**January 21, 2020**

## RESOLUTION No. 6041

2019-22 Agreement between Service Employees International Union and School District No. 1J, Multnomah County, Oregon

## RESOLUTION

The Superintendent is authorized and directed to execute the 2019–2022 Agreement between the Service Employees International Union, representing nutritional services and facilities, and School District No. 1J, Multnomah County, Oregon, as provided to the Board of Education and filed in the record of this meeting.

**PORTLAND PUBLIC SCHOOLS**
**OFFICE OF HUMAN RESOURCES**
501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-3551

**Date:** January 07, 2020

**To:** School Board

**From:** Carol Hawkins, Senior Director of Labor and Employee Relations

**Subject**: Contract Ratification 2019-2020 SEIU Collective Bargaining Agreement

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## BACKGROUND

The SEIU CBA expired on June 30, 2019. In fall 2019, the Board provided direction regarding potential contract negotiations with the SEIU. PPS and SEIU reached tentative agreement on December 21, 2019. SEIU will complete ratification on Jan. 12, 2020.

- Term: 3 years from expiration of prior contract (July 1, 2019 – June 30, 2022)
- Wages:
  - Nutrition Services
    - Substantial first year wage for elementary and middle school leads to ensure compliance with new Oregon Pay Equity Law
    - Steady increases for entry-level position based on desire to maintain gap between entry-level position and minimum wage
    - Added 25 year and 30 year longevity premiums based on Union position that this was a priority
    - Total cost of NS wage increases is under the amount in the Nutrition Services budget (which is separate than General Fund and driven by federal funding)
  - Custodians
    - Adjustment to pay scale in the first year of the contract to address problems with recruitment and retention
    - Uniform 3% raises for second and third years
    - Part-time custodian paid at same hourly rate as full-time (still no benefit-eligible)
    - Revised and updated criteria for Building Classification at mutual request of both sides
      - Added “A” Classification - will result in long-term savings and promotional opportunities
      - Parties agreed to process for filling vacancies, pay, and seniority rights affected by reclass
    - Created new “Night Lead” position to provide better training, allow for promotion, and get rid of inefficient Head Night Custodian C position

- Insurance:
  - Complete rewrite of the insurance language to clarify cost sharing and bring language into alignment with recent practice
  - Employees who elect coverage beyond employee only will pay set percentage of premium cost (3%)

        - Net effect is slight cost savings to the District
        - Provides greater predictability for employees and improves ease of administration for the District
    - Retained language placing a "cap" on the District's total cost of health care benefits and clarified how cost above cap would be funded (uniform employee contributions)
        - Virtually no chance of cost of benefits exceeding the cap during the term of this contract

- Custodian Termination Procedure
    - Added language requiring terminated custodian to choose venue (CCSB Board or arbitration) to contest termination – remove potential for "two bites at the apple"

## RELATED POLICIES/BEST PRACTICES

Labor Relations best practices encourage contracts to continue without a break to increase employee and management stability and productivity.

## ANALYSIS OF SITUATION

Portland Public School students benefit from skilled staff; continued contracts support this goal.

## FISCAL IMPACT

SEIU CBA with increases effective July 1, 2019, July 1, 2020, and July 1, 2021.

## COMMUNITY ENGAGEMENT (IF APPLICABLE)

Not applicable.

## TIMELINE FOR IMPLEMENTATION/EVALUATION

These agreements will be effective upon SEIU ratification and Board approval.

## STAFF RECOMMENDATION

Staff recommends approval of the SEIU contract following membership approval.

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*As a member of the PPS Executive Leadership Team, I have reviewed this staff report.*

_____ *(Initials)*

ATTACHMENTS

A. 2021-2022 SEIU Collective Bargaining Agreement
B. 2021-2022 SEIU Collective Bargaining Agreement Redlined

# AGREEMENT

BETWEEN
SCHOOL DISTRICT NO. 1
MULTNOMAH COUNTY, OREGON
AND
SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 503,
SCHOOL EMPLOYEES UNION LOCAL 140

# DRAFT
# Ratification - 2022

# TABLE OF CONTENTS


ARTICLE 1 RECOGNITION AND APPLICATION OF AGREEMENT ..... 2
ARTICLE 2 TEMPORARY EMPLOYEES ..... 2
ARTICLE 3 STATUS OF AGREEMENT ..... 2
ARTICLE 4 CONTRACT ADMINISTRATION ..... 3
ARTICLE 5 UNION RIGHTS ..... 4
ARTICLE 6 NO STRIKE CLAUSE ..... 6
ARTICLE 7 MANAGEMENT RIGHTS CLAUSE ..... 6
ARTICLE 8 PAYROLL ..... 8
ARTICLE 9 ENTIRE AGREEMENT ..... 9
ARTICLE 10 GRIEVANCE PROCEDURE ..... 9
ARTICLE 11 DISCIPLINE, DEMOTION AND DISCHARGE ..... 12
ARTICLE 12 NONDISCRIMINATION ..... 13
ARTICLE 13 PERSONNEL FILE ..... 13
ARTICLE 14 EMPLOYEE EVALUATION ..... 14
ARTICLE 15 OVERTIME AND CALL BACK ..... 15
ARTICLE 16 LUNCH AND REST PERIODS ..... 16
ARTICLE 17 LEAVES ..... 16
ARTICLE 18 INSURANCE ..... 21
ARTICLE 19 SAFETY ..... 22
ARTICLE 20 REDUCTION OF STAFF ..... 23
ARTICLE 21 VACATIONS AND HOLIDAYS ..... 26
ARTICLE 22 COMPENSATION ..... 28
ARTICLE 23 NUTRITION SERVICES EXTRA WORK ..... 29
ARTICLE 24 TRANSFERS AND VACANCIES ..... 30
ARTICLE 25 DURATION ..... 31
APPENDIX A ..... 32
APPENDIX B ..... 34
APPENDIX C ..... 39
SIGNATURE PAGE [UPDATE] ..... 40

**AGREEMENT**
**BETWEEN**
**SERVICE EMPLOYEES INTERNATIONAL UNION**
**LOCAL 503 OPEU, School Employees Union Local 140**
**AND**

SCHOOL DISTRICT NO. 1,
**MULTNOMAH COUNTY, OREGON**

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 503, OPEU, School Employees Union Local 140 (HEREINAFTER CALLED "UNION"), AND SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY, OREGON (HEREINAFTER CALLED "DISTRICT") MADE ON THE AUTHORITY OF ITS BOARD OF DIRECTORS.

## 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.

## ARTICLE 2
## TEMPORARY EMPLOYEES

A. A temporary employee is one who is hired to fill a position with a duration of six (6) consecutive months, or less, or to replace a regular employee on an approved leave of absence or absence due to an on-the-job injury. Note: Custodians refer to CCSL.

B. Temporary employees are entitled to all benefits of this Agreement except the benefits provided by Articles 17.A.5, B.1, 2, 3 and 4, 21 and 22.A of this Agreement.

C. Temporary employees will, upon re-employment, be given seniority credit for previous time worked as a temporary unless a period of six (6) months or more has elapsed since their last period of employment.

D. CUSTODIANS – Temporary employees will be hired in rank order from the Civil Service Board Eligibility List. Employees hired as temporary will retain their position on the civil service list. The District shall notify the Union of the beginning date and projected ending date for each temporary employee hired.

## ARTICLE 3
## STATUS OF AGREEMENT

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. The District shall make the Agreement available online and provide a copy to an employee covered by the Agreement upon request.

F. The District, the Union and their respective representatives shall take no action in violation of, or inconsistent with, any provision of this Agreement.

G. 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.

H. It is anticipated that during the life of this Agreement, District upgrades of its computer and records systems may make it feasible to implement a weekly or biweekly payroll and may necessitate other changes in payroll and record keeping. As these changes occur, the parties will use the contract administration process to make appropriate adjustments to the provisions of this Agreement to accommodate these changes. 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.

## ARTICLE 4
## 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. 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.

## 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.

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.

H. The Union shall provide the District with the names of authorized Union stewards and their work locations. 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 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 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
- 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.

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 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.

## ARTICLE 6
## NO STRIKE CLAUSE

During the life of this Agreement, the Union or any employee(s) will not authorize, cause, engage in, or sanction any form of illegal concerted work stoppage, boycott, picketing, or any other interruption of work at, within, or concerning any facilities or operations of the School District. The District shall not cause an illegal lockout of employees from their work.

## ARTICLE 7
## MANAGEMENT RIGHTS CLAUSE

Except as otherwise provided in this Agreement, the Union agrees that the Board and its designees shall retain control and direction over all matters of inherent managerial policy. Such matters shall include, but are not limited to:

A. The executive management and administrative control of the school system and its properties and facilities, including the development of budgets and actions as may be necessary to meet emergency situations;

B. Hire all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, dismissal, demotion, promotion or transfer; except as provided by the Custodians' Civil Service Law, ORS 242.310-640 & 242.990 ("CCSL").

C. The unqualified right of assignment and direction of work of all of its personnel, and to determine the number of shifts and hours and days of work and starting times and scheduling of all the foregoing;

D. The unqualified right to establish the work, payroll and school calendars;

E. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation thereof or changes therein, and the institution of new and/or improved methods or changes therein;

F. Adopt reasonable rules and regulations;

G. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, schools, programs, divisions or subdivisions, buildings or other facilities;

H. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;

I. Determine the financial policies, including all accounting and payroll processes and procedures and all matters pertaining to public relations;

J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;

K. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria, except as provided by the Custodians' Civil Service Law, ORS 242.310-640 & 242.990 ("CCSL");

L. The selection and utilization of technology;

M. The District expressly retains the right to contract out or subcontract any work performed in the past by employees, or currently being performed by employees, or that may in the future be performed by employees and the Union expressly waives any duty the District might have under law to bargain these matters. It is expressly agreed that this provision represents the full and complete agreement between the parties with respect to all contracting out. Notwithstanding the requirements of ORS 243.650 to 243.782, by this Agreement the District and the Union agree that the District has met its duty to bargain this subject. The Union expressly disclaims and waives any further duty on the part of the District to bargain over the right to contract or subcontract any and all work and the impact of any decision to contract or subcontract any and all work. Before the District contracts/subcontracts work presently, regularly, and exclusively performed by bargaining unit members where such contracting will result in the layoff or demotion of current employees, the following shall occur:

1. The Union shall be notified in writing at least sixty (60) days in advance of the proposed implementation. Such notification shall include an analysis of the likely impact on employees, and shall also outline the projected financial impact and other considerations that the District has deemed are pertinent to its deliberation to contract or subcontract work.

