

## PORTLAND ASSOCIATION OF TEACHERS AND PORTLAND PUBLIC SCHOOLS STRIKE SETTLEMENT AGREEMENT

### Background

1. The Association and the District are parties to an expired collective bargaining agreement. On October 16, 2023, the parties agreed to hold all grievance timelines in abeyance pending the settlement of the new collective bargaining agreement.
2. The Association commenced a strike of its regular educator bargaining unit at 6:00 a.m. on Wednesday, November 1, 2023.
3. Subsequently the parties reached a tentative agreement on their successor collective bargaining agreement, a copy of which is attached as Exhibit A.
4. The Association has agreed to terminate the strike upon a signed tentative agreement by both parties.
5. The tentative agreement is subject to ratification by each party. The Association will hold its ratification vote on November 28, 2023, with results to be announced by 5 PM on that day. The District agrees to schedule its ratification vote as soon as practicable, but no later than 7 PM on November 28, 2023. The parties agree that their bargaining committees will advocate for ratification.

### Agreement

1. Following the termination of the strike provided in paragraph 4 above, Association employees will return to work on November 27th, 2023 at their ordinary start times for all-staff re-entry meeting and at least ninety minutes ~~two~~ hours of planning. Student instruction will resume with a two-hour late opening on November 28th, 2023.
2. All bargaining unit employees who participated in the strike shall be permitted to return to work to the same assignments they held immediately prior to the strike, including extended responsibility assignments, without loss of seniority.
3. The 2023-2024 work year and work day will be modified as described below:
  - a. November 27th 2023 as described above. ~~will be a two-hour late opening for students and staff will arrive on time for an all-staff team re-entry gathering and AM planning day. Students will return for instruction for lunch and a PM instructional day on November 27th, 2023.~~
  - b. November 28, 2023 staff meeting will be changed to educator-directed time.
    1. The new deadline for entering quarter 1 grades is the end of the day on MondayFriday, December 41, 2023.
  - c. December 22, 2023 will be the new due date for Probationary 2 professional educators evaluations.
  - d. February 19, 2024 will be converted from a non-work holiday to an instructional day.



- e. January 26, 2024 teacher planning day will be rescheduled to January 29, 2024 and will be converted to a student instructional day and January 29, 2024 will be converted from an optional PD day to the rescheduled teacher planning day.
- f. April 8, 2024 will be converted from optional PD days to an instructional day.
- g. May 30, 2024, for high schools, is adjusted to be a full day for Seniors.
- h. June 12, 13, and 14, 2024 will be converted from inclement weather make-up days to instructional days.
- i. The following additional days will be converted to student instructional days: December 18th, 19th, 20<sup>th</sup>, 21st, and 22nd, 2023.
- j. Day and night conferences previously scheduled for November 20 and 21 will be rescheduled to evening conferences (January 11, 12, 2024 ), 5-8pm, and two additional evenings with the other two evening dates jointly agreed upon by the building admin and building reps. The evening hours will be no more than 3 hours per evening and will be defined by the building. ~~December. In conjunction with the administrator, school sites can choose alternate evening dates in December for conferences (reducing total conference time from approximately 18 hours to 12 hours).~~
- k. Student supports arising out of the impact of the work stoppage, including, but not limited to, IEP meetings and timely completion of IEPs, preparing grades, adjusting lesson plans, supporting credit completion, working with small groups of students, providing feedback to students, will be credited toward the balance of missed work hours during the work stoppage. IEPs not yet completed will be due by Friday, January 12, 2024 ~~December 22, 2023.~~
- l. The District agrees to pay for the Veteran's Day holiday as the 193<sup>rd</sup> day of pay for the 2023-2024 contract year.
- m. ~~No a~~ Additional inclement weather make-up days will be discussed no later than April 30, 2024, if necessary ~~scheduled and the work year shall not be extended beyond June 17th, 2024, with June 17<sup>th</sup> acting as the end of year planning day.~~
- n. Bargaining unit members who participated in the strike will receive their full pay for November 2023 and the remainder of the 2023-2024 contract year (subject to individual leaves and corresponding compensation adjustments), including contractual increases from the date of ratification forward, less pay already earned, spread equally over all remaining pay periods in the 2023-2024 school year, and retroactive pay increases owed from July 1, 2023 to the date of ratification of the successor CBA which will be paid as a separate payroll item. Bargaining unit members who did not participate in the strike will be paid at their per diem rate of pay for all days worked beyond the number of contract days required by the CBA. Bargaining unit members who did not participate in the strike ~~They shall not earn more than their salary for work performed during the period between November 1, 2023 and November 27, 2023.~~



