

**SUBSTITUTE  
TEACHERS'  
AGREEMENT**

**BETWEEN  
SCHOOL DISTRICT NO.1,  
MULTNOMAH COUNTY, OREGON  
AND PORTLAND ASSOCIATION  
OF TEACHERS**



**2012-2016**

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**AGREEMENT BETWEEN  
SCHOOL DISTRICT NO. 1  
MULTNOMAH COUNTY, OREGON  
AND  
PORTLAND ASSOCIATION OF TEACHERS**

**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 teachers 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 teachers.
- 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.

**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 school district property, use district facilities and equipment, use district mail services, teachers' mail boxes, 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 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 teacher.
- 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 substitute teachers' 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. Issues relating to substitutes may be brought to the contract administration meetings as provided in the PAT Teachers' Contract.
- H. The District will consider up to three (3) substitute teachers identified by the Association as being on release time during the times that negotiations occur between the District and the Association. That is, such substitute teachers 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 teacher.

**ARTICLE 3  
DUES AND PAYROLL DEDUCTIONS**

- A. A substitute teacher may request, in writing, that his/her regular Association membership dues, including NEAFCAPE, OEA-PIE PAT-TVIP and the OEA Foundation, be deducted from his/her salary. Such authorization shall continue in effect until revoked in writing. Deductions will be made only for the months the substitute teacher actually works.
- B. The District shall deduct an amount(s) established by the Association not to exceed usual and customary dues for substitutes, each pay month from the pay of each substitute who actually works that month and who is not a member of the Association. Such an amount shall represent compensation to the Association for any purpose authorized by law for use of fair share fees.
- C. By the 5<sup>th</sup> working day of each month the District shall provide a check with the sum of all such deductions for the previous month's paycheck 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 provides for and agrees to indemnify, defend and hold the District harmless for the foregoing fair share deductions and dues deductions authorizations and withdrawals procedures. In the event the District

invokes this paragraph, then the Association will provide the attorney and the parties will fully cooperate in any litigation. In the event the District wishes to use its own attorney, then the District will pay the cost of said attorney.

- F. Substitute teachers' 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 substitute teachers of the District.

#### **ARTICLE 6 SUBSTITUTE RIGHTS**

##### **A. Personal Life.**

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 his/her duties.

##### **B. Personnel File.**

A substitute shall be provided a copy of any materials relating to his/her work performance if such materials are to be placed in that substitute teacher's personnel file. Materials related to an incident, other than a complaint processed according to paragraph D. of this Article, must be placed in the file within thirty (30) days of knowledge of the incident by the Human Resources Department. A substitute shall have the right to review the contents of his/her 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 his/her personnel file. A substitute may request and have granted that letters of warnings and reprimands be removed from his/her file if after three (3) years of being written no subsequent similar entries have been made into the personnel file.

### **C. Representation.**

If a substitute is required to meet with an administrator regarding a matter that could result in discipline, the substitute shall be given prior written notice of the reasons for such meeting and of the right to have a representative of the Association present.

### **D. Complaints.**

"Complaint" means an allegation made against the substitute teacher brought by a parent, other citizen, a non-supervisory third party or a supervisor. "Days" means regular student school days. A substitute teacher shall be notified of any complaint which the Human Resources administrator responsible for substitutes considers to be of such a nature that discipline could result. Such complaint must be received by the Human Resources Department within twelve (12) days of the date of the incident or upon first knowledge by the site administrator. Notice to the substitute teacher shall be given within fifteen (15) days following receipt of the complaint or report by the Human Resources Department.

A substitute teacher shall have the right to have a representative present at any meeting with an administrator regarding a complaint. The supervisor shall describe the specifics of the complaint, including but not limited to, the time, place and type of action complained of, if known, at the meeting. If the complaint is used to support any disciplinary action, the name of the complainant shall be given. Complaints, including complaint forms, shall not be placed in the personnel file unless attached to a reprimand. If the complaint results in disciplinary action, it is subject to Article 6, Section G.