2. Upon receipt of the notice, the Union shall have ten (10) days in which to notify the District of its desire to meet and discuss the contracting/subcontracting decision. The Union may propose changes in existing work rules, benefits, and/or wage rates in order to compete more effectively with the contractors or subcontractors and/or the Union may propose alternative staffing arrangements that it believes would reduce the impact of the contracting/subcontracting.

3. The District shall not finalize the decision to contract/subcontract such work until after it has afforded the Union the opportunity to meet as provided above and considered all timely Union proposals before a decision is finalized.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific, written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the state of Oregon, including the Custodians' Civil Service Law, ORS 242.310-640 & 242.990 ("CCSL").

## 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, with 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

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 (15th) day of each month. New or changed payroll deductions received by the fifteenth (15th) 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.

## ARTICLE 9
## ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. No prior oral or written past practices, agreements, procedures, traditions, and rules or regulations shall continue or be controlling. The Union, for the life of this Agreement, voluntarily and unqualifiedly waives its right and agrees that the District shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter which was or might have been raised in bargaining but which is not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the Union at the time that it negotiated or signed this Agreement.

Any changes to this Agreement are subject to the written approval of the Union and the District.

## 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 discuss the grievance with his or her immediate supervisor outside the bargaining unit prior to submitting a written grievance. If the grievance remains unresolved, the grievance shall be submitted in writing to the affected employee’s immediate supervisor outside the bargaining unit within thirty (30) calendar days of when the employee knew or reasonably should have known of the alleged violation. A 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 supervisor shall respond, in writing, within fourteen (14) calendar days following the date 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, it may be appealed within fourteen (14) calendar days of the due date of the response at Step 2 to the Director of 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 shall be completed within thirty (30) days, include a meeting and be deemed a hearing under ORS 332.544. The Director of Human Resources (or designee) shall respond, in writing, to the Union within seven (7) 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) 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. An employee may not 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 judgment for that of either the District or the Union.

SECTION 3 – General Procedures

1. The grievant must be present at Step 1 and may be present at all other steps. In processing the grievance, the grievant may:

a. Represent himself/herself as described in Step 1 of this grievance procedure, or

b. Be represented by 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.

## ARTICLE 11
## DISCIPLINE, DEMOTION AND DISCHARGE

A. No employee shall be disciplined without cause. Discipline shall include written reprimands (excluding evaluations) placed in the employee's personnel file, suspension without pay, demotion or discharge. A written reprimand shall be stated as such and becomes part of the employee's personnel file. An evaluation or matters related thereto involving comments regarding the employee's performance do not constitute a reprimand.

B. The District agrees to follow progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior that precipitates said action. The nature and seriousness of the offense shall determine at which level progressive discipline is initiated.

C. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing. If the District issues a written discipline, then the discipline will contain the following notice: "Employees who wish to challenge this discipline must contact SEIU Local 503 no later than thirty (30) calendar days from the date of issuance of this discipline."

D. If a complaint based on an allegation brought by a community member or non-supervisory third-party is used to support disciplinary action, the supervisor shall cause the complaint to be reduced to writing and placed in the personnel file. Subject to the district's legal obligations and restrictions, the names of the complainant shall be disclosed if the employee so requests.

E. An employee shall have the right to request and have a Union representative present at any meeting that the employee reasonably believes may result in his/her discipline. Prior to such a meeting, the employee will be notified of its purpose and afforded an opportunity to consult with his/her representative. The right of representation will not exist when the meeting relates solely to evaluation of the employee's work performance.

F. In the event that an employee is scheduled for a disciplinary conference, the District shall give a minimum of twenty-four (24) hours' notice to the employee of such conference, unless the matter is one of unusual urgency.

G. The probationary period for newly hired employees will be one (1) calendar year. Periodic written evaluations will be done on each probationary employee. Termination of probationary employees shall not be subject to appeal except as provided by statute.

H. Training coursework test results shall not be grounds for discipline.

## ARTICLE 12
## NONDISCRIMINATION

In administering the terms and conditions of this Agreement, the parties agree to comply with applicable State and/or Federal Statutes and/or regulations regarding nondiscrimination, i.e., on the basis of age, gender or gender identity, religion, race, color, national origin, mental or physical disability, marital status, sexual orientation, veteran status, union, or political activity and association or other category protected by Federal, State or Municipal law. It is the expressed intent of the Union, in executing this Agreement, that the Board and its designees shall retain sole control and direction over the District's compliance with such laws and/or regulations and that this Article shall in no way be interpreted as affecting the application thereof. The Union and the District shall cooperate in making reasonable accommodations to the disabilities of bargaining unit personnel. The Union shall use its best efforts to direct employees complaining of such discrimination to appropriate District administrative processes. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provisions of the Oregon Fair Employment Practices Law.

## ARTICLE 13
## PERSONNEL FILE

A. Each employee shall have the right, upon request, to review the contents of his/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 him/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.

C. The District shall provide an employee with a copy of any materials placed in his/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. Anonymous materials shall not be placed in the personnel file.

E. The employee may request materials which he/she feels pertinent to his/her professional career, performance and qualifications be placed in his/her personnel file.

F. 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. 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.

## 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 involved 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, 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 personnel file.

C. The District will continue its practice of annual employee evaluations on regular 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.

D. Employee evaluations are not grievable.

## ARTICLE 15
## OVERTIME AND CALL BACK

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. An employee scheduled to work on 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 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 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 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.

## ARTICLE 16
## LUNCH AND REST PERIODS

A. Employees (excluding head custodians) working five (5) or more hours per day shall be entitled to a minimum of one-half (1/2) hour duty-free lunch period without pay. Employees who are required to work during this time shall be compensated for such time worked unless the interruption is the result of employees choosing to take their lunch periods together.

B. Custodian In-service Training Days – Head Custodians will receive a minimum of one-half (1/2) hour duty-free lunch period without pay instead of an on-duty lunch when the In-Service Training is five (5) hours or more and the Head Custodian has been relieved of duties at their assigned school during the training.

C. Employees shall receive a fifteen (15) minute rest period during each four (4) hours of work not to exceed two (2) such breaks during a regular eight (8) hour day, unless unusual circumstances prevent the taking of a particular break.

## 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; 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.

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 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 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 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 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 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

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, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters of the employee, domestic partner 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 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

   An employee's absence from work because of quarantine 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 during such a period as a result of the quarantine; provided, however, that such quarantine is declared solely for the purpose of preventing the spread of a communicable disease to others.

3. Funeral Leave

   a. An employee shall be permitted an absence of up to one (1) day to attend the funeral of a relative or friend. When, in his/her opinion circumstances demand it, the Supervisor shall authorize two (2) days' leave to attend the funeral of a relative.
   b. An employee shall be permitted five (5) consecutive days off with pay due to the death of a spouse, domestic partner, parent or child. An employee shall be permitted three (3) consecutive days off with pay due to the death of a grandparent, grandchild, mother-in-law, father-in-law, brother, sister, or other person living in the home of the employee provided the employee was responsible for the care of such person. Following an absence under this section of three (3) or five (5) days and upon request, an employee shall be permitted two (2) additional days of leave at two-thirds (2/3) of his/her scheduled salary. In the event of death during the employee's vacation time, the employee shall be entitled to the funeral leave provided by this Section in lieu of vacation time.

4. Emergency/Personal Business Leave

   Employees shall be entitled up to three (3) days' leave per work year without loss of pay under the following circumstances:

   a. Emergency Leave - In the case of unanticipated circumstances beyond the employee's control and for which prior planning cannot be made; or

   b. Personal Business - For attending to matters which cannot be scheduled outside the employee's work hours and for which the personal attention of the employee is required. In such cases, a request indicating the reason for the leave must be made to the responsible administrator at least twenty-four (24) hours in advance. Such leaves shall not be used for recreation, other employment, union or political activities, or to extend other leave categories as provided by this Agreement.

5. Mandatory Court Appearances

   a. An employee subpoenaed to appear as a court witness shall be excused from 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 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 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 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.

   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 his/her classification provided s/he was continuously employed for at least one-half (1/2) of his/her designated work year immediately prior to beginning the leave.

## ARTICLE 18
## INSURANCE

A. 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.

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

For the remainder of the current benefit year (Oct. 1, 2019–Sept 30, 2020), the District will continue to provide the existing medical, dental, and vision benefits. Employees will continue to pay the established employee's share during this time period.

B. 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.

2. 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.

C. Effective October 1, 2020, the District will contribute the full actual cost of employee medical, dental, and vision premiums for eligible employees who elect coverage with a monthly premium cost less than $1,200. Eligible employees who elect 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.

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

E. 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. 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.

## ARTICLE 19
## SAFETY

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.

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.

## ARTICLE 20
## REDUCTION OF STAFF

DEFINITIONS

For clarity purposes, the following definitions shall apply:

A. "Department" — For purposes of this procedure the parties shall recognize two (2) departments:

1. Nutrition Services;

2. Custodians

B. “Vacancy” — An unoccupied position/job that the District has decided to fill.

C. “Seniority” — Length of an employee’s continuous employment with the District from that employee’s most recent date of hire

D. “Bump” — The act of a senior employee displacing an employee with less seniority.

E. “Layoff” — An employee is considered to have been laid off when he/she is no longer actually working any hours for the District as a result of the reduction of the work force.

F. “Voluntary Lay Off” — An employee who would otherwise have not been laid off may opt to be voluntarily laid off.

G. “Recall rights” — Except as otherwise noted herein, laid off employees shall retain recall rights for a period of twenty-four (24) calendar months from the date of layoff. Employees who have exercised a voluntary lay off shall be deemed to have quit and shall relinquish all recall rights.

GENERAL PROVISIONS

A. In the event staff reductions become necessary, the District will lay off personnel in the inverse order of seniority by classification. The Union shall be provided the opportunity to consult with the District when the necessity of such reductions is determined. Two (2) weeks’ written notice of layoff shall be given to each employee to be laid off under the provisions of this Article. Persons given such notice may not exercise the paid leave provisions of Article 17 - Leaves, except for sick leave when supported by a doctor’s statement, funeral leave in case of immediate family, quarantine, mandatory court appearances or jury duty.

