

**Tentative Agreement for a Successor to the Collective Bargaining Agreement that
expired on June 30, 2017 by and between the Pittsburgh Board of Public Education
and the Pittsburgh Federation of Teachers Local 400 for Teachers and other
Professional Employees**

The parties have agreed to recommend for ratification the following provisions for a contract commencing July 1, 2017. The contract would continue the existing terms and conditions set forth in the expired agreement with the changes set forth below:

1. The term of the agreement shall be three (3) years, covering the period July 1, 2017 through June 30, 2020. All terms and provisions of this agreement shall be prospective unless another date is specified.
2. The career ladder salary schedule for teachers hired on or after July 1, 2010 will be eliminated effective July 1, 2017 and replaced with the schedule attached hereto as **Exhibit A**.
3. The salary schedule for teachers hired before July 1, 2010 shall be increased 2% per year on Step retroactive to the start of the 2017-2018 school year; 2% on Step effective for the 2018-19 school year; and 2% on Step effective for the 2019-20 school year. The revised schedules are attached hereto as **Exhibit B**.
4. The separate Bachelors and Masters Salary Schedules for Preschool Teachers (Early Childhood) Level II and Preschool Teachers (Early Intervention) Level III shall be combined into one scale for Bachelors and one scale for Masters at the higher rates effective July 1, 2018. The currently separated scales shall be increased 2% on Step retroactive to the start of the 2017-18 school year. The combined scales shall increase 2% on Step effective July 1, 2018 and shall increase 2% on Step effective July 1, 2019. Effective July 1, 2018, all Early Childhood Teachers will teach a standard seven hour and 16 minute day. The wage schedules are attached hereto as **Exhibit C**.
5. The other salary schedules (Counselors, Psychologists, Social Workers, Nurse Practitioners and Dental Hygienists, School to Work Transition Teachers, 12 Month/Calendar Year PFT-Represented Professionals, Sign Language Interpreters, Certified Therapy Assistants (COTA) and Physical Therapy Assistants, Family Service Specialists, Special Services Coordinators, Parent Involvement Volunteer Coordinators, Health Coordinators, Nutrition Specialists, Full Time Substitute Teachers and the Schedule for Special Service Providers) shall be increased as follows:
 - 2% on Step, retroactive to the start of the 2017-2018 school year
 - 2% on Step, effective for the 2018-2019 school year
 - 2% on Step, effective for the 2019-2020 school year
6. The District shall, as soon as practicable following ratification by both parties, offer health care plans as follows:

- a. The Pittsburgh Board of Education shall offer two (2) health insurance plans from which employees and retirees may select consisting of either the CommunityBlue Flex PPO or the UPMC PPO with the plan design set forth in the document attached hereto as **Exhibit D**.
- b. The following language will be inserted into the parties' collective bargaining agreement:

If the District receives notice or information indicating that its health care plan costs will subject the plan to the Affordable Care Act's "Cadillac Tax" excise tax, the District will give the Pittsburgh Federation of Teachers written notice of that fact and the parties will immediately meet to bargain changes in the plan design, plan, and/or plan carriers in order to avoid the imposition of the tax. If no agreement is reached within fourteen (14) days of the District's written notice to the PFT regarding this issue, then the parties will proceed to an expedited arbitration proceeding with an arbitrator selected pursuant to the terms of the collective bargaining agreement's grievance and arbitration procedure. The sole purpose for that expedited arbitration proceeding will be for the arbitrator to modify the plan, plan design, and/or plan carrier in order to eliminate exposure to the "Cadillac Tax". The decision of the arbitrator on this issue shall be issued within forty-five (45) calendar days of the District's written notice that the plan is subject to the "Cadillac Tax."

7. The August 1 provision related to position incumbency shall be eliminated District-wide as of July 1, 2018.
8. Article 51 – Teachers Scheduling shall be revised to provide as follows:
 1. No later than March 1 of each school year, schedule preference sheets will be distributed to all teachers at each school. Teachers may then indicate their schedule preference including subject, grade, alternative schedules, shift and time of preparation period. Teachers must return the sheets within one (1) week of the time receiving them.
 2. Principals shall review all teachers' preferences, and shall seek further input of the teachers and the instructional cabinet at each school, to determine the schedule assignments that will best meet the needs of each school. The teacher's schedule preference will be honored to the extent possible in the preparation of schedules for the following school year except as provided below.
 3. For each school year, District-wide, there shall be 35 assignments within the K-5 grade span that are available to principals as involuntary assignments to complete school schedules District-wide that will best meet the needs of each school. The allocation of 35 involuntary assignments shall be inclusive of the resultant assignments that may be necessary to implement the involuntary assignments (i.e. if a 4th grade teacher is involuntary assigned to 3rd grade, and as a result it is necessary to move a 3rd grade

teacher to 4th grade, those moves shall constitute one of the 35 total allocation of involuntary transfers.)

