

AGREEMENT



BETWEEN

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

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 503**



2005-2007

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

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 503, OPEU, AFL-CIO, CLC (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 school cafeteria, central kitchen, 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, volunteers and student workers.

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, not to exceed six (6) consecutive months.
- B. Temporary employees are entitled to all benefits of this Agreement except the benefits provided by Articles 18.A.5, B.1, 2, 3 and 4, 21 and 22.A of this Agreement.
- C. Temporary employees will, upon re-employment, be given credit for previous time worked as a temporary unless their period of termination is six (6) months or more.

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 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 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.

- 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 and provide sufficient copies to the Union for distribution to all employees covered by the Agreement within a reasonable period of time following ratification. The District shall provide a copy to all new employees.
- 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, 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 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.
- C. The District shall provide the Union with a current list of the employees covered by this agreement along with the following information for each:
 - 1. Employee Name
 - 2. Last Known Address
 - 3. Last Known Telephone Number
 - 4. Employee ID Number
 - 5. Date of Hire
 - 6. Classification
 - 7. Work Location
 - 8. Member/Fair Share Status
 - 9. Amount of Dues/Fair Share Fees Being Remitted For The Month
 - 10. Amount of Voluntary Political Action Contributions Being Remitted For The Month

The District agrees to provide this information to the Union each month in electronic format. The Union agrees that it will indemnify, defend and save

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 and compliance with this Article or any provision thereof.

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.

- 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. 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.
- 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 posted or provided to the Union. The parties further agree that the work rules will not contain specific disciplinary sanctions for violations of the rules.
- 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. For the purposes of reviewing labor hour allocations, the Union shall meet twice a year (approximately October 15 and February 15) with the Director of Nutrition Services. General and specific concerns regarding labor allocations shall be addressed during these meetings. 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 Director. The decision of the Director regarding labor hour allocations shall be final.
- L. Should the District wish to change or add a job classification, it shall first meet with representatives of the Union for the purpose of determining the salary range.
- M. The Union shall appoint three (3) Nutrition Services employees as part of a Labor Management Committee to meet with the Director and/or designees for the purpose of discussing issues of concern regarding training and efficiency of operations. Employees so appointed by the Union shall consist of one (1) Food Service Assistant, one (1) Lead Person and one (1) Manager.

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;
- 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 qualifications of employees;
- H. 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;

- I. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
- J. Determine the financial policies, including all accounting and payroll processes and procedures and all matters pertaining to public relations;
- K. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
- L. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria;
- M. The selection and utilization of technology;
- N. 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. The District agrees that prior to contracting out or subcontracting, it will give the Union at least thirty (30) days notice and will solicit the Union's opinion.

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.

ARTICLE 8

PAYROLL

- A. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver through the Union to the District's Payroll Office an assignment authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and July 1 of any year. Pursuant to such authorization the District shall deduct the regular monthly dues from a regular salary check of the employee during each calendar month. With respect to all sums deducted by the District pursuant to said authorizations, the District agrees to remit such items within ten (10) days from the date of deduction to the Union.
- B. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make direct deposit or other appropriate remittance for the following approved deductions:

Savings Bonds

Approved Charitable Organizations

Health Insurance Premiums

Credit Union (Portland Teachers' Credit Union)

Up to two (2) different accounts with financial institutions

Fixed or Variable Tax Deferred Annuity Plans

I.R.C. Section 125 Flexible Spending Account Plan

- C. Any employee who has applied for Citizen Action for Political Education (CAPE) payroll deduction, may sign and deliver through the Union to the District's Payroll Office an assignment authorizing deduction in addition to their regular membership dues amount. The new total amount authorized to be deducted will be given in writing to the District's Payroll Office. Such authorization shall continue in effect from year to year unless revoked or changed in writing from the Union to the District Payroll Office. Pursuant to such authorization, the District shall deduct the regular monthly amount

from a regular salary check of the employees during each calendar month. With respect to all sums deducted by the District pursuant to said authorization, the District agrees to remit such sums within five (5) working days from the end of the calendar month in which the deduction was made.

