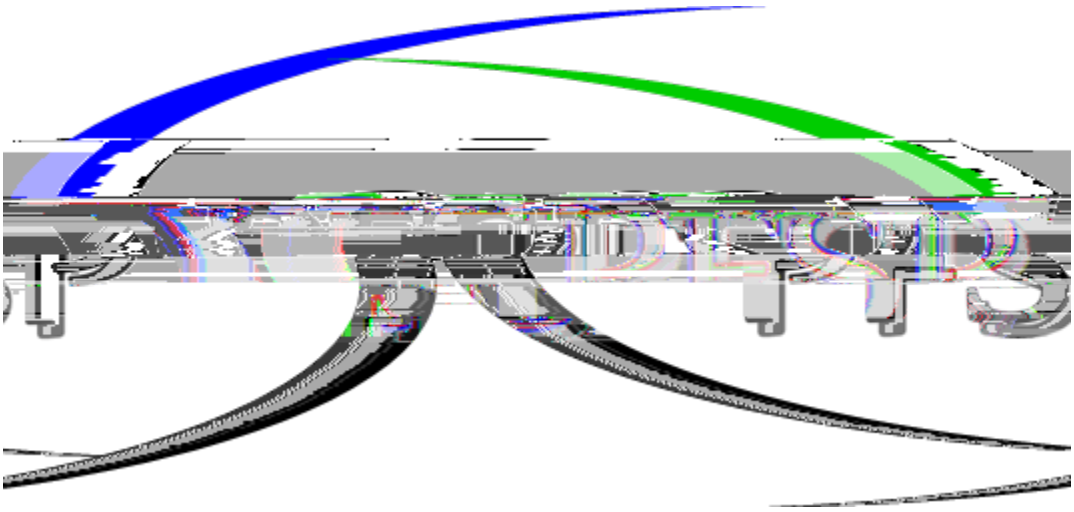
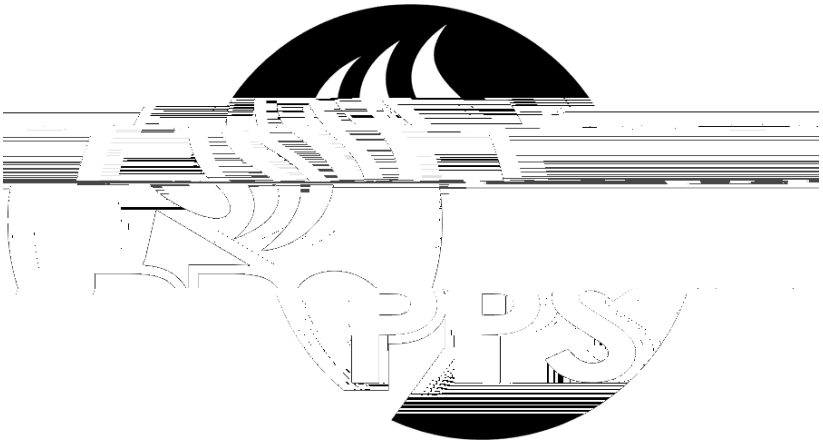
2023 - 2026 AGREEMENT



Portland Federation

of School Professionals



School District No. 1 Multnomah County, Oregon

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ARTICLE 1 – RECOGNITION

The Board recognizes the Federation as the sole and exclusive bargaining representative, as certified by the Oregon Employment Relations Board, for, and this Agreement shall apply to all employees specified in the Appendices of this Agreement and those subsequently recognized or certified. Such recognition excludes:

1. Employees determined as confidential or supervisors as defined in ORS 243.650 (Chapter 536 Oregon Laws, 1973);
2. Substitute employees; and
3. Student volunteers.
4. A volunteer or student volunteer shall not be used for the purpose of replacing an employee in an approved position.
5. Temporary Employees. A temporary employee is one who is hired to fill a position with a duration of ninety (90) consecutive days, or less, or to replace a regular employee on an approved leave of absence or absence due to an on the job injury.

ARTICLE 2 – 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 to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District.

B. In the event that any provision of this Agreement is or shall at any time be determined to

D. The Federation shall have the right to make announcements at employee staff meetings or by use of any existing communication procedures not ordinarily available to students.