4. The allocated involuntary assignments District-wide set forth in Section 3. above shall be utilized to assign teachers to grade level assignments one grade above or one grade below current grade level assignments for each teacher so assigned.
5. There shall be no more than three involuntary assignments at any one school, not including the resultant assignment, if any.
6. In any event, no teacher can be involuntarily assigned more than once in a five-year period.
7. Any involuntary assignment, if different than a teacher's preference, must consider student data, teacher performance, and other factors consistent with the mission of maximizing student achievement and meeting the goals established by the District. It is expected that a Principal shall meet with a teacher before issuing the schedule should the Principal anticipate making a teaching assignment not consistent with the teacher's preference.
8. Assignments and teaching schedules shall be presented to teachers no later than May 1. Assignments that do not reflect a teacher's preference will contain a rationale as set forth in Section 7 above. It is understood that the assignments may change depending upon staff changes.
9. Should a teacher not agree with an involuntary assignment, the teacher may submit a letter of appeal through the Federation to the Deputy Superintendent to be received no later than two weeks after receiving the assignment. The letter of appeal must contain the reasons upon which the teacher is appealing the assignment. The letter must be delivered by hard copy to the Deputy Superintendent with copies to the Chief of School Performance, the appropriate Assistant Superintendent and the Principal, no later than May 15.
10. All properly documented appeals submitted to Deputy Superintendent by May 15 shall be submitted to expedited arbitration on or before May 20. Mutually selected neutral arbitrator(s) who have been retained by the parties shall hold review hearings with each teacher between June 1 and June 10 each year (or an equivalent 10-day window). At each hearing the Arbitrator shall receive information from the teacher, the principal and the Assistant Superintendent. The teacher may present any information he or she deems relevant. The parties may be represented at the hearing. The hearings will be of an established length of time (e.g. 90 minutes).
11. The Arbitrator shall issue a concise written decision within ten (10) days of the hearing, or the last day of the work year for teachers, which ever is later, and said decision shall contain the rationale for the decision. The involuntary assignment shall be affirmed unless it is determined to be arbitrary and/or capricious. The decision of the Arbitrator shall be final.

12. The Federation will not bring any appeals on behalf of teachers who are impacted by a return to a teacher's preferred assignment pursuant to an arbitrator's decision.
13. The dates referenced above may be adjusted to meet the needs of the parties but shall not cause the final decision to extend beyond the timeline set forth above.
14. The above provisions are not applicable to teachers in the 6-12 grades and schedule assignments in such grades shall continue to be handled as they have in the past such that all efforts will continue to be made to give each teacher at least one or two of the subjects/classes that s/he requests. Principals have the responsibility to complete a master schedule that fulfills the mission of the school.

9. Article 42 – Coaching Vacancies shall be revised to provide as follows:

In order to be eligible for selection for a particular coaching position, a teacher must be qualified for the coaching position.

1. Coaching positions, except those that are vacant, will no longer be posted annually. A coach who is satisfactorily filling a coaching position and who wishes to continue to do so will serve in the coaching position the following school year.
2. When there is a vacancy, positions may be posted internally and externally (at the same time) so all qualified candidates have an opportunity to apply. Building Representatives will participate in the interview process. The District shall have the right to select the candidate it deems most qualified from all of the applicants.
 - a. When a qualified coach has been hired to fill a coaching position, pursuant to Section 1 above, he/she shall be able to continue in the coaching position in succeeding school years so long as his/her service in the coaching position is satisfactory.
 - b. When a qualified coach has been hired to fill a coaching position, pursuant to Section 2.a. above, he/she shall be able to continue in the coaching position in succeeding school years so long as his/her service in the coaching position is satisfactory. Should such a coach subsequently leave coaching employment or be terminated, that coaching position shall be posted internally and externally as a vacant coaching position.
3. In filling a coaching vacancy, travel time to the school where the coaching position is open shall continue to be a consideration.
4. A coach who is also a teacher and is involuntarily transferred from the school where he or she coaches will be permitted to retain his/her coaching assignment at the original school if his/her schedule need not be altered in order for the assignment to be fulfilled.