B. An employee whose position is eliminated, but retains his/her employment due to his/her seniority, and who rejects an assignment of equal wage rate and classification shall be deemed to have resigned and forfeit all rights under this Article.

REDUCTION IN FORCE PROCEDURE

A. The District will terminate all temporary employees replacing regular employees on leaves of absence prior to laying off any regular employee.

B. Unassigned employees will be allowed, on the basis of seniority, in the following order, to:

1. Fill a vacant position in the same classification. If such vacancy does not exist, the employee may:

2. Bump the least senior employee in the same classification. If there is no one with less seniority in the same classification in the department, the employee may:

3. Bump the least senior employee in the next lowest classification. If there is no one with less seniority in a lower classification in the department, the employee may:

4. Request a voluntary lay-off.

5. Employee will move to layoff status.

C. The parties specifically recognize that an employee affected by the "bumping" process is not the less senior; rather, it is the least senior employee.

D. An employee who moves to a new position must be able to perform the duties of that position in a satisfactory manner within a two (2) week trial period. If the District disqualifies the employee he/she shall retain the right to bump one (1) more time. If an employee self-disqualifies he/she shall move to layoff status.

E. Civil Service Custodian: A Civil Service Custodian who bumps into a lower Civil Service classification shall retain his or her previous rate until a position in the original classification is offered. A Civil Service custodian bumped into a Non-Civil Service position will be paid at the next lower wage rate in the lower wage range.

RECALL FROM LAYOFF

A. An employee who is laid off shall be recalled by the District based upon seniority within the classification from which s/he was laid off.

B. Employees laid off shall retain such right of recall for a period of twenty-four (24) calendar months from the date of layoff. Employees recalled by the District shall be reinstated with seniority rights accumulated as of the date of their layoff. Any employee recalled by the District who rejects such an assignment shall be deemed to have quit and shall relinquish all recall rights provided in this Article and Agreement.

C. Civil Service Custodians: A Civil Service Custodian laid off or bumped into a lower classification, including a non-civil service classification, shall retain such right of recall and shall be placed on the eligible list of the civil service board and be appointed (without interview) according to seniority as provided by the Custodians' Civil Service Law, ORS 242.310-640 & 242.990 ("CCSL"). Employees recalled by the District shall be reinstated with seniority rights accumulated as of the date of their layoff. Any employee recalled by the District who rejects such an assignment shall be deemed to have quit and shall relinquish all recall rights provided in this Article and Agreement unless the rejection is due to a reduction of hours by at least one (1) hour per day.

D. An employee who is laid off and recalled by the District into an assignment with reduced hours of at least one (1) hour per day, may reject the assignment, and retain all recall rights provided in this Article and Agreement.

VOLUNTARY LAYOFF

A. Rather than accept a move to another position, an employee may opt to be voluntarily laid off. The District agrees it will not protest the unemployment compensation claim of any employee who chooses to be voluntarily laid off. These employees shall be deemed to have quit and shall relinquish all recall rights.

## ARTICLE 21
## VACATIONS AND HOLIDAYS

A. Full-time employees who are employed on a twelve (12) month basis shall receive vacation with pay as follows:

| Years of Service | | Monthly Accrual | | Annual Accrual | |
|---|---|---|---|---|---|
| 1-5 | years of service | 6.7 | hours | 10 | days |
| 6 | " | 7.4 | " | 11 | " |
| 7 | " | 8.0 | " | 12 | " |
| 8 | " | 8.7 | " | 13 | " |
| 9 | " | 9.4 | " | 14 | " |
| 10 | " | 10.0 | " | 15 | " |
| 11 | " | 10.7 | " | 16 | " |
| 12 | " | 11.4 | " | 17 | " |
| 13 | " | 12.0 | " | 18 | " |
| 14 | " | 12.7 | " | 19 | " |
| 15 | " | 13.4 | " | 20 | " |
| 16 | " | 14.0 | " | 21 | " |
| 17 | " | 14.7 | " | 22 | (max.) |

Employees shall accumulate vacation credits at the appropriate above monthly accrual rate following completion of each month worked. For employees with dates of hire after the first working day of a month, accrual shall begin (and/or be increased to the next step) the following month. For the purpose of this Article "month worked" shall mean on-the-job time, vacation time and authorized paid leave. Employees may carry over from one (1) fiscal year to the next the equivalent of two (2) year's vacation accrual.

For both full-time and part-time employees, vacations must be scheduled through an employee's supervisor. A supervisor may require that vacations be scheduled at a time least disruptive to the department to which the employee is assigned.

An employee who occupies a position having a work year of less than twelve (12) months and who transfers to a twelve (12) month assignment may count the time employed in the previous assignment as qualifying for vacation allowance. The basis for this allowance shall be the number of days worked in the previous position divided by a 21.75-day calendar month. This will be converted to years of service and the employee shall commence to accrue vacation credits at the monthly rate shown above.

Part-time employees. Part-time employees earn vacation time if they are in assignments designated by the District to be a twelve (12) month assignment. The maximum accrual rate is 6.7 hours per month prorated according to the employee's normal work schedule. The proration is determined by comparing the part-time employee's normal work schedule to the normal full-time work schedule. Vacation is not earned in any year that the employee is absent from work due to unpaid leave or voluntary furlough or voluntary layoff (for example, during holiday vacation periods). Extra hours worked during periods schools are in recess shall not count towards vacation accrual. For employees in positions that are designated as twelve (12) month positions, accrual shall commence the beginning of the month, provided the employee was in the assignment for at least half of the preceding month. A part-time employee who transfers to an assignment of less than twelve (12) months or who terminates employment shall be given vacation time off work prior to the transfer or termination or be paid for any accrued vacation. The District has no obligation to continue any part-time twelve (12) month assignment and there is no implied right to any part-time employee to be placed in a twelve (12) month assignment.

B. HOLIDAYS

1. Regularly employed 170-190-200-210 day employees shall receive the following paid holidays:

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

2. 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.

3. 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.

4. 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.

## ARTICLE 22
## COMPENSATION

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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. 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 business leave, or leave without pay.

2. Nutrition Services – In the event the District closes school for inclement weather 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.

G. 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.

## ARTICLE 23
## NUTRITION SERVICES
## EXTRA WORK

A. EXTRA WORK

Definitions:

For clarity purposes, the following definitions shall apply:

**"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.

c. If there are limited volunteers, the work will be assigned to substitute employees.

2. Nutrition Services employees whose "regularly scheduled work day" was cancelled or hours greatly reduced due to "limited available work" 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 Substitute Placement Manager 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 will make assignments with consideration given to employee classification, 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 24
## TRANSFERS AND VACANCIES

### Nutrition Services Employees
### Custodians See "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.

B. 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.

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.

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.

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, 2022.

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

A. Wages

Effective July 1, 2019, 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. The Nutrition Services Lead classification, the High School Lead classification, and the Roving Lead classification will be combined into a single classification on the wage table. Any employee employed in the High School Lead classification will receive a one-time, lump sum ratification bonus of one thousand dollars ($1,000.00).

**Nutrition Services Wage Table**

| Classification | July 1, 2019 | July 1, 2020 | July 1, 2021 |
|---|---|---|---|
| Nutrition Services Assistant | $13.13 | $13.78 | $14.40 |
| Nutrition Services Lead* | $18.05 | $18.75 | $19.70 |
| Summer Monitor | $17.13 | $17.79 | $18.34 |

*NS Lead in a Roving position will receive a fifty-cents-per-hour ($0.50/hr) premium for all hours worked in the position.

B. LONGEVITY

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

- After five (5) years, the longevity shall be three percent (3%) or
- after ten (10) years, the longevity shall be five percent (5%), or
- after fifteen (15) years, the longevity shall be seven percent (7%), or
- after twenty (20) years, the longevity shall be nine percent (9%), or
- after twenty-five (25) years, the longevity shall be eleven percent (11%), or
- 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.

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. 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. 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 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 July 4 shall receive holiday pay for Independence Day.

E. PREMIUM PAY

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.

Persons holding School Nutrition Association certification of Level I or higher on July 1, 2017 shall receive additional compensation of sixteen cents ($.16) per hour through the duration of this agreement.

F. 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.

# APPENDIX B

## SALARY SCHEDULE FOR CUSTODIANS

**2019-20**

| Position | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| Head Custodian D | $20.90 | $21.43 | $21.98 | $22.54 | $23.12 | $23.73 | $24.32 | $24.95 | $25.57 | $26.20 |
| Head Custodian C | $18.99 | $19.48 | $19.98 | $20.49 | $21.01 | $21.56 | $22.10 | $22.67 | $23.24 | $23.80 |
| Head Custodian B | $17.24 | $17.67 | $18.14 | $18.59 | $19.15 | $19.64 | $20.15 | $20.66 | $21.18 | $21.69 |
| Head Custodian A | $16.49 | $16.90 | $17.34 | $17.78 | $18.28 | $18.75 | $19.22 | $19.71 | $20.20 | $20.69 |
| High School Lead | $16.49 | $16.90 | $17.34 | $17.78 | $18.28 | $18.75 | $19.22 | $19.71 | $20.20 | $20.69 |
| Custodian | $15.73 | $16.13 | $16.54 | $16.97 | $17.40 | $17.85 | $18.29 | $18.75 | $19.22 | $19.69 |

**2020-2021** (3%)

Position

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| Head Custodian D | $21.53 | $22.07 | $22.64 | $23.22 | $23.81 | $24.44 | $25.05 | $25.70 | $26.47 | $26.98 |
| Head Custodian C | $19.56 | $20.06 | $20.58 | $21.10 | $21.64 | $22.21 | $22.76 | $23.35 | $24.05 | $24.52 |
| Head Custodian B | $17.76 | $18.20 | $18.68 | $19.15 | $19.72 | $20.23 | $20.75 | $21.28 | $21.92 | $22.34 |
| Head Custodian A | $16.98 | $17.41 | $17.86 | $18.31 | $18.82 | $19.31 | $19.80 | $20.30 | $20.91 | $21.31 |
| High School Lead | $16.98 | $17.41 | $17.86 | $18.31 | $18.82 | $19.31 | $19.80 | $20.30 | $20.91 | $21.31 |
| Custodian | $16.20 | $16.61 | $17.04 | $17.48 | $17.92 | $18.39 | $18.84 | $19.31 | $19.89 | $20.28 |

