

## AGREEMENT

School District No. 1 Multnomah County Oregon and  
Portland Association of Teachers – Substitute Educators

2021 – 2024

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## **ARTICLE 1 – RECOGNITION**

- A. The Board of Directors of Portland Public Schools recognizes the Portland Association of Teachers as the exclusive bargaining agent for all substitute educators employed by Portland Public Schools.
- B. In this contract the term “District” shall refer to the Board or any of its agents, supervisors or administrators. The term “Association” shall refer to the Portland Association of Teachers and the term “substitute” shall refer to all substitute educators.
- C. Nothing contained in this Agreement or mutually relied on in bargaining will be interpreted and/or applied so as to eliminate or reduce any current management right or established working condition that is a mandatory subject for bargaining. The Board, however, may otherwise reserve the right to unilaterally change its policies relating to all matters which do not involve mandatory subjects of bargaining.
- D. For purposes of calculating timelines, unless specifically defined as calendar days, all days in this agreement mean student days excluding holidays, weekends, and other non-student days including winter, spring, and summer breaks.

## **ARTICLE 2 – ASSOCIATION RIGHTS**

As it pertains to working conditions, the rights set forth below shall be exclusive to the Association.

- A. The Association shall have the right to conduct Association business on District property, use District facilities and equipment, use District mail services, teachers' mailboxes, and use the PAT bulletin board in each building. These uses will not interrupt classes or other normal school operations. The Association shall pay for the reasonable costs of all materials, supplies and special services required beyond normal operation incidental to such uses.
- B. Upon request, the District shall furnish the Association reasonably available information necessary to its function as bargaining agent.
- C. At substitute meetings held by the District, the Association shall have the right to make brief presentations/announcements about Association programs or activities. The District will give prior notice of such meetings to the Association and will give consideration to recommendations made by the Association regarding such meetings.
- D. Any District-appointed committee which considers issues relating to substitutes and includes substitutes shall include at least one member appointed by the Association. Such appointee shall be a substitute.
- E. The rights provided to the Association under the PAT Teachers' Contract to speak at Board meetings may be used to address the Association's substitutes' concerns.
- F. Substitute(s) designated by the Association may conduct Association business so long as it does not interrupt classes or other normal school operations.

G. The District and the Association shall meet every other month, beginning in October, each school year, for substitute contract administration meetings. Issues relating to substitutes may be brought to these meetings. The District shall pay up to three (3) substitutes a half-day release time for attending the meetings.

H. The District will grant up to three (3) substitutes identified by the Association reasonable time without loss of compensation, leave accrual or any other benefits for the times they are present in negotiations between the District and the Association. That is, such substitutes will receive substitute pay during such period of time. The time spent in negotiations shall count toward the total amount of time required for insurance eligibility. Should negotiations take place at times other than when schools are in session, the District shall not be obligated to pay and such time will not count toward insurance eligibility. The period of time in negotiations shall not be viewed as a break in a multiple-day assignment of the involved substitute.

### **ARTICLE 3 – DUES AND PAYROLL DEDUCTIONS**

A. A substitute may request, in writing, that their regular Association membership dues, including NEAFCAP, OEA-PIE, PAT PAC and the OEA Foundation, be deducted from their salary. Such authorization shall continue in effect until revoked in writing. Deductions will be made only for the months the substitute actually works. Withdrawing the authorization for payroll deduction for such dues may be accomplished by writing to the Office of the Association and to the District Payroll Office. Written withdrawal notifications received prior to October 1 shall be effective October 1 of the same year. Otherwise they shall be effective October 1 of the ensuing year.

B. The District shall deduct an amount(s) established by the Association each pay month from the pay of each substitute who actually works that month and who has completed a dues deduction authorization described in Section A of this Article. Such an amount shall represent compensation to the Association for any purpose authorized by law.

C. By the 5th working day of each month the District shall provide to the Association a check with the sum of all such deductions for the previous month's payroll along with a list of names of those substitutes from whom deductions have been made.

D. Upon appropriate written request from the substitute, the District shall deduct from the salary of the substitute and make appropriate remittance for the following approved deductions within five (5) working days following the end of the calendar month in which the payroll check has been issued:

- 403(b) Roth and Traditional Options
- Approved Financial Institutions
- District-approved Charitable Organizations
- Flexible Spending Accounts (IRS Section 125)

The District, upon appropriate authorization of the unit member, shall deduct from the salary of the unit member and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

E. The Association covenants and warrants that its present Bylaws provide for and agree to indemnify, defend and hold the District harmless for the dues deductions authorization, withdrawal, and remittance procedures provided in this Article. If the District invokes this paragraph, then the Association will provide the attorney and the parties will fully cooperate in any litigation. If the District wishes to use its own attorney, then the District will pay the cost of said attorney.

F. Each month, the District shall provide the Association a list of all substitutes who are currently on the District's Substitute list. The list will include the employees' cellular, home and any work telephone numbers; any means of electronic communication, including work and personal electronic mail addresses; and employees' home addresses or personal mailing addresses.

G. Substitutes' paycheck stubs shall show the gross pay, any retirement contributions, and an itemization of deductions.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

Subject to the expressed terms of this Agreement, the Board and its designees hereby retain and reserve unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Oregon, including the functions and programs of the District, its standards of services and education, its overall budget, utilization of technology and its organizational structure, the selection, direction and assignment of its personnel, the use of its facilities, and all areas of discretion in matters of inherent managerial policy. Nothing in this Agreement shall preclude the District from assigning unassigned regular teachers to work as substitutes.

#### **ARTICLE 5 – NO STRIKE CLAUSE**

During the term of this Agreement, the Association, its officers, representatives and members of the bargaining unit shall not engage in or condone any strike, slowdown, work stoppage or other such concerted activities by substitutes of the District.

#### **ARTICLE 6 – DISCIPLINE PROCEDURE**

A. Respectful Work Environment

All comments related to substitute behavior shall be made privately. Materials relating to

disciplinary action shall be placed in the personnel file.