### **E. Classroom Restriction.**

A request that a substitute not return to a particular classroom shall be honored if the 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 teacher.

### **F. Building Restriction.**

A request by a supervisor that a substitute not return to a particular building shall be honored as long as there was a substantive reason and such reason was within the control and responsibility of the substitute. Prior to such a determination by the Human Resources Department, a meeting of the substitute, an Association representative, if requested, the supervisor or designee, and a Human Resources Department representative will be held. 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.

The first such building restriction shall be considered the same as Step 1 of progressive discipline and the second such building restriction shall be considered the same as Step 2. Building restrictions 3 and 4 are equivalent to Steps 3 and 4 of the stated progressive discipline.

For purposes of progressive discipline only: A first building restriction shall not be used to support further progressive discipline after two (2) years from the expiration of the restriction, provided there has been no additional building restriction. A second building restriction shall not be used to support further progressive discipline after three (3) years from the expiration of the restriction, provided there has been no additional building restriction.

### **G. Employee Discipline.**

No substitute shall be disciplined without just cause. Reprimands shall be made privately. Materials relating to disciplinary action shall be placed in the personnel file.

Use of the reports that are sent to the substitutes for the purpose of progressive discipline shall be as follows:

1. A first report shall be sent to the substitute for information only. Human Resources may do a follow-up contact with the substitute to ensure that he/she received the report.
2. A second report shall result in a conference with the representative of the Human Resources Department.
3. A third report shall result in the substitute being placed on "request only" status or other type of restriction and the substitute shall be notified that any subsequent report shall result in the substitute being removed from the substitute list.
4. A fourth report shall result in removal of the substitute from the substitute list.

Steps 3 and 4 above shall be subject to just cause including any reliance on reports at Steps 1 and 2. Action by the District may commence at any of the above steps depending on the severity of the report.

### **H. Physical Examinations.**

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

### **I. 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, 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, 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 minority 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 659.028 and 659.030.

**J. Nonreprisal for Grievances.**

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

**K. Academic Freedom.**

A substitute teacher while assigned as 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 teacher or when students finish the planned lesson early.

**L. Student Grades and Discipline.**

When the substitute teacher 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 teacher shall have the same rights in administering student discipline and student health procedures as the 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 teacher 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 receiving unit member. 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.



#### **M. Personal Injury Benefits and Property Loss.**

1. Any case of assault upon a substitute while acting within the scope of his/her 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 his/her 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.

#### **N. 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 teacher while in the normal course of his/her 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 teacher. The District may require as a condition to this coverage that before the vehicle is used on District business, the substitute teacher provide a license of insurance showing that he or she has at least the minimum amount of insurance required to license a vehicle in the State of Oregon. The District will reimburse the substitute teacher for any deductible cost the substitute teacher is required to pay, as a result of an on-duty accident, not to exceed Two Hundred Fifty Dollars (\$250). Reimbursement will not be made if the substitute teacher is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

#### **O. Safety.**

A substitute shall have the right to refuse to expose himself or herself 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 his/her 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 notice when non-routine cleaners, paints, sealant, and other chemicals are to be used at the work site.

**P. 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.

**Q. Substitute Teacher Report Form.**

The District and the Association shall use a mutually agreed upon electronic Site Report Form for use by substitute teachers to identify those buildings which do not provide building information, up-to-date attendance lists, secure locations for personal belongings, and/or other information or tools necessary to the substitute teaching assignment.

The Substitute Office shall review submitted Site Report Forms and promptly work with the site administrators to insure that substitute teachers are provided with the needed materials and information. The Substitute Office shall provide this information upon request to PAT at regularly scheduled meetings with PAT.

**ARTICLE 7  
SUBSTITUTE LISTINGS**

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

**1. Master Substitute Listing**

This listing shall be of those substitutes available for assignment without restriction within their substitute certification. Substitutes on the master list may, however, indicate their preference of assignment.