4. The District will report to PERS that any bargaining unit member who has at least 600 hours of service in the 2023 calendar year and has been paid 50 hours or more who worked one or more days in November 2023 therefore has performed service for a "major fraction" of November 2023 pursuant to OAR 459-010-0014(3)(a).—
5. All bargaining unit employees will receive all fringe benefits provided by the collective bargaining agreement as if the bargaining unit members worked continuously and no strike had occurred, including benefits for December 2023. This includes but is not limited to health insurance benefits (medical, dental, vision, drug), long-term disability insurance, and life insurance. At all times the District will comply with applicable law in the administration of its benefit plans. To the extent that PAT, OEA or any striking bargaining unit employee has already submitted payment to the Health and Welfare Trust for COBRA coverage for December 2023, the District will coordinate with the Trust to ensure that any COBRA payments are refunded to the payor and all appropriate District contribution payments are made for December 2023 coverage. Employees' premium contributions for December 2023 coverage will be deducted from their November 30, 2023 paychecks in the ordinary course.
6. Neither the District nor the Association shall engage in or initiate any reprisals, retaliation, disciplinary actions, grievances, unfair labor practice complaints, or any other adverse actions against any employee, agent, or representative of the Association or the District, or against any parent, student, or other person because of the Association's strike, or because of any action or non-action during or arising from the bargaining and the strike, including all activities related to the buildup towards the strike as well as the actual strike. This paragraph does not prohibit the District from pursuing or responding to investigations of alleged criminal activity.
7. References to employee actions or non-actions related to the Association's strike buildup and strike activities shall be placed in a separate, confidential file, not subject to internal review and released only as required by law, not be made or maintained in any personnel files, building files, legal files, Human Resources files of the employee and, if discovered, shall be removed and shall not be the basis for any type of employment action regarding the employee.
- 8.—Within seven (7) calendar days of final execution of this agreement, the Association will withdraw with prejudice its unfair labor practice complaints (ERB Case No. 053-23, ERB Case No. 061-23) and any information requests associated with those unfair labor practice complaints and the District will withdraw with prejudice its unfair labor practice complaint (ERB Case No. 057-23), with each side bearing its own fees and costs, and without award of representation costs or attorneys' fees, in all cases.
- 9.8. 10. The District will reimburse all bargaining unit employees for costs incurred associated with professional development classes, courses, conferences and the like that bargaining unit employees participated in during the strike, which would have been reimbursable under the terms of the CBA but for the fact that the bargaining unit employee participated in the strike.




~~10.9. 12. The parties agree to withdraw all outstanding information requests and grievances at any stage, including those pending, or in arbitration, including, but not limited to, those related to bargaining the successor agreement to the collective bargaining agreement that expired on June 30, 2023, and related mediation, strike preparation, strike, and picketing (collectively, "CBA Negotiations & Strike") immediately upon ratification of the collective bargaining agreement. The parties agree to not file any other grievances or unfair labor practices related to the CBA Negotiations & Strike.~~


- a. In exchange for the withdrawal of grievances, including, but not limited to, those related to CBA Negotiations & Strike, PPS will pay a total of \$75,000 to the Association to distribute to grievances in the Association's discretion. The parties agree to meet within thirty (30) calendar days of final execution of this agreement for a grievance summit to attempt to resolve pending grievances, including but not limited to those that have been advanced to arbitration.

~~13.14.~~ Grievance timelines that have been held in abeyance since October 16, 2023 will resume following the conclusion of the grievance summit on December 4, 2023.

For Portland Public Schools:

For Portland Association of  
Teachers:

  
Signature Date 11/26/23

  
Signature Date 11/26/23