No substitute shall be disciplined without just cause.

**B. Personnel File**

1. A substitute shall be provided a copy of any materials relating to their work performance if such materials are to be placed in that substitute's personnel file.
2. Materials related to an incident, other than a complaint processed according to E.5 of this Article, must be placed in the file within one hundred and twenty (120) days of knowledge of the incident by the Human Resources Department. A substitute shall have the right to review the contents of their personnel file retained by the District. A representative of the Association may, at the request of the substitute, accompany the substitute in this review or be authorized by the substitute, in writing, to make the review. A substitute may attach a written response to any item in their personnel file. A substitute may request and have granted that a Letter of Expectation be removed from their file if after six (6) years of its being written no subsequent similar entries have been made into the personnel file.

**C. Representation**

Whenever a substitute is directed to meet with a Site Administrator or other representative of the District regarding a matter which could result in disciplinary action or termination, the substitute shall be given prior written notice describing the issue to be discussed in such meeting and the right to have representation by the Association to advise the substitute during the meeting.

**D. Classroom Restriction**

A request that a substitute not return to a particular classroom shall be honored if the classroom teacher has made a good faith effort to contact the substitute prior to the request. Notice of such a request, including the reason stated by the classroom teacher, shall be given to the substitute. The substitute shall have the right to request a meeting with such classroom teacher. A classroom restriction shall not be considered discipline.

**E. Allegations**

1. The Human Resources Department or Site Administrator must notify a substitute of any allegation against them that may lead to discipline within fifteen (15) days following receipt of the allegation.
2. No allegation received by Human Resources more than six months beyond the incident which gave rise to the allegation will lead to discipline unless the incident is of a nature that termination (level 4) is the required form of discipline.

3. Allegations shall not be placed in the personnel file unless they result in a Letter of Expectation and/or disciplinary action.
4. At any investigatory meeting into an allegation, the Site Administrator or Human Resources Department must describe the specifics of the complaint, including but not limited to, the time, place and type of action complained of, if known. If the complaint is used to support any disciplinary action, the name of the complainant shall be given.
5. A supervisor, a site administrator, or Human Resources may choose to meet directly with the substitute to discuss an incident and advise the substitute how to handle similar situations in the future. If an incident is handled in this way, it is not considered discipline.
6. The District may issue a Letter of Expectation in lieu of discipline. The District must email the letter to the substitute's PPS email address and include a copy to the Substitute Office and to the PAT. The Letter of Expectation must be based upon factual record and deal with a situation that was in the substitute's control. The Letter of Expectation must conform to the template agreed upon by the parties (Appendix A). The purpose of the Letter of Expectation is to document the notice to the employee of a District rule or policy. The Letter of Expectation will be included in the substitute's personnel file but shall not be considered discipline. The substitute has the right to write a rebuttal to any Letter of Expectation.

F. Employee Discipline

1. Supervisors and HR are encouraged to seek and impose the lowest appropriate form of response (disciplinary or non-disciplinary).
2. If a substitute calls for help in dealing with a difficult class situation, and the school is unable to provide classroom management assistance, the District will consider that fact in any disciplinary investigation.
3. A written reprimand is a written form of discipline for actions by a substitute that clearly violate the District's rules or policies and where the substitute knew or should have known would lead to discipline. A written reprimand shall contain the exact rule violated by the substitute and summarize the evidence that supports the accusation. A supervisor must notify Human Resources prior to issuing any written reprimand.
4. A building restriction is a form of discipline. A building restriction is a period of time in which a substitute may not work at a particular building. The length of a building restriction shall depend on the circumstances but shall not be greater than ten school months from the date of original issue.
5. Discharge from employment is a form of discipline.

6. Disciplinary action may consist of a written reprimand, a building restriction, and/or discharge from employment. The District must issue discipline in writing, specify the “step” resulting from the discipline in actions short of discharge from employment, and include the consequences of any further instances of discipline if applicable.

G. Progressive Discipline.

1. Action by the District may commence at any of the below steps depending on the severity of the incident. When imposing discipline, the District may also choose not to count it as a step up on the scale.

2. A first instance of discipline may place the substitute on “step 1” of a four-step scale. Subsequent instances of discipline may move the substitute progressively to steps 2, 3, and discharge.

3. For purposes of progressive discipline only:

- a. A substitute receiving a Step 1 discipline will remain on Step 1 for two years following the issuance of a reprimand or the expiration of a building restriction. If during that period, the substitute receives a second single-step discipline they will be moved to Step 2. If no discipline occurs during the 2-year period they will no longer be on a Step.
- b. A substitute on Step 2 will remain there for two (2) years from the issuance of the discipline. If a substitute on Step 2 receives another single-step discipline they will be moved to Step 3. If no discipline occurs during the two (2) year period they will move to Step 1. The Step 1 procedure from the preceding paragraph of this Article will then apply.
- c. A substitute on Step 3 will remain there unless Human Resources, the substitute and PAT agree to lower the Step to 1, 2 or none. If a substitute on Step 3 receives another discipline of any kind they will be discharged from PPS.

H. Paid Administrative Leave

1. A substitute who is restricted from accepting work pending an investigation will be placed on paid administrative leave (“PAL”) provided the substitute is available to accept work.

2. If the substitute on PAL is unavailable to accept work, they will be removed from PAL status and will be able to appropriately use any sick leave accruals or go without pay until the substitute is available to accept work and be placed back on PAL.



