

FAQ – Grievance Settlement for Overage Pay Thresholds

1. What Grievance(s) is/are part of the settlement?

A. The settlement includes three separate grievances:

- #21-12/2019jb (“Overage Grievance”),
- #1-2/2021jb (the “High School 4x4 Overages Grievance”),
- #06/2021mc (the “César Chávez Overage Grievance”) .

The first grievance was filed in 2019 once PAT knew that PPS was refusing to discuss further changes the “methodology” chart that PPS created to implement the then-new overage language in Article 8.3 and 8.4. That grievance addressed eight types of violations that PAT believed PPS was guilty of during the 2018/2019 school year (and all following years), and was filed on behalf of the entire PAT.

The second grievance was filed in 2121 when it was clear that most PPS COVID High School Schedules violated an element of the CBA language related to overages. It was filed on behalf of PAT members in each high school except Lincoln and Cleveland (their schedules were unchanged from the 6 of 8 model). This grievance was specific to the adjusted HS COVID schedules during the 2021/2022 school year.

The third grievance was filed in late 2021 and included most educators assigned to César Chávez. This grievance primarily covered the 2021 - 2022 school year.

2. Why did PAT settle rather than arbitrate the grievances?

A. In all arbitrations there is a risk of the arbitrator ruling against our position, either completely or partially. While PAT believed that our cases were strong, even a win in arbitration would not necessarily provide a sustainable solution to certain complex contract interpretation issues regarding the various overage claims we brought. By contrast, with a settlement we were able to guarantee compensation for our bargaining unit and also secure important improvements in how our contract is interpreted.

Because the benefit of the settlement to PAT members was so large, and the risk of a loss can NEVER be ruled out, PAT believed that the settlement was too important to disregard.

3. Who approved the settlement?

A. The settlement was approved by the PAT Advocacy Committee to bring to the PAT Executive Board. The Executive Board voted to approve the settlement on July 3rd, 2022. The PPS Board of Education approved the settlement on August 23rd, 2022.

4. What bargaining unit members are impacted by the settlement?

A. Every bargaining unit member of the PAT is going to benefit from our success in this settlement because PAT and PPS now have written documentation on how to interpret overage language in the CBA, as well as new contract language which will directly improve working conditions for large numbers of PAT members.

In addition, some bargaining unit members will receive payments for overages that PAT contends PPS wrongly denied them.

5. Which bargaining unit members will receive payments as part of the settlement?

A. Any bargaining unit member who submitted a complaint using the PPS created google form for overage questions about the lack of an overage, or the size of the overage, in any of the years included in the payment portion of the settlement, was considered for inclusion in the settlement. From among those complaints, PAT identified the particular claims which were actual violations, and which PPS did not eventually pay the overage. Only unit members whose claims were both submitted through the PPS google form and verified by PAT as unpaid violations will receive payments.

6. I believe I had a denied-overage in 2019, 2020, 2021, or 2022. Can I still submit the data for inclusion and a payment?

A. No, only individuals who had submitted a claim in the year that the potential violation occurred will receive payments. Remember, in Article 5.1.4 of the PAT/PPS CBA, it states that a grievance must be filed "within thirty (30) days after the first knowledge by the injured party." Because PPS and PAT informed members every year that they should use the google form, only the PAT members who did can receive payments.

7. What were the "wins" in the settlement?

A. PAT worked on the settlement with PPS in meetings that took place over half a school year.

As a result of the agreement, PAT was able to get:

1. Language that fairly addresses educators who teach "advisory" sections and provides prorated overage payments for those classes
2. Language that counts out of state/out of district IEPs assigned to PAT unit members part of the case load for SLPs, School Psychs, and Learning Center Teachers for the purposes of overages.
3. Language that requires an additional IEP case management period of at least 40 minutes per day for all Special Education unit members with IEP caseloads.
4. Mutually understood interpretations that address all aspects of the existing methodology and CBA language.
5. Payments for all members who submitted a valid claim/complaint

8. Are we still going to Arbitration over any issues?

A. Yes. There is one element of the first grievance about which the two sides were unable to come to an agreement. PPS refused to agree that educators who have a full 1.0 FTE, but are assigned quasi-administrative duties so that they teach less than a 1.0 schedule, should have their overage numbers prorated. We will go to arbitration over that in December of 2022, unless we reach a settlement with PPS first.

9. My principal told me that I wasn't entitled to an overage. What can be done about that?

A. Even if your principal was incorrect about the CBA and therefore gave you false advice about your right to an overage, unless you filled out a claim/complaint using the google form you won't be included in the payments. As in all cases, you should ask your building rep for guidance about the PAT/PPS CBA. PPS principals normally get their advice from PPS HR, and PAT often disagrees with PPS HR about your collectively bargained rights.

10. Is there anything we didn't "win" in the settlement?

A. Yes. PAT agreed that in order to win all language issues, and to gain new additions to the CBA that benefit PAT members, we would accept a percentage of the financial penalties we originally sought. Members who receive payments will receive approximately 23% of what the full penalty owed to them would have been had we won at arbitration.

PAT believed that partial payments for past overages, plus a system that worked moving forward with full payments for any future violations, was better than the risks entailed with arbitration.

11. When will I get my money?

A. The settlement requires PPS to make payments as determined by the PAT 60 days after the final approval of the settlement agreement. Since that wasn't until August 23rd, and "days" does not include weekends or holidays, payments won't be made until November. PAT will send you a letter explaining the amount and nature of the payments, but the payments themselves will come from PPS.

12. Moving forward, what do I do if I believe I have a student or caseload overage this year?

A. As in all other years, there are two days when student or caseload numbers are used to determine overage payments. If, on the third Monday in October and/or on the third Monday in February, you believe you have an overage you should make a screenshot of your total student load or caseload. Once PPS makes the overage payments and you don't receive one, use the "methodology chart." The chart includes a link to the google form used to submit member claims of disputed overages. Be sure to submit the screenshots as proof of your claim.

If there is still a dispute, contact your building rep who can get the PAT office your information. We will work with PPS HR to determine what should be paid.