

PAT Comparison of Tentative Agreement (TA) and 2010-13 Contract (02/24/14)

Article 1: Status and Effect of Agreement *This article primarily contains general definitions including who is included and excluded from the PAT bargaining unit. It also contains the maintenance of benefits clause to include unwritten past practices, and provides that other sections of the contract remain in full force and effect in the event that any specific section should be ruled illegal by a court in the future.*

<p>Improvements</p> <ul style="list-style-type: none"> • Changes “unit member” or “teacher” to “professional educator” throughout document • Includes more specific general definitions • More specific definitions for temporary teachers and substitutes (who is included and excluded from the bargaining unit) • More inclusive definition for probationary and contract professional educators • Defines the contract exception process 	<p>Takebacks</p> <ul style="list-style-type: none"> • Limits the number of printed contracts to 1,000 (requires contract to be posted on PPS website instead)
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Article 2: Association Rights *Defines the right of the Association to use school property and equipment, to hold building meetings, to name PAT members to committees, to speak at Board meetings, etc.*

<p>Improvements</p> <ul style="list-style-type: none"> • Updates language about use of school equipment, email and mail system • Clarifies other rights language 	<p>Takebacks</p> <ul style="list-style-type: none"> • None
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Article 3: Management Rights *Defines management rights. The District originally proposed a great expansion of this article. It ended up remaining current language.*

<p>Improvements</p> <ul style="list-style-type: none"> • None 	<p>Takebacks</p> <ul style="list-style-type: none"> • None
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Article 4: Negotiation Procedures *Defines general procedures around bargaining including the timeline to begin bargaining, release time for the bargaining team, and language on strikes and lockouts.*

<p>Improvements</p> <ul style="list-style-type: none"> • Adds no illegal lockout language 	<p>Takebacks</p> <ul style="list-style-type: none"> • None
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Article 5: Administration of the Contract *Includes monthly contract administration meetings, building meetings between principals and PAT reps and the process to amend the contract mid-term.*

<p>Improvements</p> <ul style="list-style-type: none"> • Adds minor clarifications 	<p>Takebacks</p> <ul style="list-style-type: none"> • None
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Article 6: Grievance Procedure *The District originally proposed deleting much of this article. The Board’s initial proposal would have made it more difficult to process grievances and to guarantee representation throughout the process. The tentative agreement eliminates most of those takebacks.*

<p>Improvements</p> <ul style="list-style-type: none"> • Adds definitions for group grievances, clarifies “days” for this article, etc. • Clarifies number of representatives, witnesses released to attend meetings • Allows grievant to be released to attend meetings 	<p>Takebacks</p> <ul style="list-style-type: none"> • Extends timelines for district to respond from 7 to 10 working days • Adds timeline for new grievances to be moved to arbitration
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Article 7: Non-Discrimination *The Academic Freedom section was moved to a new Article 12B. The Board originally wanted to restrict the number of categories (e.g., race, color, age) protected against discrimination in this section and limit the right to grieve this article. We retained all categories, but had to partially limit the right to grieve to arbitration because of a legal ruling in this area.*

<p>Improvements</p> <ul style="list-style-type: none"> • None 	<p>Takebacks</p> <ul style="list-style-type: none"> • Restricts use of arbitration in discrimination grievances that are also able to be filed as discrimination lawsuits.
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Article 8a: Evaluation *The original Article 8 is divided up into three articles: 8a: Evaluation, 8b: Complaint Procedure, and 8c: Personnel files. The Board originally proposed deleting most of the evaluation article, including the student testing language. It also wanted to restrict what could be grieved. We not only retained most of the current contract language (including the student testing and right to grieve procedures and whether an item was clearly untrue), but added significant new language concerning the new Handbook and Evaluation Framework.*