3. The parties agree that the District is limited to placing a substitute on PAL to the following situations:
  - a. There are concerns the substitute will repeat the alleged misconduct;
  - b. The allegation is sexual abuse/misconduct or physical misconduct;
  - c. Removal of the substitute from all worksites is appropriate to maintain the safety and security of students and/or staff; or
  - d. The alleged misconduct is serious enough to result in dismissal, if substantiated.
4. The parties agree that substitutes who are placed on PAL pending the outcome of a misconduct investigation are entitled to compensation calculated as follows:
  - a. For substitutes in their first six months of employment or reemployment with the District, the number of PAL workdays paid shall be the number of workdays on PAL status, multiplied by the fraction of (workdays worked during their employment with the District) divided by (available workdays during that time period).
  - b. For substitutes who have been employed continuously by the District for six months or more, the number of PAL workdays paid shall be the number of workdays on PAL status, multiplied by the fraction of (workdays worked during the previous six complete pay periods) divided by (available workdays during that time period).
  - c. The number of PAL days calculated in subsections 4(a) or 4(b) above shall be rounded to the nearest half day.
  - d. Summer Break pay periods and non-working days for substitutes as defined by Article 1.D are excluded from the calculation of the fractions in subsections 4(a) and 4(b).
5. Substitutes on PAL may request that the time period in 4(a) and 4(b) used for calculation be altered in the event that the time period is not representative of the substitute's work history. The District retains sole discretion to grant or not grant such a request.
6. If the substitute had accepted a multiple-day or long-term substitute position prior to being placed on PAL, the substitute will receive the compensation the substitute would have earned during such assignment for the period of such assignment that runs concurrently with the PAL. Except for the period of such assignment, subsection 4(a) or 4(b) will apply.

7. Substitutes will not be compensated for holidays or non-student days.
8. In any pay period, if the number of PAL days calculated in subsections 4(a) or 4(b) plus the number of days worked in other districts exceeds the number of workdays in the pay period, the number of PAL days paid shall be reduced by the amount of excess. Substitutes must report any days they worked as a substitute in any other school district(s) while on District PAL.
9. At no time will the substitute be compensated for more substitute workdays than occur during a pay period.

I. Late Cancellations

1. A “late cancellation” is defined as a substitute canceling an accepted job assignment by any method less than twelve (12) hours prior to the start time of the assignment. Late cancellation does not include: (1) assignments canceled because of the use of sick leave pursuant to this agreement and District policy; (2) assignments canceled within thirty (30) minutes of accepting the assignment; or (3) assignments canceled by mutual agreement with the classroom educator, school secretary, or building administrator.
2. The District may pursue disciplinary corrective action in response to excessive late cancellations (more than two in a 12-month period) as appropriate. The District agrees to consider any circumstances outside of the substitute’s control in evaluating the proper response to late cancellations. Discipline for late cancellations must follow progressive discipline.

## **ARTICLE 7 – SUBSTITUTE RIGHTS**

A. Physical Examinations

Physical examinations of substitutes shall not be required. However, the District may require that the substitute provide medical documentation that they are medically and physically able to perform the job duties of a substitute.

B. Nondiscrimination

In matters of wages, hours and employment relations, or any other matter covered by this Agreement, the District agrees to follow a policy of not discriminating against any substitute on the basis of race, color, national origin, ancestry, sex, age, weight, height, marital status, religion, disability, sexual orientation, gender identity, lawful off-duty political activity or associations, membership or non-membership in the Association or participation in its activities, the fact that the substitute's residence is outside the District, association with another person within a class or with a status listed in this paragraph, or as otherwise provided by School Board policy. However, this provision shall not be construed to prevent the following:

1. District participation in programs conducted in an effort to increase opportunities for historically underserved groups, subject to the provisions of this Agreement.
2. Distinctions resulting from a bona fide occupational requirement reasonably necessary to the normal operation of the District, including, but not limited to, distinctions due to the physical requirements of the employment, lack of adequate facilities to accommodate both sexes, or other distinctions authorized by law including retirement requirements.
3. Consequences of District policies pertaining to assignment of spouses both employed by the District if one is an administrative or supervisory employee.
4. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provisions of the Oregon Fair Employment Practices law contained in ORS 659A. A grievance alleging violation of this article may not be appealed to arbitration if the alleged discrimination is based on one or more legally protected classes.

C. Non-reprisal for Grievances

A reprisal shall not be taken against a substitute in response to their right to file a grievance as provided in this Agreement.

D. Academic Freedom

A substitute shall have the same Academic Freedom rights as provided in the PAT Teachers' Contract when the substitute is responsible for lesson plans. Examples include when lesson plans are not provided by the regular teacher or when students finish the planned lesson early.

E. Student Grades and Discipline

When the substitute is responsible for grading, and issues student grades in accordance with District policies, a supervisor shall not change them unless a substantive reason exists. This provision shall not be interpreted to allow a substitute to assign grades in any manner which deviates from general District-wide practices. A substitute shall have the same rights in administering student discipline and student health procedures as the regular teacher for whom they are substituting. The building discipline plan shall be included in the substitute building folder at each site and such plan shall conform with District policies and regulations.

1. An allegation that a student has committed assault or battery upon a unit member shall result in the removal of the student from the responsibility of the unit member pending administrative investigation of the incident. The administrator shall exercise appropriate progressive discipline. If the investigation shows battery did occur

and the unit member so recommends, the student will not be returned to the affected member's responsibility.

2. Any student making a serious or menacing threat of harm to the person, property or family members of a substitute shall be immediately subject to appropriate discipline in accordance with the Students' Rights and Responsibilities Handbook.

3. Student behavioral records shall be accessible to the affected substitute. School officials will set up procedures so that information about students with records of violence including weapon violations will be available, in accordance with the law, to members who "need to know" as a result of an assignment to teach or supervise the student.

4. Any student found to have committed assault or battery upon a unit member shall be immediately subject to appropriate discipline in accordance with the Students' Rights and Responsibilities Handbook. However, there shall be a minimum of five (5) days suspension for a threat (assault) and mandatory expulsion for the remainder of the year for battery. The Superintendent may modify the disciplinary consequences on a case-by-case basis.

F. Personal Injury Benefits and Property Loss

1. Any case of assault upon a substitute while acting within the scope of their duties shall be promptly reported in writing to the building administrator who shall forward a copy to the appropriate Central Office Administrator for investigation and resolution.

2. The District shall reimburse substitutes for loss or destruction of personal property, excluding vehicles, under the following circumstances:

- a. When the loss is a result of any assault on the substitute's person suffered during the course of employment.
- b. When the substitute has exercised reasonable care to protect their personal property.
- c. When use of personal property for instructional purposes has been approved in writing by the building administrator and the substitute has exercised reasonable care to protect such property.