**2021-2022** (3%)

Position

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| Head Custodian D | $22.17 | $22.74 | $23.32 | $23.91 | $24.53 | $25.18 | $25.80 | $26.47 | $26.34 | $27.79 |
| Head Custodian C | $20.15 | $20.67 | $21.20 | $21.74 | $22.29 | $22.87 | $23.45 | $24.05 | $23.93 | $25.25 |
| Head Custodian B | $18.29 | $18.75 | $19.24 | $19.72 | $20.32 | $20.84 | $21.38 | $21.92 | $21.81 | $23.01 |
| Head Custodian A | $17.49 | $17.93 | $18.40 | $18.86 | $19.39 | $19.89 | $20.39 | $20.91 | $20.80 | $21.95 |
| High School Lead | $17.49 | $17.93 | $18.40 | $18.86 | $19.39 | $19.89 | $20.39 | $20.91 | $20.80 | $21.95 |
| Custodian | $16.69 | $17.11 | $17.55 | $18.00 | $18.46 | $18.94 | $19.40 | $19.89 | $19.80 | $20.89 |

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

1. Effective July 1, 2019, the wage rate for each step and classification will be as provided in the Salary Schedule for Custodians. Employees who have not reached the top step will advance one step on the Salary Schedule.

2. Effective July 1, 2020, the wage rate for each step and classification will be increased by three percent (3%). Employees who have not reached the top stop will advance one step on the Salary Schedule.

3. Effective July 1, 2021, the wage rate for each step and classification will be increased by three percent (3%). Employees who have not reached the top step will advance one step on the Salary Schedule.

4. Employees whose salaries are above the top step will be frozen at their wage rate for the life of the agreement.

5. Any employee who is promoted will move to the next highest pay in the new range that results in a minimum of a 2.5% 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 (21st) workday.

2.

a. Employees required to travel from one school or administrative building to another will receive an additional three dollars ($3.00) per day for transportation and an additional two dollars and fifty cents ($2.50) 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 two and a half percent (2.5%) 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 | B BUILDINGS | C BUILDINGS | C BUILDING CONT. | D BUILDINGS |
|---|---|---|---|---|
| Applegate* | Abernethy | Ainsworth* | Sellwood | Benson High School |
| Chief Joseph* | Astor | Alameda | Sunnyside* | BESC |
| Clarendon* | Atkinson | Arleta* | Tubman | Cleveland High School |
| Columbia* | Bridger | Beach | Vernon* | Franklin High School |
| East Sylvan* | Bridlemile | Beaumont | Vestal* | Grant High School |
| Hollyrood* | Capital Hill | Boise-Eliot | West Sylvan | Jackson Middle School |
| Humboldt* | Creative Science | Buckman | Woodlawn* | Jefferson High School |
| Maplewood* | Forest Park | Chapman* | Youngson | Lincoln High School |
| Meek* | Glencoe | Cesar Chavez | | Madison High School |
| Rieke* | Hayhurst | Creston | | Marshall High School |
| Sacajawea* | Irvington | DaVinci | | Roosevelt High School |
| Stephenson* | James John | Duniway* | | Wilson High School |
| Wilcox/Rice* | Kenton | Faubion | | |
| | Lee | Fernwood | | |
| | Lewis | George | | |
| | Marysville | Gray* | | |
| | MLC | Grout* | | |
| | Ockley Green | Harrison Park | | |
| | Peninsula | Hosford* | | |
| | Rosa Parks | Kellogg | | |
| | Rose City Park | Kelly | | |
| | Sabin | King | | |
| | Scott | Lane | | |
| | Sitton | Laurelhurst* | | |
| | Skyline | Lent* | | |
| | Whitman | Llewellyn* | | |
| | Winterhaven | Markham | | |
| | Woodmere | Mt. Tabor | | |
| | Woodstock | Richmond* | | |
| | | Rigler* | | |
| | | Roseway Heights | | |

*Denotes Building Reclassification

## 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 – Employee Contribution – District Cap) / (Total Number of Employees Enrolled in District Benefits) = Supplemental Employee Contribution for each employee**

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

## SIGNATURE PAGE

**[INSERT SIGNATORIES HERE]**

# AGREEMENT

BETWEEN
SCHOOL DISTRICT NO. 1
MULTNOMAH COUNTY, OREGON
AND
SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 503,
SCHOOL EMPLOYEES UNION LOCAL 140

~~2017 –~~ 2019 ~~-~~ 2022

## TABLE OF CONTENTS


~~ARTICLE 1 RECOGNITION AND APPLICATION OF AGREEMENT.....4~~
~~ARTICLE 2 TEMPORARY EMPLOYEES.....4~~
~~ARTICLE 3 STATUS OF AGREEMENT.....4~~
~~ARTICLE 4 CONTRACT ADMINISTRATION.....5~~
~~ARTICLE 5 UNION RIGHTS.....6~~
~~ARTICLE 6 NO STRIKE CLAUSE.....8~~
~~ARTICLE 7 MANAGEMENT RIGHTS CLAUSE.....8~~
~~ARTICLE 8 PAYROLL.....10~~
~~ARTICLE 9 FAIR SHARE.....10~~
~~ARTICLE 10 ENTIRE AGREEMENT.....11~~
~~ARTICLE 11 GRIEVANCE PROCEDURE.....12~~
~~ARTICLE 12 DISCIPLINE, DEMOTION AND DISCHARGE.....15~~
~~ARTICLE 13 NONDISCRIMINATION.....15~~
~~ARTICLE 14 PERSONNEL FILE.....16~~
~~ARTICLE 15 EMPLOYEE EVALUATION.....16~~
~~ARTICLE 16 OVERTIME AND CALL BACK.....17~~
~~ARTICLE 17 LUNCH AND REST PERIODS.....19~~
~~ARTICLE 18 LEAVES.....19~~
~~ARTICLE 19 INSURANCE.....24~~
~~ARTICLE 20 SAFETY.....25~~
~~ARTICLE 21 REDUCTION OF STAFF.....26~~
~~ARTICLE 22 VACATIONS AND HOLIDAYS.....28~~
~~ARTICLE 23 COMPENSATION.....30~~
~~ARTICLE 24 NUTRITION SERVICES EXTRA WORK.....32~~
~~ARTICLE 25 TRANSFERS AND VACANCIES.....33~~
~~ARTICLE 26 DURATION.....34~~
~~APPENDIX A.....35~~
~~APPENDIX B.....38~~
ARTICLE 1 RECOGNITION AND APPLICATION OF AGREEMENT.....4
ARTICLE 2 TEMPORARY EMPLOYEES.....4
ARTICLE 3 STATUS OF AGREEMENT.....4
ARTICLE 4 CONTRACT ADMINISTRATION.....5
ARTICLE 5 UNION RIGHTS.....6
ARTICLE 6 NO STRIKE CLAUSE.....8
ARTICLE 7 MANAGEMENT RIGHTS CLAUSE.....8
ARTICLE 8 PAYROLL.....10

ARTICLE 9 ENTIRE AGREEMENT....11
ARTICLE 10 GRIEVANCE PROCEDURE....12
ARTICLE 11 DISCIPLINE, DEMOTION AND DISCHARGE....15
ARTICLE 12 NONDISCRIMINATION....15
ARTICLE 13 PERSONNEL FILE....16
ARTICLE 14 EMPLOYEE EVALUATION....16
ARTICLE 15 OVERTIME AND CALL BACK....17
ARTICLE 16 LUNCH AND REST PERIODS....19
ARTICLE 17 LEAVES....19
ARTICLE 18 INSURANCE....24
ARTICLE 19 SAFETY....25
ARTICLE 20 REDUCTION OF STAFF....26
ARTICLE 21 VACATIONS AND HOLIDAYS....28
ARTICLE 22 COMPENSATION....30
ARTICLE 23 NUTRITION SERVICES EXTRA WORK....32
ARTICLE 24 TRANSFERS AND VACANCIES....33
ARTICLE 25 DURATION....34
APPENDIX A....35
APPENDIX B....38
APPENDIX C....46
SIGNATURE PAGE [UPDATE]....47

**AGREEMENT**
**BETWEEN**
**SERVICE EMPLOYEES INTERNATIONAL UNION**
**LOCAL 503 OPEU, School Employees Union Local 140**
**AND**

SCHOOL DISTRICT NO. 1,
**MULTNOMAH COUNTY, OREGON**

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 503, OPEU, School Employees Union Local 140 (HEREINAFTER CALLED "UNION"), AND SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY, OREGON (HEREINAFTER CALLED "DISTRICT") MADE ON THE AUTHORITY OF ITS BOARD OF DIRECTORS.

## 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.

## ARTICLE 2
## TEMPORARY EMPLOYEES

A. A temporary employee is one who is hired to fill a position with a duration of six (6) consecutive months, or less, or to replace a regular employee on an approved leave of absence or absence due to an on-the-job injury. Note: Custodians refer to CCSL.

B. Temporary employees are entitled to all benefits of this Agreement except the benefits provided by Articles ~~18~~17.A.5, B.1, 2, 3 and 4, 21 and 22.A of this Agreement.

C. Temporary employees will, upon re-employment, be given seniority credit for previous time worked as a temporary unless a period of six (6) months or more has elapsed since their last period of employment.

D. CUSTODIANS – Temporary employees will be hired in rank order from the Civil Service Board Eligibility List. Employees hired as temporary will retain their position on the civil service list. The District shall notify the Union of the beginning date and projected ending date for each temporary employee hired.

## ARTICLE 3
## STATUS OF AGREEMENT

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. The District shall ~~print~~make the Agreement available online and provide ~~sufficient copies to the Union for distribution to all employees~~a copy to an employee covered by the Agreement ~~within a reasonable period of time following ratification. The District shall provide a copy to all new employees~~upon request.

F. The District, the Union and their respective representatives shall take no action in violation of, or inconsistent with, any provision of this Agreement.

