Schools and who have a rating of "satisfactory." It shall continue to become available to eligible technical-clerical employees either in September or in February, whichever month is applicable, immediately following their completion of twenty-two (22) years of service with the Pittsburgh Public Schools.
2. The longevity increment for twelve (12) month technical-clerical employees shall be \$780 per year.

The appropriate proration shall continue to be made for eleven (11) and ten (10) month employees.

ARTICLE 30

SEVERANCE PAY AND SEVERING EMPLOYMENT

1. Employees 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. Employees 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 any severance pay computation.
 - b. Employees 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. Employees with three (3) or more than three (3) years of continuous service shall continue to receive full credit for purposes of severance pay computation for all such service and/or accumulation of sick leave and personal leave, subject to the maximum accumulations of sick leave and personal leave for severance pay purposes that are provided under the applicable Sections of this Article.
2. Definitions of “retirement,” “retiree,” and “resignation”:
 - a. The term “retirement” shall mean retirement under the provisions of the “Public School Employees’ Retirement Act,” 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 technical-clerical employee who retires and begins collecting his/her annuity following:
 - (1) At least twenty (20) years of credited service to the Pennsylvania Public School Employees’ Retirement System and having reached at least age fifty (50); or
 - (2) At least ten (10) years of credited service to the PPSERS and having reached at least age fifty-five (55); or

- (3) 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 job performance.
- 3. Should an employee die while in active service, the employee will be considered a retiree or a resignee for severance pay purposes, whichever is applicable. Proper severance pay payment will be made to the employee’s estate. Consideration as a retiree will be applicable if the employee is eligible for superannuation retirement, withdrawal allowance, or disability retirement.
 - 4. For retirees, payment for unused accumulated sick leave and personal leave days shall be as follows:
 - a. Accumulation of sick leave days is without limit for purposes of severance pay computation.
 - b. Retirees shall be entitled to payment of one-half ($\frac{1}{2}$) of their unused accumulated sick leave days.
 - c. Payment shall be made at the rate of \$63 per accumulated day, effective September 1, 2006.
 - 5. For resignees, payment for unused accumulated sick leave and personal leave days shall be as follows:
 - a. Accumulation of sick leave days is without limit for purposes of severance pay computation.
 - b. Resignees shall be entitled to payment for one-third ($\frac{1}{3}$) of their unused accumulated sick leave days.
 - c. Payment shall continue to be made at the rate of \$60 per accumulated day.
 - 6. Unused personal leave days that were accumulated in a technical-clerical employee’s severance pay account (i.e., prior to implementation of the provision which converts unused person-

al leave days to sick leave days) shall be maintained in the technical-clerical employee's severance pay account and shall be counted towards the total accumulated days available for severance pay as set forth in Sections 4. and 5. above. [A maximum of six (6) such unused personal leave days was able to be so accumulated.]

7. Severance pay may be withdrawn by retiring technical-clerical employees over a three-year period if they so select.
8. 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.
9. Employees approved for a disability retirement must sever their employment with the District within two (2) years of the effective date of the disability retirement.

ARTICLE 31 UNEMPLOYMENT COMPENSATION, STATE AND FEDERAL

1. All technical-clerical employees 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 32, 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 technical-clerical employees and other Federation-represented personnel entitled to that coverage.

ARTICLE 32 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 31, Unemployment Compensation, State and Federal, should no longer be available to technical-clerical employees and other Federation represented personnel, which contingency is dealt with under Section 3., Article 31, Unemployment Compensation, State and Federal.
2. The Unemployment Compensation coverage to be provided technical-clerical employees pursuant to this Article shall be unchanged from the previous agreement between the parties. The regulations and procedures for administering this coverage are promulgated by the Division of Employee Relations.

ARTICLE 33 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. All employees 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.
4. 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.

ARTICLE 34
GROUP INSURANCE PLAN
PAYROLL DEDUCTION
PRIVILEGE (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. Payroll deduction for homeowner's insurance will also be permitted to be added to the auto insurance deduction, so long as the deduction is a single amount to one (1) Federation designated insurer.
2. The Board will continue to permit payroll deduction for such a purpose provided that participation in the plan is made avail-

able at least to all technical-clerical 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 technical-clerical employees 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 35 LIABILITY INSURANCE

The Board shall continue to provide group liability insurance protection for technical-clerical employees 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, selfinsurance. or a combination thereof.

ARTICLE 36 TAX-SHELTERED ANNUITY PROGRAM

The tax-sheltered annuity plans and carriers endorsed by the Federation and agreed upon by the Board and Federation shall be

available for participation by technical-clerical employees during the term of this Agreement.

ARTICLE 37

TUITION WAIVER PROGRAM

1. The Board agrees to permit technical-clerical employees 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.
 - a. Commencing with the 1988-89 school year, the assignment of all new tuition waiver students will be to the feeder pattern established by the address of the work location in which the parent or guardian works.
 - (1) In the event that the work location of the employed parent changes at the initiation of the employee, the feeder pattern of the child or legal dependent will not change.
 - (2) In the event of an involuntary transfer of an employee, the parent may exercise the option to maintain the child’s feeder pattern or to reestablish it based on the employee’s new work location.
 - (3) If both of the parents of a tuition waiver student are non-resident employees, the original application must identify which parent’s work location will establish the student feeder pattern.
 - b. Tuition waiver students will continue not to be assigned to a specific magnet program until all resident applicants on the appropriate waiting lists have been placed in that specific magnet. The sibling preference rule for magnet schools con-

tinues not to apply to tuition waiver students.

- c. The Board policy which excluded residents of the Woodland Hills School District from the tuition waiver program may be rescinded for the start of the 1988-89 school year.
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 technical-clerical employees and other Board employees.
3. The procedures for conducting and administering this tuition waiver program shall continue unless altered by mutual agreement between the parties in the future.