Reimbursement shall be at replacement cost (not to exceed actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses of less than five dollars (\$5.00) or that portion in excess of four hundred dollars (\$400.00) and shall not be made when carelessness or negligence on the part of the substitute was evident. The substitute shall cooperate and support the District in its investigation and resolution of any

reported loss. The District will provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

#### G. Liability Insurance

The District shall provide, on a fully paid basis, bodily injury, liability and property damage insurance coverage, to the limits carried by the District for the use of automobiles owned, leased or hired by a substitute while in the normal course of their duties as an employee of the District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the substitute. The District may require as a condition to this coverage that before the vehicle is used on District business, the substitute provide a valid driver's license and proof of insurance showing that they have at least the minimum amount of insurance required to license a vehicle in the State of Oregon. The District will reimburse the substitute for any deductible cost the substitute is required to pay, as a result of an on-duty accident, not to exceed two hundred fifty dollars (\$250.00). Reimbursement will not be made if the substitute is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

#### H. Safety

A substitute shall have the right to refuse to expose themselves to immediate danger created by unsafe working conditions when such danger threatens substantial bodily injury or would be a significant health hazard to the substitute. The substitute shall give notice of the condition to their supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected. The District recognizes the responsibility to make every reasonable effort to enhance the security of building and grounds as may be required through the use of necessary lighting and other safety precautions. The District will post a notice when non-routine cleaners, paints, sealant, and other chemicals are to be used at the work site.

#### I. Personal Life of a Substitute

The personal life of a substitute is not an appropriate concern of the District, except as it affects the substitute's fitness for or performance of their duties.

#### J. Keys

Whenever possible, substitutes shall have access to keys necessary for their assignment in a building and shall be accountable for safeguarding keys in accordance with District regulations. Building administrators are strongly encouraged to determine, and have available, the necessary number of extra keys available for substitutes based on the day with the most regular educator absences in the previous school year. If there are not enough keys, the administrator must request additional keys.

K. Class Lists

The school office must provide substitutes with one printed attendance list that does not need to be submitted to the school office.

L. Substitute Report Form

1. The District and the Association shall use a mutually agreed-upon electronic Site Report Form for use by substitutes to identify those buildings which do not provide building information, up-to-date attendance lists, keys, secure locations for personal belongings, and/or other information or tools necessary to the substitute teaching assignment.
2. The substitute office shall review submitted Site Report Forms and promptly work with site administrators to ensure that substitutes are provided with needed materials and information. The substitute office shall, upon request, provide this information at substitute contract administration meetings.

## **ARTICLE 8 – SUBSTITUTE LISTS**

A. The District shall maintain two (2) lists of substitutes as follows:

1. General Substitute List

This list shall consist of those substitutes available for assignment without restriction. Substitutes on the General Substitute List may, however, indicate their preference of assignment. A General Substitute List substitute who is eligible for the Restricted Substitute List may choose to move to the Restricted Substitute List by applying to the Substitute Office in writing by September 1 of the new school year. In addition, an eligible substitute may move to the restricted list by notifying the Substitute Office in writing when a change in circumstance occurs such as health or family issues. No substitute may move to the Restricted Substitute List from the General Substitute List more than once per school year.

2. Restricted Substitute List

- a. This list shall consist of those substitutes who have indicated their desire to limit their assignments to particular subject matters, locations, and/or times. Substitutes on the restricted list, however, may be called for other assignments when requirements for substitutes cannot be adequately filled with substitutes from the General Substitute List.
- b. Eligibility for the Restricted Substitute List is open to substitutes with a hire date prior to January 1, 1995; to substitutes who have worked as a substitute for

the District for 15 years or more and has retired from PERS; to PPS regular educator retirees; and to part-time regular educators. Qualifying substitutes must submit in writing to the Substitute Office an annual update by September 1 of each calendar year indicating their restriction(s).

B. The District may consider the following factors in offering assignments: certification/endorsement in area requested, knowledge and/or experience in the area requested, equitable distribution of assignments (fairness factor), retentions and continuing assignments and seniority as a substitute. An exception will be made when a regular educator requests one substitute for a specific assignment in the absence management system.

C. The substitute lists (and monthly updates of those lists) shall be posted in the District's absence management system.

D. Minimum Workday Requirements

1. A substitute on the General Substitute List who does not work a minimum of twenty (20) days per school year may be removed from the list, providing there was adequate work available during that school year. Of the twenty (20) days at least five (5) days must be worked from the first day of school through the end of the first semester, and at least five (5) days from the beginning of the second semester through the last day of school. If a substitute does not meet the five (5) day minimum in either half of the year they may be removed from the list.
2. A substitute on the Restricted Substitute List who does not work a minimum of five (5) days in a school year may be removed from the list, providing there was adequate work available in the District during the school year.
3. The requirements of this subsection D do not apply to District regular part-time educators on the Restricted Substitute List.
4. However, a substitute on either list may remove himself/herself from further assignment during a period of a lawful work stoppage by regular teachers by notifying the District in writing.

E. When the District creates a summer list of substitutes, it may establish a reasonable deadline by which substitutes may submit their names for consideration. Only substitutes who volunteer their names by the deadline shall be on the summer list.

F. For the purpose of posting within the Substitute System, a substitute with only a Substitute Teaching License who formerly held a regular Oregon TSPC license within five (5) years of becoming a PPS substitute will be listed for daily or short-term assignments as being area-specific licensed under their previous TSPC license. Substitutes who hold only a Substitute Teaching License and who have one hundred seventy (170) teaching days in a subject matter as a PPS substitute shall be listed as licensed under that area.

G. The District will remove any substitute from the applicable substitute list if their

teaching license expires. The District may terminate the employment of a substitute 30 calendar days after their teaching license expires. The District agrees to consider any mitigating information before making the decision to terminate a substitute and remove them from the applicable substitute list under this provision.