**2. Restricted Substitute Listing**

This listing shall be those substitutes who have indicated their desire to limit their assignments to particular subject matters, locations, or times. Substitutes on the restricted listing, however, may be called for other assignments when requirements for substitutes cannot be adequately filled with substitutes from the master listing. Eligibility for the restricted list is open to substitutes with a hire date prior to January 1, 1995, and to PPS retirees and to part-time teachers.

B. Needs for substitutes shall first be filled from the master substitute listing. The District may consider the following factors in making such assignments: certification in area requested, knowledge and/or experience in the area requested, equitable distribution of assignments (fairness factor) and seniority as a substitute. An exception will be made when a request for one substitute for a specific assignment is received by the Substitute System using the process described below.

- C. The following process shall apply in filling requests for substitutes:
  - 1. Requests will be filled in the order requested. Retentions and continuing assignments take precedence over new requests.
  - 2. Calls for substitutes, except in an emergency, shall generally be made during the week commencing Sunday afternoon through Friday noon.
  - 3. Two (2) requests for substitutes may be made by absent teachers. If, due to an error by the District's Substitute Office, no attempt is made to contact the two substitutes requested, the first substitute requested shall be paid one-half for the amount of the assignment and shall receive credit toward insurance, assuming that each substitute was properly licensed for the assignment, was available, and not equivalently assigned elsewhere.
- D. The substitute listings (and monthly updates of those listings) shall be emailed to teachers and substitute teachers in care of their District email addresses.
- E. A substitute on the master substitute listing 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. 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.
- F. If a substitute has not been interviewed by the Human Resources Department within the last two years, s/he may upon request to Human Resources be granted such an interview to enhance her/his applicant standing.
- G. 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. Teachers 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.

## **ARTICLE 8 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 not 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. After working ten (10) consecutive days in the same assignment, the workday and schedule for full-day substitutes shall be the same as that for regular teachers.
- D. If a substitute is called for an assignment 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 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 assignment, if the substitute declines the assignment they will not be paid.

- E. The general times adhered to shall be outlined in the Portland Public Schools Schedule of School Starting/Ending Times (Substitute Teacher Work Day Schedule). These times shall coincide with the contractual workday for substitute teachers. 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 10.C
- F. 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.
- G. Substitute teaching in regularly scheduled night school (Benson, Grant and Marshall) and year-round school shall be counted as half-day or full-day as outlined in Article 8.A and B for the purpose of calculating benefits eligibility.
- H. The parties agree that orientation/professional development for substitute teachers is a desired operational goal. When funds are available, the District will provide a one-half day paid orientation/professional development for substitute teachers. The Contract Administration committee shall coordinate the elements of the program and its implementation.

## **ARTICLE 9 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 **“party in interest”** is the grievant(s) and any person(s) who might be required to take action to resolve the dispute.
5. A **“day”** is defined as a regular student school day.
6. 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 himself/herself at Levels I and II. A substitute representing himself/herself 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 up to the step of arbitration 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.

An individual may not proceed to arbitration without the written consent of the Association.

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.), 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 seven (7) days of the Step 1 conference.

#### **STEP 3**

Within seven (7) days of the receipt of the grievance filed at Step 2, the administrator shall set forth in writing his/her decision.

### **LEVEL II (Superintendent or Superintendent's Designee)**

#### **STEP 1**

An appeal of a grievance from Level I shall be filed with the Superintendent or Superintendent's Designee within seven (7) days following receipt of the Level I, Step 3 decision.

#### **STEP 2**

Within ten (10) days of receipt of the appeal, the Superintendent or Superintendent's Designee shall conduct a grievance hearing at a mutually acceptable time. Within seven (7) days following completion of the hearing, a written decision shall be provided to the parties.

