

TA 10/26/23 JCD  
5:10pm

Rec'd 10/26/23

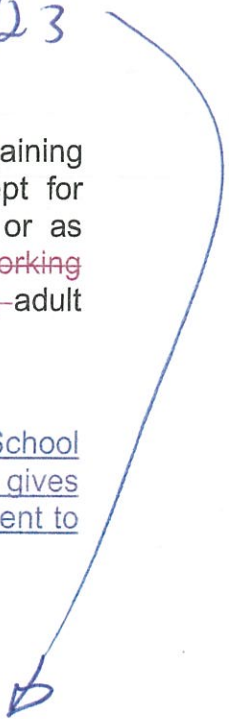
**ARTICLE 1  
RECOGNITION AND APPLICATION OF AGREEMENT**

The District recognizes the Union as the sole and exclusive bargaining representative for all nutrition services and custodial employees except for confidential, supervisory or managerial employees as defined by law or as determined by the Employment Relations Board, ~~substitute employees working less than ninety (90) consecutive calendar days in the same assignment~~, adult volunteers and student volunteers.

The District will provide Union representatives time to speak at public School Board meetings apart from the public comment period provided the Union gives the Board Office at least 7 calendar days' written advance notice of its intent to address the Board.

TA 10/26/23  
app

Note this is a  
counter to the  
emailed version I sent  
~ 3:45 pm



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SEIU COUNTER (Revised to address PECBA issues).  
9.26.23

### ARTICLE 3 STATUS OF AGREEMENT

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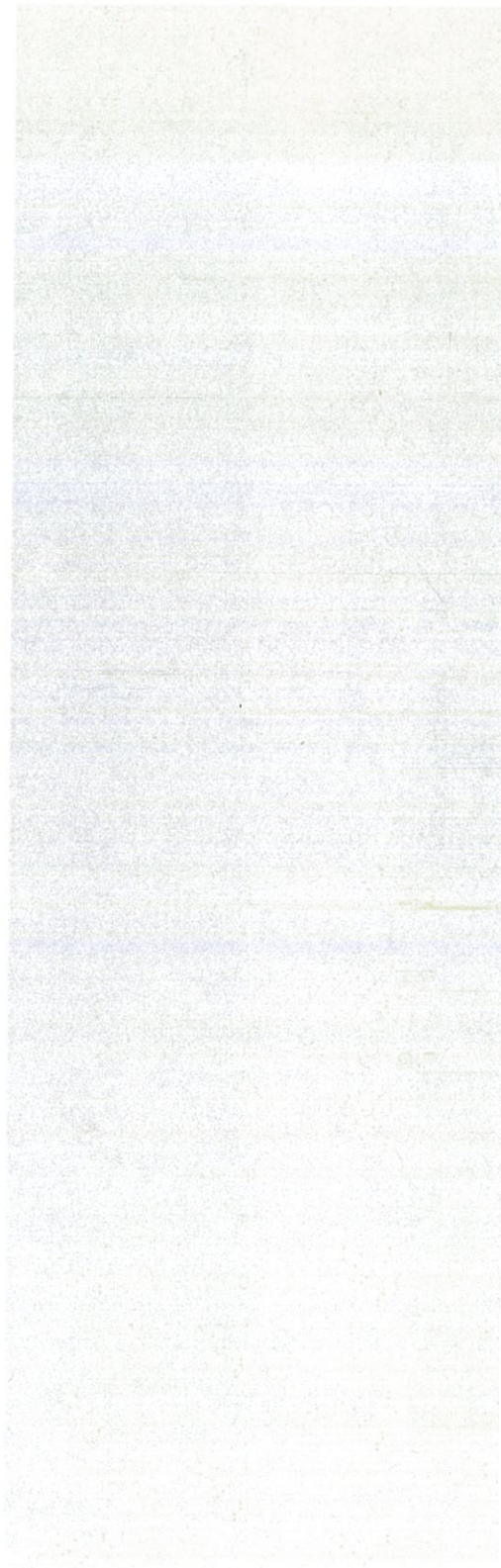
- A. This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the District which are or shall be contrary or inconsistent with its terms. The provisions of this Agreement and specific modifications thereto found in the appendices shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District.
- B. In the event a conflict should occur between any provision in the body of this Agreement and a provision in any properly executed Exhibit, Appendix, Understanding or other attachment to this Agreement, the provisions of the respective attachment shall be controlling.
- C. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by the Agreement. Any further collective bargaining resulting from the terms of this paragraph will be conducted according to ORS 243.702.
- ~~D. There shall be four (4) signed copies of the final Agreement for the purpose of records. Two (2) shall be retained by the District, two (2) by the Union.~~
- ~~E.D.~~ The District shall make the Agreement available online and provide a copy to an employee covered by the Agreement upon request.
- ~~F.E.~~ The District, the Union and their respective representatives shall take no action in violation of, or inconsistent with, any provision of this Agreement.
- ~~G.F.~~ The parties acknowledge that during negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subjects appropriate for bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, except as otherwise expressly provided for in this Agreement, or as required by State collective bargaining law, or as provided by the Custodians' Civil Service Law, the District and the Union agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject matter, during the term of this Agreement.
- ~~G. If, it is anticipated that~~ during the life of this Agreement, District upgrades of its computer and records systems ~~may~~ make it administratively and financially feasible to implement a weekly or biweekly or twice-per-month payroll period for bargaining unit employees, then and may necessitate other changes in

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SEIU COUNTER (Revised to address PECBA issues).  
9.26.23

~~payroll and record keeping. As these changes occur, the parties will use the contract administration process~~ engage in discussions about implementation at the Labor Management Committee (LMC) to make appropriate adjustments to the provisions of this Agreement to accommodate these changes. Nothing in this agreement shall prevent the parties from engaging in the mid-term bargaining process related to mid-term contract changes as provided by PECBA. The Union preserves its rights under Oregon law to bargain over the changes in payroll and record keeping in addition to utilizing the procedures of Article 4 - Contract Administration of this Agreement.



TA 7/28/23  
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Evan Pastor

Rec'd 4/21/23

2:34 pm

SEIU 4.21.23  
Proposal

**ARTICLE 4 - STRIKE ENTIRE ARTICLE CONTRACT ADMINISTRATION**

- A. ~~At the request of either party, representatives of the Union and the District shall meet at mutually agreed times and places for the purpose of reviewing the administration of this Agreement.~~
- B. ~~A. These meetings are not intended to bypass the grievance procedure, and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. The Union may, however, present a problem on behalf of a group of employees which involves an alleged violation of this Agreement, and only after failure to resolve the problem at these meetings may the Union upon its own initiative file a grievance at Step 2 provided that the Union must show by clear and convincing evidence throughout the grievance proceedings that at least one employee has been directly adversely affected by the alleged violation of the Agreement.~~

Commented [GU1]: What is this for? sounds like ... MC Gahr

Commented [EP2]: related to the grievance procedure

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**ARTICLE 5  
UNION RIGHTS**

- A. The Union, through its representatives, shall have the right to transact official Union business relevant to employees on School District property at all reasonable times, provided that it does not interfere with or interrupt classes or other normal School District operations. Such rooms or other appropriate meeting facilities shall be made available for Union use as requested without charge to the Union, except that the Board may make reasonable charge when special service is required beyond normal operational practice.
- B. The Union representative shall have the right to use School District facilities and equipment, including ~~typewriters~~, photocopiers, ~~calculating machines~~ and all types of audiovisual equipment at reasonable times, when the same are not otherwise in use. This shall not include use of, or access to, the District’s computer equipment and systems, including but not limited to, equipment used for its HRMS, financial, purchasing and inventory administration. The Union agrees to pay the cost of all materials and supplies incidental to such use.  
*Reject use by all BU workers*
- C. Union representatives shall make their presence known to the appropriate administrative authority when visiting School District facilities. Such visits shall not interrupt work or disrupt normal School District functions.
- D. The Union shall have the right to make non-controversial announcements at employee staff meetings or by use of any existing communication procedures not ordinarily available to students including e-mail if appropriate. The District will distribute to each new hire a Union New Employee Packet. The Union will provide the packets to the District.
- E. The Union and its representatives shall have the right to post notices of activities and matters of Union business and concern on staff bulletin boards. At least one such bulletin board shall be in each School District building. The Union may use the District mailboxes for communications.
- F. The District shall make available to the Union upon ample request to the Office of the Superintendent any and all reasonably available information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement including the processing of grievances pursuant to Article 10. Should such requests exceed more than two (2) per month, or fifty (50) pages total, the Union shall upon written request, reimburse the District for the costs involved in fulfilling the Union’s request at the loaded hourly rate(s) and the number of hours worked by the person(s) fulfilling the request. Printed and copied documents shall be invoiced at the rate of four cents (4¢) per page. Other materials shall be invoiced at their actual cost to the District. This provision does not apply to, nor include, the periodic lists of bargaining unit members that are provided to the Union. Upon Union request, documents that relate to disciplinary action will be provided to the Union free of charge.
- G. Copies of written work rules which are applicable to a classification of employees and issued by supervision after the execution of this Agreement, for which failure to comply may result in discipline of an employee, shall be provided to the Union.