ARTICLE 38 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 technical-clerical and other School Board employees. The purpose of the Vandalism Fund shall continue to be to reimburse technical-clerical employees 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 Human Resources;
 - d. That personal property of technical-clerical employees,

whether in the work location or in the employee's car, that has not been brought to work for any work-related purpose and would not normally or routinely be brought to work may be disallowed for Vandalism Fund payment by Human Resources;

- e. That claims be submitted no later than thirty (30) days after the occurrence of the incident giving rise to the claim. Claim forms shall include written notice that claim must be filed within thirty (30) days after the vandalism incident;
 - f. That payments, subject to the provisions of Section 5., be made within a reasonable time after submission and substantiation of claims;
 - g. And that damage to automobiles resulting from routine parking operations be excluded.
4. The Vandalism Fund shall not depreciate payments for eyeglasses belonging to technical-clerical employees 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 39

GROUP HEALTH CARE PLANS AND HEALTH CARE PROVIDER

1. The following provisions for group health care plans and provider shall be effective January 1, 2007.
- a. All group health care plans shall be continued with Highmark/Blue Cross as the provider with the Highmark Indemnity plan converted to the Highmark Preferred Provider Organization (PPO). The Highmark Point of Service (POS) plan is converted to the Choice Blue Preferred Provider Organization (PPO) plan. The Highmark plans shall be:

- (1) Highmark Preferred Provider Organization (PPO) plan- Preferred Blue PPO plan (successor to Indemnity/ Traditional plan).
 - (2) Highmark Choice Blue Preferred Provider Organization (PPO) plan – Choice Blue PPO plan (successor to Point of Service (POS) plan).
 - (3) Highmark Health Maintenance Organization (HMO) plan – Keystone Blue Health Plan (HMO) with a vision care plan.
 - (4) Highmark Preferred Provider Organization (PPO) plan with in/out of network deductible – Standard Blue PPO plan. This plan will be available to Technical Clerical employees effective January 1, 2010.
- b. Annual open enrollment period shall occur in November each year for coverage beginning each immediately following January 1. Movement among the Highmark plans during any annual open enrollment period shall not be subject to any preexisting conditions, limitations, or exceptions.
 - c. No employee may elect to change to the Preferred Blue PPO plan or the Choice Blue PPO plan under the new contract. Employees already in these plans may stay in their current plan. For employees that elect to remain in the Preferred Blue PPO plan or the Choice Blue PPO plan will continue to pay the premium cost difference between the applicable PPO plan and HMO premium, in addition contributing either 1% or $\frac{3}{4}\%$ of their base wages.
2. Specific provisions applying to the Highmark group health care plans:
 - a. Prescription drug copayments shall be as follows:
 - (1) Prescription drug copayments shall be \$10 for generic drugs, \$20 for brand name drugs in the formulary, and \$40 for brand name drugs not in the formulary. These copayments apply to the Preferred Blue PPO plan, Keystone HMO plan and the replacement plan Choice Blue PPO plan. Under the Standard Blue PPO plan, the prescription drug co pays shall be \$10 for generic drugs, \$30 for brand name drugs in the formulary and \$50 for brand name drugs not in the formulary.

- (2) Under all plans, the employee is to pay the brand prescription drug copayment plus the difference between brand prescription drug cost and generic prescription drug cost, only when brand drug is purchased instead of available generic drug which has FDA approval as a generic substitute and regardless of whether brand drug is prescribed or chosen.
- b. Deductibles in the Preferred Blue PPO plan, when applicable are \$250 (individual) and \$500 (family). Deductibles in the Standard Blue PPO plan are as follows: In-network \$250 (individual) and \$500 (family); Out of network \$500 (individual) and \$1,000 (family).
 - c. A vision care plan will be provided with the Keystone Blue HMO plan. This plan will be provided through Davis Vision effective January 1, 2007.
 - d. Preferred Blue PPO plan out of pocket expenses for employee will be capped annually at individual deductible + \$1,000 or family deductible + \$2,000.
 - e. Out of network lifetime maximum, both in Preferred Blue PPO plan and Standard Blue PPO plan shall be \$1,000,000.
 - f. Highmark's "Blue Card National PPO" plan shall be provided for those retirees who live out of the Pittsburgh/Western PA area.
 - g. The emergency room copayment under the Preferred Blue PPO plan and Keystone HMO plan will be \$50. Under the Standard Blue PPO plan the copayment will be \$75. For all plans these amounts are waived if admitted.
 - h. The copayment for a doctor office visit under the Preferred Blue PPO plan and Keystone HMO plan will be \$15.00. Under the Standard Blue PPO plan the copayment for a primary care physician office visit will be \$20 and \$30 for a specialist office visit.
- 3. Changes made by a technical clerical employee from one Highmark plan to another during any annual open enrollment period shall continue to be able to be made with any limitations or exceptions for preexisting conditions. (As per Section 1.b., of this Article.)
 - 4. Annual adjustments in employee payroll-deduction premium

contributions, where any employee premium contribution is involved and if any such adjustments apply, shall continue to be determined in accordance with Article 59, Payments of Premiums for Group Health Care Insurances.

5. Currently employed technical clerical employees not already enrolled in the Preferred Blue PPO plan or Choice Blue PPO plan, may not switch to these plans during any subsequent annual open enrollment period.
6. In the event of the enactment of any national or state health care legislation or plan, the parties shall meet to assess the impact of any such legislation or plan on the existing health care coverage program and, if necessary, to negotiate a provision(s) addressing any needs of changes that may arise from any such legislation or plan.