- D. When employment terminates by discharge or layoff, the District will issue the employee's final wages no later than the first business day after the last scheduled day of work. When employment terminates by resignation, the District will issue the final paycheck on the next regular payday. The District will issue the final paycheck on the last scheduled day of work in the event of a resignation with at least forty-eight (48) hours notice, and when less than forty-eight (48) hours notice is given, on the earliest of the next regular payday or five (5) business days after the last day of work.

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. The amount of such deductions shall be remitted by the District to the Union within ten (10) days from the date thereof.
- 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. The Union agrees that it will indemnify, defend and save 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

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
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. A grievance shall be filed within thirty (30) calendar days of the date the grievant(s) knew, or by reasonable diligence should have known, of the alleged violation. 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. Grievances regarding discharge shall be filed at Step 3.

SECTION 2 – Grievance Process

STEP 1

The grievant, with or without union representation, shall discuss the grievance with his/her supervisor (Assistant or Associate Director in

Nutrition Services). The supervisor shall respond, in writing, within seven (7) days following the date the grievance was presented.

STEP 2

If the grievance is not settled at Step 1, within seven (7) days, the grievance shall be submitted in writing to the department head who shall promptly conduct an investigation. A grievance shall include a statement of the grievance and relevant facts, the provisions of the Agreement alleged to be violated, and the remedy requested. The Department Head shall respond in writing within fourteen (14) days after receiving the written grievance.

STEP 3

If the grievance is not resolved at Step 2, it may be appealed within seven (7) days 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 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.

STEP 4

- A. If the grievance is not resolved at Step 3, the Union shall, within fourteen (14) days, notify the District, in writing, of its intent to arbitrate and may request a list of arbitrators from the Employment Relations Board as provided below.
- B. The administrative decision regarding the grievance shall be submitted to the Superintendent for action by the Board of Education. The Board shall act on said recommendation on or before its second regular meeting following receipt of the recommendation. A copy of the Board's decision shall be furnished to the parties.

STEP 5 – Arbitration

Insofar as the Board decision at Step 4 is alleged to be a violation of a specific provision of 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 of 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 charged by the arbitrator 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
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 of the offense shall determine where progressive discipline is initiated.
- C. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing. The District will make a good faith effort to apprise employees of their rights of appeal under their contract. Failure to include this notice will not void the disciplinary action.
- D. If a complaint based on an allegation brought by a citizen 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. 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.

ARTICLE 13
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, sex, religion, race, color, national origin, mental or physical disability, marital status, political activity and association. 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
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, at the employee's request, accompany him/her in this review. An employee may request that reprimands (excluding evaluations and reprimands for misconduct) 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.
- 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

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.
- 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
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 pay in lieu thereof at management's discretion.

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) 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 in the Central Kitchen, 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.2. and 16B.2. do not apply. The District shall assign this work to employees who volunteer to work on Saturdays and Sundays.

ARTICLE 17

LUNCH AND REST PERIODS

- A. Each employee (excluding head custodians) working more than four (4) 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. 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

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. Any abuses may be subject to the provisions of Article 12 - Discipline, Demotion and Discharge. If there is a conflict between this Article and any related statutory benefit, the contract provision supersedes, unless it provides a lesser benefit than required by statute.

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. 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 of two hundred and fifty (250) hours for use by employees who have exhausted their sick leave. The Union can solicit voluntary contributions from employees up to two hundred and fifty (250) hours per year. 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 twenty (20) days will not be approved.
 - e. Use of 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 sixteen (16) hours.
6. The District shall continue its election pursuant to Chapter 646 Oregon Laws, 1973 (sick leave credit for retirement benefits).