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- H. The Union shall provide the District with the names of authorized Union stewards and PPS-employed designated union representatives and their work locations. The District will grant reasonable time for stewards and PPS-employed designated union representative to engage in representation activities described in ORS 243.798 without loss of compensation, seniority, leave accrual or any other benefits. ~~A steward will be granted time off without loss of pay, for time falling within the steward's scheduled hours, to represent employees during grievance hearings and investigatory interviews called by supervision.~~
- I. The Union shall reimburse the District for the salary and benefit costs of any employee released from their/his/her work assignment to conduct business on behalf of the Union excluding business conducted with the District.
- J. Upon request of the Union, the District shall provide an unpaid leave of absence not to exceed two (2) years for a bargaining unit employee to serve as an officer of the Union. Time spent on such leave shall not count toward longevity pay but the employee shall retain their/his/her promotion eligibility seniority.
- K. With one week's advance notice by employee, District may grant leave for Union business subject to operational needs. Such leave may not be unreasonably denied. An employee may utilize vacation leave consistent with Article 21 of this Agreement or Emergency/Personal Business Leave. Otherwise, such leave will be unpaid.
- L. Two Labor Management Committees shall be formed. The Union shall select three (3) employees each from the Nutrition Services department and the Custodial department to meet with the Managers, Directors and/or designees of those departments three times per year (approximately October 15, January 30, and April 15). Either LMC may have additional meetings as needed. LMC Topics for discussion may include but are not limited to:
- Training
  - Quantities and Qualities of Equipment and Supplies
  - Absenteeism
  - Recruitment
  - Staffing Levels
  - Efficiency of operations
  - Health and safety as it relates to labor allocation
  - Labor allocation/formulas
  - Respectful work environment
  - Nutrition Services LMC may also discuss job classification changes, additions or deletions.
  - APPA Facilities Management Evaluation Plan (FMEP)
- The District is contracting with APPA to complete a FMEP. The District expects to receive the report prior to June 30, 2024.

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- The District will share the results with SEIU Local 503 and will discuss the report at the labor-management committee meeting.
- If the report recommends the District increase staffing levels, then the parties will discuss options to adjust staffing.

The decision of the Directors or Managers regarding staffing formulas shall be final. Nothing herein shall preclude an employee or the Union, on behalf of an employee, at other times, from bringing a specific urgent concern to the attention of the Directors or Managers, and upon mutual agreement the parties shall have a supplemental LMC meeting.

~~M.~~ **New Employee Orientation.** The District shall make new employees in the bargaining unit available for thirty (30) minutes on paid time to attend a union-led new employee orientation (NEO) within thirty (30) calendar days. For nutrition services employees, the thirty (30) calendar days does not include summer break. The District will schedule thirty (30) minutes for the NEO during the regular orientation schedule. The District will provide the Union representative with three (3) business days' notice prior to the scheduled NEO. A Union steward or designated union representative may conduct the NEO on paid time with reasonable notice to the steward's supervisor. If no Union representative is available to present the NEO, an alternative time may be scheduled upon mutual agreement.

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## ARTICLE 8

### PAYROLL

- A. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee for District approved deductions, including but not limited to:

Approved Charitable  
Organizations  
Health Insurance  
Premiums

Fixed or Variable Tax Deferred Annuity Plans  
I.R.C. Section 125 Flexible Spending Account Plan

Upon appropriate written request from the employee, the District will make direct deposit of wages to up to two (2) different accounts with financial institutions.

- B. When employment terminates by discharge, layoff or resignation, the District will issue the employee's final wages in accordance with state law. If state law changes from the payment procedure stated above, the District's practice will change in accordance with state law for final payments or no more than fourteen (14) calendar days, whichever would pay the worker soonest.
- C. Upon written, electronic or recorded oral request from an employee, monthly Union dues and any additional voluntary Union deductions will be deducted from the employee's pay and remitted to the Union. All applications, authorizations, or cancellations of membership will be submitted by the employee to the Union. Any written application for Union membership, authorizations for Union dues and other deductions, or dues cancellations that the District receives will be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to the District upon request. All monies deducted pursuant to this Article will be remitted to the Union within ten (10) days after the deductions are made by the Employer.
- D. Notification of New Hires: The District shall provide the Union with an editable electronic list (such as an Excel document) of all new hires into bargaining unit positions, within ten (10) calendar days of the employee's date of hire. The new hire list shall include:
- The employee's name and date of hire
  - The employee's job title/classification, pay rate and worksite location
  - The employee's available contact information including cellular, home and work telephone numbers, work and personal electronic mail address, home address or personal mailing address
  - The employee's self-disclosed sex and race/ethnicity information



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PPS/SEIU Bargaining – PPS's 9/26/23 Article 8 Counter Proposal

- E. The Union will submit an electronic file containing new authorizations or changes in authorizations for employee Union deductions to the District by the fifteenth (15<sup>th</sup>) day of each month. New or changed payroll deductions received by the fifteenth (15<sup>th</sup>) will be effective for the month during which they were submitted.
  
- F. The Union agrees that it will indemnify, defend and hold harmless the District and all persons acting on behalf of the District from all suit actions, proceedings, complaints, claims, liability or expense resulting from the implementation or enforcement of this Article or any provision thereof.

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Article 10  
Grievance Procedure

The purpose of this procedure is to provide for an orderly adjustment of grievances contended by an employee or group of employees.

SECTION 1 – Definitions

1. A “grievant” is an employee or group of employees who initiates a complaint alleging that they have been directly injured through a violation of the terms of this Agreement. The term “grievant” shall also include the Union with respect to alleged violations of its organizational rights under this Agreement.
2. A “grievance” is an allegation by an employee that they have been directly injured by a violation of this Agreement. ~~The term “grievance” shall not include and this procedure shall not apply to any matter for which a specific administrative or judicial remedy has been prescribed by the State and/or Federal Statute (such as employment discrimination, employment and dismissal of custodians, health and safety).~~
3. When processing a grievance, the term “days” shall refer to calendar days except for traditional recess periods (winter break, spring break, summer), which are part of the employee’s established work year.
4. A group grievance is an allegation by a group of employees or the Union that a group of employees have been directly injured by a violation of the Agreement.

SECTION 2 –

Grievance Process

STEP 1

The grievant, with or without union representation, ~~shall~~must discuss any ~~the~~ grievance with ~~their~~his or her immediate supervisor outside the bargaining unit prior to submitting a written grievance. The grievant must state they are initiating the Step 1 grievance process. The purpose of this discussion is to attempt to resolve the issue informally. Grievances resolved at Step 1 will not be precedent setting, except by mutual agreement of the Union and the District.

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STEP 2

If the grievance remains unresolved, the union may submit a Step 2 grievance shall be submitted in writing to the affected employee's immediate department directorsupervisor outside the bargaining unit within thirty (30) calendar days of when the employee knew or reasonably should have known of the alleged violation. AThe written grievance shall include a statement of the grievance, citing the specific provisions of the Agreement alleged to be violated, a clear explanation of the alleged violation including the date of the occurrence, and the remedy requested. The District shall not be obligated to process any grievance that does not comply with the requirements of this Section. The department director will hold a Step 2 grievance meeting within thirty (30) calendar days from the Step 2 filing date. The supervisor department director shall respond to the grievance, in writing, within fourteen (14) calendar days following the date Step 2 grievance meeting the grievance was presented. Grievances resolved at Step 1 will not be precedent setting, except by mutual agreement of the Union and the District.

STEP 2

~~If the grievance is not settled at Step 1, the grievance may be submitted in writing to the Director within fourteen (14) calendar days of the due date for the response at Step 1. The Director or designee will promptly conduct an investigation and respond in writing within fourteen (14) calendar days after receiving the written grievance.~~ Grievances regarding discipline must be filed at Step 2 within fourteen (14) calendar days of the issuance of the discipline. Group grievances must be filed at Step 2.

STEP 3

If the grievance is not resolved at Step 2, the Union it may be appealed the decision within fourteen (14) calendar days of the due date of the response at Step 2 to the Director of Employee and Labor Relations Human Resources (or the designee), who may either review the grievance or appoint an appropriate administrator to conduct a review. The review at Step 3 grievance meeting shall be completed within thirty (30) calendar days, ~~include a meeting~~ and be deemed a hearing under ORS 332.544. The Director of Employee and Labor Relations Human Resources (or designee) shall respond, in writing, to the Union within seven (7) calendar days of the completion of the review. Grievances regarding discharge shall be filed at Step 3 within fourteen (14) calendar days of the issuance of the discharge.

STEP 4

If the grievance is not resolved at Step 3, the Union may, within thirty (30)

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calendar days of the due date of the response at Step 3, notify the District, in writing, of its intent to arbitrate and within seven (7) calendar days of such notice, the Union shall request a list of arbitrators from the Employment Relations Board as provided below.

Grievances regarding discharge of employees subject to the Custodian Civil Service Law where the employee has elected to appeal the discharge pursuant to the Civil Service Board Rules may not be submitted to arbitration under this Agreement.

