



Know Your Contract

Presented via Zoom

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**Presented by your Union:
Portland Federation of School Professionals (PFSP)**

Who We Are

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***Celebrating over 100 years!
1919 - 2021***



PFSP – Who we are

Welcome to PPS and PFSP!

- Who is new to PPS?
- Who is a current employee but never received an Orientation/Onboarding?
- We want to *welcome* you and inform you about working at PPS and being represented by PFSP – *Portland Federation of School Professionals*.
- PFSP is affiliated with the American Federation of Teachers (AFT) – we are Local #111 – the *oldest* AFT affiliate West of the Mississippi!

Welcome!

You are now represented by a union – PFSP. You and your Union have rights under the Contract.

- Who is represented by PFSP
- Who may not belong?
 - “Confidentials” and “Supervisors”
 - Some temporary employees
 - Substitutes

Recognition

Your PFSP Contract:

- allows PFSP to visit and conduct Union business at worksites. *** (See below)
- allows PFSP to use District facilities free of charge
- grants PFSP the right to use District equipment & services, including PONY
- grants PFSP the right to post Union announcements on staff bulletin boards
- allows PFSP to speak at School Board meetings
- grants the PFSP worksite leader up to 45 minutes per month to conduct Union business at sites with 8 or more members *** (See below)

Exciting news: Effective Jan. 1, 2020, *HB 2016* took effect. Employers are now required to allow unions (PFSP) to hold new hire orientations within a certain amount of days from hire, *** union meetings may occur during the day, and lots more.

Article 4: Federation Rights

The District's Rights

- Assign and direct your work and location, and determine your working hours – *we'll discuss CDL and Virtual classes in just a moment!*
- Establish the work year and school calendar
- Determine the location or relocation of facilities, including schools and departments

What does this mean to you? Your employer (PPS) has the right to determine your work location, your working hours, and the work calendar.

Article 7: Management Rights Clause

YOUR Rights:

- You have the right to review your own official personnel file in HR.
- You may respond, in writing, to any document in the file. And you must be given a copy of all documents placed in file.
- There may not be any anonymous materials placed in your file.
- You may request, in writing, that oral warnings and reprimands (not evaluations) be removed from your HR file and building file after two years, if no other entries.
- You may add your own personal documents to your file.
- PFSP may review an employee's file.

Article 10: Personnel File

- **ALL** new employees will be given a job description
- Your supervisor **must** provide a written “position guide” within 30 days of your placement. This will include your duties at your worksite.
- You may request a review of your job and position guides if there are discrepancies
- Educational Assistants, Paraeducators, and Library Assistants must be under “direction” of a teacher or licensed staff member; however, they are **NOT** your supervisor.
- EAs, Paras, LAs may not be expected to develop lesson plans.
- Employees must be given administrative support when dealing with behavior issues.

Article 11: Job Description/Position Guide

- You may apply for position openings after your six-month probationary period is complete.
- EA and Para positions will be posted between April 1 – July 15 for the following school year. EA and Para positions will continue to be posted by worksite.
- You may apply for up to five positions.
- Paras and EAs may submit an online application for transfer during school year.
- Openings may be filled by promotion within worksite.
- Openings may be filled by unassigned employees.

Article 12: Position Vacancies and Announcements

- If you are promoted – *Congrats!* - you shall be placed on new salary steps using the initial salary placement process.
- You may request reclassification to a higher level.
- If you are assigned the full duties and responsibilities of a higher salary level for more than five days, you may request a minimum 5% “out-of class.”
- Allows PFSP to participate in a “Job Reclassification Committee.”

Article 13: Promotions & Reclassifications

- Provides career development funds up to \$700 each school year.
- Fund is distributed one-half after July & January.
- District will cover cost of tuition, supplies, mileage, and testing fees for any class or workshop employee is directed to attend, and will pay salary if outside of workday.
- Establishes \$10,000 fund towards cost of *Classified Connections*.