## **ARTICLE 9 – WORK HOURS**

- A. The work day for full-day substitutes shall start fifteen (15) minutes before the student day and end fifteen (15) minutes after the last regular student period, but shall not be less than seven (7) hours.
- B. Substitutes will be called for work at least one-half (1/2) day at a time. Three hours and forty-five minutes (3 hours and 45 minutes) shall constitute one-half (1/2) day.
- C. Administrators may not direct a substitute to switch to an assignment other than the one they have accepted, but an administrator may request such a change which a substitute may accept.
- D. When a substitute is paid the extended rate of pay pursuant to Article 13.B, the workday and schedule for full-day substitutes shall be the same as that for regular teachers.
- E. If a substitute accepts an assignment that was entered into the absence management system in error by the Substitute Office and reports, or if the substitute is not needed after reporting to work, the substitute shall be paid for a half- day but shall be subject to a different PAT assignment by the building principal or supervisor. If another need for a substitute opens in that building during the day, the substitute may be placed in that PAT assignment, and if the substitute declines the PAT assignment they will not be paid.
- F. The general times adhered to shall be outlined in the Portland Public Schools Schedule of School Starting/Ending Times (Substitute Work Day Schedule). These times shall coincide with the contractual workday for substitutes. A non-standard assignment (e.g. a half-day long, midday assignment) shall count as a full-day assignment for purposes of determining insurance eligibility per Article 12.C.
- G. The building principal shall ensure that arrangements are made for restroom breaks for unit members in the same manner as such breaks are provided to the teachers for whom they are substituting.
- H. Substitute teaching in regularly-scheduled night school and year-round school shall be counted as half-day or full-day as outlined in Article 9.A and B for the purpose of calculating benefits eligibility.
- I. The parties agree that orientation/professional development for substitutes is a desired operational goal. When funds are available, the District will provide a one-half day paid



orientation/professional development for substitutes. The Contract Administration committee shall coordinate the elements of the program and its implementation.

J. The District may provide trainings to limited numbers of substitutes in the substitute pool to improve those substitutes' abilities to succeed in particular areas or programs. Substitutes shall be paid for such trainings at the per diem hourly rate (Daily Rate of Pay divided by 7.5).

The District shall announce opportunities for such trainings, and the criteria by which substitutes shall be selected to participate, to all substitutes and to the PAT, and shall set a reasonable deadline for substitutes to apply. The criteria may include (but are not limited to): General Substitute List status; area of licensure; days worked within a stated time period, in the District and/or in the relevant areas or programs. The District may not choose substitutes for such trainings without using such criteria.

The District may incorporate completion of such trainings into the job assignment process, provided it does not interfere with absent teachers' ability to offer jobs directly to their preferred substitute.

K. Substitutes must complete the District's annual mandatory trainings to be eligible to accept substitute assignments and remain on a substitute list. After the Substitute Office verifies completion of such trainings, the substitute will be paid for the trainings at the per diem hourly rate (Daily Rate of Pay divided by 7.5).

## **ARTICLE 10 – SICK LEAVE**

A. Substitutes accrue paid sick leave at a rate of one (1) day per seventeen and seven tenths (17.7) days paid.

B. There is no limit on the amount of sick leave substitutes may accrue.

C. Newly-hired substitutes may use District-accrued sick leave beginning on their 31st calendar day of employment.

D. All sick leave absences must be taken in half-day or full-day increments.

E. A substitute who has accumulated sick leave during employment in another Oregon school district shall be entitled to transfer any accumulated sick leave from such district upon proper verification, but only if the substitute agrees to substitute only for Portland Public Schools. The transfer of sick leave accumulated with another Oregon district shall be effective when the substitute has completed the equivalent of thirty (30) work days in the District. The District will provide notice to the other school district upon the transfer of sick leave balances. A substitute may transfer up to 75 days of sick leave earned in another district. A substitute may use up to ten (10) days of transferred sick leave days per year in addition to any District-earned sick leave.

F. Sick Leave may be used pursuant to this section, ORS 332.507, the Oregon Sick Leave Law, and the District policy titled: "Substitute Sick Leave Policy for Portland Public Schools."

Substitutes must complete and submit the [Substitute Sick Leave Request Form](#) when taking sick leave. Sick leave may only be used for purposes described in the Substitute Sick Leave Policy, including personal and eligible family members' illness and medical/dental appointments. Sick leave may only be used on days when the substitute has a bona fide intention of working for the District.

1. Eligible family member means spouse, domestic partner, children, parent, sibling, mother-in-law, father-in-law, grandparent, grandchild, stepparent, stepchild, stepsibling or other person who regularly lives in the substitute's home.

G. Substitutes will not accept a full or half-day assignment of less than five consecutive workdays which conflicts with a known need to use sick leave such as an already scheduled medical or dental appointment. For purposes of this section only, having scheduled medical or dental appointments does not indicate that a substitute does not have a bona fide intention to work, if the appointment can only be scheduled during normal school hours.

H. Substitutes may not work for another school district while using District sick leave, and substitutes may not work for the District while using sick leave with another school district.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

### **SECTION A - DEFINITIONS, TIMELINES**

1. A “grievance” is a complaint that this Agreement has been violated.
2. An “employee grievance” is a complaint by one or more substitutes that the District violated provisions of this Agreement and that such violation directly affected the substitute(s).
3. An “Association grievance” is a complaint by the Association that its rights under this Agreement have been violated or that named substitute(s) rights under this Agreement have been violated.
4. A “day” is defined in Article 1.D of this agreement.
5. Grievances must be filed within thirty (30) days after the first knowledge by the grievant of the occurrence constituting the basis of the grievance.

### **SECTION B - GENERAL PROCEDURES**

1. A substitute who initiates a grievance may elect to be represented by the Association or may elect to represent themselves at Level I. A substitute representing themselves shall so indicate in writing and shall include a statement that the substitute assumes responsibility for all costs which the substitute may incur associated with processing of the grievance.
2. A substitute is entitled to have an Association representative present at any

meeting or hearing held under this procedure.