The grievance may be submitted to arbitration according to the following procedures:

- A. The arbitrator shall be selected from a list of five (5) Oregon arbitrators provided by the Employment Relations Board who are also certified by the American Arbitration Association. Each party shall then alternately strike one name from the list until one remains and such person shall be the arbitrator. Nothing is intended to preclude the parties from mutually agreeing on an arbitrator.
- B. Only the Union An employee may not file a grievance at Step 2; advance a grievance to Step 3, and appeal a grievance to arbitration without Union representation and without notice to the District of the appeal to arbitration.
- C. In reviewing disciplinary cases, the arbitrator may not use a work performance standard other than the one adopted by the District. The arbitrator must render his/her decision in writing within thirty (30) days following completion of the hearings. The arbitrator's decision shall be final and binding unless properly appealed and set aside. Any such appeal must be filed in the forum of competent jurisdiction within thirty (30) days of the issuance of the arbitrator's decision.
- D. The decision of the arbitrator shall be binding on all parties, provided: (1) the arbitrator must restrict his/her decision to interpretation of the Agreement, (2) it is in accordance with the legal meaning of this Agreement, and (3) it is based on substantial evidence.
- E. The costs of the arbitration shall be shared equally by the parties.
- F. The arbitrator's decision shall be confined exclusively to the explicit provision(s) of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, detract from, remove, alter or amend or in any other way modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall not substitute his/her

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judgment for that of either the District or the Union.

### SECTION 3 – General

#### Procedures

- a. The grievant must be present at Steps 1 and 2 and may be present at all other steps. In processing the grievance, the grievant may:
  - b. Represent himself/herself ~~as described in~~ Step 1 of this grievance procedure, or
  - c. Be represented by ~~their~~his/her Union at the Union's expense.
2. It may at times become necessary to extend time limits. These extensions are to be kept to a minimum and must be mutually consented to in writing by the parties involved.
3. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
4. The Board and its administrators shall cooperate with the grievant in the investigations of any grievance, and further will furnish the grievant or his/her representative with such necessary and readily available information as requested for the processing of any grievance.
5. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or administrative remedies for the conduct complained of, and failure to do so shall preclude resorting to such other remedies.
6. A representative of the Union may be present at all steps of the procedure.

### SECTION 4 – ARTICLE 12 GRIEVANCES

1. The following procedure applies to any grievance alleging a violation of Article 12 (Nondiscrimination)
2. Any Grievance alleging a violation of Article 12 (Nondiscrimination)

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must be submitted to the employee's Department Head or designee within thirty (30) calendar days of the date the grievant or the Union knew or by reasonable diligence should have known of the alleged grievances.

3. The Department Head or Designee must respond within thirty (30) calendar days after receipt of the grievance.
4. Grievances alleging a violation of Article 12 (Nondiscrimination) are not arbitrable.

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### ARTICLE 13 PERSONNEL FILE

- A. Each employee shall have the right, upon request, to review the contents of theirhis/her personnel records (whether located in the official personnel or building personnel file) in accordance with ORS 652.750. Only one official personnel file shall be maintained by the District.
- B. A representative of the Union or counsel for the employee may, (1) at the employee's request, accompany theirhim/her in this review and/or (2) be authorized by the employee in writing to review the file and/or obtain a complete unredacted copy of the personnel file. \_
- B.C. An employee may request that reprimands (excluding evaluations) be removed from their personnel file after two (2) years, provided that no subsequent such entries of the same nature have been made into that file. The District retains discretion on whether to agree to remove the reprimand upon request and will consider the severity and nature of the misconduct in making its decision. The District will comply with all public record retention laws.
- C.D. The District shall provide an employee with a copy of any materials placed in theirhis/her official personnel and building personnel file. Materials placed in an employee's file shall bear the date of such placement. An employee may respond in writing within thirty (30) days to any material placed in such file and the response shall become part of the file.
- D.E. Anonymous materials shall not be placed in the personnel file.
- E.F. The employee may request materials which theyhe/she feels pertinent to theirhis/her professional career, performance and qualifications be placed in his/her personnel file.
- F.G. Any official grievance filed by an employee shall not be placed in the official personnel file of the employee, and shall not be used in any connection with or recommendation for job placement or performance.
- G.H. The reference to an employee's personnel file used herein is not intended to show an employee's possession or ownership; rather, it refers to the District's records of personnel-related information for the individual employee.

Rec'd 10/26/23  
~ 4:40 pm

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ARTICLE 14  
EMPLOYEE EVALUATION

- A. Formal evaluation of employees shall be in writing and shall be for the purpose of establishing a record of the employee's work performance. The employee's job description shall be a basis for the evaluation. When the District makes changes in job descriptions, they shall be given to the Union and the affected employees. If the changes involve additional certification or change the minimum qualifications for the position, the District will provide the Union with reasonable advanced notice and an opportunity to meet and discuss the impact of the change on current employees.
- B. The evaluator shall review the written evaluation with the employee and provide the employee with a copy. The employee shall sign the evaluation acknowledging receipt. If the employee has objections to the evaluation, s/he they, may within thirty (30) calendar days following receipt of the evaluation put such objections in writing and have them attached to the evaluation report and placed in his/her/their personnel file.
- ~~C.~~ B. The District will continue its practice and current policy of ~~of annual~~ employee evaluations on regular and probationary employees. Should budget reductions result in the inability of the District to complete annual evaluations, the District may opt to perform evaluations every other year after written notification of such change to the Union.
- C. Employee evaluations are not grievable.
- D. On an annual basis, the District will provide an anonymous survey to allow employees to provide feedback on their work environment.



UNION COUNTER PROPOSAL  
1.12.23 @ 4PM

Rec'd email 1/12/24  
only 5:32pm

TA 1/12/24  
Erin Pastor

ARTICLE 15 – OVERTIME AND CALL BACK

TA 1/12/24 8:08pm  
J. [Signature]

A. OVERTIME

1. Overtime shall be compensated at time and one-half the employee's hourly rate of pay and will be paid for all work time scheduled by the District in excess of eight (8) hours in one day or forty (40) hours in one week. The overtime rate shall also apply to work performed on Saturdays and Sundays unless such days fall within an employee's regular workweek assignment.
2. The District will attempt to solicit volunteers Districtwide prior to assigning mandatory overtime.
3. An employee scheduled to work on ~~their/his/her~~ regular day off shall be guaranteed a minimum of four (4) hours of work or actual time worked should the employee choose to leave sooner than four (4) hours.

B. CALL BACK

1. An employee called back to work after completing a shift shall be compensated at the greater of the following:
  - a. Overtime rate times actual hours worked (which shall include reasonable time of travel to and from ~~their/his/her~~ home, not to exceed twenty (20) minutes each way); or
  - b. Four (4) hours of straight-time pay or actual time worked should the employee choose to leave sooner than four (4) hours.
2. If the employee is called back to work on ~~their/his/her~~ regular day off, the minimum provided in A.2 will apply.

C. EXTENSION OF WORK YEAR

For employees in positions with a work year of less than twelve (12) months, work performed outside an employee's regular work year shall not be viewed as call back. Time worked beyond the normal work year is only paid at overtime rates under the circumstances described in paragraph A.1.

D. OVERTIME ON HOLIDAYS

An employee who works on a paid holiday (See Article 21) shall receive holiday pay plus ~~their/his/her~~ overtime rate for hours worked.

#### E. EXCEPTIONS TO THE MINIMUMS

Any minimum hours requirements in this Agreement shall not apply in situations where there is a lack of work due to power failure, lack of water, interruption of transportation services, or other utilities. This provision also includes acts of God and other situations and conditions beyond the control of the District such as restrictions imposed by municipal and other authorities including, but not limited to, curfews, evacuations, martial law etc. In these situations, pay shall be for time actually worked.

#### F. SHIFT ASSIGNMENTS

In the event multi-shifts are established within any department, employees in that department will be given the opportunity to indicate their shift preference. Shift assignments shall be determined first by asking for volunteers to work a particular shift. If there are more volunteers than are needed, when qualifications are equal, employees shall be selected based on seniority amongst the volunteers in the particular department. If there are not sufficient volunteers, then the District shall assign the least senior qualified employee in the department.

#### G. WEEKEND WORK

Work performed on Saturday or Sunday shall be compensated at the regular straight time rate unless such work is in excess of forty (40) hours in one workweek. The provisions of Article 15A.2. and 15B.2. do not apply. The District shall assign this work to employees who volunteer to work on Saturdays and Sundays.

#### H. ~~COMPENSATORY TIME~~

~~In lieu of pay, compensatory time off at the overtime rate may be specified by the District. However, time off must be granted by the end of the next calendar month following the month in which the overtime was worked.~~

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## ARTICLE 17, LEAVES

Leaves provided under this Article are intended to meet the legitimate needs of employees and are granted to those employees who work on a regularly scheduled basis. The use of leaves must be limited to instances of personal need and are not to be abused. Use of accrued leave in accordance with the provisions below shall not be cause for discipline and shall not be counted as an occurrence under the District's attendance policy; however, any abuses may be subject to the provisions of Article 11 - Discipline, Demotion and Discharge. "Abuse" is defined as being improper or excessive use of leave or a pattern of use which is improper or excessive.