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 opinion circumstances demand it, the Superintendent shall authorize two (2) days' leave to attend the funeral of a relative.
- b. An employee who is absent because of a death in his/her immediate family shall be permitted three (3) consecutive days (or in the case of spouse, parent or child, five (5) consecutive days.) and two (2) additional days at two-thirds (2/3) of his/her scheduled salary. "Immediate Family" shall be interpreted to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters, and domestic partners. Any other person living in the home of the employee shall be considered as immediate family providing the employee was responsible for the care of such person. In the event of death in the employee's immediate family during the employee's vacation time, s/he 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 to three (3) days' leave per work year without loss of pay under the following circumstances:

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

6. Disaster Leave

Disaster time is when, due to extraordinary circumstances, all operations of the District are closed, including the central administration offices, and all monthly and annual employees continue to receive pay. If an employee is required to work on a disaster day, s/he shall receive straight time above and beyond his/her regular monthly pay.

C. UNPAID LEAVES

Employees on unpaid leave shall not be entitled to use any accrued paid leave.

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 shall exercise his discretion in the granting of such leaves. Such leaves shall not exceed one (1) year without special authorization of the Board. 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.

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.

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 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 six (6) 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
INSURANCE

A. HEALTH INSURANCE

1. Beginning July 1, 2005, the District shall contribute a maximum of \$779 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. For eligible employees on active payroll at the time of ratification, regularly working twenty (20) hours or more, but less than thirty (30) hours per week the District will contribute an amount not to exceed \$389.50 per month (or actual cost of insurance, whichever is less). The District will make no such contributions for employees working less than thirty (30) hours per week who are hired after ratification of this agreement. Employees regularly working twenty (20) hours or more who are hired after ratification will be allowed to purchase coverage at the District's cost.

2. In the second year of this agreement, i.e., beginning July 1, 2006, the maximum amount of District contribution for insurance for employees who are entitled to a District contribution will be increased if the District increases the maximum amount of contribution for nonrepresented employees in the District and in the same amount as the maximum amount for nonrepresented employees.
3. An employee is eligible for the District insurance contribution on the first day of the month following completion of ninety (90) consecutive days of employment of at least thirty (30) hours per week. Employees who work less than 30 hours per week and are on the active payroll as of the ratification of this agreement shall maintain their eligibility for the appropriate District insurance contribution.
4. The District shall select the insurance plan(s) and carrier(s) to be provided.
5. For any employee who retires on or before June 30, 2005, the District shall contribute \$200 per month towards the cost of providing a medical/hospitalization plan for employees who (a) elect early retirement on or after June 30, 1999, and are eligible to retire under the Public Employees Retirement System (PERS); (b) have completed at

least fifteen (15) years of consecutive service with the District; and (c) are then eligible under such plan then offered by the District. The District shall pay \$100 per month toward the cost of the medical/hospitalization plan for the spouse/domestic partner of the retiree described above. Contributions for retiree insurance shall extend for sixty (60) months or until the retiree is eligible for Medicare, whichever is first.

B. 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 - Reduction Of Staff.

ARTICLE 20

SAFETY

A. SAFETY

The District shall maintain safe working conditions in accordance with established 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.

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 medical examination including substance testing. Such examination of a current employee(s) may also be required when just cause exists.

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

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
REDUCTION OF STAFF

DEFINITIONS

For clarity purposes, the following definitions shall apply:

- A. “Department” — For purposes of this procedure the parties shall recognize three (3) departments in Nutrition Services:
 - a. Central Kitchen;
 - b. Dixon Diner; and,
 - c. School Cafeterias.
- B. “Vacancy” — An unoccupied position/job that the District has decided to fill. There shall be one department for custodians.
- 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. “Qualifications” — Experience, training or education that is specific to a particular job, process or program.
- F. “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.
- G. “Voluntary Lay Off” — An employee who would otherwise have not been laid off may opt to be voluntarily laid off.
- H. “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. By May 30, the District shall attempt to notify employees, whose work year corresponds with the school year, of the intended employment status 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.

1. In the event staff reductions become necessary, the District will lay off personnel in the inverse order of seniority by classification but may give consideration to special qualifications and experience directly related to the department's program. 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 - 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.
2. 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.
3. A custodial employee laid off may bump the least senior (department seniority) employee in the next lower classification if he/she has greater department seniority.