3. A substitute may file and process a grievance through Level I of this Article and have said grievance adjusted without the intervention of the Association if:

- a. the adjustment is consistent with the terms of this Agreement, and
- b. the Association office has been notified in advance and given opportunity to be present at all meetings pursuant to the grievance. A copy of any decision shall be forwarded to the Association office.

4. Time extensions shall be consented to in writing and with the mutual consent of the grievant, or the Association on behalf of the grievant, and the District.

5. Failure at any step of this procedure to communicate the decision in writing in a grievance within the specified time limit shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal the decision to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

6. All parties shall cooperate in the investigation of a grievance and promptly supply any readily available relevant information or documents to the other party.

7. Except as otherwise provided by law, this grievance procedure shall constitute the exclusive remedy of substitutes and the Association.

8. The written grievance filed at any level shall contain the specific Agreement article, section and paragraph that has allegedly been violated (e.g. Article 6.C) and a short statement of the facts giving rise to the violation and the relief sought. The written response shall include the decision and the rationale for such decision.

9. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file which shall constitute a "personnel file" within the meaning of the confidentiality provisions of ORS 342.850. Access to those files shall be limited to those directly involved in the case.

10. Except as otherwise provided by law or by agreement of the parties, meetings and hearings under this procedure shall not be conducted in public.

11. Attendance at an arbitration hearing by a substitute shall not be viewed as interrupting continuous service in an assignment exceeding ten (10) days.

## SECTION C - STEPS AND PROCEDURES

A grievance shall be initiated with the administrator whose action or decision is alleged to have

violated a provision of this Agreement.

#### LEVEL I

##### STEP 1 (Informal Level)

The grievant shall attempt to informally resolve the matter by a discussion with the administrator alleged to have violated a provision of this Agreement.

##### STEP 2

If the matter is not resolved at Step 1, the grievant shall file a written statement of the grievance with the administrator. Such filing shall be within ten (10) days of the Step 1 conference.

##### STEP 3

Within ten (10) days of the receipt of the grievance filed at Step 2, the administrator shall set forth in writing their decision.

#### LEVEL II (Chief Human Resources Officer)

##### STEP 1

An appeal of a grievance from Level I shall be filed with the Chief Human Resources Officer or Designee within ten (10) days following receipt of the Level I, Step 3 decision. Only the Association may advance a grievance to Level II.

##### STEP 2

Within ten (10) days of receipt of the appeal, the Chief Human Resources Officer or designee shall conduct a grievance hearing at a mutually acceptable time. Within ten (10) days following completion of the hearing, a written decision shall be provided to the parties.

#### SECTION D - ARBITRATION

If the decision of the Superintendent or Superintendent's Designee is not acceptable, the grievance may be pursued through arbitration. Only the Association may advance a grievance to arbitration. A grievance alleging violation of Article 7.B of this agreement may not be appealed to arbitration if the alleged discrimination is based on one or more legally protected classes. The Association must notify the District within ten (10) days of the receipt of the Superintendent's or Superintendent's Designee's decision of its intent to proceed to arbitration. Only the District and the Association, in its behalf or on behalf of a substitute(s), shall be parties to arbitration.

##### 1. Requesting an Arbitrator

Within ten (10) days of the receipt of a final Level II response or decision, the Association may request a list of seven (7) Oregon or Washington arbitrators from the Oregon State Conciliation Service who are members of the American Arbitration Association Labor Panel. A copy of the request shall simultaneously be filed with the District. Each party shall then alternately strike one (1) name from the list supplied until one (1) name remains and that person shall be the arbitrator. In the alternative, the parties may jointly agree upon any person to serve as arbitrator. The arbitrator shall fix the time and place for the hearing but with at least five (5) days written notice to the parties.

2. Authority of Arbitrator

The arbitrator shall issue a decision within thirty (30) calendar days of the close of the hearing or submission of briefs, whichever occurs later. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasons, and conclusions. The arbitrator may not add to, subtract from, or modify the terms of this Agreement, and may not award punitive damages. The arbitrator's decision shall be final and binding.

3. Cost

Fees and expenses for the arbitrator shall be borne equally by the Association and the District.

4. Evidence

Except for evidence used solely for impeachment or rebuttal or to refresh recollection, evidence shall be restricted to exhibits made known to the other party at least twenty-four (24) hours prior to the first arbitration session and to testimony from witnesses whose names were made known to such party within said time; provided that the arbitrator may, upon a showing of good cause or to prevent injustice, relieve a party from this restriction.

5. Communication with Arbitrator

Except as expressly authorized herein, there shall be no communication between the parties and the arbitrator other than at oral hearings and those necessary to accomplish the filing of evidence, briefs and papers, to arrange the order of proceedings and to provide notice. Prior to contacting an arbitrator, the opposing party shall be given notice by the initiator.

6. Conflict of Interest

No person shall serve as arbitrator in any arbitration in which they have any financial or personal interest in the result of the arbitration, unless the parties, in writing, waive such disqualifications. Prior to accepting the appointment or immediately upon

receiving notice of this rule, whichever is later, the prospective arbitrator shall disclose to the parties any circumstances likely to create a presumption of bias or which might disqualify the prospective arbitrator. If either party declines to waive the presumptive disqualification, the vacancy shall be filled in accordance with the procedures described below.

#### 7. Substitute Arbitrator

If any arbitrator shall resign, die, withdraw, refuse or be unable or disqualified to perform the duties of the office, it shall be vacant and the matter may be reheard by a new arbitrator. A party desiring to fill such vacancy and continue arbitration must give notice thereof to the other party and the Oregon Employment Relations Board within five (5) days of the date of receipt of knowledge of the vacancy and request that the Employment Relations Board furnish an additional list of seven (7) Oregon or Washington arbitrators. The successor shall then be selected in the same manner as in the original selection.