E. The Federation and its representatives shall have the right to post notices of activities and matters of Federation business and concern on staff bulletin boards. At least one such bulletin board shall be in each school district building. The Federation may use the District mailboxes for communications.

F. The District shall make available to the Federation, upon written 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. Should such requests exceed 50 pages of copied material per month, the Federation shall, upon written request, reimburse the District for the excess copies at the rate of ten cents ($.10) per page. This provision does not apply to, nor include, the periodic lists of bargaining unit members that are provided for the administration.

G. The District agrees to provide the Federation with the name, address and cost center of all unit members by October 10th of each school year. Thereafter, a listing of the name, address, work site, position, and home phone number, if available, of newly hired employees shall be provided on a monthly basis.

H. The Federation shall be provided time on the agenda of each regular board meeting for brief comments. If the Federation has a formal presentation, it shall be afforded a reasonable amount of time as determined by the Board. Subject to the time line for notification established by the District, the Federation shall notify the Office of the Superintendent of the proposed length of the Federation's formal presentation, the subject matter thereof, and any specific action to be required from the Board or administration at the meeting. The Federation agrees not to use its rights under this Section for the purpose of collective bargaining with the Board or any of its members, or for discussing matters that the Board believes to be of primary concern to employees covered by other bargaining agreements.

I. The Federation shall be given time on the agenda of any general orientation meeting conducted by the District for new employees covered under this Agreement. The Federation shall also be given an opportunity to provide input in the planning and development of such orientation meetings.

J. A Federation appointed representative at work sites having eight (8) or more bargaining unit members shall be allowed release time of up to forty-five (45) minutes or one (1) class period, whichever is less, per month for the purpose of attending to matters relating to this Agreement. Such representatives must be employed for seven (7) hours or more per day. Designation of such periods must be agreed to by the work site administrator and shall not interfere with educational or other work activities.

ARTICLE 7 – MANAGEMENT RIGHTS CLAUSE

Except as otherwise

5. Reimbursement shall not be made for amounts of less than Fifteen Dollars ($15.00) and no employee shall receive more than Seven Hundred Fifty Dollars ($750.00) in any one year. Twelve Hundred Dollars ($1,200.00) from the fund each year shall be available for miscellaneous employees (those working less than half time). Except for tuition, the District shall make direct payment, if agreeable by the provider, following receipt of attendance confirmation.

B. The District shall pay the full cost of tuition fees, supplies, mileage and any other related costs if the employee meets District guidelines for any class, workshop or seminar for which an employee is directed to attend. If such attendance is required outside the employee's work hours, the employee shall be paid as required by law.

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C. An employee may attend a workshop, conference or seminar related to their work assignment during their regular work hours provided the following conditions are met:

1. Approval of supervisor;
2. Coverage of work assignment utilizing additional funds as outlined in Article 14 A3;
3. Documentation provided to validate attendance.

D. The District shall establish an Inservice Fund in the amount of Ten Thousand Dollars ($10,000.00) for each year of the contract for the purpose of providing an inservice program for Classified Employees. Unless mutually agreed upon, unused funds shall not carry over to future years. The Federation will part

ARTICLE 16 – OVERTIME AND CALL BACK

A. OVERTIME

1. Overtime shall be compensated at time and one-half of the employee's hourly rate and will be paid only after eight (8) hours of work in one (1) day or after forty (40) hours of work in one (1) week. This overtime rate shall also apply to work performed on Saturdays and Sundays unless such days fall within an employee's regular workweek assignment, or on scheduled "down days." Employees for whom Saturday and Sunday falls within their regular workweek assignment shall be paid the overtime rate of time and one-half for any work performed on their assigned days off.

    a. With prior mutual written agreement between the employee and their supervisor, an employee may be granted flextime and be allowed to work more than eight (8) hours in a day at the straight time rate provided the employee is given the same amount of time off during the same workweek.

2. An employee who works on a paid holiday (see Article 22.B) shall receive holiday pay plus time and one-half straight time pay for hours worked.

3. Overtime must be authorized in writing by the supervisor.

4. When overtime is available, supervisors will attempt to find bargaining unit members who are willing to work the additional hours.

5. When an employee has been authorized to work from home and agrees to do so outside of their regularly scheduled hours, the employee will be paid at the overtime rate for actual hours worked.

