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~~75~~ Significant Take-backs in PPS's Initial Proposal

(Revised 10/15/13)

The School Board's initial "aggressive" proposal included 75 significant take-backs. The Board's latest proposal on October 9th still contains the following 51 significant take-backs:

- 1. Workload:** Eliminates longstanding Work Load section of the contract. (20D) *This language was the basis for the 6 of 8 workload ruling at the high schools. According to Brock Logan, eliminating this work load language would allow the Board to also eliminate student load limits at the high schools. It would also allow the District to increase workload at any level unless "the Board's operational and management rights" are "specifically altered or amended by the expressed terms of the Agreement". (See number 9.) Examples of increased workload covered by this language could include new requirements for Synergy, or increasing the requirement to collect student data.*
- 2. Insurance:** Eliminates percentage co-pay for insurance premiums (93%/7%). Creates an insurance cap. (14A2) *Once members have an insurance cap, we would need to bargain all increases to the cap. The current language automatically increases District contributions when the rates are adjusted. This could be a big disadvantage every time we end up working without a contract. Groups with insurance caps have seen the cost of insurance increases shift from the employer to the employees. The Board has demanded an insurance cap even though insurance costs for PAT are expected to decline next year.*
- 3. Insurance:** Increase the insurance cap by 2% each of four years of the District's proposal. *Average insurance costs have risen 8%-10% with potential increases in any year greatly exceeding this number. Any increase above the 2% would be entirely the responsibility of the member.*
- 4. Insurance:** Eliminates maintenance of insurance benefits. (14A3) *Members would lose control over changes made to plan benefits and design. According to the Board's proposal insurance benefits would be decided by the Trust or the insurance companies. Members could see significant increases in out-of-pocket costs through changes in co-pays, co-insurance, definitions and exclusions.*
- 5. Evaluation:** Eliminates timelines for principals/evaluators to complete evaluations. (8A) *This would allow supervisors to evaluate members even on the last day of the school year and not to supply timely evaluation feedback to members in a manner that would leave them time to work on suggestions for improvement.*



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6. Evaluation: Limits grieving evaluations including bad faith evaluations and evaluations that are clearly untrue and limits violations of the Evaluation Handbook to violations of a “specific objective provision”. (8E) *This would allow principals to add evaluation comments without supporting evidence. It would also allow them to continue their practice of adding comments about not volunteering to exceed other provisions of the contract to the evaluations.*

7. Eliminates all language around complaint procedures including: (8H)

- **Eliminates requirement to process complaints in a timely manner. (All timelines eliminated)**
- **Eliminates requirement to reduce complaint to writing.**
- **Eliminates requirement to conference with the member.**
- **Eliminates requirement to tell member of the nature of the complaint or even that the complaint exists.**
- **May eliminate right of member to representation.**

We are already having multiple cases of supervisors ignoring the complaint procedure and including negative comments on evaluations or on “non-disciplinary letters of instruction” without conducting an investigation to prove that the complaint was true and within the control of the member. The deletion of this language could greatly increase the number of these cases and hamper our ability to grieve unjust uses of complaint information.

8. Workday: Expands building hours to between 7:30 am – 4:30 pm from 8:00 am – 4:00 pm. (20A2) *The District may stagger hours/work schedules for members and students. There is no protection that the schedule would be consistent from day to day.*

9. Management Rights: Expands Management Rights. Allows the Board to make unilateral changes to policy and administrative directives unless they are “specifically altered or amended by the expressed terms of the Agreement”. Their new proposal includes a lengthy list of areas of “the Board’s operational and managerial rights”: including transfers, layoffs, evaluation, safety and student discipline. *This will make grievances over past practice and new management directives more difficult.*



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10. Salary Schedules: Eliminates BA+15/BA+45/BA+75/MA+15/BA+90/MA+30 lanes. (Appendix A) *This would greatly decrease new members' earnings as they progress through the lanes.*

11. Layoff: Adds "competence" to length of service as perhaps equal criteria for layoff. (11B) The Board's proposal also narrowly defines competence as "the ability to teach a subject or grade level Based on recent teaching experience related to that subject or grade level within the last five years". *Based on this definition the District can lay off more senior members in one subject by assigning them to a subject that the member has not taught in the last five years. With efforts to use numerical evaluation scores based on averaging the rankings on each evaluation element, competence may use average evaluation scores to rank educators for layoffs.*

12. Layoffs: Eliminates requirement to allow retraining if member asserts the right to be retrained if laid off. (11C) *New language allows the District to consider retraining if it chooses.*

13. IEP meetings: Eliminates language requiring IEPs outside of the workday to be voluntary (20B4). *Educators involved with IEP meetings and other conferences regarding IEPs could be required to meet beyond work hours with no restrictions on notice or how many times this could happen.*

14. IEP meetings: Eliminates language allowing professional educators to get substitutes during the workday to hold IEPs (20B4)

15. IEP meetings: Caps the number of hours of reimbursement for IEP conferences outside of the workday to sixty hours. *Combined with numbers 12 and 13 above, this would require many school psychologists, speech and language pathologists, and other special educators to work numerous evenings without pay. Some educators are estimated to lose over \$9,000 in extra compensation.*