The District shall respond to all employee leave requests within fourteen (14) calendar days.

Sections A and B of this Article are intended to comply fully with the requirements of Oregon's Paid Sick Time law. Should the District deem it necessary, the District may grant paid leave to ensure compliance with the minimum requirements of Oregon's Paid Sick Time law as circumstances may require and notwithstanding any provision of this Agreement.

### A. SICK LEAVE

1. Employees in paid status at least fifty percent (50%) of the month or more shall accrue sick leave at a rate equivalent to one (1) day per month, based upon the employee's scheduled workday. The use of sick pay shall be limited to purposes provided in the Oregon Sick Time Law and BOLI regulations ~~personal illness of the employee, including medical or dental appointments, except where modified by this Agreement or as otherwise required by law.~~ When possible, the employee should schedule medical and dental appointments outside working hours.
2. Employees who have completed one (1) full year of service with the District shall be accredited with the equivalent annual sick leave at the beginning of each fiscal year for twelve (12) month employees or school year for ten (10) month employees. If an employee uses the advance credit in excess of that which would be normal accrual and terminates employment or goes on a leave of absence without pay, the District shall be entitled to recover from the employee's final paycheck, an amount of money equal to the amount paid for overused sick leave. Employees who have not completed one (1) full year of service with the District shall be credited with accrued sick leave on a monthly basis.
3. There is no limit on the amount of sick leave which can be accumulated.

4. When an employee has exhausted ~~their~~his/her accumulated sick leave credits, s/he shall be entitled, in the event of illness, to receive one (1) day for each year of service at two-thirds (2/3) of ~~their~~his/her daily rate of pay. Each year's allowance may only be used once.

5. The District will establish a Sick Leave Bank for use by employees who have exhausted their sick leave. The Union can solicit voluntary contributions from employees up to seven hundred hours (700) hours per year. The Union may carry over from one (1) fiscal year to the next the remaining balance of the unused employee contributions to the Sick Leave Bank. At no time may the balance of the Bank exceed seven hundred (700) hours. The guidelines for use of the Sick Leave Bank will be jointly developed by the District and the Union which will include the following:

a. Use of hours from the Bank shall be only in cases of critical illness or injury of an employee.

b. The employee must have exhausted all of ~~their~~his/her accumulated sick leave and vacation hours.

c. To be eligible, an employee must have been employed by the District for three (3) years or more.

d. Request for use of the Sick Leave Bank will be jointly approved by the Union and the District. Request of less than five (5) days or more than thirty (30) days will not be approved.

e. The Bank will not be used in association with a Workers' Compensation claim.

f. Employees' contribution to the Bank shall not be for less than four (4) hours nor more than forty (40) hours.

g. An employee who contributes sick leave hours to the bank must retain five (5) days' worth of sick leave hours in their own sick leave account.

6. The District shall continue its election pursuant to ORS 238.350 (sick leave credit for retirement benefits).

7. If an employee utilizes sick leave for at least half the workdays in a month while receiving Workers' Compensation time loss benefits, the District will provide contractual insurance benefits for the month. An employee who uses sick leave shall be entitled to insurance benefits

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only if the sick leave is used continuously until the sick leave is exhausted or the employee returns to work. Employees who have an accepted Workers' Compensation claim and are receiving time loss payments at the time of the execution of this agreement shall be paid the supplemental payment for the maximum of 180 days.

B. OTHER PAID LEAVES

epp

An employee who is on an authorized paid leave as provided by this Section shall receive no loss of pay or benefits.

1. Family Illness

All employees shall receive up to three (3) additional days per fiscal year with pay in case of illness of a member of the employee's immediate family. "Immediate Family" shall be interpreted to mean spouse, children, siblings, stepsiblings, parents, step parents, grandparents, grandchildren, in-laws and step in-laws, Step mother-in-law, father-in-law, brothers and sisters of the employee, domestic partner, foster children, any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship, or any other person living in the home with the employee (use of this leave shall be for instances where care or attention by the employee is necessary). In the event that emergency conditions arise, an extension of family leaves shall be determined upon the merits of the individual case by the Office of the Superintendent. After utilizing the available days of family illness leave, the employee may charge against ~~their~~his/her accumulated sick leave when additional time is needed to provide care for a member of the employee's immediate family. The District may require a physician's statement verifying the illness of the family member.

2. Absence Due to Quarantine or Isolation

An employee's absence from work because of quarantine or isolation to prevent the spread of a communicable disease by the appropriate public health official shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay. Quarantine or isolation pay will not extend past the standard quarantine or isolation period established by the local public health authority, but in no event shall it exceed thirty (30) days.

To qualify for quarantine or isolation pay under this Section, an employee must be fully vaccinated (if a vaccine is available) as defined under guidelines set by the federal and state health authority, including any boosters.

## 6. Mandatory Court Appearances

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- a. An employee subpoenaed to appear as a court witness shall be excused from their/his/her work assignment without loss of pay, provided that the employee shall submit any witness fee received to the School District Business Office along with a copy of the subpoena. In cases where the employee is a plaintiff or defendant to the action, absence will be without pay or, at the employee's election, emergency leave as provided in Paragraph 4 of this Section. An employee required to appear in court as a co-plaintiff or co-defendant with the District shall be released without loss of pay.
- b. An employee subpoenaed for jury duty shall be excused from their/his/her work assignment without loss of pay provided that the employee shall submit any jury fee received to the School District Business Office along with a copy of the subpoena. On days when the employee is excused from jury duty, s/he shall report to his/her work assignment provided four (4) hours or more of his/her workday remains at the time they are/s/he is excused; and provided that length of time on jury duty prior to excuse and his/her workday with the District shall not exceed his/her normal workday.

## C. UNPAID LEAVES

Employees on unpaid leave shall not be entitled to use any accrued paid leave, except as provided in Section C.2 and C.3 of this Article.

### 1. Special Leaves of Absence

Employees who have been continuously employed for two (2) or more years may apply for a special leave of absence without pay. The Superintendent or designee shall exercise their/his/her discretion in the granting of such leaves. Employees on such leaves shall not be permitted to engage in remunerative service without the approval of the Superintendent.

### 2. Childcare Leave

- a. An employee covered by this Agreement shall be eligible for a childcare leave (maternity, paternity or adoption) for up to six (6) months. The District may, upon written request, extend such leave for additional periods of time. An employee on childcare leave covered by OFLA may use accrued leave in the following order: sick, personal and then vacation.

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b. The District shall retain full control and authority to establish policies and regulations in accordance with State statutes, regarding the administration of child care leaves. Such policies and regulations may include, but not be limited to: application procedures, requirements for physician statements, return procedures, etc. Such policies and regulations shall not be considered as part of this Agreement.

3. Federal Family Medical Leave Act and Oregon Family Leave Act

Family medical leave shall be granted according to the provisions of the Federal Family Medical Leave Act and the Oregon Family Leave Act (FMLA and OFLA). If there is a conflict in the two (2) statutes, the employee gets the greater benefit. The District may require employees to utilize all accrued paid leave if on an approved FMLA/OFLA leave of absence. Leaves for FMLA and/or OFLA shall be used in the following order: sick, personal and then vacation.

4. Military Leave

The District shall be solely responsible for the establishment of a military leave policy required by ORS 408.210 through 408.290.

D. RETURN FROM LEAVE

Employees shall be expected to return from leave immediately upon expiration of leave, unless there are circumstances beyond their control. Failure to return from leave or being absent from work without any grant of leave for three (3) or more consecutive days shall be considered job abandonment and the employee will be terminated.

Employees who are on an approved leave shall have the right to return to their position or one that is comparable in duties and responsibilities within twelve (12) calendar months. An employee who returns to duty following a leave shall be entitled to any step increases received by other employees within ~~their~~ his/her classification provided s/he was continuously employed for at least one-half (1/2) of ~~their~~ his/her designated work year immediately prior to beginning the leave.

Given 1/12/24  
~ 2:15 pm.

ARTICLE 18 – INSURANCE

TA 1/12/24 8:09 pm  
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A. The District will offer medical, dental and vision benefits to benefit-eligible employees as specified in this Article.

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8:10 pm

B.  
~~A.~~ Insurance for Full Time Employees. For ~~E~~ employees who are scheduled to work at least thirty (30) hours per week and have been employed at least sixty (60) days are eligible for benefits as specified in this Article.

~~A.~~  
~~B.A.~~ The District will offer medical, dental and vision benefits to benefit-eligible employees.

~~F~~ for the remainder of the current benefit plan year (Oct. 1, 2023~~19~~–Sept 30, 2024), the District will continue to provide the existing medical, dental, and vision benefits described during open enrollment. Employees will continue to pay the established employee's share during their 2023-2024 benefit plan year time period.

