

# **SUBSTITUTE TEACHERS' AGREEMENT**

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



**2007-2012**

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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 ~~only~~ 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~~

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.



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

withdrawals procedures. In the event the District invokes this paragraph, then the Association will provide the attorney and the ~~board~~ will fully cooperate in any litigation. In the event

**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

A substitute shall be provided a copy of any materials relating to his/her work performance if such materials are to be placed in



responsible for substitutes considers to be of such a nature that discipline could result. Such complaint must be received by the

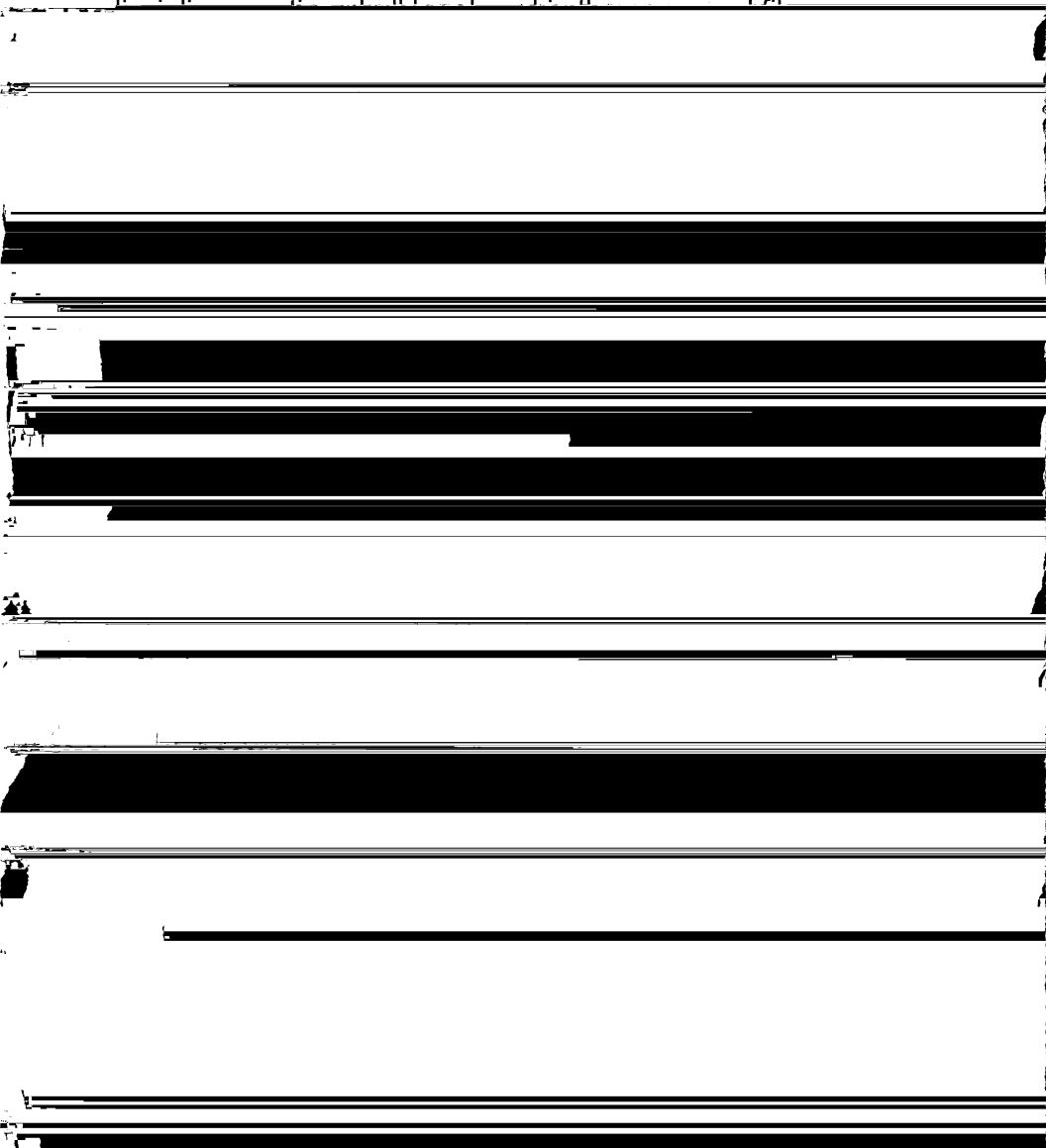
date of the incident or upon first knowledge by the site administrator. Notice to the substitute teacher shall be given within fifteen (15) days following receipt of the complaint or report by the Human Resources Department.

A substitute teacher shall have the right to have a representative present at any meeting with an administrator regarding a

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.

**G. Employee Discipline.**

No substitute shall be disciplined without just cause.  
Reprimands shall be made privately. Materials relating to



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.

following:

1. District participation in programs conducted in an effort to

## **J. Nonreprisal for Grievances.**

A grievance 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

discipline in accordance with the Students' Rights and  
Responsibilities Handbook

procedures so that information about students with  
records of violence, including weapon violations will be

- c. When use of personal property for instructional purposes has been approved in writing by the building administrator and the substitute has

Reimbursement shall be at replacement cost (not to exceed actual cost) less any insurance or worker's compensation

**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

the work site.

**P. Keys.**

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



3. Calls for substitutes, except in an emergency, shall generally be made during the week commencing Sunday afternoon through Friday noon.
4. 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

**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

**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 "**party**" is defined as including all parties to the Agreement.



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 "grievance 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.

STE [REDACTED] P 1

[REDACTED] of experience from Level I shall be filed with the

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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,

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

**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

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



**ARTICLE 10  
INSURANCE**

- A. The District shall continue its contributions towards the cost of providing medical insurance plans for eligible substitutes

The amount paid by the substitute towards the cost of the

plan shall not increase above that being paid as of June 30, 1995. Eligible substitutes may cover their spouses and/or dependent children in the medical insurance plan on a fully self-paid basis.

- B. The District shall contribute sixteen dollars (\$16.00) per month in 2007-08, and eighteen (\$18.00) dollars per month in 2008-09 towards the purchase of employee dental

insurance for eligible substitutes. The District agrees to increase this contribution by two (\$2.00) dollars per month per school year up to a maximum of twenty-four (\$24.00)

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 eighty-six and

the mutual consent of the Association and the \_\_\_ District. In addition, because of the passage of Ballot Measure #5 on

# MEMORANDUM OF UNDERSTANDING

## Substitute Teacher Site Report Form

The District and the Association shall develop a mutually agreed

to identify those buildings which do not provide building

**Minimum Daily and Ten-Day Rates of Pay**

The District agrees that the substitute daily rate of pay shall be the greater of the rate negotiated in Article 11.A. of this Agreement, or a rate equal to ten dollars (\$10.00) more than the

published Oregon Department of Education final minimum pay rate for the first ten consecutive days of substitute teaching. The District further agrees that the substitute ten-day rate of pay shall be the greater of the rate negotiated in Article 11.B. of this Agreement or a rate equal to ten dollars (\$10.00) more than the published Oregon Department of Education final minimum ten-day pay rate for districts with a salary schedule

For the District:

By: 

Thomas C. Gunn, Director of Labor Relations

For the Association:

# MEMORANDUM OF UNDERSTANDING

## Orientation/Professional Development

The parties agree that orientation/professional development for

during the 2007-08 school year a task force consisting of four



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