

Contract Overview
 Three Rivers School District Board of Directors
 January 24, 2011

Section of Contract	Section Title	Changes	Ramifications/Clarification
Preamble	N/A	Specifies Southern Bargaining Council where language before said SOBC	None – Cleans up and clarifies language.
Article 1	Recognition	<i>Adds /SOBC to the sentence, "The Board recognizes the Three Rivers Education Association/SOBC ..., as the exclusive bargaining representative in wages, hours and conditions of employment ..."</i>	None – Our local union voted years ago to join the Southern Oregon Bargaining Council. This addition is just clean-up/clarification.
Article 2	Status of Agreement	Indicates that now the parties will share in the cost in the printing of the agreement, previously the Association was responsible for those costs. It does however; add language that the parties may mutually agree to provide the contract electronically in pdf only.	In order to go to electronic document, the District has to be a partner with them as it would involve accessing the All Teacher email list, or our website, or adding it to the District's intranet. Hard copies will still have to be printed for administrators at the very least, and we printed those ourselves before because of how Debbie wanted them put together.
Article 3	District Functions	Current Contract Language	No Changes – the District retains the management rights it had before.
Article 4	Strikes and Work Stoppage	Deleted duplicative language indicating that the District may discipline or discharge any employee who engaged unlawfully in a strike. Deleted the word picketing from the list of items one may be discharged/disciplined for.	Teachers are prevented from the following: "... engage in, sanction, or support any strikes against the District by anyone whether or not covered by this Agreement, or slow-downs, mass resignations, mass absenteeism, the willful absences from one's position, the stoppage of work or restrictions from work, or observance of picket lines, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment against the District."
Article 5	Association Rights and Privileges	Updated language to remove outdated equipment (mimeograph, typewriters); updated language for staff meetings to conduct Association business instead of make union announcements. Changed time for new teacher meeting to reflect current practice.	None really – language reflects what we do. Announcements/union business has been the same thing in our practice. The Association always provides lunch for the new teacher meeting, and that is the time we allow them to meet with the new teachers.
Article 6	Rights of	Provides a process for allowing	These has been a problem for us in some respects –

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	Professional Employees	<p>administrators to put complaints in writing and have those who complain sign.</p> <p>Established formal dates of notification of assignment for the following year, and establishes a date where if the assignment is changed, we may have to pay the teacher to prepare.</p>	<p>am hopeful the new language, plus the clarification spelling out how we are going to handle oral concerns will solve some things.</p> <p>Notification deadlines may help administrators get plans more solidified before teachers go home from the summer; should result in better planned teachers.</p>
Article 7	Discipline and Discharge	<p>Deleted possible causes for discipline</p> <p>Clarifies that paid administrative leave may be utilized while an investigation is being completed.</p>	<p>Moved them to the Work Rules; does retain just cause for discipline, but otherwise, no obvious concern.</p>
Article 8	Grievance Procedure	<p>Clarified those days for timelines means teacher working days.</p> <p>Requires grievances to be discussed informally before they are put in writing; requires a teacher to identify the issue as a grievance, does away with the grievance form, but outlines what has to be put in writing. Requires all grievance communication, if it is not solved at the informal level to be in writing – both from the teacher and from the administrator.</p>	<p>Hopefully establishes an informal process for issues to be resolved. Puts more emphasis on written resolution on both parties if the grievance escalates.</p>
Article 9	Vacancies and Transfers	<p>Removed need for separate staff directory to be created and printed for the Association.</p> <p>Allows for electronic posting of vacancies; minor language changes to transfer process.</p>	<p>Reduces some of the workload on Human Resources staff.</p>
Article 10	Seniority, Reduction in Staff and Recall	<p>Current Contract Language</p>	<p>Outlines process for how reduction in staff and recall will occur.</p>
Article 11	Teaching Conditions	<p>Article that created a lot of conflict. Will allow flexible work days for all teachers; not just high schools with some stipulations.</p>	<p>There remains the challenge of how to balance all of a teacher's legal responsibilities with IEP meetings, staffings, responding to parents, and planning for</p>