ARTICLE 40 COVERAGE UNDER HIGHMARK GROUP HEALTH CARE PLANS

1. The Highmark group health care plans are the following:
 - a. Highmark Preferred Blue Preferred Provider Organization (PPO) plan, successor to the Indemnity/Traditional plan.
 - b. Highmark Health Maintenance Organization (HMO) plan – Keystone Blue HMO plan with a vision care plan.
 - c. Highmark Choice Blue Preferred Provider Organization (PPO) plan, successor to the Select Blue (POS) plan.
 - d. Highmark Standard Blue Preferred Provider Organization (PPO) plan with in/out of network deductible – Standard Blue PPO plan.
2. The following provisions are highlights of the Highmark Preferred Blue PPO plan:
 - a. In-network coordinated care has an unlimited lifetime maximum per person. Out of network self-referred care has a lifetime maximum of \$1,000,000 per person, which applies to all services and expenses.
 - b. Annual deductibles for out-of-network self-referred care:
 - (1) \$250 for individual coverage
 - (2) \$500 for any of the various family coverages

- c. Out-of-pocket annual maximums that can be paid by the covered employee for out-of-network self-referred care:
 - (1) \$1,000 for individual coverage plus \$250 individual deductible, i.e., \$1,250 total per year. PPO plan pays remainder.
 - (2) \$2,000 for various family coverages plus \$500 family deductible, i.e., \$2,500 total per year. PPO plan pays remainder.
- d. Prescription drugs are covered under the PPO plan, with each prescription filled with a charge of \$10, \$20 or \$40 to the PPO plan participant. Full remaining cost of prescription is paid by the PPO plan.
 - (1) A \$10 cost to a plan participant applies provided that participant purchases a generic drug.
 - (2) A \$20 cost to a plan participant applies if that participant purchases a brand formulary drug.
 - (3) A \$40 cost to a plan participant applies if that participant purchases a brand non-formulary drug.
 - (4) Mail order of prescription drugs shall be available under the PPO plan. The applicable copayment shall apply, with the right to purchase up to a ninety (90) day supply of the prescription drug being ordered.
- e. Employees shall pay the prescription drug copayment plus difference between brand prescription drug cost and generic prescription drug cost, only when brand drug is purchased instead of available generic drug which has FDA approval as a generic substitute and regardless of whether brand drug is prescribed or chosen.
- f. Hospital costs covered 100% in-network; 80% out-of-network (after deductible is satisfied).
- g. Medical/surgical costs covered 100% in-network; 80% out-of-network (after deductible is satisfied).
- h. Preventive care, both adult and pediatric, coverage 100% in-network (after any required co-payment)
 - (1) Routine adult and pediatric physical exams - \$15 copayment.

- (2) Gynecological exams - \$15 copayment.
- (3) Mammograms – no copayment.
- (4) Pediatric immunizations – part of pediatric care and included under h.(1) immediately above.
- i. Physician's office visits in-network covered 100% - after \$15 copayment.
- j. Emergency room services coverage 100%, both in-network and out-of- network – after \$50 copayment. Copayment is waived if admission to hospital follows.
- k. Chiropractic services:
 - (1) Covered 100% in-network - \$15 copayment per office visit.
 - (2) Covered 80% out-of-network (after deductible is satisfied).
- l. Mental health coverage:
 - (1) Inpatient covered 100% in-network.
 - (2) Inpatient covered 80% out-of-network (after deductible is satisfied).
 - (3) Outpatient coverage 100% in-network- \$15 copayment per visit.
 - (4) Outpatient covered 80% out-of-network (after deductible is satisfied).
- m. Skilled nursing care and private duty nursing both covered 100%, both in-network and out-of-network.
- n. Substance abuse treatment:
 - (1) Inpatient detoxification covered 100% in-network, 80% out-of-network (after deductible is satisfied).
 - (2) Inpatient rehabilitation covered 100% in-network, 80% out-of-network (after deductible is satisfied).
 - (3) Outpatient covered 100% in-network – after \$15 copayment.
 - (4) Outpatient covered 80% for out-of-network (after deductible is satisfied).
- o. Home health care covered 100%, both in-network and out-

of-network

- p. Diagnostic service covered 100% in-network; 80% out-of-network (after deductible is satisfied).
 - q. Utilization management – provider listed in-network and member initiated out-of-network.
 - r. Ambulance covered 100% in-network; 80% out-of-network.
 - s. Durable medical equipment covered 100% in-network; 80% out-of-network.
 - t. Hospice covered 100% in-network; 80% out-of-network.
3. The Highmark Keystone Blue HMO plan with vision coverage. Effective January 1, 2007, the vision care coverage is through Davis Vision. The following are highlights of the HMO plan:
- a. Qualifying emergency treatment, including an out-of-town emergency, is covered 100% after a \$50 copayment. Copayment is waived if admission to hospital follows.
 - b. Prescription drugs are covered under the HMO plan, with each prescription filled either \$10, \$20 or \$40 charge to the HMO plan participant. Full remaining cost of prescription is paid by the HMO plan.
 - (1) A \$10 cost to a plan participant applies provided that participant purchases a generic drug.
 - (2) A \$20 cost to a plan participant applies if that participant purchases a brand formulary drug.
 - (3) A \$40 cost to a plan participant applies if that participant purchases a brand non-formulary drug.
 - (4) Mail order of prescription drugs shall be available under the PPO plan. The applicable copayment shall apply, with the right to purchase up to a ninety (90) day supply of the prescription drug being ordered.
 - c. Employees shall pay the prescription drug copayment plus difference between brand prescription drug cost and generic prescription drug cost, only when brand drug is purchased instead of available generic drug which has FDA approval as a generic substitute and regardless of whether brand drug is prescribed or chosen.
 - d. All doctor's office visits are covered 100% under the HMO

plan, with a \$15 copayment.