5. Selections should be made to avoid having an eligible coach appointed to more than one (1) coaching position in any season. This provision will not apply if other eligible applicants are not available for a coaching position.
6. The Pittsburgh Board of Education continues to have the right to utilize any previously existing additional criteria, if any, that properly apply to the filling of coaching vacancies.
10. Article 116 – Salary Schedules for Coaching. The salary schedules for coaching positions shall be increased twelve percent (12%) effective July 1, 2017. The revised schedule is attached hereto as **Exhibit E**.
11. The parties agree to incorporate the Tentative Agreements previously reached, and those are attached hereto as **Exhibit F**.
12. Retroactive payment of wages less any required adjustment for health care contributions, both of which were frozen during the status quo, will be made as soon as practicable following ratification.

Nina E. [Signature] PFT Feb 27, 2018
[Signature] *Anthony [Signature]* *PPS* Feb 27/2018

Exhibit A

**Wage Scale for Teachers Hired after July 1, 2010 and 2017-2018
Effective July 1, 2017**

	2017-2018	2018-2019	2019-2020
1	\$46,000	\$46,920	\$47,858
2	47,500	48,450	49,419
3	49,000	49,980	50,980
4	50,500	51,510	52,540
5	52,000	53,040	54,101
6	56,000	57,120	58,262
7	60,000	61,200	62,424
8	64,000	65,280	66,586
9	68,000	69,360	70,747
10	72,000	73,440	74,909
11	82,000	83,640	85,313
12	91,555	93,386	95,254

*Effective July 1, 2017, employees who are currently on the career ladder salary schedule will be placed on the above schedule at the next higher Step than the step they are on as of June 30, 2017 provided the increase is at least 2%. If the increase would not equal at least 2%, the employee will receive one step in addition to the placement described above. Employees will stay on this step for the duration of the 2017-18 school year. Effective with the 2018-19 school year, employees will move on the above schedule on their normal increment date. Teachers at Level 2 of the career ladder salary schedule who were at a level decision as of June 30, 2017, and who would have been eligible to move two levels for the 2017-2018 school year, shall receive one step in addition to the placement described above for a placement no greater than two steps higher than the step they are on as of June 30, 2017.

*The teachers/professionals increment (TPI) provided under Article 111 would be available to employees hired after July 1, 2010 after completion of 5 years at step 12 or completion of sixteen (16) years of teaching with the School District of Pittsburgh, whichever first occurs.

*The longevity increment under Article 110 would be available to teachers hired after July 1, 2010 after twenty-four (24) years of teaching with the School District of Pittsburgh.

*Advance study credit above Masters would be applicable to the above schedule beginning July 1, 2018.

Exhibit B

	Bachelors			
	<u>9/16</u>	<u>9/17</u>	<u>9/18</u>	<u>9/19</u>
1	40,736	41,551	42,382	43,230
2	42,516	43,366	44,233	45,118
3	44,006	44,886	45,784	46,700
4	45,363	46,270	47,195	48,139
5	46,854	47,791	48,747	49,722
6	48,314	49,280	50,266	51,271
7	49,661	50,654	51,667	52,700
8	51,050	52,071	53,112	54,174
9	52,571	53,622	54,694	55,788
10a	68,349	69,716	71,110	72,532
10b	85,647	87,360	89,107	90,889

	Masters			
	<u>9/16</u>	<u>9/17</u>	<u>9/18</u>	<u>9/19</u>
1	42,885	43,743	44,618	45,510
2	44,839	45,736	46,651	47,584
3	46,577	47,509	48,459	49,428
4	47,913	48,871	49,848	50,845
5	49,353	50,340	51,347	52,374
6	50,823	51,839	52,876	53,934
7	52,098	53,140	54,203	55,287
8	53,383	54,451	55,540	56,651
9	54,792	55,888	57,006	58,146
10a	71,504	72,934	74,393	75,881
10b	89,760	91,555	93,386	95,254

Exhibit C

PRESCHOOL SALARY SCHEDULES
Preschool Teachers (Early Childhood), Level II

Bachelor's Degree

	2016-2017	2017-2018
1	\$35,410	\$36,118
2	38,587	39,359
3	41,764	42,599
4	44,942	45,841
5	46,217	47,141
6	47,482	48,432
7	48,869	49,846
8	50,350	51,357
9	51,830	52,867
10	55,748	56,863