~~C.A.~~ INSURANCE COMMITTEE

~~1.~~ The Insurance committee shall be composed of three (3) bargaining unit members and one SEIU staff person and up to four (4) District employees. Bargaining unit members shall be released on paid time for a maximum of two (2) hours each to meet on insurance committee matters. Within two weeks of receiving the rates for the following benefit year, the District will provide SEIU with an opportunity to meet and discuss available plans, structure and premiums for the upcoming fiscal year. The District will select the insurance plan(s) and carrier(s) to offer, but will make reasonable efforts to maintain benefits that are substantially similar to those offered the previous year.

Effective October 1, 2024, the District will contribute the full actual cost of employee medical, dental, and vision premiums for eligible employees who elect employee-only coverage with a monthly premium cost less than \$1,200. Eligible employees who elect any other coverage level coverage with a monthly premium cost greater than \$1,200 per month will contribute three percent (3%) of the total monthly premium cost, and the District will contribute the remaining amount. ~~If the total cost of the benefits exceeds the District Cap as provided in Appendix C, employees will make a supplement contribution as specified in Appendix C.~~ [BARGAINING NOTE: DELETE APPX C]

C. Insurance for Part-Time Employees. Effective October 1, 2024, employees who are regularly scheduled to work between 20 and 29 hours per week and have



been employed at least sixty (60) days, may elect part time medical, vision and dental insurance. Eligible employees who elect employee-only coverage will contribute ten percent (10%) of the total monthly premium cost, and the District will contribute the remaining amount. Eligible employees who elect any other coverage level will contribute forty percent (40%) of the total monthly premium cost, and the District will contribute the remaining amount. → Removed 1.18.24

#### D. INSURANCE COMMITTEE

2-1. The Insurance committee shall be composed of three (3) bargaining unit members and one SEIU staff person and up to four (4) District employees. Bargaining unit members shall be released on paid time for a maximum of two (2) hours each to meet on insurance committee matters. Within two weeks of receiving the rates for the following benefit year, the District will provide SEIU with an opportunity to meet and discuss available plans, structure and premiums for the upcoming fiscal year. The District will select the insurance plan(s) and carrier(s) to offer, but will make reasonable efforts to maintain benefits that are substantially similar to those offered the previous year.

D-E. The District will announce the employee contribution for each plan during open enrollment. The employee contribution will not change during the benefit year.

#### E-F. WORKERS' COMPENSATION

All employees of the District are eligible for State Workers' Compensation benefits. For absence due to a compensable injury as defined in ORS Chapter 656, an employee shall retain the compensation check which s/he receives for time lost. An employee may supplement his/her compensation check with accrued accumulated sick leave. Coordination of Workers' Compensation benefits and Sick Leave Benefits shall be in accordance with applicable state regulations. An employee who is injured on the job shall have the right for a period set forth by the Workers' Compensation statutes to return to a position similar to the one s/he occupied but subject to seniority provisions of Article 20 - Reduction Of Staff.

#### F-G. LIFE INSURANCE AND LONG-TERM DISABILITY BENEFIT

The District will pay the cost of life insurance and long-term disability benefits for all full-time employees eligible for health insurance benefits.

1/18/24 Eran Paster  
8:15pm

**ARTICLE 19 – SAFETY**

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**A. SAFETY**

In the interest of safety and the well-being of students, employees and the public, the District and the Union agree to the objective of a safe and healthy workplace. The District shall maintain safe and healthy working conditions in accordance with all established Board policies, Federal and State regulations. The District and employees covered under this Agreement should work to avoid or minimize hazards. An employee's failure to comply with safety standards when flagrant, deliberate or repeated, may have disciplinary consequences. The District has an obligation to make the standards known to the employees through training programs and hands-on training.

**B. PHYSICAL EXAMINATIONS**

In the interest of safety and the well-being of students, employees and the public, the District and the Union agree to the objective of a substance-free workplace. The District, at its discretion, may require that new employees have a physical examination including substance testing once a job offer has been made. Such examination of a current employee(s) may also be required with reasonable suspicion based on specific, articulable observations. The District will pay the cost of all District required physical examinations and substance testing.

C. The District will pay for the costs of record checks and fingerprinting of existing employees as required by State law.

D. Custodians. The parties acknowledge the requirements under the Custodians' Civil Service Law, ORS 242.310-640 & 242.990 ("CCSL").

**E. PROPERTY LOSS**

The District shall reimburse employees for loss of personal property, excluding the employee's automobile, which occurs while the employee is on duty under the following circumstances:

1. When the loss is a result of any unwarranted assault on the employee's person suffered while on duty.
2. Property stolen by the use of forcible entry on a locked container on District Property.

Reimbursement shall be at replacement costs (not exceeding actual cost) less any insurance or Workers' Compensation reimbursement. Reimbursement

shall not be made for losses 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 employee was evident.

Employees 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.

F. Employee Complaints. All employee complaints made against another employee must be submitted pursuant to District policy and this agreement. For harassment complaints, the District will evaluate whether a safety plan is appropriate. The District will not require the complainant to move work locations as part of any safety plan.

G. Temperature of the Workplace. Labor Management Committee meetings may include workplace temperature as a discussion topic. For heat management, PPS will follow the OSHA Heat Illness Prevention Rule and the PPS Heat Illness Prevention Plan including the following:

1. Access to shade when the heat index is at/above 80 degrees Fahrenheit;
2. Ensuring that each employee takes health illness prevention rest breaks, regardless of the length of the shift if the heat index is at or above 90 degrees; and
3. If a supervisor observes signs or an employee reports symptoms of heat illness, the employee must be relieved from duty and provided with a means to reduce body temperature.

This subsection G is intended to align with the OSHA Heat Illness Prevention Rule and the PPS Heat Illness Prevention Plan.

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ARTICLE 21  
VACATION AND HOLIDAYS

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EOP 1/12/24 8pm

B. HOLIDAYS

1. ~~Regularly employed 170-190-200-210 day e~~Employees shall receive the following paid holidays subject to the provisions below:

- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day

~~Regularly employed twelve (12) month employees shall receive the above days, and in addition, shall receive Independence Day and Christmas Day. Holiday pay is included in the monthly annual salary of salaried employees. Regularly employed hourly employees shall receive full pay for holidays.~~

- Employees shall receive holiday pay provided the observed holiday falls on a scheduled workday of an employee and that the employee worked or was on an authorized paid leave the nearest scheduled workday immediately before and following the observed holiday.
2. The District reserves the right to change the days designated as paid holidays provided that in so doing it does not reduce the number of paid holidays. Thirty (30) days prior to implementing such change, the District shall notify the Union of the reasons therefore and provide opportunity for consultation.
  3. Employees who are members of a religious faith may use the leave provisions of Article 17B.4.B - Personal Business Leave for participation in religious observances when such participation during the workday is required by that faith.

Given 6/6/23  
~ 4 pm

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**ARTICLE 23  
NUTRITION SERVICES  
EXTRA WORK**

**A. EXTRA WORK**

Definitions:

For clarity purposes, the following definitions shall apply:

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**"Down day"** — Any day a school site or "department" is closed down for operations.

**"Limited available work"** — Regularly scheduled days when the workload is drastically limited. Examples include but are not limited to: Parent-Teacher conference days, testing days, and Outdoor School.

**"Regularly scheduled work day"** — A day an employee would have been scheduled to work if there were NOT "limited available work".

**"Prescheduled in-service training"** — Management sponsored in-service training scheduled on a "down day" at least one (1) calendar month in advance.

1. ~~Working on "down days"~~

- a. ~~When a school or site experiences a "down day", except in the event of prescheduled in-service training, employees may volunteer to work at another location.~~
- b. ~~When all else is equal, assignment shall be made on the basis of classification and seniority.~~

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- ~~c. If there are limited volunteers, the work will be assigned to substitute employees.~~
- 2. Nutrition Services employees whose "regularly scheduled work day" ~~has been cancelled~~ the number of ~~er~~ hours greatly reduced due to "limited available work," or has a "down day," ~~may be assigned to work at another location~~ will be asked to make themselves available until 7:30 a.m. on said scheduled work day, for a possible assignment.
  - a. Nutrition Services Lead Assistants will report all "regularly scheduled days" with "limited available work" to the their ~~Substitute Placement M~~anager at least twenty-four (24) hours prior.
  - b. ~~No employee will be required to work more than they are regularly scheduled to work, however they may volunteer to do so.~~
  - c. ~~Substitute Placement Manager~~ The District will make assignments with consideration given to employee classification, regular schedule, transportation limitations, distance from employee's home, etc.
  - d. When all else is equal, assignments shall be made on the basis of classification and seniority.
  - e. Employees or substitutes working in a position on a temporary basis will not be displaced by an employee whose work schedule is reduced due to "limited available work".

## ARTICLE 22 – COMPENSATION

### ~~SOCIAL SECURITY~~

~~At the time of the execution of this Agreement, continued participation by the District in the National Social Security Pension Act was anticipated. The District shall not take any formal action to withdraw the participation without notifying the Union and providing opportunity for consultation.~~

#### A. PERSONAL VEHICLES

Employees who are required to use their personal vehicles for travel on behalf of the District during on-duty time shall be reimbursed by the District. The District may require as a condition for reimbursement that the employee provide a certificate of insurance showing that the employee has basic liability coverage equal to or greater than minimum amounts required by District policy or regulation. Reimbursement shall be at the rate established by the District or Internal Revenue Service, whichever is higher.