G. 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.

H. It is anticipated that during the life of this Agreement, District upgrades of its computer and records systems may make it feasible to implement a weekly or biweekly payroll and may necessitate other changes in payroll and record keeping. As these changes occur, the parties will use the contract administration process to make appropriate adjustments to the provisions of this Agreement to accommodate these changes. 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.

## ARTICLE 4
## 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. These meetings are not intended to bypass the grievance procedure, and shall not constitute an invitation to continuously renegotiate the ~~provision~~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.

## 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.

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 ~~11~~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.

H. The Union shall provide the District with the names of authorized Union stewards and their work locations. 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 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 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 ~~22~~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
- 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.

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 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.

## ARTICLE 6
## NO STRIKE CLAUSE

During the life of this Agreement, the Union or any employee(s) will not authorize, cause, engage in, or sanction any form of illegal concerted work stoppage, boycott, picketing, or any other interruption of work at, within, or concerning any facilities or operations of the School District. The District shall not cause an illegal lockout of employees from their work.

## ARTICLE 7
## MANAGEMENT RIGHTS CLAUSE

Except as otherwise provided in this Agreement, the Union agrees that the Board and its designees shall retain control and direction over all matters of inherent managerial policy. Such matters shall include, but are not limited to:

A. The executive management and administrative control of the school system and its properties and facilities, including the development of budgets and actions as may be necessary to meet emergency situations;

B. Hire all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, dismissal, demotion, promotion or transfer; except as provided by the Custodians' Civil Service Law, ORS 242.310-640 & 242.990 ("CCSL").

C. The unqualified right of assignment and direction of work of all of its personnel, and to determine the number of shifts and hours and days of work and starting times and scheduling of all the foregoing;

D. The unqualified right to establish the work, payroll and school calendars;

E. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation thereof or changes therein, and the institution of new and/or improved methods or changes therein;

F. Adopt reasonable rules and regulations;

G. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, schools, programs, divisions or subdivisions, buildings or other facilities;

H. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;

I. Determine the financial policies, including all accounting and payroll processes and procedures and all matters pertaining to public relations;

J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;

K. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria, except as provided by the Custodians' Civil Service Law, ORS 242.310-640 & 242.990 ("CCSL");

L. The selection and utilization of technology;

M. The District expressly retains the right to contract out or subcontract any work performed in the past by employees, or currently being performed by employees, or that may in the future be performed by employees and the Union expressly waives any duty the District might have under law to bargain these matters. It is expressly agreed that this provision represents the full and complete agreement between the parties with respect to all contracting out. Notwithstanding the requirements of ORS 243.650 to 243.782, by this Agreement the District and the Union agree that the District has met its duty to bargain this subject. The Union expressly disclaims and waives any further duty on the part of the District to bargain over the right to contract or subcontract any and all work and the impact of any decision to contract or subcontract any and all work. Before the District contracts/subcontracts work presently, regularly, and exclusively performed by bargaining unit members where such contracting will result in the layoff or demotion of current employees, the following shall occur:

1. The Union shall be notified in writing at least sixty (60) days in advance of the proposed implementation. Such notification shall include an analysis of the likely impact on employees, and shall also outline the projected financial impact and other considerations that the District has deemed are pertinent to its deliberation to contract or subcontract work.

2. Upon receipt of the notice, the Union shall have ten (10) days in which to notify the District of its desire to meet and discuss the contracting/subcontracting decision. The Union may propose changes in existing work rules, benefits, and/or wage rates in order to compete more effectively with the contractors or subcontractors and/or the Union may propose alternative staffing arrangements that it believes would reduce the impact of the contracting/subcontracting.

3. The District shall not finalize the decision to contract/subcontract such work until after it has afforded the Union the opportunity to meet as provided above and considered all timely Union proposals before a decision is finalized.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific, written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the state of Oregon, including the Custodians' Civil Service Law, ORS 242.310-640 & 242.990 ("CCSL").

## 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.

## ~~ARTICLE 9~~
## ~~FAIR SHARE~~

~~A. All employees in the bargaining unit who are not members of the Union shall make fair share payments in lieu of dues to the Union. Such payment toward the cost of collective bargaining and contract administration shall not exceed the usual and customary monthly dues. Fair share deductions shall be made in the first full month of employment.~~

~~B. Bargaining unit members who exercise their right of non-association, only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Union and such payments shall be remitted to that charity by the employee in accordance with ORS 243.666. At the time of payment, notice of such payment shall simultaneously be sent to the District and the Union by the employee.~~

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

~~Employer~~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 ~~Employer upon request~~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

~~D.~~E. The Union will submit ~~a~~an electronic file containing new authorizations or changes in authorizations for employee Union deductions to the ~~Employer~~District by the fifteenth (15th) day of each month. New or changed payroll deductions received by the fifteenth (15th) will be effective for the month during which they were submitted.

~~E. All monies deducted pursuant to the Article will be remitted to the Union within ten (10) days after the deductions are made by the Employer. The Employer will also provide, in electronic format, a list that includes employee name, home address, personal telephone number, work email address, personal email (if available), hourly wage rates, dues or in-lieu-of dues payments, any special voluntary payroll deductions, work location, employee ID number, date of hire, classification, and Union membership status. The Employer will also provide a list of newly hired employees and employees who have separated from employment during the previous month and the date of separation. The Employer will not be required to remit or pay any sums under this Article other than the amount of the actual deductions from wages earned.~~

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. ~~In the event any such liability or expense is incurred, the District may withhold the amount thereof from any remittances which the District is to make to the Union under provisions of this Agreement; but this provision for withholding remittances shall not be the exclusive remedy of the District.~~

## ARTICLE ~~10~~9
## ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. No prior oral or written past practices, agreements, procedures, traditions, and rules or regulations shall continue or be controlling. The Union, for the life of this Agreement, voluntarily and unqualifiedly waives its right and agrees that the District shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any

subject or matter which was or might have been raised in bargaining but which is not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the Union at the time that it negotiated or signed this Agreement.

Any changes to this Agreement are subject to the written approval of the Union and the District.

**ARTICLE ~~11~~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 discuss the grievance with his or her immediate supervisor outside the bargaining unit prior to submitting a written grievance. If the grievance remains unresolved, the grievance shall be submitted in writing to the affected employee's immediate supervisor outside the bargaining unit within thirty (30) calendar days of when the employee knew or reasonably should have known of the alleged violation. A 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 supervisor shall respond, in writing, within fourteen (14) calendar days following the date 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, it may be appealed within fourteen (14) calendar days of the due date of the response at Step 2 to the Director of 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 shall be completed within thirty (30) days, include a meeting and be deemed a hearing under ORS 332.544. The Director of Human Resources (or designee) shall respond, in writing, to the Union within seven (7) 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) 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. An employee may not 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 judgment for that of either the District or the Union.

SECTION 3 – General Procedures

1. The grievant must be present at Step 1 and may be present at all other steps. In processing the grievance, the grievant may:

    a. Represent himself/herself as described in Step 1 of this grievance procedure, or

    b. Be represented by 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.

## ARTICLE ~~12~~11
## DISCIPLINE, DEMOTION AND DISCHARGE

A. No employee shall be disciplined without just cause. Discipline shall include written reprimands (excluding evaluations) placed in the employee's personnel file, suspension without pay, demotion or discharge. A written reprimand shall be stated as such and becomes part of the employee's personnel file. An evaluation or matters related thereto involving comments regarding the employee's performance do not constitute a reprimand.

B. The District agrees to follow progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior that precipitates said action. The nature and seriousness of the offense shall determine at which level progressive discipline is initiated.

C. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing. If the District issues a written discipline, then the discipline will contain the following notice: "Employees who wish to challenge this discipline must contact SEIU Local 503 no later than thirty (30) calendar days from the date of issuance of this discipline."

D. If a complaint based on an allegation brought by a community member or non-supervisory third-party is used to support disciplinary action, the supervisor shall cause the complaint to be reduced to writing and placed in the personnel file. Subject to the district's legal obligations and restrictions, the names of the complainant shall be disclosed if the employee so requests.

E. An employee shall have the right to request and have a Union representative present at any meeting that the employee reasonably believes may result in his/her discipline. Prior to such a meeting, the employee will be notified of its purpose and afforded an opportunity to consult with his/her representative. The right of representation will not exist when the meeting relates solely to evaluation of the employee's work performance.

F. In the event that an employee is scheduled for a disciplinary conference, the District shall give a minimum of twenty-four (24) hours' notice to the employee of such conference, unless the matter is one of unusual urgency.

G. The probationary period for newly hired employees will be one (1) calendar year. Periodic written evaluations will be done on each probationary employee. Termination of probationary employees shall not be subject to appeal except as provided by statute.

H. Training coursework test results shall not be grounds for discipline.

## ARTICLE ~~13~~12
## NONDISCRIMINATION

In administering the terms and conditions of this Agreement, the parties agree to comply with applicable State and/or Federal Statutes and/or regulations regarding nondiscrimination, i.e., on the basis of age, gender or gender identity, religion, race, color, national origin, mental or physical disability, marital status, sexual orientation, veteran status, union, or political activity and association or other category protected by Federal, State or Municipal law. It is the

expressed intent of the Union, in executing this Agreement, that the Board and its designees shall retain sole control and direction over the District's compliance with such laws and/or regulations and that this Article shall in no way be interpreted as affecting the application thereof. The Union and the District shall cooperate in making reasonable accommodations to the disabilities of bargaining unit personnel. The Union shall use its best efforts to direct employees complaining of such discrimination to appropriate District administrative processes. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provisions of the Oregon Fair Employment Practices Law.

**ARTICLE ~~14~~13**
**PERSONNEL FILE**

A. Each employee shall have the right, upon request, to review the contents of his/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 him/her in this review and/or (2) be authorized by the employee in writing to review the file~~. An employee may request that reprimands (excluding evaluations) be removed from his/her file after two (2) years, provided that no subsequent such entries of the same nature have been made into that file.~~ and/or obtain a complete unredacted copy of the personnel file.

C. The District shall provide an employee with a copy of any materials placed in his/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. Anonymous materials shall not be placed in the personnel file.

E. The employee may request materials which he/she feels pertinent to his/her professional career, performance and qualifications be placed in his/her personnel file.