Article 14: Career Development

- You are allowed an unpaid, 30-minute, continuous, duty-free lunch if working more than 5 hours.
- If you are required to work a “duty lunch,” you shall be given the time off at end of day.
- Entitles employees working the “greater portion of 4 hours” a 15-minute break
- You are to be provided two 15-minute breaks each day if working more than 6 hours

Article 15: Lunch and Rest Periods

- “Overtime” is to be paid at time-and-a-half for any hours worked beyond 8 hours a day, 40 hours a week, or ANY work performed on the weekend if not your regular workday. Hours worked up to 8 are paid at straight time as extended hours.
- Allows for “flex-time” within same week worked, with mutual consent
- “Emergency Call Back” pays the greater of either the overtime rate or 4 hours of straight time pay
- “Scheduled Call Back,” for back-to-school programs or other evening activities, shall receive a minimum of 3 hours pay or early release time. Evening is now defined to begin one hour after the end of employee’s work shift.
- “Compensatory Time” can be used in lieu of pay, at the overtime rate; however, time off must be granted by the end of the next calendar month or it must be paid, unless mutually agreed upon.

Article 16: Overtime and Call Back

- You cannot be disciplined without “just cause.”
- You must be given an opportunity to improve.
- You may attach a written statement to any written warning or reprimand in personnel file.
- You may have a Union representative present at any meeting YOU believe may result in discipline (*Weingarten rule*).
- You must be given a written notice of the purpose of any meeting, and the right to representation.
- You may be terminated if you fail to return to work, without a leave, after three or more consecutive days, which shall be considered job abandonment.

Article 18: Employee Discipline

- You will normally receive a written evaluation every other year, due by February 1st (*New date*) (*Postponed for 2021*)
- You have the right to review your evaluation with your employer
- You must be given a copy of your evaluation
- You have 20 days to put any objections in writing, and the written objections will be attached to your evaluation
- You have the right to receive work performance deficiencies in writing, with expectations
- You must be provided the opportunity to correct unsatisfactory performance

Article 19: Employee Evaluation

- **Is it a “gripe” or a “grievance”? Ask PFSP.**

For example:

- Your supervisor changed your break and lunch times.
(Annoying, but that is a gripe.)
- Your supervisor told you that you do not get breaks.
(That’s a grievance! A violation of the contract. Shame on them!)
- We have only 30 days from the time the incident happened, or we learned of it, to file a grievance. Make sure you contact us right away.
- It is our goal to settle grievances at the lowest level. We will often bring issues to Contract Administration each month and they are resolved at that level. If not, we then file a formal grievance, and take it up the steps as outlined in Article 20.

Article 20: Grievance Procedure

- Half-time or more employees shall accrue sick leave one day per month worked.
- Less-than-half-time employees accrue sick leave based on 1 hour for every 30 hours worked
- Sick leave accrual is unlimited.

***COVID PANDEMIC:

- If you are ordered to quarantine by the appropriate public health official, your absence shall not be charged to your sick leave.
- **New Oregon COVID-19 Temporary Paid Leave Program** – can be used if you are recovering from COVID, have been released from quarantine, have no leave but are still recovering. Here's the link for more info: <https://www.oregon.gov/dcbs/covid-pl/Pages/index.aspx>
- You may access, once, an add'l 2/3 day “sick” credit for each year of service.
- You may apply to the PFSP “Sick Bank” after two years of service for critical or life-threatening personal illness/injury.
- You will receive three (3) working days each of Family Illness and Emergency/Personal leave annually. The balance of these leaves goes away at the end of each work year.
 - **NOTE: You may NOT use Emergency/Personal leave as “vacation.”**
- Family Illness may be utilized for maternity and paternity leaves.
- Bereavement leave allows for absence due to the death of family or friends.
- Less-than-half-time employees are also entitled to all leaves.
- Jury Duty leave is allowed.

Article 21: Leaves

(Continued)

- District Designated Closure – you will be compensated at your regular scheduled rate of pay. If the school year is extended due to closures, you will work the replacement days.

What does this mean?

- If school is closed (ex: snow) for three days, you will not be “docked” pay or have to use leave or make up the time. You will receive your regular paycheck.
- However, if the district then extends the school year to make up those days, you will not receive “extra” pay – your work year is simply extended those days.

Suggestion: If you are making plans to go away for the summer break, consider NOT purchasing tickets/itineraries for the very next day after your scheduled work year ends. Wait a few days “just in case” the school year is extended.

