

LETTER OF AGREEMENT
between Portland Public Schools
And
Service Employees International Union -Local 503
2023 – Inclement Weather Days- Use of Leave

The following represents the terms of an agreement between Portland Public Schools (the District) and the Service Employees International Union (Union) regarding inclement weather in February 2023.

Background

1. The District was closed due to snow on February 23 and 24, 2023 (“the inclement weather days”).
2. SEIU Nutrition Service employees do not work on inclement weather days and are not paid on inclement weather days.
3. As a result of the inclement weather days, Nutrition Service workers’ paycheck would be reduced for the month of March.
4. On March 7, 2023, the Union filed a grievance regarding pay for the inclement weather days that included a claim for Nutrition Service employees.
5. Each school year, Nutrition Service workers may take up to three (3) Emergency Leave or Personal Business days (emergency days), without loss of pay, on days they are scheduled for work.
6. Nutrition Service workers are not contractually allowed to use their emergency days on inclement weather days because they are not scheduled to work.
7. The Nutrition Services budget is self-funded, and usually has only sufficient funds to pay for workers when food is served to students and USDA reimbursement is claimed.
8. At this point in time, the Nutrition Services budget has sufficient funds to pay Nutrition Service workers for the inclement weather days using their personal/emergency days.

Agreement

The parties agree to the following:

1. All eligible Nutrition Service workers will have any remaining Emergency Leave or Personal Business days paid for the inclement weather days.
2. To be eligible, employees must have unused Emergency Leave or Personal Business days available. Any employee who submitted for paid or unpaid leave prior to the inclement weather days are not eligible.
3. For the remainder of the school year, any additional unused Personal/Emergency Business days may be requested as described in the CBA.
4. This agreement does not set a precedent in any manner and will not be used by

either party for any purpose other than enforcing this agreement.

5. The District will make payments under this agreement on the next regularly-scheduled payroll period following execution of this agreement.
6. The Union withdraws, dismisses and releases PPS from any CBA claim regarding the inclement weather days for Nutrition Service employees including but not limited to any claims stated in the March 7, 2023 grievance regarding the inclement weather days.

For the District:

Signed: *Genevieve Rough*

Name/Title: Sr. Director, Employee and Labor Relations

Date: Mar 30, 2023

For SEIU:

Signed: *Melissa Unger*

Name/Title: Chair

Date: 3/24/2023