



PAT/PPS

**Substitute Collective
Bargaining Agreement
(CBA)**

Tentative Agreement:



Ratification Process

- ❑ Tuesday, August 4th: Bargaining Teams reached Tentative Agreement
- ❑ **Thursday, September 9th**: Ratification vote begins. Electronic Ballots emailed to all PAT Substitute Members
- ❑ **Thursday, September 9th 4:30 – 6:00 pm**: PAT All Substitute Member Meeting to Review TA
- ❑ Monday, September 13th, 3:45 pm: Electronic Balloting closes. Nominations and Elections Committee reports results to PAT President.
- ❑ Tuesday, September 14th 6:00 pm: PPS School Board votes on ratifying TA.

Materials Available to You

- Text of Tentative Agreement
- Side by side (text with explanation)
- Slides - on
- Ballot
- The TA and Side-by-Side were sent in the invitation to this meeting. The Slides are posted on the PAT Website. All will be attached to the ballot email.

PAT Bargaining Team's Priorities

- Protect and Improve benefits and working conditions
- Address impact of COVID on Substitute members
- Protect member rights AND improve fill-rates for traditionally underserved populations

New Substitute CBA Changes

- Basic Definitions of Terms
- Updates required by changes in law
- Clarity on Discipline Process and Rights
- Clarity on Grievance Process
- New Language for Sick Leave
- New Language for Paid Admin Leave
- New Incentive-School Language
- New MOUs re: AESOP/Frontline and Fill-Rate Committee
- New Key and Class List language
- New Assignment Language
- COVID Insurance Impact Language



Terms and Definitions

- Gender references are updated throughout the CBA
- Definition of family expanded so no one is excluded(10.F.1)
- “Day” is now defined as when students are present excluding summer vacation, summer schools, holidays, weekends, etc. (1.D)
- “Substitute Teacher” is now either “substitute” or “substitute educator” throughout the CBA
- Nondiscrimination language updated (7.B)

Changes in Law

- Fair Share/Dues Deduction had to be updated following *Janus* decision (3.B and 3.E)
- Notification to the PAT of member information had to be updated following Oregon law change (3.F)
- Added language on Paid Administrative Leave so that District was no longer violating law. (all of 6.H)

Discipline Process and Rights (6)

- Updated language on right to representation (6.C)
- Clarified process to deal with “Complaints” – now “Allegations” (6.E.1 – 6)
 - Timelimits to address allegation
 - Nothing in file if allegation isn’t substantiated
 - Must know the nature of allegation BEFORE the meeting
 - Gives administration the right to NOT administer discipline
 - Non-disciplinary Letter of Expectation is now lowest level

Discipline Process and Rights (6)

- District must take into account when disciplining if help was requested and never arrived (6.F.2)
- Human Resources must be involved in discipline (6.F.3)
- Any “step” resulting from discipline must be clearly stated. (6.G.1)
- Step process = Step 1 for two years, Step 2 for two years, Step 3 until PAT and PPS agree to reduce, Step 4 off list (6.G.1 and 6.G.2)
 - Reduces the amount of time on Step 2, moves substitute back to Step 1, then “no step”
 - Gives a way to be reduced from Step 3

Discipline Process and Rights (6)

New Paid Administrative Leave language (6.H)

- PAT grieved district placing substitutes on UNPAID administrative leave while being investigated – District settled on PAT terms.

New Late Cancellation language (6.I)

- Late Cancellation = less than 12 hours prior to assignment
- DOES NOT INCLUDE = cancels due to sick leave, cancellations within 30 minutes of accepting the job, or cancels with approval of building admin or assigning teacher
- More than 2 late cancels in 12 month period can lead to discipline

Substitute Rights (7)

- ❑ Charges of discrimination must be brought to court rather than arbitration (7.B.4)
- ❑ Building Admin must plan to have enough keys for substitutes (7.J)
- ❑ Substitutes must have class lists that don't need to be submitted for attendance (7.k)

Substitute Lists (8)

- ❑ “Master List” is now “General List” (8.A.1)
- ❑ Part-Time regular-unit on the Sub Lists also are exempt from minimum day requirements (8.D.3)
- ❑ Substitutes who do not renew license in a timely way may be removed from substitute lists/terminated (8.G)
 - ❑ This reflects state law and existing practice

Work Hours (9)

- Administrators cannot direct a substitute to switch an assignment (9.C)
- All required trainings are now paid (9.K)

Sick Leave Process (10)

- Accrual has not changed - 1 day per 17.7 days worked
- No limit on how many you can accrue and no limit on yearly usage (10.B, 10.F)
- Do not have to take an assignment to use sick leave. If you have sick leave, and you are sick, you may use a sick day. (10.F)
- You can't take sick leave and work in another school district on the same day. (10.H)

Grievance Process (11)

- Removed the School-Board prior to Arbitration element (~~Section C. Step 3~~)
- Cannot grieve discrimination-only cases in arbitration – must take to court. (Section D)
- Clarified that only PAT can move a case to arbitration (Section C. Level 2, Step 1)

Insurance (12)

- No change in cost of medical insurance
- Changed dental-cost increase distribution to protect substitutes from spikes in cost. (12.B)
- COVID Impact language (12.E) –
 - Only 25 days worked if had insurance in 2020/2021
 - Only 60 days otherwise

NOTE – The Health Insurance Trust sets benefits. The upcoming change of administrator (to Cigna) does not change benefits; it only changes who processes claim.

Compensation (13)

- The method of pay rate calculation was not changed
- Pay is retroactive for 2020-2021 school year. Increase was 3% in 2020-2021.

- Pay rates for 2021-2022 =
 - Full Day Rate = \$224.05
 - Half Day Rate = \$112.03
 - Ten Day Rate = \$250.50

Compensation (13)

New Incentive-School language (13D.E.F)

- Pay for incentive schools = daily rate + \$15, half-day = half-day rate + \$10.
- After 87 days of work in incentive schools, an additional \$10 is added to the \$15.
- A day of paid PD for any substitute who works in incentive school for ten days.
- Substitute who works 25 days at one particular incentive school will get interview for any open positions in incentive schools.

2021-2022 Incentive-Schools

- Boise-Eliot/Humboldt
- Chavez
- George
- Harriet Tubman
- James John
- Jefferson
- Kellogg
- Kelly
- Lane
- Lent
- MLK Jr.
- Ockley Green
- Pioneer
- Rigler
- Roosevelt
- Rosa Parks
- Roseway Heights
- Scott
- Sitton
- Vestal
- Woodmere

MOU – Substitute Systems and Assignment of Substitutes

- Updated to reflect current need and practice

MOU – Committee Discussions to Improve Fill Rates

- PAT will work with district to mutually agree on new ways to address low fill rates that go beyond current CBA language.

Appendix A – Letter of Expectation Template

Protects substitutes from unfair documents in member files.

The Result of a Yes Vote

- The tentative agreement and all protections and benefits therein, go into effect, pending PPS School Board ratification
- The PAT Team recommends a “Yes” Vote

The Result of a No Vote

- We go back to the table. We may get additional gains. We may have fewer improvements or possible new PPS take-backs. There is no guarantee on the future bargain.
- In the meantime the district follow terms set in expired Substitute CBA. We would not have new language in place that would deal with COVID health insurance gains.