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 Managers, Leads, Coordinators, Cooks and Specialty Baker will be allowed, on the basis of seniority and qualifications, in the following order, to:
 - a. Fill a vacant position in the same classification in the same department.
If such vacancy does not exist, the employee may:

- b. Bump the least senior employee in the same classification in the same department. If there is no one with less seniority in the same classification in the department, the employee may:
 - c. Bump the least senior employee in a lower classification in the same department. If there is no one with less seniority in a lower classification in the department, the employee may:
 - d. Bump the least senior employee in the same classification in another department; or,
 - e. Bump the least senior employee in a lower classification in another department; or,
 - f. Request a voluntary lay-off.
- C. All other unassigned classifications shall be allowed, on the basis of seniority and qualifications, to:
- a. Fill a vacant position in the same or lower classification in the same department. If such vacancy does not exist, the employee may:
 - b. Bump the least senior employee in the same or lower classification and same department; or,
 - c. Bump the least senior employee in the same or lower classification in another department; or,
 - d. Request a voluntary lay-off.
- D. The parties specifically recognize that an employee affected by the “bumping” process is not the less senior; rather, it is the least senior employee.
- E. 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.

JOB POSTINGS

- A. All vacancies, other than temporary vacancies, shall be posted for a minimum of five (5) working days. Employees who are interested in the position shall make their desire known by applying for the position. Where qualifications and ability are reasonably equal, the most senior applicant shall fill the vacancy. Any remaining vacancy shall be filled in order from, 1) the pool of laid-off employees; or, 2) the pool of substitute Nutrition Services or Custodial employees; or, 3) hire a new employee.

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.

VOLUNTARY LAY-OFF

- 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.

CLASSIFICATION LEVELS BY DEPARTMENT:

DIXON <u>DINER</u>	CENTRAL <u>KITCHEN</u>	<u>SCHOOLS</u>
Manager Coordinator Bakery Lead	Manager Coordinator CK lead	Manager Coordinator HS Lead
Cook Spec. Baker		MS Lead ES Lead
FS Assistant	FS Assistant	FS Assistant

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ARTICLE 22
VACATIONS AND HOLIDAYS

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

<u>YEARS OF SERVICE</u>	<u>MONTHLY ACCRUAL</u>	<u>ANNUAL ACCRUAL</u>
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 one 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 has scheduled vacation and has sustained an injury covered by Workers' Compensation and is prevented, because of such injury, from taking his/her scheduled vacation and because of a change in the fiscal year would lose accrued vacation hours, shall be allowed to reschedule the vacation period within a reasonable time but not to exceed ninety (90) days after clearance to return to work.

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 or if they actually work 12 months out of the year. The part-time employee must have completed twelve (12) consecutive months of employment before any vacation is earned. The maximum accrual rate is 6.7 hours per month prorated according to the employee's normal work schedule, and the maximum annual accrual is ten (10) days. 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. For other employees, vacation is earned and credited to the employee after the completion of the year. 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 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
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. In the event the District closes in observance of Martin Luther King's Birthday, twelve (12) month employees shall not suffer pay loss. 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.4 - Emergency/Personal Business Leave for participation in religious observances when such participation during the workday is required by that faith.

ARTICLE 23 COMPENSATION

A. WAGES

Effective July 1, 2005 the base wage rates for all bargaining unit classifications shall be increased by three percent (3 %). Effective July 1, 2006 the base wage rates for all bargaining unit classifications shall be increased by three percent (3 %). These increases are reflected on the wage table listed in Appendix A of this Agreement

B. 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.

C. WORK YEAR

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.

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 D rate. By April 1st, 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 1st, 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 4th shall receive holiday pay for Independence Day.