#### B. TRI-MET

The District shall continue its pre-tax program for Tri-Met passes to the extent such current program is offered by Tri-Met.

#### C. BONUS PAY

The District may implement a bonus pay program for a group of employees (such as employees assigned to a particular school) to receive additional compensation above their normal wage.

#### D. WORK WEAR

Nutrition Services - The District agrees to furnish and maintain aprons for all nutrition services employees. If the District requires chef or lab coats, it shall provide them. The District will not implement any changes to the Nutrition Services uniforms without mutual consent of the Union.

#### E. SCHOOL OR SITE CLOSURE DUE TO INCLEMENT WEATHER

1. Custodian – All custodians are expected to report for their regularly scheduled shift when the school or site is closed for inclement weather. All custodians who report to work when the school or site is closed for inclement weather will receive 1.5 times their base rate of pay for all hours worked. If a custodian believes attempting to travel to the school or site would create a substantial safety risk, the custodian ~~may~~ must



notify ~~their~~his or her immediate supervisor and will be permitted to use vacation, emergency/personal business leave, or leave without pay.

2. Nutrition Services – In the event the District closes school for inclement weather, Nutrition Services employees will not report to work and will be permitted to use available personal/emergency leave. ~~for five (5) or more days during a single school year, the District will meet with the Union to bargain the impact of the closures on the Nutrition Service employees.~~

## F. DISASTER TIME

1. Disaster Time pay will be implemented when: A state of emergency is declared by the City of Portland, Multnomah County, the State of Oregon, or the federal government, in which the area covered by the emergency declaration includes the service area of Portland Public Schools; and PPS has declared an All PPS Closed day, which includes BESC/central operations.
2. All custodians are expected to report for their regularly scheduled shift when disaster time is implemented. If a custodian believes attempting to travel to the school or site would create a substantial safety risk, the custodian may notify his or her immediate supervisor and will be permitted to use vacation, emergency/personal leave, or leave without pay.
3. Custodians will be paid their straight time hourly rate in addition to his or her regularly monthly pay when disaster time is implemented unless the custodian does not report to work as permitted under Section G.2 of this Article.

## G. LONGEVITY PREMIUM

- ~~3.~~1. Employees who have 15 or more consecutive years of service with the District from the employee's start date will receive longevity premium pay in the amount of one percent (1%) of the employee's base rate of pay.

## ARTICLE 24 – TRANSFERS AND VACANCIES

Nutrition Services

Employees Custodians See

Applicable Provisions of

~~“CCSL”~~

A. When a vacancy exists because of a transfer, promotion, demotion, resignation or termination, the District agrees to fill the position within sixty (60) working days. When filling vacancies, the District agrees that if all other factors are equal, seniority will be used to decide placement. The District will consider employee preference when assigning work locations.

### A. JOB POSTINGS

Vacant positions shall be posted for the purpose of providing opportunity to existing employees to make application for such positions. The vacant position excluding temporary positions, will be posted for at least five (5) working days prior to the closing date. The listing shall include a job summary, the location, actual hours (subject to change based upon operational needs) and the classification for the particular position. The job posting shall be sent to each worksite with a copy to the Union. Employees who are interested in a position shall make their desire known by applying for the position.

### B. WORK LOCATION

For Nutrition Services employees, the District will notify employees of their work location at least two (2) weeks prior to the first day students attend classes at the beginning of each school year.

### B.C. TRANSFERS

Employees may request a transfer to a specific location or geographic region. Such requests may be filed at any time. Employees may inquire of their department regarding the transfer procedure, posting process, the status of their transfer request, or the reason they have not been selected for a position and will receive a response within ten (10) days. The District agrees the difficulty in backfilling a transferee will not be considered when filling positions.

In cases of District-initiated changes to an employee's regular work location, the District will consider employee preference to the extent practicable while

ensuring that the operational needs of the District are met. The District will provide at least five (5) calendar days' advanced notice prior to changing an employee's regular work location except in cases of emergency appointment or building need. Upon request, the District will provide the written reason(s) for any change to an employee's regular work location. Such requests must be made within five (5) calendar days of the change.

G.D. There shall be a two (2) week trial period for an employee accepting a transfer or a promotion. During or at the end of the two (2) week period, the employee may elect to return to his/her previous assignment or the administration may return the employee to his/her previous assignment as long as the decision to do so is not arbitrary or capricious.

D.E. CUSTODIANS

Custodians' Civil Service Law, ORS 242.310-640 & 242.990 ("CCSL") will be followed for vacancies.

## ARTICLE 25 – DURATION

- A. Except as may otherwise be provided for in this Article, this Agreement shall become effective upon ratification and shall continue in effect through 11:59 PM on June 30, 2023<sup>6</sup>. ~~The parties agree to meet on paid time prior to the start of 2023 bargaining to discuss our respective compensation studies. The parties agree to schedule the first bargaining session for successor contract negotiations no later than February 10, 2023.~~
- B. Should there be an intervening change in the law which would significantly reduce the District's revenue, and thus, its fiscal stability below the level being planned for at the time of the execution of this Agreement, the parties agree to reopen the negotiations on salaries.

## APPENDIX A – NUTRITION SERVICES

### A. Nutrition Services Wages

1. Effective July 1, 2023, Nutrition Services employees will be paid according to the rate in the Nutrition Services wage table plus any applicable ~~longevity as specified in Section B and~~ premium pay as specified in Section E of Appendix A. Step 1 of the Wage Table reflects an 8.5% increase to the 2022-2023 base wage for the Nutrition Services Lead position and the Nutrition Services Assistant position. ~~–The wage table reflects July 1, 2022 increases of 19.8% for the Nutrition Services Assistant position and 7% for the Nutrition Services Lead and Summer Monitor positions.~~
2. Wage Scale Placement for Current Employees.
  - a. Upon ratification of this agreement, Nutrition Services employees will be placed on the wage scale based on years of service in their classification. For example, a Nutrition Services Lead who has completed three full years of employment with the District in their classification, and is currently in their fourth year of employment in the classification, will be placed on Step 4 of the wage scale for Nutrition Services Lead classification.
3. Newly hired employees will be placed on Step 1 for their classification.
4. Employees who are promoted from the Nutrition Services Assistant classification to the Nutrition Services Lead classification will be placed at the step that results in a minimum 2.5% increase in compensation.

~~Within thirty (30) calendar days following July 1, 2022, PPS will make a one-time only payment of five hundred dollars (\$500) to all Nutrition Services employees employed on July 1, 2022. This payment will be subject to all appropriate taxes, withholdings and deductions.~~

~~Nutrition Services Wage Table~~

<b>Classification</b>	<b>July 1, 2022</b>
<del>Nutrition Services Assistant</del>	<del>\$17.25</del>
<del>Nutrition Services Lead*</del>	<del>\$21.08</del>
<del>Summer Monitor</del>	<del>\$19.62</del>

5. Effective July 1, 2024, Nutrition Services employees will be paid according to the rate in the Nutrition Services wage table. This wage scale reflects a July 1, 2024, increase of four percent (4%). Employees who have not reached the top step will advance one step on the wage table.
6. Effective July 1, 2025, Nutrition Services employees will be paid according to the rate in the Nutrition Services wage table. This wage scale reflects a July 1, 2025, increase of three percent (3%). Employees who have not reached the top step will advance one step on the wage table.
7. Employees whose salaries are above the top step will be frozen at their wage rate for the life of the agreement.

[COMMENT: TABLES PROVIDED SEPARATELY]

~~\*NS Lead in a Roving position will receive a fifty cents per hour (\$0.50/hr) premium for all hours worked in the position.~~ [COMMENT: Addressed in language below]

## ~~B. LONGEVITY~~

~~Employees will receive longevity pay as a percentage of their base pay based on years of service:~~

- ~~1. After five (5) years, the longevity shall be three percent (3%) or~~
- ~~2. after ten (10) years, the longevity shall be five percent (5%), or~~
- ~~3. after fifteen (15) years, the longevity shall be seven percent (7%), or~~
- ~~4. after twenty (20) years, the longevity shall be nine percent (9%), or~~
- ~~5. after twenty-five (25) years, the longevity shall be eleven percent (11%), or~~
- ~~6. after thirty (30) years, the longevity shall be thirteen percent (13%).~~

~~Time spent in a higher classification shall be counted toward longevity eligibility if the employee is reclassified to a lower classification. If the employee is returned to the higher classification, s/he shall be reinstated with~~

~~any longevity previously accrued while in that classification. Longevity pay shall commence at the beginning of the payroll period following the month in which a Nutrition Services employee has completed the required time for longevity. A change in class designation or title without a substantial change in job duties shall be considered the same classification for purposes of longevity pay.~~

**COMMENT: MOVED BELOW, LANGUAGE REVISED BELOW** ~~Roving Leads—The department will guarantee each roving lead a minimum of six (6) hours of work on a daily basis throughout the regular school year, with the exception of in-service and other odd scheduled days. NS Lead in a Roving position will receive a fifty-cent-per-hour (\$.50) premium for all hours worked in the position.~~

**C.B.** WORK YEAR

By May 30, the District shall attempt to notify employees, whose work year corresponds with the school year, of the intended employment status including, but not limited to, work hours and location with the District for the following school year. Failure by the District to provide such notice of changes in the staffing plans following issuance of notification will not interfere with the authority of the District to reassign or lay-off an employee.