Master's Degree

	2016-2017	2017-2018
1	\$37,210	\$37,954
2	40,387	41,195
3	43,564	44,435
4	47,913	48,871
5	49,291	50,277
6	50,659	51,672
7	52,149	53,192
8	53,630	54,703
9	55,121	56,223
10	59,028	60,209

Exhibit C

PRESCHOOL SALARY SCHEDULES
Preschool Teachers (Early Childhood), Level III

Bachelor's Degree

	2016-2017	2017-2018
1	\$40,736	\$41,551
2	42,516	43,366
3	44,006	44,886
4	45,363	46,270
5	46,854	47,791
6	48,314	49,280
7	49,661	50,654
8	51,050	52,071
9	52,571	53,622
10	56,807	57,943

Master's Degree

	2016-2017	2017-2018
1	\$42,885	\$43,743
2	44,839	45,736
3	46,577	47,509
4	47,913	48,871
5	49,353	50,340
6	50,823	51,839
7	52,098	53,140
8	53,383	54,451
9	54,792	55,888
10	60,086	61,288

Exhibit C

PRESCHOOL SALARY SCHEDULES
Preschool Teachers (Early Childhood and Early Intervention)

Bachelor's Degree

	2018-2019	2019-2020
1	\$42,382	\$43,230
2	44,234	45,118
3	45,784	46,700
4	47,195	48,139
5	48,747	49,722
6	50,266	51,271
7	51,667	52,700
8	53,112	54,174
9	54,694	55,788
10	59,102	60,284

Master's Degree

	2018-2019	2019-2020
1	\$44,618	\$45,510
2	46,651	47,584
3	48,458	49,428
4	49,849	50,845
5	51,347	52,374
6	52,876	53,934
7	54,256	55,341
8	55,797	56,913
9	57,347	58,494
10	62,514	63,764

Exhibit D

CommunityBlue Flex PPO

	Enhanced Value	Standard Value	Out-of-Network
Deductible			
Individual	None	\$500	\$1,000
Family	None	\$1,000	\$2,000
Coinsurance	100%	90% after deductible	75% after deductible
Out-of-Pocket Max.			
Individual	None	\$1,500	\$3,000
Family	None	\$3,000	\$6,000
Preventative Care			
PCP Visit	100% after \$15 copay	100% after \$20 copay	75% after deductible
Specialist Visit	100% after \$30 copay	100% after \$30 copay	75% after deductible
Retail Clinic Visit	100% after \$15 copay	100% after \$20 copay	75% after deductible
Urgent Care Visit	100% after \$15 copay	100% after \$20 copay	75% after deductible
Telemedicine	100% after \$15 copay	100% after \$20 copay	Not Covered
Emergency Room	100% after \$75 copay (waived if admitted)	100% after \$75 copay (waived if admitted)	100% after \$75 copay (waived if admitted)
Retail Rx	34 day supply (eliminate the 100 unit option)		
Generic	\$10	\$10	
Brand	\$20	\$20	
Brand Non-Formulary	\$40	\$40	
Mail Order RX	90 day supply		
Generic	\$10	\$10	
Brand	\$20	\$20	
Brand Non-Formulary	\$40	\$40	

Exhibit D

UPMC PPO

	In-Network	Out-of-Network
Deductible		
Individual	None	\$1,000
Family	None	\$2,000
Coinsurance	100%	75% after deductible
Out-of-Pocket Max.		
Individual	None	\$3,000
Family	None	\$6,000
Preventative Care		
PCP Visit	100% after \$15 copay	75% after deductible
Specialist Visit	100% after \$30 copay	75% after deductible
Retail Clinic Visit	100% after \$15 copay	75% after deductible
Urgent Care Visit	100% after \$15 copay	75% after deductible
Telemedicine	100% after \$15 copay	Not Covered
Emergency Room	100% after \$75 copay (waived if admitted)	100% after \$75 copay (waived if admitted)
Retail Rx	34 day supply (eliminate the 100 unit option)	
Generic	\$10	
Brand	\$20	
Brand Non-Formulary	\$40	
Mail Order Rx	90 day supply	
Generic	\$10	
Brand	\$20	
Brand Non-Formulary	\$40	