B. CALL BACK

1. Emergency Call Back.

An employee called back to work after completing an eight (8) hour shift shall be compensated at the greater of the following:

a. Overtime rate times actual hours worked, or
b. Four (4) hours of straight time pay.

2. Scheduled Call Back.

An employee, who is required to return to work for evening activities such as back to school programs, parent conferences, etc., shall receive a minimum of three (3) hours compensation for such time. This three (3)-hour minimum may be satisfied through early

release of the employee from their regular work schedule. “Evening” is defined to begin

4. Campus Safety Associates will be notified via District Email as soon as possible once selected for assigned overtime from the overtime list and at least 48 hours from the start of the overtime shift, unless a bona fide exigency prevents such notice. If a Campus Safety Associate is required to work an assigned overtime shift with less than 48 hours' notice, the Campus Security Agent will be paid an hourly rate equal to two times their normal hourly rate.

5. A Campus Safety Associate(s) may request to be excused from a specific overtime assignment based on a significant hardship. The District Security Director or Security Manager will review a request based on significant hardship on a case by case basis. If the request is granted, the Campus Safety Associate will remain at the bottom of the list for the next overtime opportunity.

6. If the Campus Safety Associate does not report for the assignment, they could be subject to discipline depending on the totality of circumstances and would remain at the bottom of the rolling seniority list to be assigned to the next occurrence.

7. Once the Campus Safety Associate completes the assigned overtime shift, the Campus Safety Associate is placed at the top of the rolling seniority list by order of seniority.

ARTICLE 17 – OPTIONAL WORK SCHEDULE

A. The District reserves the right to implement a ten (10) hour day, four (4) day work week, but shall consult with representatives of the Federation before so doing for the purpose of applying this Agreement to such a schedule.

B. If at the beginning of the work year approval has been given to modify the employee's work year, the employee may elect to have the additional salary distributed equally over their annual pay schedule.

C. An employee who works more than fifty percent (50%) of a month beyond their scheduled work year will receive an additional day of sick leave accrual for that month.

ARTICLE 18 – EMPLOYEE DISCIPLINE

A. No employee shall be disciplined without just cause. For the purpose of this Article, discipline shall include verbal and written reprimands or warnings placed in the employee's personnel file, suspension and discharge.

B. An employee who is disciplined has the right to use the grievance procedure. In the case of suspension without pay or discharge, the grievance shall be initiated at Step 2 and such hearing shall be deemed a hearing under ORS 342.663.

attendance and punctuality may be addressed if they have previously been discussed with the employee. 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 they may, within twenty (20) working days following receipt of the evaluation, put such objections in writing and have them attached to the evaluation report and placed in their personnel file.

C. The frequency of evaluations shall be determined by the District and generally occur every other year by February 1st for bargaining unit employees. If the District chooses to do so, it may conduct formal evaluations on an annual basis. An employee may request to receive one (1) annual evaluation. Such request shall be in writing to the employee's supervisor with a copy to the Human Resources Department.

D. The Human Resources Department will consult with the Federation in developing an outline of best practices to be used in conducting employee evaluations.

E. When the District determines that an employee's work performance is unsatisfactory, it shall inform the employee in writing of any deficiency and the improvement expected and provide the employee with the opportunity to correct the unsatisfactory performan(e.)]TJ 0g (

SECTION 2

GENERAL PROCEDURES FOR ALL GRIEVANCES

A. The grievant may be represented by the Federation or may represent himself/herself at steps 1-2 of the grievance. Any grievance settlement reached in the absence of involvement by a representative of the Federation shall apply to that grievance only and shall not be a precedent. A grievant shall be given release time without loss of pay to attend a grievance hearing. A unit member, designated by the Federation, who is representing another member at a grievance hearing during working hours shall also be given release time without loss of pay. Should the participation of witnesses in any grievance hearing require the employment of a substitute, the Federation shall reimburse the District for the cost of the substitute.

B. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process.

C. It may at times become necessary to extend time limits. These extensions are to be kept1.32 TD [(

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, unless on an approved FMLA or OFLA leave, leave for a qualifying purpose under ORS 653.616, or when mutually agreed upon by the Federation and the District.