- e. All physical examinations are covered 100% under the HMO plan, with a \$15 copayment.
 - f. Routine gynecological exams are covered 100% under the HMO plan, with a \$15 copayment and required mammograms are covered at 100%.
 - g. Mental and nervous disorders coverage is included under the HMO, with no lifetime maximum. Outpatient visits are covered 100% with a \$15 copayment.
 - h. Outpatient physical therapy is covered 100% up to sixty (60) consecutive days for each condition.
4. The following provisions are highlights of the Highmark Choice Blue Preferred Provider Organization (PPO) plan:
- a. In-network coordinated care has an unlimited lifetime maximum per person. Out of network self-referred care has a lifetime maximum of \$1,000,000 per person, which applies to all services and expenses.
 - b. Annual deductibles for out-of-network self-referred care:
 - (1) \$250 for individual coverage.
 - (2) \$500 for any of the various family coverages.
 - c. Out-of-pocket annual maximums that can be paid by the covered technical clerical employee for out-of-network self-referred care:
 - (1) \$1,000 for individual coverage plus \$250 individual deductible, i.e., \$1,250 total per year. PPO plan pays remainder.
 - (2) \$2,000 for various family coverages plus \$500 family deductible, i.e., \$2,500 total per year. PPO plan pays remainder.
 - d. Prescription drugs are covered under the PPO plan, with each prescription filled either \$10, \$20 or \$40 charge to the PPO plan participant. Full remaining cost of prescription is paid by the PPO plan.
 - (1) A \$10 cost to a plan participant applies provided that participant purchases a generic drug.

- (2) A \$20 cost to a plan participant applies if that participant purchases a brand formulary drug.
- (3) A \$40 cost to a plan participant applies if that participant purchases a brand non-formulary drug.
- (4) Mail order of prescription drugs shall be available under the PPO plan. The applicable copayment shall apply, with the right to purchase up to a ninety (90) day supply of the prescription drug being ordered.
- e. Employees shall pay the prescription drug copayment plus difference between brand prescription drug cost and generic prescription drug cost, only when brand drug is purchased instead of available generic drug which has FDA approval as a generic substitute and regardless of whether brand drug is prescribed or chosen.
- f. Hospital costs covered 100% in-network; 80% out-of-network (after deductible is satisfied).
- g. Preventive care, both adult and pediatric, coverage 100% in-network (after any required co-payment)
 - (1) Routine adult and pediatric physical exams - \$15 copayment
 - (2) Gynecological exams - \$15 copayment
 - (3) Mammograms – no copayment
 - (4) Pediatric immunizations – part of pediatric care and included under g.(1) immediately above.
- h. Physician's office visits in-network covered 100% - after \$15 copayment
- i. Emergency room services coverage 100%, both in-network and out-of-network – after \$50 copayment. Copayment is waived if admission to hospital follows.
- 5. The following provisions are highlights of the Highmark Standard Blue Preferred Provider Organization (PPO) plan:
 - a. Routine adult and pediatric physical exams - \$20 copayment
 - b. Gynecological exams - \$30 copayment includes PAP test
 - c. Mammograms – covered at 100%, deductible does not apply
 - d. Calendar year deductible –

Individual \$250; Family \$500 (in-network)

Individual \$500; Family \$1,000 (out of network)

- e. Prescription drugs are covered under the PPO plan, with each prescription filled either \$10, \$30 or \$50 charge to the PPO plan participant. Full remaining cost of prescription is paid by the PPO plan.
 - (1) A \$10 cost to a plan participant applies provided that participant purchases a generic drug.
 - (2) A \$30 cost to a plan participant applies if that participant purchases a brand formulary drug.
 - (3) A \$50 cost to a plan participant applies if that participant purchases a brand non-formulary drug.
 - (4) Mail order of prescription drugs shall be available under the PPO plan. The applicable copayment shall apply; \$20 copayment for generic, \$60 copayment for brand formulary and \$100 copayment for brand non-formulary with the right to purchase up to a ninety (90) day supply of the prescription drug being ordered.
- f. Emergency room services coverage 100%, both in-network and out-of-network – after \$75 copayment. Copayment is waived if admission to hospital follows.

The items listed for each plan represent only a portion of the plan coverage. Please reference the plan summary for more detailed description of the benefits available.

ARTICLE 41

PAYMENT OF PREMIUMS FOR GROUP HEALTH CARE INSURANCES

- 1. Technical - Clerical employees shall pay 5% of the total annual premium cost plus 20% of any increased premium costs from one annual period to the subsequent annual period for the various enrollment levels in the Keystone Blue HMO plan. Use calendar year 2009 as the base year.
- 2. No employee may elect to change to the Preferred Blue PPO plan or the Choice Blue PPO plan under the new contract. Employees already in these plans may stay in their current plan. For employees that elect to remain in the Preferred Blue PPO

plan or the Choice Blue PPO plan will continue to pay the premium cost difference between the applicable PPO plan and HMO premium, in addition contributing either 1.0% or 0.75% of their base wages.

3. Effective January 1, 2010 employees may enroll in the Standard Blue PPO plan. The premium contribution shall be 0.75% of base wages (salary) for single coverage or 1.0% of base wages (salary) for all other coverage levels.
4. Where two (2) members of one (1) family are employees of the Board, the present three (3) methods of premium determination shall continue:
 - a. Each party may elect individual coverage under the same group health care plan or under two (2) different group health care plans, or
 - b. Both parties may jointly participate in family and dependent coverage under one of the group health care plans, with continued credit for each party's individual premium being given to the employee carrying the combined coverage before computation of the premium to be paid by the Board and by the employee for the family and dependent coverage, or
 - c. One (1) party may elect individual coverage under any one of the group health care plans while the second party may elect family and dependent coverage under either of the other plans not 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 Section 3.a. or Section 3.b. immediately above.
5. Where Technical - Clerical employees, by virtue of a policy provided by another employer to a spouse, have health care 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 health care coverage for such employees, provided that the Board shall assure immediate and uninterrupted resumption of full Board provided group health care 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.