D. 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.

E. PREMIUM AND LONGEVITY PAY

1. An employee temporarily assigned to a manager classification shall receive ninety percent (90%) of the hourly rate of the first step of that manager classification. Under no circumstances shall a person temporarily assigned to a manager classification receive a lower rate of pay than s/he would have received in his/her regular classification. After twenty (20) consecutive working days in the higher classification, the employee shall be paid the equivalent hourly rate of the beginning step for the classification in which s/he is temporarily assigned. Any certification pay will be continued. Except in an emergency, regular employees shall be temporarily assigned to work in the higher-level classification before substitutes are used. Whenever the full crew is not needed at a job site, any substitute employees at that site shall be released before releasing any regular employee.
2. An employee who has spent five (5) work years in a classification shall receive:
 - three percent (3%) of his/her base pay as longevity, or
 - after ten (10) years, the longevity shall be four percent (4%), or
 - after fifteen (15) years, the longevity shall be five percent (5%), or
 - after twenty (20) years, the longevity shall be six percent (6%), or
 - after twenty-five (25) years, the longevity shall be seven percent (7%), or
 - after thirty (30) years, the longevity shall be eight percent (8%).

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.

3. To be eligible for a step increase, an employee must have worked in a classification fifty percent (50%) or more of the preceding work year. Step increases occur on the first (1st) day of the employee's work year.
4. Persons holding School Nutrition Association certification shall receive additional compensation as follows:
Groups A through D Sixteen Cents (\$0.16) per hour
Employees in these groups shall, at a minimum, be ASFSA Certified at Level I to receive certification pay.
Groups E and G Twenty-Seven Cents (\$0.27) per hour
Employees in these groups shall, at a minimum, be ASFSA Certified at Level II to receive any certification pay.
To receive the manager certification rate, an employee must be working in a manager assignment.
5. The Union may petition the Nutrition Services Director to grant certification pay for employees who have attained recognized competence through professional development appropriate to their individual assignments. The decision of the Director shall be final.
6. For purposes of classification seniority, area managers shall include the time spent in the high school manager and/or field manager classification with the time in the area manager classification.
7. 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.

F. COMPENSATORY TIME

1. Employees in Groups A-D shall be paid for overtime hours worked. In lieu of payment, compensatory time off at the overtime rate may be specified by the District for employees in Groups E and G. Employees must use compensatory time within sixty (60) calendar days of when

earned and requires supervisory approval prior to being used. If mutual agreement cannot be obtained within the sixty (60) calendar days to use the compensatory time, the employee shall be paid or the period may be extended by the District for an additional thirty (30) calendar days. Compensatory time off shall not be taken in blocks greater than two (2) consecutive workdays.

2. The salary schedules for Groups E and G are based on an eight (8) hour day and a one hundred ninety (190), two hundred (200) or two hundred ten (210) day work year. When employees work less than 190 days in a year, their salaries will be prorated.
3. Salaries for managers in Nutrition Services will be paid in twelve (12) monthly payments. Managers in Nutrition Services who start their assignment after the beginning of the work year shall receive their salary prorated over the remaining months in the scheduled work year.
4. Roving leads in Nutrition Services will commit to working a minimum of two (2) years as a rover before applying for another position within the department. In return, 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 and other odd scheduled days.

G. 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.

ARTICLE 24

EXTRA WORK AND OVERTIME

A. EXTRA WORK AND SCHEDULED OVERTIME

1. Extra work and overtime work that is pre-scheduled for “down-days”, “down-time”, weekends and other times will first be offered to qualified employees working in the department where the work is to be performed. If there are no qualified volunteers available within the department, management will then offer the work in descending order to the most qualified employees outside of the department. In the event there are no qualified volunteers, the least senior qualified employee within the department will be required to perform the work.
2. Where the qualifications and ability of employees are equal, the most senior employee will be offered the work. Management shall be the sole judge of the qualifications of employees.
3. Nutrition Services employees wishing to work on “down days” will:
 - a. Notify the sub placement office in writing or by e-mail of their availability to work.
 - i. Central Kitchen employees shall be required to provide notice no less than the end of their previous shift.
 - ii. School employees shall be required to provide no less than five (5) working days notice of their availability.
 - b. Assignments shall be made on the basis of classification seniority.
 - c. Employees who have provided such notice must be available by telephone until 8:00 AM on the day of the assignment. Assignments may not be declined.
 - d. There will be no “bumping” after an assignment has been made, regardless of seniority.
4. Notwithstanding the provisions of this Article 24 there shall be no obligation to work any employee more than eight (8) hours in any one day or forty (40) hours in any one week.