C. Mandatory Court Appearances

1. An employee subpoenaed to appear as a court witness shall be excused from work without loss of pay, provided that the employee shall submit any witness fee received to the School District's Business Office along with a copy of the subpoena. In cases where the employee is a party to the action, their absence will be personal leave without pay or, at the employee's election, emergency/personal business leave as provided in Article 21.B.4 may be used. An employee required to appear in court as a party with the District shall be released without loss of pay.

2. An employee subpoenaed for jury duty shall be excused from work without loss of pay, provided that the employee shall submit any jury fee received to the School District's Business Office along with a copy of the subpoena. On days when the employee is excused from jury duty, they shall report to work provided four (4) hours or more of the workday remains at the time they are excused; and provided that length of time on jury duty prior to excuse and their workday with the District shall not exceed their normal workday.

D. District Designated Closure

1. If the District closes an employee's worksite because of inclement weather or reasons of an emergency nature, employee will be compensated at their regular scheduled rate of pay for their normally scheduled hours of work. This compensation shall be considered payment for replacement days as scheduled by the District at its discretion, not to exceed contracted work days.

2. If, due to closures because of inclement weather or reasons of an emergency nature, the school year is extended, employees will work the replacement days without additional compensation, up to their contracted work year.

3. If the District delays the start of the work day, as long as employees are present at the adjusted start time, they will not be expected to use leave time and will be paid for a regular day of work.

- Must be sent to the Human Resources Department which will be presented

ARTICLE 22 – VACATIONS AND HOLIDAYS

A. VACATIONS

B. HOLIDAYS

1. All regular employees shall receive the following paid holidays.

New Year's Day Thank D52 Tm (Q q 3 Q q 3 Q .00yl

4. The District will monthly submit to the Trust the full agreed upon employee-paid portion of health insurance contributions.

5. During the lifetime of this Agreement, should the District increase the health insurance contribution of the DCU or ATU, this Article may be reopened for further negotiation under the expedited bargaining rules and at PFSP's discretion.

6. Upon request, the District shall allow the Federation to review the District's financial records relating to the contributions made to the Trust under this Article toward the cost of health insurance benefits for Federation bargaining unit members.

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 656.005 (7), an employee shall retain the workers' compensation check which they received for time lost. The employee may supplement their compensation check with accrued accumulated sick leave.

An employee who is injured on-the-job shall have a right, for a period set forth by the Workers Compensation statutes, to return to a position of comparable duties and responsibilities to the one they occupied but /ae25 >>BDponsomiaistood sWp 4 (t)11.9 (o t)1.9

ARTICLE 24 – SAFETY

A. SAFE AND HEALTHY WORKPLACE

1. The District and Federation agree to the objective of a workplace that is free from abusive conduct, harassment, violence, or the threat of violence. The District shall endeavor to maintain safe and healthy working conditions in accordance with

B. PAYROLL CHECKS

1. Employees whose work years are less than twelve (12) months and who are employed at the beginning of the regularly scheduled work year, may receive their annual compensation in ten (10) or twelve (12) monthly payments. Such employees must indicate, in writing, their preferred method for payment for the coming school year. This writing must be submitted to Human Resources no later tha

1. One (1) year of credit for each year of full-time verified substitute work (minimum one hundred thirty-five (135) full day substitute jobs within the regular school year); or

2. One (1) year of credit for each two (2) years of part-time verified substitute work (less than one hundred thirty-five (135) full day substitute jobs within the regular school year).

3. Verification of experience shall be made by the Human Resources Department.

Returning Employees.

Should a former PFSP-represented employee return to the same or lower, related classification, as previously held they shall be re-salary placed.

D. PROFESSIONAL GROWTH

If, after initial hiring, a PFSP represented employee earns a degree, they shall be increased on their current Salary Appendix as follows:

1. One (1) step for a BA or BS
2. Two (2) additional steps for an MA or MS
3. Upon receipt of official transcripts by HR, the increase will be processed effective the first day of the next pay period. There will be no retroactive payments made.

E. WORK YEAR

The Board retains the right and authority to change the days on which school shall be held and to make other adjustments to the work year. In the event of adjustments to the work year, the District shall consult with the Federation before implementing any changes, 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.