<p>Improvements</p> <ul style="list-style-type: none"> • Adds new Evaluation and Framework to article. Revisions of the Handbook must be mutually agreed upon. • Evaluator’s ratings must be based on direct evidence supporting the rating. • Adds clarification of use of observations by non-administrators • Adds language clarifying evaluation cycles • Adds language concerning formal observations and summative evaluations • Adds ability to grieve violations of specific provisions of the Handbook 	<p>Takebacks</p> <ul style="list-style-type: none"> • Eliminates ability to grieve evaluations that allege “bad faith”
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Article 8b: Complaint Procedure *The Board originally proposed deleting the entire procedure. The TA is current language. This language was moved from the original Article 8: Evaluation.*

<p>Improvements</p> <ul style="list-style-type: none"> • None 	<p>Takebacks</p> <ul style="list-style-type: none"> • None
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Article 8c: Personnel File *The Board originally proposed restricting your access to secret building personnel files. The TA is essentially current contract language. The original language was in Article 8: Evaluation.*

Improvements <ul style="list-style-type: none"> • None 	Takebacks <ul style="list-style-type: none"> • None
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Article 9: Professional Educator Rights and Just Cause *This article contains just cause protections and language about disciplinary procedures, including your right to representation. PAT sought to add new language in response to numerous disciplinary cases which arose over the term of the last contract.*

Improvements <ul style="list-style-type: none"> • Adds language about reasons to be examined by a PPS designated physician. • Adds language concerning suspensions • Adds language (Section 9P)prohibiting the use of student performance on standardized tests as a basis for involuntary transfers, layoff, placement on the salary schedule, and/or disciplinary action • Adds Respectful Working Environment language (Section 9Q), to protect against threatening, intimidating or offensive behavior 	Takebacks <ul style="list-style-type: none"> • None
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Article 10: Transfers and Appendix X *The Board sought and achieved some changes to this article that it had been seeking for decades. PAT bargained to balance these changes with improvements within this article and in other articles of the contract. One area of contention remains the right of school psychologists to transfer. A committee was established to create procedures for school psychologists.*

Improvements <ul style="list-style-type: none"> • Adds general definitions for this article • New definition of “subject” can be viewed as an improvement for some program areas. • Adds language in Section 10A4 stating: <i>A professional educator shall not be assigned outside of his/her licensure and competence except by mutual agreement.</i> • Adds language preventing the use of administrative transfers into an “unassigned status”. The intent is to prevent unassignments from occurring outside of the annual staffing process. • Increases the number of planning days (1 to 2) granted when assigned to a different grade level or subject area after the school year has ended. • Clarifies/limits what ER assignments may be “protected” when unassigning staff at 	Takebacks <ul style="list-style-type: none"> • Revises definition of “subject” to be used in determining subject area competence for transfers and layoffs. The new definition is created in Appendix X. This definition subdivides CTE, PE and music into further categories. Representatives from these three groups were involved in creating the terms and some prefer the new definitions. • Deletes stipend for early notice of resignation prior to April 15th. (Retains earlier February and March notice dates and stipends.) • Limits the internal transfer process to one round. • Allows some temporary members to apply in the internal transfer round for the position that they currently occupy; they are considered to be external applicants compared to internal candidates • Limits the right to apply for a voluntary transfer in same year after accepting a voluntary transfer • Adds bi-lingual ability relevant to an assignment
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<p>the high schools.</p> <ul style="list-style-type: none"> Requires unassigned professional educators to be assigned to a remaining position before consideration of outside applicants. 	<p>to list of reasons to protect less senior members from being unassigned. Rules around when this can be applied are to be determined in a joint committee.</p> <ul style="list-style-type: none"> Limits who can apply for internal transfers to contract and third-year probationary members unless unassigned.
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Article 11: Reduction in Force/Layoff *The Board sought and achieved a change in the definition of subject area “competence” as it relates to layoffs and transfers. This is the same change discussed in the transfer article. The Board wanted to eliminate the right of members to seek retraining in order to avoid a layoff. We retained this language. PAT sought and obtained improvements in language around how layoffs are conducted. We also gained new language on part-time layoffs.*