- Other Unpaid Leaves: Child Care leave for up to one year; Disability leave; Military leave; and Political leave.
- Student Teaching Leave (***New!***) – Allows up to 5 PFSP leaves each school year that include up to 3 months of paid healthcare insurance.
- At the conclusion of a District-approved leave, employee may be reassigned at their former job, or a comparable position.

Article 21: Leaves

- **Allows accrual of vacation time for 260-day employees. (*Note: due to COVID, time extended to use vacation leave.*)**
- **Provides pay for certain holidays.**
- **225-day and 260-day employees shall be paid for Martin Luther King, Jr., Day.**
- **You may take up to two (2) days per year (paid) for a religious holiday that requires workday observation.**
- **With 30 days' notice, the District may use Presidents' Day as a make-up day. (*New*)**

Article 22: Vacations and Holidays

- **Outlines the District contribution made on employees' behalf for health insurance coverage.**
- **Provides the right for PFSP to select insurance plans and carriers.**
- **Allows Union access to District financial records relating to insurance.**
- **Outlines Workers' Compensation benefits. Employee shall retain the workers compensation payment and may supplement their check with accrued sick leave.**
- **If out on a Workers' Comp leave, the District will continue to provide medical, dental, and vision premium payments at the same level as immediately prior to the date the employee's absence began for 180 days whether or not an employee elects to supplement their time-loss benefits with sick leave, or has the sick leave benefits to do so. If the employee has paid sick leave remaining beyond the 180-day period, the District will continue to provide such premium payments until the paid sick leave has been exhausted.**

Article 23: Insurance

- You have the right to a workplace free from abusive conduct, harassment, violence, or the threat of violence.
- Safety and behavioral support plans will be reviewed prior to any location changes for student/employee.
- You have the right to refuse exposure to immediate danger caused by an unsafe working condition. District shall comply with state/federal OSHA requirements to post notice when non-routine paints, cleaners, etc., used at worksite.
- District shall assure there are emergency protocols in place at all worksites, including non-PPS sites.
- You are allowed access to the IEPs of students to whom you are assigned to work.
- You are allowed access to Behavior Support Plans, Safety Plans, protocols and/or accommodations as allowed by FERPA if you interface with a student on an IEP/504
- You are allowed to ask for additional training or assistance with behavior management.
- Covers loss of your personal property, with certain exclusions.

Article 24: Safety

- **2019-2021 Contract:** 3% COLA each year (2 yrs) for all; Step if eligible (both years, not at top; at current step 6 mos); \$500 longevity with 5 years consecutive employment, at top step for 3 years – to be paid in November.
- **New:** You may apply to receive a 5% stipend if you regularly use a second language in the course of your duties.
- Allows initial step placement at higher levels for work-related experience and a Bachelors degree.
- Adds additional initial steps for Masters.
- Additional steps if employee earns degree/s for BA/BS or MA/MS after employment. Not retroactive.
- Provides for Outdoor School stipend of \$75 daily, mileage, and meal reimbursement. Allows for payment of hours worked beyond the standard workday when at Outdoor School.
- Allows for mileage reimbursement for travel during the workday at the IRS rate. (*Currently 56¢ per mile.*)



Article 25: Compensation

- Outlines seniority in the event of a worksite closure or reduction in staffing.
- Allows employees with “special skills” to be exempt from bumping. New: employees in positions that require specialized training or certificate required by grantor (e.g., Headstart) shall be exempt.
- Gives you rights after six months of services.
- Allows for 15 months of recall.
- Your hours may not be reduced without 2 weeks notice.
- Half-time or more employees may reject a reduction of 30+ minutes per day.
- Allows for unassigned employee placement on unassignment list.