6. Payment of premiums continues to be made under Section 125/IRS provisions, i.e., payment with pretax dollars for all employee payments that are made toward any of the available group health care plans, as provided under Article 43, Pretax Premium Conversion Plan.
7. Deductions for any employee premium payments continue to be made in equal amounts from both monthly paychecks for the ten (10) school months.

ARTICLE 42 DENTAL CARE PLAN

The following Group Dental Care Insurance Program shall continue to be provided to all technical – clerical employees:

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 of 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 3.
- f. Missing teeth are covered under all the above-listed Subsections.
- 4. The Dental Maintenance Organization (DMO) Plan will be continued unless terminated by mutual agreement of the parties. The Board's premium payment for DMO participation shall not exceed its payment for the regular Dental Care Plan.

MEMORANDUM OF UNDERSTANDING

PFT/SCHOOL DISTRICT HEALTH CARE COST CONTAINMENT COMMITTEE

The Federation and the District recognize that health care cost containment is of mutual importance to both parties. Accordingly, collaboration on health care cost containment shall be established.

The committee will meet on no less than a quarterly basis, but more frequently if needed. To the extent the committee is able to reach agreement on health care issues, such agreement shall be reduced to writing and recommended for consideration by the Superintendent and the Board of Directors.

The committee shall convene immediately upon ratification of the contract settlement and shall be comprised of an equal number of PFT and District representatives, unless mutually agreed otherwise. The first issue to be considered by the parties shall be the possibility of introducing a new PPO plan in consideration of the elimination of the POS plan effective January 1, 2007.

Both parties may submit issues for deliberation by the committee.

MEMORANDUM OF UNDERSTANDING AUGUST 11, 2009

Effective January 1, 2010 UPMC health plan products will be made available to all employees and retirees as a choice for their health insurance coverage. This change will go into effect with the open enrollment period to be conducted mid-October to mid-November with changes to take effect January 1, 2010.

The parties have reached the following agreement:

1. The available UPMC health plan options will be identical to the current plan options provided through Highmark; Preferred Provider Organization PPO – Preferred Blue PPO, Choice Blue PPO plan, Health Maintenance Organization HMO – Keystone Blue HMO with a vision care plan and a Preferred Provider Organization PPO plan with a \$250/\$500 deductible known as Standard Blue PPO plan.
2. Each UPMC health plan option shall contain the identical plan provisions, deductibles and copayments as the equivalent Highmark plan options.

3. Vision care coverage shall be provided with the UPMC EPO/HMO coverage options. The vision care plan provided will mirror the vision care plan provided as part of the Keystone Blue HMO coverage option. The vision care plan provided for employees/retirees enrolled in the UPMC EPO/HMO plan will be through Vision Benefits of America – VBA. This vision care plan shall contain the same plan provisions as contained in the vision care plan that is provided with the Keystone Blue HMO plan.
4. Employee/retiree cost sharing formula for the UPMC health plan options will use the current formulas set forth in Article 41 – Payment of Premiums for Group Health Care Insurances of the Collective Bargaining Agreement for Technical Clerical Employees.

ARTICLE 43

PRETAX PREMIUM CONVERSION PLAN

The Board will continue to offer a premium conversion plan in accordance with applicable laws and legislation unless terminated by mutual agreement of the parties.

ARTICLE 44

COOPERATION ON DETERMINATION AND ADMINISTRATION OF MAJOR FRINGE BENEFITS

1. The parties agree that working together and cooperating with regard to the ongoing administration of major fringe benefit programs is in their mutual interest, in order to assure high quality benefit programs for the technical-clerical employees and effective containment and control of costs of the major fringe benefits to the parties. For the purposes of this Article, major fringe benefits shall include only all health care plans, dental insurance, and life insurance as provided in Article 33, Group Life Insurance; Article 39, Group Health Care Plans and Health Care Provider; Article 40, Highmark (Blue Cross) Group Health Care plans; and Article 42, Dental Care Plan.
2. The Federation and the Board agree to work together and cooperate to control and, if possible, to reduce the premiums and costs to the Board and the Technical-clerical employees of the major fringe benefits and to administer the major fringe benefits, including providing assistance and advice to teachers rela-

tive to the major fringe benefits.

- a. The parties will work together and cooperate in negotiating with the insurance carriers for the major fringe benefits, relative to review of rates, proposed rate changes, the administration of the benefits, and so forth. A Federation representative(s) shall be involved with the Board representative(s) in meetings with the insurance carriers for the major fringe benefits, relative to rate reviews, proposed rate changes, or matters dealing with the administration of the major fringe benefits.
- b. It continues to be understood and agreed by the parties that the insurance carrier and rate structure for any of the major fringe benefits may be not changed without the mutual agreement of both parties and that there may be no change in the benefits themselves which is not agreed upon between the parties.
- c. The Board representative or agent who advises the Board of Directors of the School District and the Board administration and who negotiates on behalf of the Board with the insurance carriers (along with the Federation representative) will continue to be selected solely by the Board.