<p>Improvements</p> <ul style="list-style-type: none"> Adds new language defining how layoffs are determined. This requires the District to make every effort to combine positions and transfer members in order to prevent layoffs. Adds part-time layoff and recall language. 	<p>Takebacks</p> <ul style="list-style-type: none"> Defines “competence” in Appendix X and Section B2. (With the exception of CTE, PE and music, there should be no practical change to the current definition.)
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Article 12a: Student Discipline/Safety *This article contains many relocated sections to and from the original article called: Unit Member Authority and Protection. The article was divided into two: Article 12a: Student Discipline/Safety and 12b: Academic Freedom and Instruction.*

<p>Improvements</p> <ul style="list-style-type: none"> Adds language allowing professional educators to use reasonable and professional judgment to maintain control and to maintain discipline Adds “battery” to personal injury section C Adds requirement to have emergency protocols supporting professional educators who are battered/assaulted (even at non-district worksites) Adds language concerning safety issues/student alerts on a need to know basis 	<p>Takebacks</p> <ul style="list-style-type: none"> None
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Article 12b: Academic Freedom and Instruction *The District sought not to add this new article. Most of the language here was moved from other articles.*

<p>Improvements</p> <ul style="list-style-type: none"> Adds new language requiring the district to consult with professional educators when selecting new district-wide textbooks Adds new academic freedom language allowing professional educators to determine “the support materials and methods used for day to day instruction, including differentiating instruction based on student needs”. 	<p>Takebacks</p> <ul style="list-style-type: none"> None
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Article 13: Dues and Payroll Deductions *No significant changes.*

Improvements <ul style="list-style-type: none"> • None 	Takebacks <ul style="list-style-type: none"> • None
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Article 14: Insurance Protection and Appendix Y *The Board wanted significant takebacks in our insurance contributions and benefits. In the end, we maintained the current 93%/7% co-pay for insurance premiums (no cap). We also maintained our current insurance benefits with the exception of a limited number of changes to the Trust PPO plan for out-of-network providers. (See Appendix Y.) These changes were primarily made over a year ago and saved/will save the Trust approximately \$2 million annually. Since that time, the Trust has been adjusting payments to a limited number of participants whose benefits were paid at a lower rate than in the past for out-of-network charges within the PPO plan. The adjustments will end effective January 1, 2014, under the terms of Appendix Y. This does not affect the Providence or Kaiser plans.*

Improvements <ul style="list-style-type: none"> • Increases life insurance from \$18,000 to \$50,000 • Adds new language allowing PAT to improve the benefits for the long-term disability. These benefits are paid by members and are currently leaving members without adequate replacement salary when disabled. • Adds summer insurance payments for temporary members who are being retained for the following year • Adds domestic partner language • Adds Employee Assistance Program language 	Takebacks <ul style="list-style-type: none"> • Adds Appendix Y allowing the Trust to continue with Regence Blue Cross/Blue Shield as the medical bill payer for the PPO plan. This saves the Trust money, but forces a change in the out-of-network usual and customary amount to be paid.
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Article 15: Mentor Program *Moved language from original Appendix E to Article 15. Moved old Article 15 language into a separate Memorandum of Understanding which is not physically in the new contract. These changes reflect the change to a full-release mentoring program. The old system of paying volunteer mentors in buildings may still be used under the new MOU if there is a specific need.*

Improvements <ul style="list-style-type: none"> • Adds an ER stipend of \$1,500 for full release mentors. • Requires the district to pay all expenses for PD that it requests. • Requires the district to pay for coursework and fees (including testing and licensure fees) related to adding HQ status and/or licensure that the district requests. • Requires PPS to pay for licensure costs/fees for SLPs to obtain/renew licensure from Board of Examiners for Speech Pathology and Audiology 	Takebacks <ul style="list-style-type: none"> • None
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Article 16: Professional Improvement *There are few changes to this article.*