#### **STEP 3**

Within seven (7) days following receipt of the Level II, Step 2 decision, the grievant shall notify the Superintendent or Superintendent's Designee as to whether or not the decision is acceptable. If it is not acceptable, the decision shall be submitted to the Superintendent for recommendation to the Board of Education. Board action shall ordinarily take place at the next scheduled Board meeting provided the next scheduled meeting is beyond seven (7) days from the date of the receipt of the notice that the Superintendent or Superintendent's Designee's decision is not acceptable.

## **SECTION D – ARBITRATION**

If the decision of the Board is not acceptable, the grievance may be pursued through arbitration. The grievant must notify the District within ten (10) days of the receipt of the Board decision of his/her 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 seven (7) 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) 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 he or she has 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 him or her. 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 10 INSURANCE**

- A. The District shall continue its contributions towards the cost of providing medical insurance plans for eligible substitutes. Effective October 1, 2013, the substitute plans with the School District No.1 Health and Welfare Trust shall be discontinued and substitutes shall be covered under the PAT part-time Kaiser or Providence plans. The amount paid by the substitute towards the cost of the plan shall not increase above that being paid as of June 30, 2012. 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 District shall contribute twenty-four dollars (\$24.00) per month in 2012-13, and for all subsequent years, the District agrees to increase this contribution by two dollars (\$2.00) per month per school 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 teacher. 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 towards 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 teacher 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.



**ARTICLE 11  
COMPENSATION**

**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. Ten-Day 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.

**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 in Section B above.

**ARTICLE 12  
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, 2016. The wage rates in this agreement shall be retroactive to July 1, 2012.
- B. The District agrees to print sufficient number of copies of this Agreement to be delivered to the Association to provide to all substitute teachers. 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.

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## MEMORANDUM OF UNDERSTANDING


### Substitute Systems and Assignment of Substitutes


The parties agree that if the District decides to move to a substitute system other than AESOP, the District will consult with the Association to select a replacement system. In evaluating systems and bargaining the impacts of the change to the replacement system, the parties will attempt to find and implement a system that meets the following criteria:


1. Requests to fill full-day assignments will take precedence over requests to fill partial-day assignments. However, partial-day assignments may be filled in advance when it is known that a number of substitutes will be needed because of workshops, conferences, or other occasions requiring a significant number of substitutes. Requests will be filled in the order requested. Retentions and continuing assignments take precedence over new requests.
2. In assigning substitutes, the substitute system will leave assignment information with a responsible adult, or an answering device, or via an approved messaging device prior to 9:30 PM. It will be assumed that the assignment has been accepted unless the substitute informs the system/substitute office otherwise by 5:30 AM on the day of the job. Failure of a substitute to do so shall result in that substitute forfeiting receiving assignments via the use of answering and message devices for up to one (1) semester. Repeated failure by a substitute shall result in forfeiture of the use of answering and message devices for receiving assignments.


For the purposes of bargaining the impacts of a replacement substitute system, these criteria (not AESOP practice) shall be considered a part of the status quo and shall supersede any current practices inconsistent therewith.

**Portland Association of Teachers, by:**

  
\_\_\_\_\_  
Gwen Sullivan  
President

  
\_\_\_\_\_  
Mark Oshin  
Team Member

  
\_\_\_\_\_  
Ray Ambling  
Team Member

  
\_\_\_\_\_  
Sandi Pollitt  
Team Member

  
\_\_\_\_\_  
John Berkey  
UniServ Consultant

**Portland School District No. 1, Multnomah County, Oregon by:**

\_\_\_\_\_  
For the District  
Sean L Murray  
Chief Human Resource

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013


~~Officer~~

Portland School District No. 1, Multnomah County, Oregon, by:




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Sean L. Murray  
Chief Human Resource Officer




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Carole Smith  
Superintendent



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Greg Belisle  
Board Co-Chair



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Pam Knowles  
Board Co-Chair

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**This index was prepared for the convenience of PAT members and administrators. An omission from the index does not mean the item is not in the contract. These headings and descriptions are for convenience only; if any of them conflict with the contract, the contract controls.**