F. 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. 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.

**ARTICLE ~~15~~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~~, the affected employees, and discussed in the~~ 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~~**NUTRITION SERVICES** Labor Management Committee meeting. CUSTODIANS The discussion will occur with the Union's Custodians' Civil Service Board Committee~~.

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, 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 personnel file.

C. The District will continue its practice of annual employee evaluations on regular 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.

D. Employee evaluations are not grievable.

## ARTICLE ~~16~~15
## OVERTIME AND CALL BACK

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. An employee scheduled to work on 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 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 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 ~~22~~21) shall receive holiday pay plus 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 ~~16A~~15A.2. and ~~16B~~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.

## ARTICLE ~~17~~16
## LUNCH AND REST PERIODS

A. Employees (excluding head custodians) working five (5) or more hours per day shall be entitled to a minimum of one-half (1/2) hour duty-free lunch period without pay. Employees who are required to work during this time shall be compensated for such time worked unless the interruption is the result of employees choosing to take their lunch periods together.

B. Custodian In-service Training Days – Head Custodians will receive a minimum of one-half (1/2) hour duty-free lunch period without pay instead of an on-duty lunch when the In-Service Training is five (5) hours or more and the Head Custodian has been relieved of duties at their assigned school during the training.

C. Employees shall receive a fifteen (15) minute rest period during each four (4) hours of work not to exceed two (2) such breaks during a regular eight (8) hour day, unless unusual circumstances prevent the taking of a particular break.

## ARTICLE ~~18~~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; however, any abuses may be subject to the provisions of Article ~~12~~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.

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 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 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 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 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 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

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, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters of the employee, domestic partner 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 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

An employee's absence from work because of quarantine 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 during such a period as a result of the quarantine; provided, however, that such quarantine is declared solely for the purpose of preventing the spread of a communicable disease to others.

3. Funeral Leave

a. An employee shall be permitted an absence of up to one (1) day to attend the funeral of a relative or friend. When, in his/her opinion circumstances demand it, the Supervisor shall authorize two (2) days' leave to attend the funeral of a relative.
b. An employee shall be permitted five (5) consecutive days off with pay due to the death of a spouse, domestic partner, parent or child. An employee shall be permitted three (3) consecutive days off with pay due to the death of a grandparent, grandchild, mother-in-law, father-in-law, brother, sister, or other person living in the home of the employee provided the employee was responsible for the care of such person. Following an absence under this section of three (3) or five (5) days and upon request, an employee shall be permitted two (2) additional days of leave at two-thirds (2/3) of his/her scheduled salary. In the event of death during the employee's vacation time, the employee shall be entitled to the funeral leave provided by this Section in lieu of vacation time.

4. Emergency/Personal Business Leave

Employees shall be entitled up to three (3) days' leave per work year without loss of pay under the following circumstances:

a. Emergency Leave - In the case of unanticipated circumstances beyond the employee's control and for which prior planning cannot be made; or

b. Personal Business - For attending to matters which cannot be scheduled outside the employee's work hours and for which the personal attention of the employee is required. In such cases, a request indicating the reason for the leave must be made to the responsible administrator at least twenty-four (24) hours in advance. Such leaves shall not be used for recreation, other employment, union or political activities, or to extend other leave categories as provided by this Agreement.

5. Mandatory Court Appearances

a. An employee subpoenaed to appear as a court witness shall be excused from 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 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 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 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.

   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 his/her classification provided s/he was continuously employed for at least one-half (1/2) of his/her designated work year immediately prior to beginning the leave.

**ARTICLE ~~19~~18**
**INSURANCE**

A. ~~HEALTH~~ 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.

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

For the remainder of the current benefit year (Oct. 1, 2019–Sept 30, 2020), the District will continue to provide the existing medical, dental, and vision benefits. Employees will continue to pay the established employee's share during this time period.

~~A.~~B. INSURANCE COMMITTEE

~~A. The District shall contribute a maximum of one thousand three hundred fifty-five dollars ($1,355.00) per month (or actual cost of insurance, whichever is less) toward the cost of health insurance benefits for full-time eligible employees, their eligible dependents and domestic partners. Full-time employees are those who regularly work thirty (30) hours or more per week. The District will make no such contributions for employees working less than thirty (30) hours per week.~~

1. ~~An employee is eligible~~ 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.

~~B.~~ Within two weeks of receiving the rates for the ~~District insurance contribution on the first day of the month~~ following ~~completion of sixty (60) consecutive days of employment of at least thirty (30) hours per week.~~

2. 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 ~~shall~~will select the insurance plan(s) and carrier(s) to ~~be provided~~offer, but will make reasonable efforts to maintain benefits that are substantially similar to those offered the ~~parties shall meet prior to discuss OEBB plans, prior structure~~previous year.

C. Effective October 1, 2020, the District will contribute the full actual cost of employee medical, dental, and vision premiums~~, without~~ for eligible employees who elect coverage with a ~~formal contract reopening~~monthly premium cost less than $1,200. Eligible employees who elect 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.

~~3.~~D. The District will announce the employee contribution for each plan during open enrollment. The employee contribution will not change during the benefit year.

~~B.~~E. 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 ~~21~~20 - Reduction Of Staff.

~~C.~~F. 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.

## ARTICLE ~~20~~19
## SAFETY

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 ~~policy 5.10.110 P~~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.

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.

## ARTICLE ~~21~~20
## REDUCTION OF STAFF

DEFINITIONS

For clarity purposes, the following definitions shall apply:

A. "Department" — For purposes of this procedure the parties shall recognize two (2) departments:

1. Nutrition Services;

2. Custodians

B. "Vacancy" — An unoccupied position/job that the District has decided to fill.

C. "Seniority" — Length of an employee's continuous employment with the District from that employee's most recent date of hire

D. "Bump" — The act of a senior employee displacing an employee with less seniority.

E. "Layoff" — An employee is considered to have been laid off when he/she is no longer actually working any hours for the District as a result of the reduction of the work force.

F. "Voluntary Lay Off" — An employee who would otherwise have not been laid off may opt to be voluntarily laid off.

G. “Recall rights” — Except as otherwise noted herein, laid off employees shall retain recall rights for a period of twenty-four (24) calendar months from the date of layoff. Employees who have exercised a voluntary lay off shall be deemed to have quit and shall relinquish all recall rights.

GENERAL PROVISIONS

A. In the event staff reductions become necessary, the District will lay off personnel in the inverse order of seniority by classification. The Union shall be provided the opportunity to consult with the District when the necessity of such reductions is determined. Two (2) weeks’ written notice of layoff shall be given to each employee to be laid off under the provisions of this Article. Persons given such notice may not exercise the paid leave provisions of Article ~~18~~17 - Leaves, except for sick leave when supported by a doctor’s statement, funeral leave in case of immediate family, quarantine, mandatory court appearances or jury duty.

B. An employee whose position is eliminated, but retains his/her employment due to his/her seniority, and who rejects an assignment of equal wage rate and classification shall be deemed to have resigned and forfeit all rights under this Article.

REDUCTION IN FORCE PROCEDURE

A. The District will terminate all temporary employees replacing regular employees on leaves of absence prior to laying off any regular employee.

B. Unassigned employees will be allowed, on the basis of seniority, in the following order, to:

1. Fill a vacant position in the same classification. If such vacancy does not exist, the employee may:

2. Bump the least senior employee in the same classification. If there is no one with less seniority in the same classification in the department, the employee may:

3. Bump the least senior employee in the next lowest classification. If there is no one with less seniority in a lower classification in the department, the employee may:

4. Request a voluntary lay-off.

5. Employee will move to layoff status.

C. The parties specifically recognize that an employee affected by the “bumping” process is not the less senior; rather, it is the least senior employee.

D. An employee who moves to a new position must be able to perform the duties of that position in a satisfactory manner within a two (2) week trial period. If the District disqualifies the employee he/she shall retain the right to bump one (1) more time. If an employee self-disqualifies he/she shall move to layoff status.

E. Civil Service Custodian: A Civil Service Custodian who bumps into a lower Civil Service classification shall retain his or her previous rate until a position in the original classification is offered. A Civil Service custodian bumped into a Non-Civil Service position will be paid at the next lower wage rate in the lower wage range.

RECALL FROM LAYOFF

A. An employee who is laid off shall be recalled by the District based upon seniority within the classification from which s/he was laid off.

B. Employees laid off shall retain such right of recall for a period of twenty-four (24) calendar months from the date of layoff. Employees recalled by the District shall be reinstated with seniority rights accumulated as of the date of their layoff. Any employee recalled by the District who rejects such an assignment shall be deemed to have quit and shall relinquish all recall rights provided in this Article and Agreement.

C. Civil Service Custodians: A Civil Service Custodian laid off or bumped into a lower classification, including a non-civil service classification, shall retain such right of recall and shall be placed on the eligible list of the civil service board and be appointed (without interview) according to seniority as provided by the Custodians' Civil Service Law, ORS 242.310-640 & 242.990 ("CCSL"). Employees recalled by the District shall be reinstated with seniority rights accumulated as of the date of their layoff. Any employee recalled by the District who rejects such an assignment shall be deemed to have quit and shall relinquish all recall rights provided in this Article and Agreement unless the rejection is due to a reduction of hours by at least one (1) hour per day.

D. An employee who is laid off and recalled by the District into an assignment with reduced hours of at least one (1) hour per day, may reject the assignment, and retain all recall rights provided in this Article and Agreement.

VOLUNTARY LAYOFF

A. Rather than accept a move to another position, an employee may opt to be voluntarily laid off. The District agrees it will not protest the unemployment compensation claim of any employee who chooses to be voluntarily laid off. These employees shall be deemed to have quit and shall relinquish all recall rights.