Improvements <ul style="list-style-type: none"> Increases the Professional Improvement Fund from \$1,000 to \$1,500 to be available once every three years. Deletes restrictions on the total amount of the Professional Improvement Fund. Clarifies that conferences may be selected by the professional educator and shall be approved if the conference has a legitimate pedagogical purpose. 	Takebacks <ul style="list-style-type: none"> None
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Article 17: School Improvement Councils *There are only minor changes to this article.*

Improvements <ul style="list-style-type: none"> None 	Takebacks <ul style="list-style-type: none"> None
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Article 18: Leaves *The Board had originally proposed to delete significant leave language such as unpaid childcare leave for probationary educators and differential pay when injured on the job. In the end, we retained or improved our leave provisions.*

Improvements <ul style="list-style-type: none"> Adds FMLA/OFLA language (state and federal family leave laws) Increases the total hours in the sick leave bank from 2400 to 3200 hours. This may allow us to make it through the entire school year with hours available to members in need. Adds domestic partner to bereavement leave 	Takebacks <ul style="list-style-type: none"> Eliminates the PPS contribution of 800 hours to the sick leave bank
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Article 19: Mileage *This article is essentially current language.*

Improvements <ul style="list-style-type: none"> None 	Takebacks <ul style="list-style-type: none"> None
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Article 20: Work year/Workday/Workload and Appendix Z *The Board pushed for major takebacks in this article including: increasing the length of the workday, eliminating all contract language on workload, requiring IEP meetings to occur after the school day for no pay, and increasing the number of instructional minutes within the day, as well as increasing the school year. PAT pushed for workload relief, equity of resources for focus and priority schools, relief for special education educators, and protections in disputed areas, especially part-time language and equity of duty language. In the middle of the bargain a parent group filed a charge with the Oregon Dept. of Education challenging the current PPS high school “6 of 8” schedule. This 130 hour rule challenge became a major issue at the bargaining table. In the end, PAT retained and improved workload language, kept the 7 ½ hour day, and improved part-time language. PPS was able to add 2 days to the work year. This was something most members did not object to if workload relief occurred first. PPS dropped language which would have allowed all high schools to meet the 130 hour rule for in a 6 of 8 schedule. This will now only be possible at priority and focus high schools if the district chooses to fund additional days.*

Article 20: Work year/Workday/Workload and Appendix Z (continued)

<p>Improvements</p> <ul style="list-style-type: none"> • If district adds up to 2 days to the contract year for all members, they must be cut prior to making staffing cuts • Beginning in 2014-15, the District may extend the work year for members in priority and/or focus schools by up to 3 days paid at per diem. • Adds language clarifying extended school years and the voluntary nature of added work • Elementary librarians are added to the extended year the same as MS and HS librarians. • A minimum of one full planning day shall be reserved for set-up and to plan prior to the start of the school year. • Increases Special Education Caseload Management Time from 3 days to 4. • Clarifies when principals can request make-up appointments for parent teacher conferences. • Clarifies how and when duty can be required during the 15 minutes before and after the student day. • Improves duty free lunch and planning time language for part-time members who work a full day on some days. • Improves the minimum number of planning minutes required at the elementary level from 185 minutes to 260 minutes per week. • Clarifies that planning time is for individual planning purposes. • Clarifies when part-time members are required to return for meetings. • Adds language for itinerants • Adds part-time workload and workday language to properly calculate part-time percentages • Creates a workload committee to review general workload issues as well as individual workload cases presented by members. This committee will have a limited budget to fund some solutions to problems. • Deletes old Appendix F which allowed the District to increase workload if it was the result of taking reasonable advantage of attrition or laying members off. • <i>The District shall provide for the addition of not less than one hundred fifty (150) FTE balanced across all professional educator positions and allocated as follows: fifty (50) FTE to high schools staffing, seventy (70) to elementary/middle/PK-8 school settings, and thirty (30) FTE to special education staffing. The District shall provide verification that there is a net increase in professional educator positions as allocated.</i> • <i>Should the District maintain an eight (8) period day (6 out of 8 schedule) at District high schools, the District shall have until the 2016-17 school year to re-establish student load levels at the 2010-11 levels required by Article 20, Section D, provided progress is made each year toward achieving such student loads.</i> This section will only apply to focus/priority high schools if the district chooses to add additional days to meet the 130 hour rule. The current contract and arbitrator’s award offer no specific student load requirements if 	<p>Takebacks</p> <ul style="list-style-type: none"> • Beginning in 2014-15, District may extend work year by up to two days paid at per diem. This pay is not included in the salary amounts in the pay schedule.
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the district returns to a 5 of 7 schedule.	
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Article 21 and Appendix A: Compensation *The Board originally offered 0% for each of four years while increasing the workday and reducing other benefits. PAT pushed for an increase that would hold members economically harmless while prioritizing resources on workload relief.*