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		Leaves prep time as it currently stands.	instruction, particularly at the high school level.
Article 12	Class Coverage	Current Contract Language	Allows teachers to cover for one another for free; if required by administrator to cover, and then paid a pro-rated portion of substitute salary to do so.
Article 13	Student Discipline	Requires the District to provide copies of the Student Rights and Responsibilities Handbook and a copy of the Discipline Matrix. Requires the District to discuss changes unless changes are required by law.	May provide electronically. Many schools already do this.
Article 14	Calendar	Clarified which holidays are paid.	No real changes – reduction in days of calendar are reflected in MOU.
Article 15	Work Schedule	Average outside activities of two per trimester.	That should be sufficient – left it as an average to provide for the number of spring activities. If administrator requests attendance and it is outside of the limits established, they will be compensated.
Article 16	Personnel Files	Current Contract Language	No change.
Article 17	Leaves of Absence	Current Contract Language	Sick leave bank operates differently than classified. No changes to existing language.
Article 18	Contracted Services	Modifies posting process for extra duty positions; refers all issues to the Labor Management Committee.	Reflects more of our current practice.
Article 19	Pupil Transportation and Reimbursement for Travel Expense	Current Contract Language	Indicates that teachers are not required to transport students; but if they agree to do so voluntarily, describes the liability and the process they must go through before they do.
Article 20	Dues and Payroll Deduction	Clarifies which dues are paid to which location; reflects deductions are posted on monthly pay stubs.	Requires the District to provide a list of deductions; but takes away the responsibility of notifying each employee of individual deductions (duplicative work).
Article 21	Insurance	Changes insurance cap to \$900/month. Requires the Association to consult with the District prior to making decisions about their plans.	Hopefully this will improve the insurance issues we have.
Article 22	Fair Share	Current Contract Language	Preserves right of the membership to choose fair

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	Agreement		share instead of the union for their dues; also provides notice that if certain procedures aren't followed, the dues will be taken from each paycheck
Article 23	Professional Development	Current Contract Language	The District still allocates \$35,000 for teacher professional development. Through LMC we are working on developing better guidelines.
Article 24	Early Retirement	Current Contract Language	One of the only contracts in the area, if not the state, that does not have a sunset of early retirement somewhere.
Article 25	Professional Salaries	0% COLA, 7/12 of a step, reduces extra duty payments by 10%. Provides for recovery of extra duty payments already made. Cleans up some process language around draws.	PERS is a part of this article. Association has indicated they believe it can never be opened; District has indicated we believe it can. PERS will be one of the future issues we are going to have to face at some point in time.
Article 26	Site Committees	Current Contract Language	Function and make up for Site Councils remains unchanged, still requires a majority vote if the school is making any kind of a change.
Article 27	Federal Mandates	Current Contract Language	Requires District to make every effort to assign staff so they remain highly qualified. Requires a discussion before any change made at the federal level is implemented; describes the role of classified assistants in the classroom and what teachers may not delegate. No change from existing language.
Article 28	Renegotiation	Adds the following language: Economic provision for year 2 of the contract period will be bargained under a reopener. No later than April 12, 2011 parties will meet and exchange initial proposals regarding the articles to be re-opened which shall include: Article 21 Insurance, Article 14 Calendar, Article 24 Early Retirement, Article 25 Professional Salaries, Article 26 Extra Duty, and Article 23 Professional Development. Up to two (2) non-economic articles selected by each team may be part	Keeps much of the contract the same other than anything related to financial items.

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		<p>of the re-opener negotiations.</p> <p>If the parties have reached no agreement by July 31, 2011, they will make a mutual request to the Mediation Service for a mediation session to be held between September 12 and September 27 or an earlier date if mutually agreed by the parties. Bargaining will continue in advance of the scheduled mediation date.</p>	
Article 29	Savings Clause	Current Contract Language	No Change
Article 30	Student Teacher Vouchers	Current Contract Language	Provides the process for how vouchers earned by supervising a student teacher will be allocated.
Article 31	Job Shares	Current Contract Language	Describes how job shares divide up benefits, days, etc.
Article 32	Term of Agreement	July 1, 2010 – June 30, 2012	Will still be bargaining for financials in the spring.
MOU on Work Rules	Will be outside of the contract	Provides for the District to modify the work rules, upon notification to the Association, so they can determine whether they want to invoke bargaining on anything that changes mandatory subjects of bargaining.	<p>MOU clarifies that the Association is not waiving any right to challenge disciplinary action – they have that right currently and have.</p> <p>Written clarification will help if we have an issue.</p>
MOU on Reduction of Days	Also separate from contract	Similar to agreement from last year; includes the following language: During the period of May 5th through 20th, 2011, the parties will review the District’s financial situation and, if the District’s General Ending Fund Balance is projected to <u>exceed 4%</u> of the total General Fund budget, the parties will reinstate workdays1-10 until the <u>Ending Fund Balance projection is no more than 4%</u> . The parties also agree that the District will not artificially hold excess balances in other budget fund accounts in order to minimize the apparent General	

		<p>Fund ending balance.</p> <p>Days 11 through 15 will only be cut if the EFB is less than 4% and will be reinstated if cut should the EFB goes over 4%</p> <p>Provides for teachers reverting to step level prior on July 1, 2011.</p>	
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