The Board retains the right and authority to change the days on which school shall be held and to make any adjustments to the work year. In the event of adjustment to the work year, the District shall consult with the Union before implementing any change, and the salaries set forth in this Agreement shall be adjusted for the added or deleted days on the basis of the employee's daily rate under said salary schedules.

**D.C.** SUMMER PROGRAM WORK

Employees who work in the summer program in a lower classification than during the regular school year shall be paid the maximum rate of the lower classification including longevity and/or certification pay for which they are eligible. Monitors shall be paid at the Roving Lead rate in the wage table. By April 1, the administration will inform employees of the application procedures to be followed for any summer program vacancies. If the administration determines that the qualifications of two or more employees are equal, the most senior employee will be selected. By June 1, the administration shall distribute to all worksites and to the Union a listing of those employees selected to work or be on-call for the summer program. ~~Bargaining unit employees, who have complied with the application procedures established by the District, will be considered for summer, winter, or spring special programs prior to substitutes.~~ Employees in the USDA summer program working the day prior to and immediately after Juneteenth and/or July 4 shall

receive holiday pay for the holiday.

E.D. PREMIUM PAY

1. The standard day shift shall begin between 5:00 am and 12:00 noon. Employees working eight (8) hour shifts beginning at other times shall receive an additional seven percent (7%) of their base salary.
2. Persons holding School Nutrition Association certification of Level I or higher on July 1, 2017 shall receive additional compensation of ~~fifty~~sixteen cents (\$.50~~46~~) per hour through the duration of this agreement.
3. Employees who serve in a department committee leadership role will receive additional compensation of fifty cents (\$.50) per hour while performing the leadership role

~~3.4.~~ Roving Leads- The department will guarantee each roving lead a minimum of six (6) hours of work on a daily basis throughout the regular school year, with the exception of in-service and other odd scheduled days. NS Lead in a Roving position will receive a one dollar~~fifty-cent-~~per hour (\$1.00~~0.50~~) premium for all hours worked in the position.

F.E. TRAINING

Some or all of the fees for educational classes directly related to the improvement of job skills, as approved in advance by the Director, shall be reimbursed to the employee upon submission of evidence of satisfactory completion of said classes.



District Wage Scale for 1.18.24 Proposal 700 pm

**2023-24** 8.5% COLA applied to 2022-23 wage to start step scale. Each step is 2.5%

Position/Step	1	2	3	4	5	6	7	8	9	10
Lead (8.5%)	\$22.88	\$23.46	\$24.05	\$24.66	\$25.28	\$25.92	\$26.57	\$27.24	\$27.93	\$28.63
Assistant (8.5%)	\$18.72	\$19.19	\$19.67	\$20.17	\$20.68	\$21.20	\$21.73	\$22.28	\$22.84	\$23.42

**2024-25** 4% COLA applied to 2022-23 wage to start step scale. Each step is 2.5%

Position/Step	1	2	3	4	5	6	7	8	9	10
Lead (4%)	\$23.80	\$24.40	\$25.01	\$25.64	\$26.29	\$26.95	\$27.63	\$28.33	\$29.04	\$29.77
Assistant (4%)	\$19.47	\$19.96	\$20.46	\$20.98	\$21.51	\$22.05	\$22.61	\$23.18	\$23.76	\$24.36

**2025-26** 3% COLA applied to 2022-23 wage to start step scale. Each step is 2.5%

Position/Step	1	2	3	4	5	6	7	8	9	10
Lead (3%)	\$24.52	\$25.14	\$25.77	\$26.42	\$27.09	\$27.77	\$28.47	\$29.19	\$29.92	\$30.67
Assistant (3%)	\$20.06	\$20.57	\$21.09	\$21.62	\$22.17	\$22.73	\$23.30	\$23.89	\$24.49	\$25.11

## APPENDIX B – CUSTODIANS

[COMMENT: Insert updated wage tables]

In implementing the provisions of the above salary schedules for custodians, the parties agree to the following:

8. Effective July 1, 202~~2~~3, custodians will be paid according to the rate in the Custodians wage table in Appendix B. This wage scale reflects an increase effective ~~July 1, 202~~2~~3~~ increase of six fifteen percent (~~15~~6%). Employees who have not reached the top step will advance one step on the Salary Schedule.
9. Effective July 1, 2024, custodians will be paid according to the rate in the Custodians wage table in Appendix B. This wage scale reflects a July 1, 2024 increase of three percent (3%). Employees who have not reached the top step will advance one step on the Salary Schedule.
- ~~2.~~10. Effective July 1, 2025, custodians will be paid according to the rate in the Custodians wage table in Appendix B. This wage scale reflects a July 1, 2025 increase of three percent (3%). Employees who have not reached the top step will advance one step on the Salary Schedule.
- ~~3.~~11. Employees whose salaries are above the top step will be frozen at their wage rate for the life of the agreement.
- ~~4.~~12. Any employee who is promoted will move to the next highest pay in the new range that results in a minimum of a 3.4% increase.

### A. SHIFTS AND WORKWEEK

1. Shifts for head custodians shall be eight (8) hours including an on-duty lunch, and shall commence no later than 6:30 am, with the exception of Custodial training days. Shifts for other custodians shall be eight (8) hours plus one-half (1/2) hour lunch. An additional one dollar (\$1.00) per hour will be paid for hours worked by custodians between midnight and 5:00 am.
2. Each custodian shall be assigned to a shift with a regular starting and ending time. Except in cases of transfer, promotion or emergency, the

beginning and ending time of a shift shall not be changed by the Administration without fourteen (14) calendar days' notice to the employee, except when mutually agreed upon.

3. The usual workweek for custodians shall be Monday through Friday. An employee's scheduled workweek shall not be changed without two (2) weeks' advance notice and shall remain so changed for at least three (3) months, unless both the employee and the department agree.

## B. SPECIAL SALARY PROVISIONS

1. A custodian employee temporarily assigned to substitute or act in a higher classification shall receive seven dollars (\$7.00) per day plus one dollar (\$1.00) for each additional level. Example: A Custodian acting as a Custodian "B" will receive a total of eight dollars (\$8.00) additional compensation. Such additional compensation shall be payable as follows:

1 through 2 hours = no additional compensation

3 through 5 hours = one-half (1/2) additional compensation  
6 through 8 hours = full additional compensation

A custodian substituting or acting in a higher classification for more than twenty (20) consecutive workdays shall receive the next highest pay in the new range for the position in which they are substituting or acting, or the daily rate specified in this section, whichever is higher. Such pay shall commence on the twenty-first (21<sup>st</sup>) workday.

2.
  - a. Employees required to travel from one school or administrative building to another will receive an additional ~~three~~ four dollars (\$~~3~~4.00) per day for transportation and an additional ~~threetwo~~ three dollars ~~and fifty cents~~ (~~\$23.50~~0) for each subsequent trip per day.
  - b. Custodians assigned responsibility for lock up at a high school shall receive an additional two dollars (\$2.00) per day.
  - c. A custodian who is being promoted to the position of "D" Head Custodian shall be allowed one (1) week orientation in the new position prior to assuming the full responsibility provided that the resigning "D" Head Custodian has given the District at least five (5) weeks' written notice of his/her resignation. During the two-week period, the custodian being promoted shall be paid his/her

new regular salary as a “D” Head Custodian.

- d. A Head Custodian that is regularly assigned to the Mobile Head Custodian assignment will be paid the Head Custodian C rate at the step that is at least three and four tenths percent (3.4%) higher than the Head Custodian’s current rate.
- C. Custodians required to attend in-service classes relating to their work assignment shall be compensated at time and one-half (1-1/2) of their regular rate when such participation occurs after eight (8) hours of work in one (1) day or forty (40) hours of work in a week.
- D. A ten (10) hour day, four (4) day workweek schedule may be implemented upon mutual agreement of the Union and the District.
- E. “D” Head Custodians may select from their assigned crew the helpers to be assigned on the day shift.
- F. The District shall approve vacations as requested by the employee based upon operational needs. Such request shall not be arbitrarily denied and the reason for the denial shall be provided to the employee. Use of vacation leave is subject to the supervisor’s approval. An employee may request to use vacation leave at any time. However, where the use of vacation leave is planned and foreseeable, an employee should request leave at least two (2) weeks in advance. In case more requests are received than can be approved for a particular period, the employer shall approve requests in order of receipt, or by seniority where requests are received on the same date.
- G. Employees may request a transfer to a specific site or geographic region. Such requests may be filled at any time. Employees may inquire of their department, questions regarding the transfer procedure, the status of their transfer request, or the reason they have not been selected for a position.
- H. Buildings are generally classified according to the following criteria:
  - A building = less than 45,000 sq. ft.
  - B building = 45,000 - 74,999 sq. ft. or 500-600 students
  - C building = 75,000 – 200,000 sq. ft. or more than 600 students
  - D building = more than 200,000 sq. ft.