<p>Improvements</p> <ul style="list-style-type: none"> • 2.3% COLA increase for each of three years. The 2013-14 increase will be retroactive to July 1, 2013. The retro pay should be included in the March paycheck. • Eligible members shall continue to receive step increases each year. • Adds an annual stipend of \$1,500 for professional educators with National Board Certification (retroactive to July 1, 2013) • Adds language about paychecks for extended work years. • Creates Special Salary Provisions section (21C) and moved salary provisions from old Appendix B and other locations. The provisions in this section will not be retroactive and will go into effect upon ratification by both parties. • Special salary provisions are indexed to the base salary and will increase when the base salary increases. • Doubles the rate for Outdoor School held on a Sunday to cover the extra time and loss of a weekend. • Increases the materials and supplies stipend from \$75 to \$100 annually starting this school year. • Changes Appendix A1 (the index) as of July 1, 2014. The change occurs in the two top steps to smooth out a balloon step that currently exists when moving to Step L. 	<p>Takebacks</p> <ul style="list-style-type: none"> • None
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Article 22: Retirement *The Board initially asked to have the retirement stipend and insurance phase out and be totally eliminated by July 1, 2016. PAT fought to retain all benefits as is and showed evidence that the program actually saved money. In spite of the evidence that this program saved the district money, the Board persisted in demanding that this benefit be changed. This was the last area of compromise to reach the tentative agreement.*

<p>Improvements</p> <ul style="list-style-type: none"> • None 	<p>Takebacks</p> <ul style="list-style-type: none"> • Professional educators must have 15 years of service by June 30, 2016, to be eligible for the current retiree insurance benefits and stipend. • After June 30, 2016, a qualifying retiree below age 60 no longer has the option of paying the first years of insurance premiums and having the District pay the final five years up to age 65. The District will now pay first.
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Article 23: Duration *PAT originally proposed a two-year contract. PPS proposed three. The duration is three years, through June 30, 2016.*

<p>Improvements</p> <ul style="list-style-type: none"> • None 	<p>Takebacks</p> <ul style="list-style-type: none"> • None
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Article 24: Extended Responsibility and Appendix C *This is a new article created by moving language referring to extended responsibility pay from Appendix B, Appendix C and other various locations. It should be read in conjunction with Appendix C, which contains the extended responsibility schedule. ER rates shall increase retroactively and retro pay shall be made no later than the April paycheck. The PAT team did a major review of the ER schedule and updated many items. A committee was created to review discontinued ER positions and review the level of compensation for positions on the schedule.*

<p>Improvements</p> <ul style="list-style-type: none"> • Creates a new article putting ER information in one place • Clarifies which ER positions are an extension of a subject taught or are required as part of the position. • Clarifies that ER positions are voluntary except if they are an extension of a subject taught/position • Creates extended responsibility committee to continue work on updating the schedule. • Adds PK-8 rates that are higher than Pk-5 and MS • Increases elementary media specialists ER rates from 1% to 3%/3.5%/4% • Adds ER pay for technology coordinators at all levels 	<p>Takebacks</p> <ul style="list-style-type: none"> • None
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