ARTICLE 45

WORKERS COMPENSATION COVERAGE

The following provisions shall apply to Workers Compensation coverage for technical-clerical employees:

1. A technical-clerical employee 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 technical-clerical employee 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 technical-clerical employee 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 technical-clerical

employee 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 technical-clerical employee has utilized still occurs only upon the technical-clerical employee's return to active service.
3. Workers Compensation benefits from the first day of the occurrence of the Workers Compensation incident are the same regardless of which of the options the employee may choose under section 1 above. A technical-clerical employee continues to be required to file a Workers Compensation claim in a timely manner.
 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 technical-clerical employee may receive full Retirement System credit under this procedure for up to a maximum of one (1) full year.
 5. Pursuant to Section 306 (f) of the Workers Compensation Act, employees who suffer a work-related injury must receive medical treatment at one (1) of six (6) agreed-to health care facilities for the first thirty (30) days of treatment, except when, in the case of an emergency, the initial treatment(s) has to be at the nearest medical facility. Notices identifying the designated facilities shall be posted in all work places. Nonpayment for services can result if treatment is rendered by a physician at a facility other than one of those which has been designated.
 6. 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.

ARTICLE 46

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 technical-clerical employee 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 technical-clerical employees under the following conditions:

1. Technical-clerical employees 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. a. Technical-clerical employees 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.
 - (1) Employees 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.
 - (2) Employees 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.
 - (3) Employees regularly employed on a full calendar year basis shall be entitled to fifteen (15) days sick leave per year.
- b. Any technical/clerical employee hired on or after July 1, 2007 shall be entitled to sick leave in accordance with the following:
 - (1) Technical/clerical employees employed for the normal

work year shall be entitled to ten (10) days sick leave per year, such sick leave to be cumulative annually without limit and to be usable annually without limit.

(2) Technical/clerical employees 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.) Technical/clerical employees regularly employed for no less than ten (10) work days longer than the normal work year shall be entitled to ten (10) days sick leave per year.

(b.) Technical/clerical employees regularly employed for no less than twenty (20) work days longer than the normal work year shall be entitled to eleven (11) days sick leave per year.

(c.) Technical/clerical employees regularly employed for a full calendar year shall be entitled to twelve (12) 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 the appropriate administrator. 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. A maximum of five (5) of the total allotment of sick leave days per school year may be used for the serious illness of an employee's child (16 years of age or younger) or an employee's parent. The existing provisions for the use of sick leave will apply to these five (5) days (i.e., same requirements for a physician's certificate as provided under Section 3. of this Article).

ARTICLE 47

SPECIAL PROVISIONS REGARDING SICK LEAVE

Section 1. and Section 2. of this Article shall apply only to a technical-clerical employee who is regularly or temporarily assigned to a school.

1. Full-time technical-clerical employees 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.
 - a. At the end of that period, the provisions of Article 44, 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.
 - b. The Board may request the technical-clerical employee to undergo a medical examination by a Board physician in connection with any claim for compensation under this Section.
2. Technical-clerical 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 a technical-clerical employee is physically able to perform work duties but is prevented from doing so solely because of quarantine, the employee 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 School Health Services. When a technical-clerical employee is ill with a contagious disease and a quarantine is established because of such illness, the employee will be paid for absence as provided in this Section.

ARTICLE 48

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 technical-clerical employees under the following conditions:

1. All regular technical-clerical 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. Personal leave days shall be noncumulative, except for purposes of severance pay computation.
3. No reason shall be required of, nor need be given by, the employee who is applying for personal leave, except as provided under Section 4. of this Article and in accordance with administrative procedures in effect at the time of the execution of this Agreement.
4. 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 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.
5. On those days when reasons for personal leave are necessary (i.e., Monday and Friday, etc.; see Section 4. above), the following reasons only shall constitute acceptable urgent personal responsibilities:
 - a. Serious illness in the family or serious family emergency — reasons 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.
6. 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.

ARTICLE 49 CONVERSION OF UNUSED PERSONAL LEAVE TO SICK LEAVE

Personal leave days that are not used by a technical-clerical employee during a school year (or qualifying twelve-month anniversary period) shall continue to convert automatically to additional sick leave days on the last day of the employee's anniversary month.

ARTICLE 50 ABSENCE DUE TO DEATH IN THE FAMILY

Regular technical-clerical employees 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 technical-clerical employee'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 technical-clerical employee's household, or of any other person with whom said technical-clerical employee has made his/her home. Technical-clerical employees 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 continue to include those who are relatives of the technical-clerical employee'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.

ARTICLE 51 MILEAGE ALLOWANCE

1. The mileage reimbursement rate shall be at the prevailing Commonwealth of Pennsylvania mileage reimbursement rate.
2. The procedures for administering mileage allowance shall continue as established by the Board, with input from the Federation.
3. There shall be no change in the requirements for auto insurance coverage from those in effect during the term of the previous Agreement.

ARTICLE 52 HOLIDAYS

1. Federation-represented calendar-month, twelve-month technical-clerical personnel shall continue to be entitled to receive paid vacations annually in accordance with the Board's vacation procedures applying to such technical-clerical employment classifications during the term of the previous Agreement and as provided for under applicable Vacation Articles contained in other Federation-negotiated Collective Bargaining Agreements.
2. Federation-represented calendar-month, twelve-month technical-clerical personnel shall be entitled to twelve (12) workdays off as holidays in any calendar year.
3. Federation-represented calendar-month, less-than-twelve-month technical-clerical personnel, if any are properly so employed, shall be entitled to workdays off for all holidays occurring during those months of the year in which they are employed, regardless of whether any such holidays might fall on a Saturday or a Sunday.
4. Federation-represented calendar-month, less-than-twelve-month

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

5. The twelve (12) holidays referred to in Section 2. 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 Friday immediately preceding will be recognized as the actual holiday.
7. In situations where regular schools may be open on any day which would normally have been a holiday, the holiday may be moved to a compensatory day off or, in the case of calendar-month, twelve-month personnel, added as a vacation day.