## ARTICLE ~~22~~21
## VACATIONS AND HOLIDAYS

A. Full-time employees who are employed on a twelve (12) month basis shall receive vacation with pay as follows:

| Years of Service | Monthly Accrual | Annual Accrual |
|---|---|---|
| 1- 5 years of service | 6.7 hours | 10 days |
| 6 " | 7.4 " | 11 " |

| | | | | | |
|---|---|---|---|---|---|
| 7 | " | 8.0 | " | 12 | " |
| 8 | " | 8.7 | " | 13 | " |
| 9 | " | 9.4 | " | 14 | " |
| 10 | " | 10.0 | " | 15 | " |
| 11 | " | 10.7 | " | 16 | " |
| 12 | " | 11.4 | " | 17 | " |
| 13 | " | 12.0 | " | 18 | " |
| 14 | " | 12.7 | " | 19 | " |
| 15 | " | 13.4 | " | 20 | " |
| 16 | " | 14.0 | " | 21 | " |
| 17 | " | 14.7 | " | 22 | (max.) |

Employees shall accumulate vacation credits at the appropriate above monthly accrual rate following completion of each month worked. For employees with dates of hire after the first working day of a month, accrual shall begin (and/or be increased to the next step) the following month. For the purpose of this Article "month worked" shall mean on-the-job time, vacation time and authorized paid leave. Employees may carry over from one (1) fiscal year to the next the equivalent of two (2) year's vacation accrual.

For both full-time and part-time employees, vacations must be scheduled through an employee's supervisor. A supervisor may require that vacations be scheduled at a time least disruptive to the department to which the employee is assigned.

An employee who occupies a position having a work year of less than twelve (12) months and who transfers to a twelve (12) month assignment may count the time employed in the previous assignment as qualifying for vacation allowance. The basis for this allowance shall be the number of days worked in the previous position divided by a 21.75-day calendar month. This will be converted to years of service and the employee shall commence to accrue vacation credits at the monthly rate shown above.

Part-time employees. Part-time employees earn vacation time if they are in assignments designated by the District to be a twelve (12) month assignment. The maximum accrual rate is 6.7 hours per month prorated according to the employee's normal work schedule. The proration is determined by comparing the part-time employee's normal work schedule to the normal full-time work schedule. Vacation is not earned in any year that the employee is absent from work due to unpaid leave or voluntary furlough or voluntary layoff (for example, during holiday vacation periods). Extra hours worked during periods schools are in recess shall not count towards vacation accrual. For employees in positions that are designated as twelve (12) month positions, accrual shall commence the beginning of the month, provided the employee was in the assignment for at least half of the preceding month. A part-time employee who transfers to an assignment of less than twelve (12) months or who terminates employment shall be given vacation time off work prior to the transfer or termination or be paid for any accrued vacation. The District has no obligation to continue any part-time twelve (12) month assignment and there is no implied right to any part-time employee to be placed in a twelve (12) month assignment.

B. HOLIDAYS

1. Regularly employed 170-190-200-210 day employees shall receive the following paid holidays:

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

2. 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.

3. 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.

4. Employees who are members of a religious faith may use the leave provisions of Article ~~18B~~17B.4.B - Personal Business Leave for participation in religious observances when such participation during the workday is required by that faith.

## ARTICLE ~~23~~22
## COMPENSATION

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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. 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 business leave, or leave without pay.

2. Nutrition Services – In the event the District closes school for inclement weather 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.

G. 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.

**ARTICLE ~~24~~23**
**NUTRITION SERVICES**
**EXTRA WORK**

A. EXTRA WORK

Definitions:

For clarity purposes, the following definitions shall apply:

**"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.

    c. If there are limited volunteers, the work will be assigned to substitute employees.

2. Nutrition Services employees whose "regularly scheduled work day" was cancelled or hours greatly reduced due to "limited available work" 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 Substitute Placement Manager 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 will make assignments with consideration given to employee classification, 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 ~~25~~24
## TRANSFERS AND VACANCIES

### Nutrition Services Employees
### Custodians See "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.

B. 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.~~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.

~~C.~~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 ~~transfers and~~ vacancies.

**ARTICLE ~~26~~25**
**DURATION**

A. Except as may otherwise be provided for in this Article, this Agreement shall become effective ~~as of July 1, 2017~~upon ratification and shall continue in effect through 11:59 PM on June 30, ~~2019~~2022.

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. Wages

~~Effective July 1, 2017, wages for classifications in Appendix A will increase by three percent (3%).~~

~~Effective July 1, 2018, wages for the classifications in Appendix A will increase by two percent (2%).~~

Effective July 1, 2019, 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. The Nutrition Services Lead classification, the High School Lead classification, and the Roving Lead classification will be combined into a single classification on the wage table. Any employee employed in the High School Lead classification will receive a one-time, lump sum ratification bonus of one thousand dollars ($1,000.00).

### Nutrition Services Wage Table

| ~~GROUP~~Classification | ~~CLASSIFICATION~~July 1, 2019 | ~~7/~~July 1~~/2017 (+3.0%)~~, 2020 | ~~7/~~July 1~~/2018 (+2.0%)~~, 2021 |
|---|---|---|---|
| ~~Group A~~Nutrition Services Assistant | ~~Nutrition Service Assistant~~$13.13 | $~~12.21~~13.78 | $~~12.45~~14.40 |
| ~~Group B~~ | ~~Nutrition Service Lead~~ | ~~$16.14~~ | ~~$16.46~~ |
| | ~~Summer Monitor~~ | ~~$16.14~~ | ~~$16.46~~ |
| Nutrition Services Lead* | ~~Nutrition Service High School Lead~~$18.05 | $~~17.70~~18.75 | $~~18.05~~19.70 |
| Summer Monitor | ~~Nutrition Service Roving Lead~~$17.13 | $17.~~70~~79 | $18.~~05~~34 |

*NS Lead in a Roving position will receive a fifty-cents-per-hour ($0.50/hr) premium for all hours worked in the position.

B. ~~Longevity~~LONGEVITY

~~An employee who has spent~~Employees will receive longevity pay as a percentage of their base pay based on years of service:

After five (5) ~~work~~ years ~~in a classification~~, the longevity shall ~~receive:~~

- be three percent (3%) ~~of his/her base pay as longevity,~~ or
- after ten (10) years, the longevity shall be five percent (5%), or
- after fifteen (15) years, the longevity shall be seven percent (7%), or
- after twenty (20) years, the longevity shall be nine percent (9~~%).~~ %), or
- after twenty-five (25) years, the longevity shall be eleven percent (11%), or
- 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.

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 ~~inservice~~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. Work Year~~
C. 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. Summer Program Work~~
D. 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 ~~Group B~~ 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 July 4 shall receive holiday pay for Independence Day.

~~E. Premium Pay~~
E. PREMIUM PAY

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.

Persons holding School Nutrition Association certification of Level I or higher on July 1, 2017 shall receive additional compensation of sixteen cents ($.16) per hour through the duration of this agreement.

F. ~~Training~~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.

## APPENDIX B

## ~~SALARY SCHEDULE FOR~~ CUSTODIANS

~~**Effective July 1, 2017(3% increase)**~~

**Effective 7/1/2019**

| **Position / Step:** | ~~STEP~~ **Step 1** | ~~STEP~~ **Step 2** | ~~STEP~~ **Step 3** | ~~STEP~~ **Step 4** | ~~STEP~~ **Step 5** | ~~STEP~~ **Step 6** | ~~STEP~~ **Step 7** | ~~STEP~~ **Step 8** | ~~STEP~~ **Step 9** | ~~STEP~~ **Step 10** |
|---|---|---|---|---|---|---|---|---|---|---|
| Head Custodian D | $20.90 | $21.43 | $21.98 | $22.54 | $23.12 | $23.73 | $24.32 | $24.95 | $25.58 | $26.22 |
| Head Custodian ~~D~~C | $~~19.47~~18.99 | $19.~~98~~48 | $~~20.49~~19.98 | $~~21.01~~20.49 | $21.~~55~~01 | $~~22.10~~21.56 | $22.~~67~~10 | $~~23.26~~22.67 | $23.~~84~~24 | $~~24.46~~23.83 |
| Head Custodian ~~C~~B | $17.~~70~~24 | $~~18.16~~17.67 | $18.~~62~~14 | $~~19.10~~18.59 | $19.~~59~~15 | $~~20.09~~19.64 | $20.~~60~~15 | $~~21.14~~20.66 | $21.~~67~~18 | $~~22.23~~21.71 |
| Head Custodian ~~B~~A | $16.~~07~~49 | $16.~~48~~90 | $~~16.90~~17.34 | $17.~~32~~78 | $~~17.78~~18.28 | $18.~~23~~75 | $~~18.77~~19.22 | $19.~~25~~71 | $~~19.75~~20.20 | $20.~~25~~71 |
| High School Lead | $16.49 | $16.90 | $17.34 | $17.78 | $18.28 | $18.75 | $19.22 | $19.71 | $20.20 | $20.71 |
| Custodian | $~~14.66~~15.73 | $~~15.04~~16.13 | $~~15.42~~16.54 | $~~15.81~~16.97 | $~~16.22~~17.40 | $~~16.64~~17.85 | $~~17.06~~18.29 | $~~17.50~~18.75 | $~~17.93~~19.22 | $~~18.38~~19.71 |

**Effective 7/1/2020**

| **Position / Step:** | **Step 1** | **Step 2** | **Step 3** | **Step 4** | **Step 5** | **Step 6** | **Step 7** | **Step 8** | **Step 9** | **Step 10** |
|---|---|---|---|---|---|---|---|---|---|---|
| Head Custodian D | $21.53 | $22.08 | $22.64 | $23.22 | $23.82 | $24.45 | $25.05 | $25.70 | $26.35 | $27.01 |
| Head Custodian C | $19.56 | $20.07 | $20.58 | $21.11 | $21.65 | $22.21 | $22.77 | $23.36 | $23.94 | $24.55 |
| Head Custodian B | $17.76 | $18.21 | $18.69 | $19.15 | $19.73 | $20.23 | $20.76 | $21.28 | $21.82 | $22.37 |
| Head Custodian A | $16.98 | $17.41 | $17.87 | $18.32 | $18.83 | $19.31 | $19.80 | $20.30 | $20.81 | $21.34 |
| High School Lead | $16.98 | $17.41 | $17.87 | $18.32 | $18.83 | $19.31 | $19.80 | $20.30 | $20.81 | $21.34 |
| Custodian | $16.21 | $16.62 | $17.04 | $17.48 | $17.93 | $18.39 | $18.84 | $19.32 | $19.80 | $20.31 |