16. Eliminates standardized testing language. *This would allow evaluation and criticisms of teachers to be based on comparisons of student performance on standardized tests. (8K) It may also open the door to using student testing data as the basis for making other employment decisions such as transfers and layoffs.*



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17. **Retirement:** Eliminates retirement stipend after June 30, 2014 for those whose retirement did not commence prior to that date. (22B)

18. **Retirement:** Eliminates retiree insurance if not elected by June 30, 2014. (14A6)
19. **Retirement:** Eliminates maintenance of benefits for retiree insurance. (14A6)
20. **Retirement:** Eliminates option for retirees to self-pay insurance until age 60 and delay district paid insurance until age 60. (14A6)
21. **School Psychs:** Eliminates scheduling/work day language for school psychs, et.al. (20A13)
22. **Substitutes:** Eliminates language about making every effort to hire substitutes. (20A14)
23. **Substitutes:** Eliminates language allowing teachers to request preferred substitutes. (20A14).
24. **Layoffs:** Eliminates medical insurance benefit (3 months) after being laid off. (11E)
25. **Duration:** Locks contract terms in for four years. (23) *Prevents PAT from reopening negotiations over other contract language for four full years. This may be highly problematic considering the ongoing problem with multiple grievances of the contract.*
26. **Management Rights:** Deletes language requiring the District to comply with “the duties and responsibilities conferred upon and vested in it by the laws of the State of Oregon”. *This language eliminates the right to grieve violations of State law.*
27. **Leaves:** Deducts differential pay for injury on duty from paid leave. (18A2) *Current language has the District pay full salary and benefits when a member is injured at work. This differential pay makes up the difference between what the member would receive from worker’s compensation and his/her salary. The District’s proposal now deducts this leave from sick leave and eliminates it when sick leave runs out.*
28. **Leaves:** Eliminates unpaid Child Care Leave (unpaid up to a year) for probationary members. (18C2a)



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29. Leaves: Disavows practice of allowing Association leaves without prior request and authorization. (18.C.7) (04/25/13 letter)
30. Transfers: Reduces five-day posting requirement for positions to three days. Deletes definition of postings, assignments and vacancies. (10B)
31. Transfers: Eliminates most language referring to rounds/phases. (10C)
32. Transfers: Restricts members from applying for a second transfer in one year. (New 10C3)
33. Transfers: Reduces incentive payments for early notice of retirement/resignation. (10B4)
34. Transfers: Eliminates language about voluntary unassignments (with rights). (10C4 & 10C5)
35. Transfers: Adds language restricting members on POA from requesting a transfer. (Former 10D10)
36. Transfers: Eliminates requirement to interview members with five years or more of experience for voluntary transfers. (Former 10D8).
37. Transfers: Opens administration transfer language to any reason (*not such changes in staffing due to money or changes in enrollment/program*). (10D1)
38. Transfers: Eliminates right to representation in meetings concerning the transfer process. (10D5)
39. Transfers: Disavows the practice of assigning/transferring school psychologists. (04/25/13 letter) District has also refused to bargain over this provision.
40. Transfers: Prevents members from grieving transfers.
41. Grievance procedure: (6B3) *The District's new proposal provides that an individually-adjusted grievance decision shall be forwarded to the Association. (But does not restore current language that requires advance notice to the Association and an opportunity to be present at all*



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such grievance meetings prior to a decision being made.) This will make it difficult to monitor whether these individual remedies are consistent with the collective bargaining agreement.

42. Grievance Procedure: Eliminates BOE from grievance procedures. (6CII3) *This further separates the decision-makers from knowing what is happening in the schools and makes it more difficult to hold them responsible for decisions to violate the contract.*

43. Grievance procedure: Adds timeline in grievance process that creates a problematic timeline to arbitrate cases. *This would be problematic because of the excessive number of*

grievances that currently exist. If we do not have the time and/or money to process the cases, the District would be able to implement changes to the contract and/or violate the contract without members being able to have their case reviewed by an independent arbitrator. (6D opening)

44. Non-discrimination: Cannot arbitrate grievances over discrimination. (7A)

45. Non-discrimination: Deletes language protecting against reprisals for filing a grievance. (7C) *This would allow the district to retaliate against employees who file grievances.*

46. Deletes language allowing members to participate in legally sanctioned activities authorized by Oregon law (referring to work stoppages). (20C4)

47. Disavows practice of allowing teachers to opt out of first quarter grading/progress reports. (20A17) (04/25/13 letter)

48. Changes separation clause from "illegal" to "invalid". *This could expand the District's ability to force mid-term changes to the contract. (Article 1G).*

49. Association Rights: Limits Association Rights including access to personnel file information (04/25/13 letter). *This is part of a larger strategy to hinder PAT's ability to maintain the contract and to advocate for members in need.*

50. Association Rights: Requires the Association to pay the District to prepare information requests (2B). *This may be a financial burden considering the District's strategy to violate the contract and force us to grieve. We have over 100 outstanding grievances. Often*



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the District delays providing information to the Association and/or provides information not requested instead.

51. Association Rights: Deletes language allowing released time for building reps (2D).