ARTICLE 53 VACATIONS

Federation-represented twelve-month technical-clerical personnel shall continue to be entitled to receive paid vacations annually in accordance with the Board's vacation procedures applying to such technical-clerical employment classifications during the term of the previous Agreement.

1. Vacations with full pay will be granted to regular employees for each full year of service and shall be earned during the period beginning July 1 and ending June 30 of the following year. The vacation schedule is as follows:

Years of Service	Vacation Days
1 thru 9	10
10 thru 15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25 or more	25

- Where the employee concerned has worked less than one (1) full year prior to July 1, the vacation time shall be proportionate to time served as follows:

Months Worked	Vacation Entitlement
1	1 day
2	2 days
3	3 days
4	3 days
5	4 days
6	5 days
7	6 days
8	7 days
9	8 days
10	8 days
11	9 days

- In computing length of service for three (3) or more weeks of vacation entitlement, full credit shall be given for all past service with the Board in any capacity, whether continuous or not.
- An employee entitled to vacation privileges who voluntarily terminates his/her employment with the Board, or who has served satisfactorily and is released from such service, or who is granted an officially approved leave of absence without pay, or who reaches the compulsory retirement age or voluntarily retires on age or years of service, shall be entitled to full pay for the proportionate vacation actually earned and unused at the time of such separation.

5. Generally, all vacations should be taken during the months of July and August following the year in which they are earned. Vacations may be taken, with the permission of the appropriate supervisor, at some other time following the year in which they are earned, at the end of which period any unused vacation entitlement shall be cancelled. Employees in the schools shall not take vacations while school is in session. The final decision as to the dates for taking vacations shall be made by the appropriate supervisor after taking into consideration all of the circumstances involved.

ARTICLE 54 CREDIT UNION SUMMER SAVINGS AND LOAN PAYMENT PLANS

1. The Board, upon proper authorization of the individual technical-clerical employee, will allow a payroll deduction for a summer savings plan with the Pittsburgh Teachers Credit Union.
2. The Board, upon proper authorization of the individual technical-clerical employee, shall permit a Credit Union payroll deduction for the purpose of repayment of Credit Union loans.
3. The Board, upon proper authorization of the individual technical-clerical employee, shall permit a Credit Union payroll deduction for the purpose of participation in a Credit Union-sponsored Twelve-Month Pay Club, the purpose of which is to provide checks to participants during the summer.

ARTICLE 55 OTHER BENEFITS

1. Retirement System Membership — Membership in the Pennsylvania Public School Employees' Retirement System shall continue as a technical-clerical employee benefit provided by the Board to all technical-clerical employees 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 technical-clerical employee benefit provided by the Board throughout the term of this Agreement, in accordance with the provisions of applicable Federal law.
3. Provisions of the federal "Consolidated Omnibus Budget

Reconciliation Act” (COBRA), which commenced in June of 1988, shall continue in effect.

ARTICLE 56

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 technical-clerical personnel. 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.

ARTICLE 57

ACCELERATED LEARNING ACADEMIES

The following working conditions shall apply to technical-clerical employees who work at Accelerated Learning Academies:

1. The length of workday shall be eight (8) hours, inclusive of a thirty (30) minute lunch period at elementary, K through 8 and middle academies.
2. The work year for technical-clerical employees at Accelerated Learning Academies shall be 200 workdays as follows:
 - 192 student days
 - 2 professional development days
 - 1 open house/parent conference day
 - 5 clerical days (one or more of these clerical days may be used for professional development)
3. The parties agree that technical-clerical employees selected to work in Accelerated Learning Academies may not seek voluntary transfers for a minimum of three (3) years.
4. Technical-clerical employees at Accelerated Learning Academies shall be paid in accordance with the technical-clerical salary schedule. Additionally, in recognition of the eight (8) hour workday and longer work year, technical-clerical employees at the academies shall receive:
 - a. An eight (8) hour work differential of \$1,000, and
 - b. An extended work year differential of \$1,900 annually, paid out over ten (10) months in ten (10) equal monthly amounts.

5. Technical-clerical employees at Accelerated Learning Academies may be required to shift their hours of work in order to accommodate all responsibilities.
6. Pursuant to Article 46, Sick Leave, technical-clerical employees at Accelerated Learning Academies shall be entitled to thirteen (13) days sick leave per year.
7. Snow and other emergency days shall be observed at Accelerated Learning Academies the same as at all other District schools.

ARTICLE 58
STUDENTS AND TEACHERS ACHIEVING RESULTS
(STAR)
PITTSBURGH PUBLIC SCHOOL-BASED
PERFORMANCE PAY PLAN

Pittsburgh schools that create a culture of collective problem-solving in order to achieve significant gains in student achievement as compared to schools State-wide or, in the case of PPS secondary schools, demonstrate significant student growth, will be rewarded for those efforts in the District's STAR Schools Plan. District and PFT representatives, including practicing teachers, will engage in preparation and planning during the 2010-2011 school year for the launch of STAR Schools plan at the start of the 2011-2012 school year. Planning will encompass refinement of the provisions below, as well as implementation details. Preparation and planning will also occur to determine how to include the district's three special education center schools, Conroy, McNaugher, and Pioneer. Consideration will also be given for the inclusion of the Student Achievement Center in the STAR Plan.

1. The annual growth in student achievement of PPS schools will be compared, by level, to the growth of schools in Pennsylvania as verified annually by the PA Department of Education. PPS schools that fall within the top 15% of the rank-ordered PA schools for growth, by level, will receive a school team bonus to be distributed to PFT-represented staff. In the case of secondary schools, significant student growth will be determined by multiple measures and may be based on relative growth.
2. STAR school staff may provide consultation in subsequent years to other schools attempting to achieve similar results.