Article 26: Reduction of Staff

You may access a copy of your PFSP Contract at the following sites:

- *PPS website:*

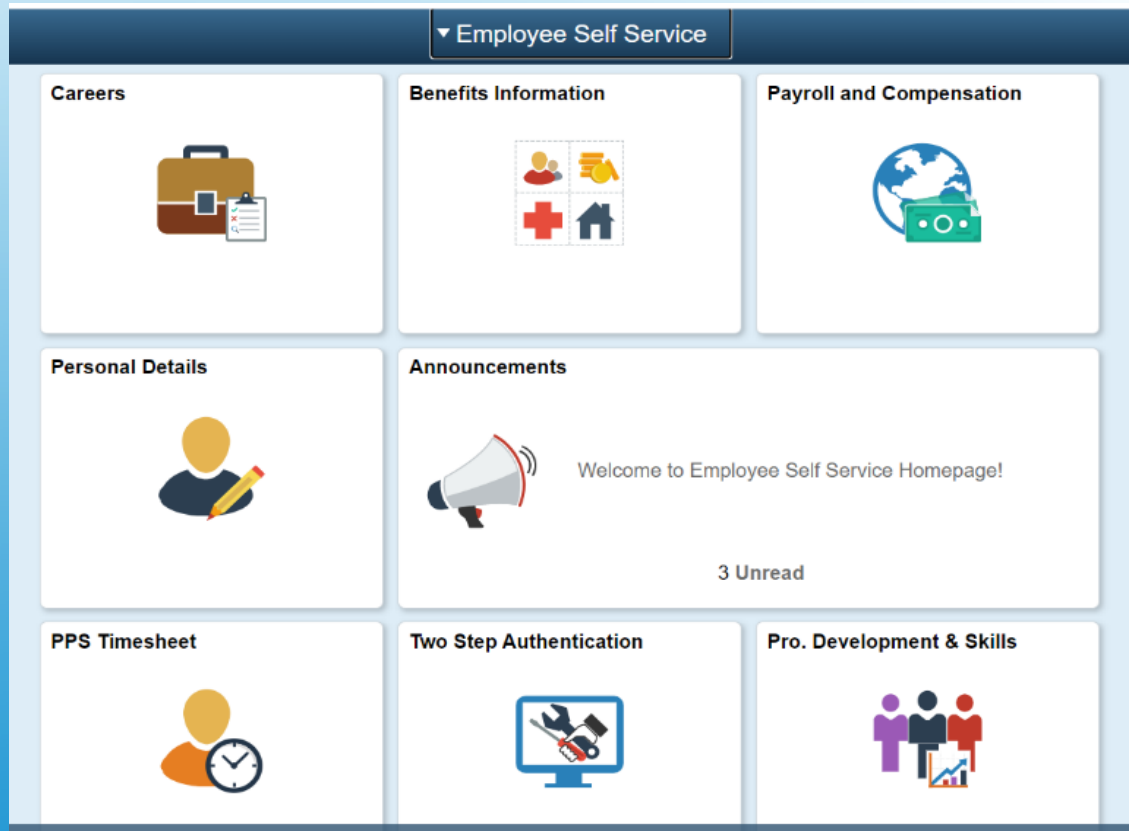
<https://www.pps.net/Page/1945>

- *PFSP website:*

<http://001110.or.aft.org/>

PFSP Contract Websites

Did you know you can view your insurance, dependent information, address, and other info, at the Employee Self-Service site? Here's a screen shot:



PPS Employee Portal

Your Right to Union Representation

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at this meeting.

Without union representation, I choose not to answer questions.”

(This is my right under the 1975 U.S. Supreme Court Weingarten decision.)

Weingarten Rights

COVID / Vaccine / Return to Work

- What PFSP knows as of today
- Watch your PPS email for vaccine updates and your personalized URL to sign up for your vaccines
- Currently, PPS expects everyone to return to their building within two weeks after their second vaccine. You are not required to get the vaccine; however, you will need to return to on-site work within two weeks of the last employee getting their second shot – expected to be after Spring Break at the latest.
- It was traumatic when we were all ordered home, started working virtually, and had to adjust to a new way of life. But we also know – and have told the district – that it’s going to take a **LOT** of courage to now leave the safety of our homes and “pods.” Returning to the buildings is going to be very emotional for everyone – you, co-workers, and students. We’re scared, too.
- Lastly, we grieve with you for the loss of a friend or loved one to COVID. There isn’t anyone who has not been touched by this directly or watched someone close struggle to recover.

COVID / Vaccines / What’s Next