### **ARTICLE 12 – INSURANCE**

A. The District shall continue its contributions toward the cost of providing medical insurance plans for eligible substitutes. Eligible substitutes shall be able to participate in the PAT Part-Time Option II plans (currently Kaiser or Cigna). The amount paid by the substitute toward the cost of the plan shall not increase above that being paid as of June 30, 2020. Eligible substitutes may cover their spouses and/or dependent children in the medical insurance plan on a fully self-paid basis. Insurance coverage shall cease if the substitute is terminated or fails to remain on the substitute list.

B. The parties agree to share dental insurance premium contributions in an amount proportionate to each plan's premium cost share amounts effective during the 2020-2021 insurance plan year.

C. Eligibility for full year insurance coverage (October through September) shall be established as follows:

1. A substitute must have worked the equivalent of seventy (70) full work days in the preceding school year.
2. If a substitute who has worked at least the equivalent of seventy (70) days during seven (7) of the last ten (10) years, works the equivalent of fifty (50) or more, but less than the seventy (70) full work days in a school year, that substitute shall be considered eligible for insurance for the following school year, provided the substitute was generally available to work as a substitute. Eligibility must be reestablished once this option has been exercised.

3. If a substitute accepts an offer to fill a temporary position, days worked in the temporary position shall count toward the qualifying requirement for insurance eligibility. If a substitute takes a temporary position, the District and the Trust will coordinate the substitute's enrollment between substitute insurance and temporary insurance.

4. Substitutes must be fully available to work as a substitute during the current school year and must enroll when eligible in the medical/dental plan.

D. If required by law to purchase insurance from the Oregon Educators' Benefit Board (OEBB), the parties agree that, upon the Association's request, this collective bargaining agreement shall be open in its entirety for renegotiation.

E. Subject to all other qualification requirements described in this Article 12, due to the impacts of the COVID-19 pandemic, for the 2021-2022 school year only, (1) substitutes who worked the equivalent of sixty (60) full days in the 2020-2021 school year will be eligible for insurance pursuant to Article 12.C.1; and (2) substitutes who received insurance in the 2020-2021 school year and worked the equivalent of twenty-five (25) days in the 2020-2021 school year will be eligible for insurance pursuant to Article 12.C.1.

### **ARTICLE 13 – COMPENSATION AND INCENTIVES**

#### **A. Daily Rate of Pay**

The daily wage rate for substitutes shall be the greater of either eighty-six and one-half percent (86.5%) of Step B on the BA column of the regular teachers' salary schedule, or ten dollars (\$10.00) more than the published Oregon Department of Education final minimum pay rate.

#### **B. Extended Rate of Pay**

After working ten (10) consecutive days in the same assignment, a substitute will be paid the greater of either the daily rate of a beginning teacher on the BA column of the regular teachers' salary schedule, or ten dollars (\$10.00) more than the published Oregon Department of Education final minimum ten-day pay rate. If at the time of posting, it is known that the assignment will last more than ten (10) days, it will be posted and paid at the extended rate starting on the first day. The use of sick leave will not be considered a break in consecutive days.

#### **C. Additional Compensation**

Substitutes required to work outside of the daily assignment, such as for writing IEPs and other plans or meeting with parents, shall be compensated at the per diem hourly rate (Daily Rate of Pay divided by 7.5).

#### **D. Incentive Pay**

If a substitute fulfills an assignment at District-designated schools they will receive an incentive of at least fifteen (15) additional dollars for a full day and at least ten (10) additional dollars for a half day. The District may designate a school as an incentive school at any time, for the remainder of the school year. The District will provide the list of incentive schools to PAT and in the absence management system. The District has discretion to determine what schools will qualify for incentive pay. The District may require paid professional development as a prerequisite for qualifying for incentive pay.

Substitutes will receive an additional ten (10) dollars per full day equivalent end-of-school-year stipend for all days worked over eighty-seven (87) in a school year at incentive-pay schools.

E. Incentive Professional Development

The Substitute Office will provide one day of paid professional development training offered on a non-student weekday to any substitute who works at least ten (10) full days in the prior school year at incentive pay schools identified in Article 13D. This provision becomes effective at the conclusion of the 2021-2022 school year.

F. Incentive Interview

For any substitute who works at least twenty-five (25) full days at a single incentive-pay school identified pursuant to Article 13.D, the District will grant the substitute one interview for one open position during the external interview round at any incentive-pay school provided the substitute applies for the open position and is otherwise qualified. A substitute who qualifies for this incentive interview must notify the Substitute Office that they have applied for an open position at an incentive pay school.

## **ARTICLE 14 – DURATION**

A. Except as otherwise provided elsewhere in this Agreement or in this Article, this Agreement shall become effective the day following ratification by the parties and shall remain in effect through June 30, 2024. The wage rates for all employees shall be retroactive to July 1, 2020.

B. The District agrees to print sufficient number of copies of this Agreement to be delivered to the Association to provide to all substitutes. A copy of the Agreement shall also be provided to any newly hired substitute.

C. This Agreement shall take precedence over any District policy, rule or regulation, which may be inconsistent with the Agreement.

D. During its duration, the Agreement may only be modified by the mutual consent of the Association and the District. In addition, because of the passage of Ballot Measure #5 on



November 6, 1990, and given a change in financial resources available to the District which would demonstrably and drastically reduce the District's revenue, the parties would agree to meet to analyze the impact and resulting status and to mutually make modifications that may be judged to be necessary and in the best interest of the parties including reopening economic or other sections of this Agreement, upon written request and notification from either party.

E. Should any part of this Agreement be declared illegal by a court or agency of competent jurisdiction, the remainder of the Agreement shall continue in effect and the parties shall enter into negotiations the section declared to be illegal within thirty (30) days of such decision.