3. It is the intention of the STAR Schools plan to reward at least eight (8) schools a year. Accordingly, if there are fewer than eight (8) schools in the top 15% of State-wide growth, then PPS school(s) up to that number will be identified in order of student growth, as long as such schools are within the top 25% of growth in the State, by level. Schools identified in this manner may receive a pro-rated bonus to distribute.
4. The total STAR School team bonus will be determined by the sum of:
 - a. The number of PFT-represented fulltime professional staff x \$6,000
 - b. The number of PFT-represented paraprofessionals and technical-clerical personnel x \$2,000
 - c. The number of PFT-represented professionals who are assigned to the school for at least one (1) day will be added using the following pro-rated amounts:

1 day per week -	\$1,200
2 days per week -	\$2,400
3 days per week -	\$3,600
4 days per week -	\$4,800
5 days per week -	\$6,000
5. The following template is provided as a model that STAR Schools may follow to distribute the school team bonus (identified in number 4 of this section):
 - a. PFT-represented fulltime professionals will receive \$6,000.
 - b. PFT-represented paraprofessionals and technical-clerical will receive \$2,000
 - c. PFT-represented professionals who are assigned to the building for at least one (1) full day will receive a pro-rated amount as follows:

1 day per week -	\$1,200
2 days per week -	\$2,400
3 days per week -	\$3,600
4 days per week -	\$4,800
5 days per week -	\$6,000
6. If a STAR School prefers to distribute an anticipated bonus dif-

ferently than set forth above, the school leadership team may prepare a proposed distribution method and submit such distribution method to PEP by November 1 of each year. The PEP Steering Committee will notify the STAR school whether or not the proposed distribution method is approved. The presumption will be to approve proposed distribution methods unless a good faith concern is present. If a proposed distribution method is not approved, an alternate plan may be brought forward from the STAR school within 30 days of the rejection or the school may use the “standard” distribution plan set forth above.

7. During the 2010-11 school year, a team of six center school teachers and three administrators, along with technical assistance from a number of outside agencies, will convene in order to plan a system by which our three PPS center schools (Conroy, McNaugher and Pioneer) can be included in this school-based program. This program will focus on measurable gains in student achievement, job and life planning, and placement and collaborative efforts with families and communities.

ARTICLE 59 RESIDENCY

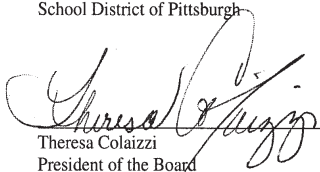
1. Residency requirements are mandatory subjects for bargaining under the Public Employe Relations Act (Act 195 of 1970). Act 36 of 1981 authorizes residency requirements only in the Pittsburgh and Philadelphia School Districts, and such residency requirements may only be prospective. The terms of this Residency Article terminate the PFT-Board Memorandum of Agreement, Residency Requirements, dated September 4, 1978.
2. Technical-clerical employees, as well as, other nonprofessional 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.
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 requirements specified in Section 2. of this Article.

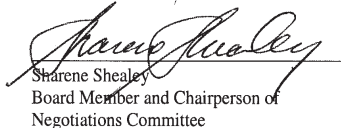
ARTICLE 60
TERM OF THE AGREEMENT

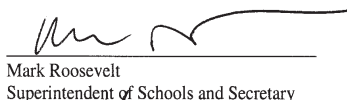
1. This Agreement shall be in effect from Thursday, July 1, 2010, until 11:59 p.m. on Tuesday, June 30, 2015. During the term of this Agreement, the Federation will not authorize, permit, or condone any work stoppage, slow-down, or other form of curtailment of effort, and the Board or its staff will not authorize or permit any lockout of Federation members or other persons covered by this Agreement.
2. The parties recognize that the early achievement and ratification of this Agreement extend to thirty-four (34) years, February 1976 through June 2010, the time period during which there has been no strike nor any negotiations-imposed strike threat or deadline. This has assured and continues to assure both effective and uninterrupted education to students, to their parents and guardians, and to the entire citizenry of Pittsburgh.

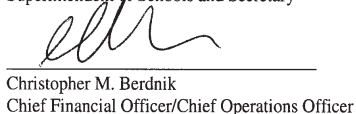
IN WITNESS WHEREOF, the parties hereto have set their hands this 14th day of June, 2010.

BOARD OF EDUCATION,
School District of Pittsburgh


Theresa Colaizzi
President of the Board


Sharene Shealey
Board Member and Chairperson of
Negotiations Committee

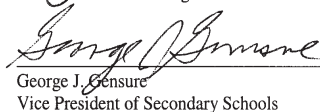

Mark Roosevelt
Superintendent of Schools and Secretary

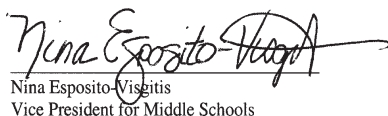

Christopher M. Berdnik
Chief Financial Officer/Chief Operations Officer

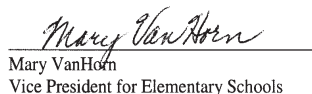

Jody Buchheit Spolar
Chief Performance Officer

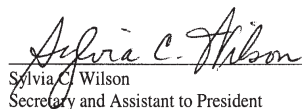
PITTSBURGH FEDERATION OF TEACHERS
Local 400, American Federation of Teachers,
AFL-CIO

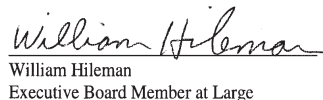

John Tarka
President and Chief Negotiator


George J. Gensure
Vice President of Secondary Schools


Nina Esposito-Visgittis
Vice President for Middle Schools


Mary VanHorn
Vice President for Elementary Schools


Sylvia C. Wilson
Secretary and Assistant to President


William Hileman
Executive Board Member at Large