F. EXTENDED HOURS AND DAYS

In the event that an employee works additional and/or extended hours and days outside of

G. BONUS PAY

7. Shift B12 108 8 (f)-8 (t)2 (t)2 (er)7(e)10 (nB12 1i 8 (al 8 (:12 10C 8 (a)9.9 (m)7(pus)3.9 (i)16

paid equal to or lower than the employee's current position, the employee may be offered the assignment at the District's discretion.

D. SPECIAL SKILLS: The District may choose when conducting a layoff to retain an employee who would normally have been laid-off because of the special skills, training, or abilities that the employee to be retained has which are required for the position. In exercising this right, the District will notify the Federation of the District's intent to implement this exemption option and will discuss the reasons for exercising the exemption process with the Federation. The District and PFSP agree employees who are in positions that require specialized training or certificates as required by the grantor (i.e. federal funds) will be considered as exempted from bumping unless the more senior employee has the required training.

E. VOLUNTARY LAYOFF: An employee offered an assignment of lower classification or reduced work hours due to staff reductions, may elect voluntary layoff. In such cases, the employee shall be entitled to any recall rights provided by this Article.

F. REASSIGNMENT: An employee rejecting a change in assignment which is comparable in classification and work year shall, by doing so, relinquish any seniority and recall rights

I. NOTIFICATION OF ASSIGNMENT: By May 30, the District will notify, in writing, employees of their intended employment status with the District for the following school year. The District shall make a reasonable effort to notify affected employees of changes in staffing plans that occur during the summer recess. The District shall make a reasonable effort to provide 260-day employees with as much notice as practicable regarding changes in staffing plans, with a minimum 2-week notice of layoff. Failure by the District to provide such notice of changes in staffing plans following issuance of notification will not interfere with the authority of the District to reassign or terminate an employee.

J. REDUCTION OF HOURS: An employee's work hours shall not be reduced without two (2) weeks written notice to the employee with a copy to the Federation. An employee

N. EVALUATION PERIOD: When an employee is reassigned, due to an unassignment, to a department they have never worked in, the employee will be required to complete a sixty (60) working-day probationary period. The purpose of the probationary period is to ensure the employee has the necessary skills and abilities to perform the duties of the new job. If it is determined that the employee is unable to perform the necessary duties, the employee will be unassigned and referred to the Human Resources Department for a new placement.

O. DEPARTMENT or SCHOOL-BASED REDUCTIONS OF STAFF: In the event that staff reductions must be made in individual departments, worksites, or schools, these reductions must be made based on seniority, according to Section II of this Article. Volunteers for unassignment will be considered within the classification experiencing the reduction. Such volunteers may be selected for full unassignment if they have comparable hours and are from within the same classification(s) where the positions are to be eliminated.

P. EXCEPTION TO BUMPING AND PLACEMENTS – HEADSTART: Employees at Headstart locations are exempt from bumping. Vacancies at such schools are not subject to placements of unassigned employees nor are they subject to employees with recall rights, unless mutually agreed by the employee, Administrator and the District.

Q. EXCEPTION TO BUMPING AND PLACEMENTS – CSI DESIGNATED SCHOOLS: Employees at schools that have been designated by

ARTICLE 27 –

APPENDIX A

Classifications

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APPENDIX C

Special Education Paraeducator, Therapeutic Intervention Coach, and Behavior Intervention Specialist Salary Schedule

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STEP	7/1/2023 HOURLY	3/1/2024 HOURLY	7/1/2024 HOURLY	7/1/2025 HOURLY
Paraeducator				

Therapeutic Intervention Coach - Pioneer

30.51 25.7

APPENDIX D

Special Education PTA and COTA

Step	7/1/2023 Hourly Wage	7/1/2024 Hourly Wage	7/1/2025 Hourly Wage

APPENDIX F

Sign Language Interpreter Salary Schedule

Effective 7/1/2023

APPENDIX 2

Physical Therapists and Occupational Therapists

192-days

1.

utilized for tuition, registration, or enrollment fees for seminars, workshops, or other related

Physical Therapists and Occupational Therapists Salary Schedule

Effective 7/1/2023

Step	BA	MA	DPT/OTD

Effective 7/1/2024

Step	BA	MA	DPT/OTD

Memorandum of Agreement

Between

SIGNATURE PAGE

FOR PORTLAND FEDERATION OF SCHOOL PROFESSIONALS, by:

Negotiator

Michelle Batten, Chief

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