**On behalf of PPS**



Guadalupe Guerrero  
Superintendent

02/15/2022

Date

**On behalf of PAT SUBSTITUTES**



John Berkey (Mar 17, 2022 12:38 PDT)

John Berkey  
PAT/OEA UniServ Consultant

Date



Elizabeth Thiel (Mar 17, 2022 13:09 PDT)

Elizabeth Thiel  
PAT President

3/17/22

Date



Mark Oshin (Mar 17, 2022 13:31 PDT)

Mark Oshin  
Bargaining Chair

Date



Steven Alexander (Mar 17, 2022 16:46 PDT)

Steven Alexander  
Bargaining Team Member

3/17/2022

Date



Gregory M. Burrill (Mar 30, 2022 06:17 PDT)

Greg Burrill  
Bargaining Team Member

3/30/2022

Date

## **MEMORANDUM OF UNDERSTANDING**

### **Substitute Systems and Assignment of Substitutes**

The parties agree that if the District decides to change to a different software-based absence management system, the District will consult with the Association to select a replacement system. In evaluating systems and bargaining any impacts of the change to the replacement system, the parties will attempt to find and implement a system that meets the following criteria:

1. Prioritization of assignment offerings by area of certification/endorsement, areas of interest, and general list/restricted list status.
2. Restricted List substitutes' ability to set restrictions on their assignments based on school, times and/or certification/endorsement.
3. Regular Unit professional educators' ability to offer assignments to specific substitutes.
4. Substitutes' ability to accept or reject jobs.
5. Substitutes' ability to indicate that they are unavailable to work on a given half/full-day.
6. Limitation of the times that phone calls are made to substitutes.
7. Absence of any fee for job-finding mobile device applications.

For the purposes of bargaining any impacts of a replacement substitute system, these criteria shall be considered a part of the status quo.

## **MEMORANDUM OF AGREEMENT**

### **Committee Discussions to Improve Fill Rates**

The District and the Association will form a committee to develop methods to increase fill rates in Incentive schools. The committee will begin its work no later than November 1, 2021. The concepts for discussion will include the development of Incentive School Substitute Cadres and emergency licensed substitutes in addition to any other concept.

## APPENDIX A

VIA [DELIVERY METHOD]

[DATE]

[EMPLOYEE NAME]

[EMPLOYEE ADDRESS]

[CITY, ST ZIP]

RE: Letter of Expectation

Dear [EMPLOYEE NAME]:

The purpose of this letter is to confirm our discussion on [MEETING DATE], at which I communicated the expectation, standard, or policy stated below. This letter is to clarify my expectations. It is not a finding of fault or misconduct and is not a disciplinary action. It is expected that you will adhere to the professional standards and expectations of the District including, but not limited to:

- [STATE SPECIFIC EXPECTATION, POLICY, PROCEDURE OR PROFESSIONAL STANDARD.]

Please feel free to contact me if you have any questions about these expectations or if you would like to discuss whether there may be any training or learning opportunities related to them. Failure to comply with these expectations may lead to discipline, up to and including termination.

Sincerely,

[NAME], Principal

cc: Official District Personnel File  
District Substitute Office

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4881-3403-8283, v. 2











# PPS-PAT Subs CBA (Final) 2021-2024 4855-9411-4319 v.4













Final Audit Report

2022-03-30

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|-----------------|--|
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-  Email viewed by John Berkey (john.berkey@oregoned.org)  
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-  Document e-signed by John Berkey (john.berkey@oregoned.org)  
Signature Date: 2022-03-17 - 7:38:19 PM GMT - Time Source: server- IP address: 73.157.206.174
-  Document emailed to Elizabeth Thiel (elizabeth.thiel@oregoned.org) for signature  
2022-03-17 - 7:38:21 PM GMT
-  Email viewed by Elizabeth Thiel (elizabeth.thiel@oregoned.org)  
2022-03-17 - 8:08:56 PM GMT- IP address: 204.131.47.218
-  Document e-signed by Elizabeth Thiel (elizabeth.thiel@oregoned.org)  
Signature Date: 2022-03-17 - 8:09:50 PM GMT - Time Source: server- IP address: 204.131.47.218
-  Document emailed to oshinmark@gamil.com for signature  
2022-03-17 - 8:09:51 PM GMT
-  Email sent to oshinmark@gamil.com bounced and could not be delivered  
2022-03-17 - 8:20:06 PM GMT
-  Ashley Andreasen (ashley@cdrlaborlaw.com) replaced signer oshinmark@gamil.com with Mark Oshin (oshinmark@gmail.com)  
2022-03-17 - 8:25:41 PM GMT- IP address: 71.63.230.121

-  Document emailed to Mark Oshin (oshinmark@gmail.com) for signature  
2022-03-17 - 8:25:41 PM GMT
-  Email sent to oshinmark@gamil.com bounced and could not be delivered  
2022-03-17 - 8:26:05 PM GMT
-  Email viewed by Mark Oshin (oshinmark@gmail.com)  
2022-03-17 - 8:29:34 PM GMT- IP address: 66.249.84.193
-  Document e-signed by Mark Oshin (oshinmark@gmail.com)  
Signature Date: 2022-03-17 - 8:31:29 PM GMT - Time Source: server- IP address: 75.164.85.240
-  Document emailed to Steven Alexander (stevena17@gmail.com) for signature  
2022-03-17 - 8:31:30 PM GMT
-  Email viewed by Steven Alexander (stevena17@gmail.com)  
2022-03-17 - 9:45:57 PM GMT- IP address: 66.249.84.207
-  Document e-signed by Steven Alexander (stevena17@gmail.com)  
Signature Date: 2022-03-17 - 11:46:05 PM GMT - Time Source: server- IP address: 67.171.189.213
-  Document emailed to Gregory M Burrill (gregearl1@outlook.com) for signature  
2022-03-17 - 11:46:07 PM GMT
-  Email viewed by Gregory M Burrill (gregearl1@outlook.com)  
2022-03-18 - 1:00:52 PM GMT- IP address: 73.164.187.43
-  Email viewed by Gregory M Burrill (gregearl1@outlook.com)  
2022-03-30 - 1:12:46 PM GMT
-  Document e-signed by Gregory M Burrill (gregearl1@outlook.com)  
Signature Date: 2022-03-30 - 1:17:05 PM GMT - Time Source: server
-  Agreement completed.  
2022-03-30 - 1:17:05 PM GMT