B. UNSCHEDULED OVERTIME

1. Overtime work that falls at the end of an employee's scheduled work shift shall be performed by the employee, unless through a reassignment management decides another qualified employee can perform the work at the straight-time rate of pay.

C. The District retains the right to determine the work schedule and shall not be required to have any work performed at an overtime rate of pay when it could have been performed at straight time. Notwithstanding the foregoing, management may at its discretion, have the work performed at the overtime rate of pay even though an assignment at straight-time may have been possible. The provisions and penalties of this Article shall not apply to situations involving employee training or cross-training.

D. In the event an employee was improperly deprived of an opportunity for extra work or overtime work within his/her department, the following shall be the exclusive remedies available:

1. For pre-scheduled extra work and overtime work such as that noted in Paragraph 24.A.1. of this Article, the remedy shall not involve an award of back-pay. Rather, it shall be to give the deprived employee the next opportunity to perform any extra work or overtime work within the department for which the employee is qualified and available.

a. The employee must have given prior notice, placing a claim on the work in question to the person responsible for scheduling the employees and the work in the affected department, thereby affording the scheduler an opportunity to reassign the work at issue.

2. Where an employee performs extra work or overtime work in a department where he/she does not regularly work and said work could

have been performed at the straight time rate of pay by an employee who is regularly assigned to the department and was available at the time said work occurs, the deprived employee may be awarded back-pay for the hours in question provided each of the following requirements have been met:

- a. The employee must be working within the affected department and available for the “extra” and “overtime” work at issue.
- b. Where the employee knows or should have known of a potential for a violation, he/she must have given prior notice, placing a claim on the work in question to the person responsible for scheduling the employees and the work in the affected department, thereby affording the scheduler an opportunity to reassign the work at issue. In all other cases the employee or the Union’s steward must make claim for the time within one (1) business day. Otherwise, any claim for the time shall be waived.
- c. Time that may be claimed must be contiguous with the shift that is worked by the affected employees and shall be no less than two (2) hours.
- d. A schedule that could be construed as a split-shift for either the “department” employee or the “extra” employee shall not be allowed. This would include:
 - i. A shift that has more than one (1) break of one-half (1/2) hour or more.
 - ii. A shift or portion of a shift that is less than two (2) hours.
- e. Any shift or portion of a shift for either of the affected employees shall not involve more than five (5) continuous hours without a break of at least one-half (1/2) hour.

ARTICLE 25
TRANSFERS AND VACANCIES

- 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.
- B. There shall be a two (2) week trial period for an employee transferring to a different department. 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.
- C. Vacant positions shall be posted for the purpose of providing opportunity to existing employees to make application for such positions. The vacant position will be posted for at least five (5) working days prior to the closing date. The listing shall include a job summary, the location, anticipated hours and the classification for the particular position. The job posting shall be sent to each worksite with a copy to the Union upon request.
- D. Employees may request a transfer to a specific Central Kitchen department, school, or geographic region. Such requests may be filed at any time. Employees may inquire of the 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. The District agrees the difficulty in backfilling a transferee will not be considered when filling positions.

ARTICLE 26
DURATION

- A. Except as may otherwise be provided for in this Article, this Agreement shall become effective as of the date it is ratified by the parties and shall continue in effect through 11:59 PM on June 30, 2007.


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.

The parties, by their authorized representatives, have set their hand to this agreement this 21st day of November, 2006.