The District or the Union may request that a building/site be reclassified upward and the District and Union may, through mutual agreement, amend this section of the agreement.

No employee will suffer a loss of pay due to the reclassification of the building

to a lower classification. When a building is reclassified upward, a vacancy will be identified by the District and the Custodian Civil Service Law will be followed. The following listing of buildings by classification shall be reviewed and updated upon ratification of this Agreement and shall be effective for the duration of this Agreement:

**A BUILDINGS**

Applegate  
Chief Joseph  
Clarendon

Columbia  
East Sylvan  
Hollyrood\*

Humboldt\*

Maplewood  
Meek

Rieke  
Sacajawea

Stephenson  
Wilcox/Rice  
Terwilliger

**B BUILDINGS**

Abernethy  
Astor  
Atkinson

Bridger  
Bridlemile  
Capitol Hill

Creative Science

Forest Park  
Glencoe

Hayhurst  
Irvington

James John  
Kenton  
Lee  
Lewis  
Marysville  
MLC  
Ockley Green  
Peninsula  
Rosa Parks  
Rose City Park  
Sabin  
Scott  
Sitton  
Skyline  
Whitman  
Winterhaven  
Woodmere  
Woodstock

**C BUILDINGS**

Ainsworth  
Alameda  
Arleta

Beach  
Beaumont  
Boise-Eliot

Buckman

Chapman  
Cesar Chavez

Creston  
DaVinci

Duniway  
Faubion  
Fernwood  
George  
Gray  
Grout  
Harrison Park  
Hosford  
Kellogg  
Kelly  
King  
Lane  
Laurelhurst  
Lent  
Llewellyn  
Markham  
Mt. Tabor  
Richmond  
Rigler  
Roseway  
Heights

**C BUILDING  
CONT.**

Sellwood  
Sunnyside  
Tubman

Vernon  
Vestal  
West Sylvan

Woodlawn

Youngson

**D BUILDINGS**

Benson High School  
BPESC  
Cleveland High  
School  
Franklin High School  
Grant High School  
Jackson Middle  
School  
Jefferson High  
School  
Lincoln High School  
McDaniel High  
School  
Marshall High School  
Roosevelt High  
School  
Wells High School

\* Denotes Leased Site

Appendix C District Insurance Cap

District Contribution and Cap. The District's total monthly contribution towards medical, dental and vision insurance premiums will not exceed the District Cap. The District Cap is equal to \$1,355 multiplied by the number of benefit-eligible employees in the bargaining unit. The District will contribute the actual cost of employee medical, dental, and vision premiums minus the total amount of the employee contributions specified in Article 18 unless the actual cost minus the employee contributions specified in Article 18 exceeds the District Cap.

Supplemental Employee Contribution. If the total cost of eligible medical, dental, and vision premiums exceeds \$1,355 times the number of benefit-eligible employees minus the employee contributions specified in Article 18 – Insurance, the District will contribute an amount equal to the District Cap and the remaining balance will be paid through a supplemental employee contribution. The Supplemental Employee Contribution will be calculated as follows:

~~(Total Monthly Premium – Total Employee Contributions from Article 18 – District Cap)~~

~~÷ (Total Number of Employees Enrolled in District Benefits)~~

Monthly Supplemental Employee Contribution for Each Employee Enrolled in District  
Benefits

The District will announce the Supplemental Employee Contribution, if necessary, during open enrollment. The Supplemental Employee Contribution will not change during the benefit year.

District Wage Scale for 1.18.24 Proposal 7:00 pm

Upon Ratification (6%)	1	2	3	4	5	6	7	8	9	10
Position/Step										
Head Custodian D	27.05	27.96	28.92	29.90	30.91	31.97	33.05	34.18	35.34	36.54
Head Custodian C	24.56	25.40	26.26	27.16	28.08	29.03	30.02	31.04	32.10	33.19
Head Custodian B	22.32	23.08	23.86	24.67	25.51	26.38	27.27	28.20	29.16	30.15
Head Custodian A	21.32	22.05	22.80	23.57	24.37	25.20	26.06	26.94	27.86	28.81
High School Lead	21.32	22.05	22.80	23.57	24.37	25.20	26.06	26.94	27.86	28.81
Custodian	20.37	21.06	21.78	22.52	23.28	24.07	24.89	25.74	26.61	27.52

7/1/2024 (3%)	1	2	3	4	5	6	7	8	9	10
Position/Step										
Head Custodian D	27.87	28.81	29.79	30.81	31.85	32.94	34.06	35.21	36.41	37.65
Head Custodian C	25.30	26.16	27.05	27.97	28.92	29.90	30.92	31.97	33.06	34.18
Head Custodian B	22.99	23.78	24.58	25.42	26.28	27.18	28.10	29.06	30.05	31.07
Head Custodian A	21.96	22.71	23.48	24.28	25.11	25.96	26.84	27.75	28.70	29.67
High School Lead	21.96	22.71	23.48	24.28	25.11	25.96	26.84	27.75	28.70	29.67
Custodian	20.99	21.70	22.44	23.20	23.99	24.80	25.65	26.52	27.42	28.35

7/1/2025 (3%)	1	2	3	4	5	6	7	8	9	10
Position/Step										
Head Custodian D	28.71	29.69	30.70	31.74	32.82	33.93	35.09	36.28	37.51	38.79
Head Custodian C	26.06	26.95	27.87	28.81	29.79	30.80	31.85	32.93	34.05	35.21
Head Custodian B	23.68	24.49	25.32	26.18	27.07	27.99	28.94	29.93	30.95	32.00
Head Custodian A	22.62	23.39	24.19	25.01	25.86	26.74	27.65	28.59	29.56	30.56
High School Lead	22.62	23.39	24.19	25.01	25.86	26.74	27.65	28.59	29.56	30.56
Custodian	21.62	22.36	23.12	23.91	24.72	25.56	26.43	27.33	28.25	29.22



**Letter of Agreement**

**between**

**School District No. 1 Multnomah County, Oregon and**

**Service Employees International Union**

**Local 503, School employees Union Local 140**

The parties to this agreement are the School District #1J, Multnomah County, Oregon (“District” or “PPS”) and Service Employees International Union, Local 503, School Employees Union Local 140 (“SEIU”), in its role as exclusive representative of a bargaining unit of Custodians and Nutrition Services employees at the District. This agreement resolves the issue of District changes to the work calendar to make up for missed student instruction days in November 2023.

**Recitals:**

1. On November 26, 2023, the District notified SEIU of intent to modify the work year to make up for 11 lost student instruction days.
2. The District added the following student instruction days: December 18-22, 2023; January 26, 2024; February 19, 2024; April 8, 2024; and June 12-14, 2024 (“make up days”).
3. This agreement addresses impacts to employees caused by the change in work days.

**Agreement:**

1. Nutrition Services employee leave requests for December 18-22, 2023, for vacation purposes that employees had arranged prior to Wednesday, November 29, 2023, will be granted. All employees must follow all departmental absence reporting procedures.
2. The District’s personal emergency, sick leave and family medical leave policies will continue to apply during the make-up days except that Nutrition Services employees may choose whether to use accrued sick leave or take unpaid time for qualifying absences.
3. The parties agree to replace the Presidents’ Day Holiday with March 25, 2024, for both Custodial and Nutrition Services employees.
4. Presidents’ Day is no longer considered a designated holiday under Article 21, Section B. Consequently, employees who work this day are not entitled to “Overtime on Holiday” pay under Article 15, Section D. March 25, 2024, will be considered a designated

holiday under Article 15, Section D, and Article 21, Section B for the 2023-2024 school year only.

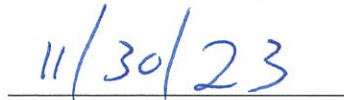
5. SEIU agrees PPS has fulfilled all notice and bargaining obligations concerning the make-up days.
6. The parties acknowledge that the make up days and amended holiday day may change due to ongoing discussions between the District and the Portland Association of Teachers or due to snow make up days.
7. This agreement expires on June 28, 2024.
8. Any disputes arising under the terms of this agreement must be resolved through the CBA's grievance and arbitration procedure in Article 10 of the parties' CBA.

By signing below, the parties agree to the terms of this agreement:

For the District:

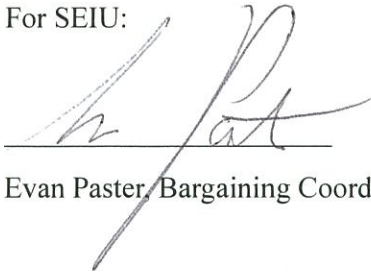


J. Chris Duckworth, Legal Counsel

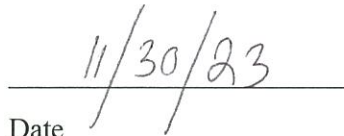


Date

For SEIU:



Evan Paster, Bargaining Coordinator



Date