Exhibit E

Athletic Coach Salary Proposal
Effective July 1, 2017

			2017-2018
		Current	12%
1. Senior High Schools (Boys' Sports)			
Football	Head Coach	\$6,673	\$7,474
	1 st Assistant Coach	4,711	5,276
	2 nd & 3 rd Assistant Coaches	3,449	3,863
	4 th & 5 th Assistant Coaches*	2,708	3,033
Basketball	Head Coach	6,673	7,474
	Assistant Coach	4,373	4,898
Baseball	Head Coach	4,150	4,648
	Assistant Coach	2,694	3,017
Track	Head Coach	3,670	4,110
	Assistant Coach	2,694	3,017
Swimming		3,560	3,987
Volleyball		3,560	3,987
Wrestling	Head Coach	3,911	4,380
	Assistant Coach**	2,693	3,016
Soccer	Head Coach	2,976	3,333
	Assistant Coach**	2,029	2,272
Cross-Country (Coeducational)	Head Coach	2,140	2,397
	Assistant Coach**	1,553	1,739
Tennis		1,973	2,210
Golf (Coeducational)		1,973	2,210
2. Senior High Schools (Girls' Sports)			
Basketball	Head Coach	\$6,673	\$7,474
	Assistant Coach	4,373	4,898
Track	Head Coach	3,670	4,110
	Assistant Coach	2,694	3,017
Softball	Head Coach	4,150	4,648
	Assistant Coach	2,694	3,017
Soccer	Head Coach	2,976	3,333
	Assistant Coach	2,029	2,272
Swimming		3,560	3,987
Volleyball		3,560	3,987
Tennis		1,973	2,210
3. Middle Schools (Boys' Sports)			
Basketball***		\$2,470	\$2,766
Wrestling		2,469	2,765
Swimming		1,973	2,210
Softball***		1,867	2,091
Soccer***		1,827	2,046
Volleyball		1,629	1,824

Exhibit E

Cross-Country (Coeducational)***		1,629	1,824
4. Middle Schools (Girls' Sports)			
Basketball***		\$2,470	\$2,766
Swimming		1,973	2,210
Softball***		1,867	2,091
Soccer***		1,827	2,046
Volleyball		1,629	1,824

Exhibit F

ARTICLE 123 SALARY CORRECTIONS

Revise Sections 2 and 3 of Article 123 to provide as follows:

2. If a teacher 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 teacher should actually be receiving, the teacher shall ~~not be required to make repayment to the Board for a period not to exceed six (6) work months with said six (6) months being back dated from the date when the teacher was provided with notice of the overpayment provided that the Board is correct in its assessment that there has been an overpayment. The length of time from the date of notice to the employee until the date 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 recoupment of an overpayment, any back payment to the Board for said salary overpayment. The Board shall have the right to correct the teacher's salary effective with the initial month when the Board originally discovers the salary overpayment and so informs the teacher and the union, provided that the Board is correct in its assessment that a salary overpayment is occurring. In the event that any delay should occur in such a correction, the Board shall be entitled to make the correction in salary payment retroactive to that initial month, again provided that the Board is correct in its determination that a salary overpayment is occurring.~~
3. ~~The provisions of Section 2, shall not apply:~~
 - a. ~~In any circumstance where the teacher has furnished false or incorrect information; or~~
 - b. ~~In any case where an overpayment is the result of a mechanical malfunction, an incorrectly issued paycheck, or any error not related to the calculation of a teacher's monthly or annual salary.~~

The provisions of Section 2, shall not apply to an incorrect initial step placement contained in the written offer of employment after that offer has been accepted.

Nina Espinoza-Vasquez
6-20-17

[Signature]
6/20/17

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Exhibit F

ARTICLE 144 SICK LEAVE

Revised Article 144, Section 8. to provide as follows:

8. A maximum of five (5) of the total allotment of twelve (12) sick leave days per school year may be used for the serious illness of a teacher's child ~~(16 years of age or younger) or a teacher's parent, parent, or a teacher's child 16 years of age or younger, or any age if that child has a permanent disability that requires care by a 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).

Nina Esposito-Vogt
6-20-17

[Signature]
6/20/17

Exhibit F

**ARTICLE 8
FAIR PRACTICES**

Revise Article 8 to provide as follows:

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


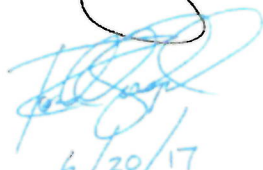
Nina Eposito-Usgaitis
6-20-17

6/20/17

Exhibit F

**ARTICLE 37
PERSONNEL FILE PROCEDURES AND CLEARANCES**

Delete the language currently set forth in Section 2 and replace with the following language:

2. The District will comply with all applicable law(s) regarding the obligation of employees to submit requisite clearances and, accordingly, all employees must comply with the District's directives related to the submission of clearances.

Nina Espino-Vegiles
6-20-17

6/20/17

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