FOR THE SCHOOL DISTRICT:


FOR SEIU LOCAL 503, OPEU:


David Wynde
Co-Chair, PPS School Board

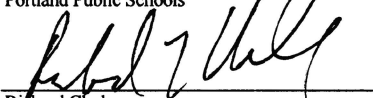

Leslie Frane
Executive Director
SEIU Local 503, OPEU

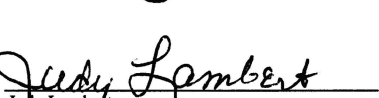

Bobbie Regan
Co-Chair, PPS School Board


Deanna Gathman
Local President

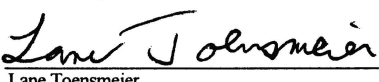

Vicki Phillips
Superintendent
Portland Public Schools

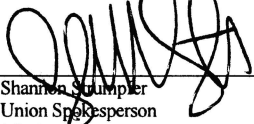

Gay Oliver
Bargaining Delegate


Richard Clarke
Chief Human Resources Officer
Portland Public Schools


Judy Lambert
Bargaining Delegate


Mary Ellington
Bargaining Delegate


Lane Toensmeier
Union Spokesperson
SEIU Local 503, OPEU


Shanna Soumpier
Union Spokesperson
SEIU Local 503, OPEU

APPENDIX A

SALARY SCHEDULE FOR NUTRITION SERVICES

<u>GROUP</u>	<u>CLASSIFICATION</u>	<u>CURRENT</u>	EFFECTIVE 7-01-05 (+3%)	EFFECTIVE 7-1-06 (+3%)
GROUP A	Food Service Assistant	\$ 9.07	\$ 9.34	\$ 9.62
GROUP C	Cook, Dessert Maker	\$11.37	\$11.71	\$12.06
	Specialty Baker	\$11.37	\$11.71	\$12.06
GROUP D	Elementary Lead	\$11.80	\$12.15	\$12.52
	Summer Monitor	\$11.80	\$12.15	\$12.52
	Middle School Lead	\$12.01	\$12.37	\$12.74
	Roving Lead	\$12.01	\$12.37	\$12.74
	Central Kitchen Lead	\$13.16	\$13.56	\$13.96
	High School Lead	\$13.16	\$13.56	\$13.96

<u>GROUP</u>	<u>CLASSIFICATION</u>	<u>CURRENT BASE SALARY</u>	EFFECTIVE 7-1-05 (+3%)	EFFECTIVE 7-1-06 (+3%)
GROUP E	Coordinators			
	E2	\$22,717	\$23,299	\$24,100
	E3	\$23,489	\$24,194	\$24,919
	E4	\$24,536	\$25,272	\$26,030
	E5	\$25,119	\$25,873	\$26,649
	E6	\$25,976	\$26,755	\$27,558
GROUP G	Managers	\$26,387	\$27,179	\$27,994
	G2	\$27,105	\$27,918	\$28,756
	G3	\$27,805	\$28,639	\$29,498
	G4	\$28,515	\$29,370	\$30,252
	G5	\$29,223	\$30,100	\$31,003

APPENDIX B
SALARY SCHEDULE FOR CUSTODIANS

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MEMORANDUM OF UNDERSTANDING

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.

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MEMORANDUM OF UNDERSTANDING

Lump Sum Stipend.

Effective with the June 2006 payroll, employees on active payroll currently enrolled in the Health and Welfare program will be paid a one (1) time, lump sum payment on a separate check, at the employee's regular tax rate and payable on the following basis:

Employee Category	Stipend Amount
.75 – 1.0 FTE	\$135.00
.5 - .74	\$67.50

This is a one-time cash stipend that is free-standing and not to be added to the wage rates.

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MEMORANDUM OF UNDERSTANDING

Bonus Pay for Nutrition Services.

The District may implement a bonus pay program for a group of Nutrition Services employees (such as employees assigned to a particular school) to receive additional compensation above their normal wage or salary rates based on the group's successful completion of goals specified in advance by the District. Nothing in this Agreement precludes Nutrition Services employees in the bargaining unit from participating in that program or receiving the bonus pay.

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