**Effective 7/1/2021**

| **Position / Step:** | **Step 1** | **Step 2** | **Step 3** | **Step 4** | **Step 5** | **Step 6** | **Step 7** | **Step 8** | **Step 9** | **Step 10** |
|---|---|---|---|---|---|---|---|---|---|---|
| Head Custodian D | $22.18 | $22.75 | $23.32 | $23.92 | $24.54 | $25.19 | $25.81 | $26.48 | $27.15 | $27.83 |
| Head Custodian C | $20.15 | $20.68 | $21.20 | $21.75 | $22.30 | $22.88 | $23.46 | $24.07 | $24.66 | $25.29 |
| ~~Part Time~~Head Custodian B | $~~12.33~~18.30 | $18.76 | $19.26 | $19.73 | $20.33 | $20.84 | $21.39 | $21.92 | $22.48 | $23.05 |
| Head Custodian A | $17.49 | $17.94 | $18.41 | $18.87 | $19.40 | $19.89 | $20.40 | $20.91 | $21.44 | $21.99 |
| High School Lead | $17.49 | $17.94 | $18.41 | $18.87 | $19.40 | $19.89 | $20.40 | $20.91 | $21.44 | $21.99 |
| Custodian | $16.70 | $17.12 | $17.56 | $18.01 | $18.47 | $18.95 | $19.41 | $19.90 | $20.40 | $20.92 |

**Effective July 1, 2018 (2% increase)**

| Position: | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| Head Custodian D | $19.86 | $20.38 | $20.90 | $21.43 | $21.98 | $22.54 | $23.12 | $23.73 | $24.32 | $24.95 |
| Head Custodian C | $18.05 | $18.52 | $18.99 | $19.48 | $19.98 | $20.49 | $21.01 | $21.56 | $22.10 | $22.67 |
| Head Custodian B | $16.39 | $16.81 | $17.24 | $17.67 | $18.14 | $18.59 | $19.15 | $19.64 | $20.15 | $20.66 |
| Custodian | 14.95 | $15.34 | $15.73 | $16.13 | $16.54 | $19.97 | $17.40 | $17.85 | $18.29 | $18.75 |
| Part Time | $12.58 | | | | | | | | | |

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

1. ~~Effective July 1, 2017, custodians will be mapped to the steps that equals their current rate of pay to align all classifications with the 10-step wage scale (For example: a custodian at~~ Effective July 1, 2019, the wage rate for each step and classification will be as provided in the Salary Schedule for Custodians. Employees who have not reached the top step will advance one step on the Salary Schedule.

2. Effective July 1, 2020, the wage rate for each step and classification will be increased by three percent (3%). Employees who have not reached the top stop will advance one step on the Salary Schedule.

~~1. Step 3 ($14.23) will be moved to Step 1 ($14.23) of the salary schedule, a custodian at Step 4 ($14.60) will be moved to Step 2 ($14.60) of the salary schedule, etc.~~

~~2.~~3. Effective July 1, ~~2017~~2021, the wage rate for each step and classification will be increased by three percent (3%). Employees who have not reached the top step will advance one step on the Salary Schedule.

~~3. Effective July 1, 2018, the wage rate for each step will be increased by two percent (2%).~~

4. Employees whose salaries are ~~outside of~~above the ~~steps~~top step will be frozen at their wage rate for the life of the agreement.

5. Any employee who is promoted will move to the next highest pay in the new range that results in a minimum of a 2.5% increase.

~~A. Shifts and Workweek~~
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~~

B. 1.During the regular school year and at schools having a year-round school program, aSPECIAL 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 (21st) workday.

2.

a. A custodian in charge of the sanding and sealing crewEmployees required to travel from one school or the floor and carpet crew shall receive an additional six dollars ($6.00) per day.

b.a. Relief crewadministrative building to another will receive an additional twothree dollars and fifty cents ($2.50($3.00) per day for transportation and an additional two dollars and fifty cents ($2.0050) for each subsequent trip per day.

c.b. Custodians assigned responsibility for lock up at a high school shall receive an additional two dollars ($2.00) per day.

d.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.

e.d. A Head Custodian C that is regularly assigned to the Night Shift shall receive an additional one dollar ($1.00) per hourMobile Head Custodian assignment will be paid the Head Custodian C rate at the step that is at least two and a half percent (2.5%) 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:

~~B~~A building = less than ~~77,500~~45,000 sq. ft.~~ regardless of enrollment~~
B building = 45,000 - 74,999 sq. ft. or 500-600 students
C building = ~~77,500~~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:

| SCHOOL BA BUILDINGS | SCHOOL B BUILDINGS (Cont.) | SCHOOL C BUILDINGS | C BUILDING CONT. | SCHOOL D BUILDINGS |
|---|---|---|---|---|
| Applegate* | Abernethy | Ainsworth* | Sellwood | Benson High School |
| Chief Joseph* | Astor | Alameda | Sunnyside* | BESC |
| Clarendon* | Atkinson | Arleta* | Tubman | Cleveland High School |
| Columbia* | Bridger | Beach | Vernon* | Franklin High School |
| East Sylvan* | Bridlemile | Beaumont | Vestal* | Grant High School |
| ~~Abernethy~~ | ~~Laurelhurst~~ | ~~Alameda~~ | West Sylvan | ~~Benson High School~~ |
| ~~Ainsworth~~ | ~~Lee~~ | ~~Beach~~ | | ~~BESC~~ |
| ~~Applegate~~ | ~~Lent~~ | ~~Beaumont~~ Middle School | | ~~Cleveland High School~~ |
| ~~Arleta~~ | Capital Hill~~Lewis~~ | ~~Beverly Cleary~~ | | ~~Franklin High School~~ |
| ~~Astor~~ | ~~Llewellyn~~ | ~~Fernwood~~ Site | | ~~Grant High School~~ |
| ~~Atkinson~~ | ~~Maplewood~~ | Boise-Eliot | | Jackson Middle School |
| ~~Bridger~~ | ~~Marysville~~ | ~~Buckman~~ | | ~~Jefferson High School~~ |
| ~~Bridlemile~~ | ~~Meek~~ | ~~Cesar Chavez~~ | | ~~Lincoln High School~~ |
| ~~Capitol Hill~~ | ~~MLC~~ | ~~Creston~~ | | ~~Madison High School~~ |
| ~~Chapman~~ | ~~Ockley Green~~ | ~~DaVinci~~ | | ~~Marshall High School~~ |
| ~~Chief Joseph~~ | ~~Peninsula~~ | ~~Faubion~~ | | ~~Roosevelt High School~~ |
| ~~Clark~~ | ~~Ramona~~ | ~~George~~ Middle School | | ~~Wilson High School~~ |
| ~~Columbia~~ | ~~Richmond~~ | ~~Harrison Park~~ | | |
| ~~Duniway~~ | ~~Rieke~~ | ~~Kelly~~ | | |
| ~~East Sylvan~~ | ~~Rigler~~ | ~~King~~ | | |
| ~~Forest Park~~ | ~~Rosa Parks~~ | ~~Lane~~ Middle School | | |
| ~~Glencoe~~ | ~~Sabin~~ | ~~Markham~~ | | |
| ~~Gray Middle School~~ | ~~Sacajawea/ECE~~ | ~~Mt. Tabor~~ Middle School | | |
| ~~Grout~~ | ~~Scott~~ | ~~Roseway Heights~~ | | |
| ~~Hayhurst~~ | ~~Skyline~~ | ~~Sellwood~~ Middle School | | |
| Hollyrood | ~~Stephenson~~ | ~~Tubman~~ | | |
| ~~Hosford Middle School~~ | ~~Sunnyside~~ | ~~West Sylvan~~ Middle School | | |
| ~~Humboldt~~ | ~~Vernon~~ | ~~Youngson~~ | | |
| ~~*Irvington~~ | ~~Vestal~~ | | | |
| ~~James John~~ | ~~Whitman~~ | | | |
| | ~~Winterhaven~~ | | | |
| | ~~Woodlawn~~ | | | |
| | ~~Woodmere~~ | | | |
| | ~~Woodstock~~ | | | |
| Humboldt* | Creative Science | Buckman | Woodlawn* | Jefferson High School |
| Maplewood* | Forest Park | Chapman* | Youngson | Lincoln High School |
| Meek* | Glencoe | Cesar Chavez | | Madison High School |
| Rieke* | Hayhurst | Creston | | Marshall High School |
| Sacajawea* | Irvington | DaVinci | | Roosevelt High School |
| Stephenson* | James John | Duniway* | | Wilson High School |
| Wilcox/Rice* | Kenton | Faubion | | |
| | Lee | Fernwood | | |
| | Lewis | George | | |
| | Marysville | Gray* | | |
| | MLC | Grout* | | |
| | Ockley Green | Harrison Park | | |
| | Peninsula | Hosford* | | |
| | Rosa Parks | Kellogg | | |
| | Rose City Park | Kelly | | |
| | Sabin | King | | |
| | Scott | Lane | | |
| | Sitton | Laurelhurst* | | |

Inserted Cells

Inserted Cells

Skyline
Whitman
Winterhaven
Woodmere
Woodstock

Lent*
Llewellyn*
Markham
Mt. Tabor
Richmond*
Rigler*
Roseway Heights

*Denotes Building Reclassification

## 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.

SIGNATURE PAGE

For SEIU Local 503:

~~FOR SEIU LOCAL 503, OPEU~~

~~James Dean~~

~~Leslie Phillips~~

~~Tim Curtin~~
Adam Napier

Barbara ~~Woods~~Bains

~~Phyllis Dean~~

~~Sekoynia Wright~~

~~Bob Rosingana~~
Craig Gintz

Barbie Dice-E-Fraguadas

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~~Mike Bray~~
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Melissa Unger
Executive Director, SEIU ~~Local~~ 503~~, OPEU~~

Evan Paster
Bargaining Organizer, SEIU ~~Local~~ 503~~, OPEU~~

~~FOR THE SCHOOL DISTRICT~~

~~**Guadalupe Guerrero**~~
~~Superintendent~~

~~**Kylie Rodgers**~~
~~Chief Human Resources Officer~~

~~**Laird Cusack**~~
~~Senior Director Employee-Labor Relations~~

For the District:

Guadalupe Guerrero, Superintendent

Carol Hawkins, Sr. Director – ELR

Dan Jung
Chief Operations Officer

Roshni Sabedra, Sr. Manager – ELR

Whitney Ellersick, Sr. Director – Nutrition Services

Frank Leavitt Sr. Manager – Facilities & Operations