2026-2029 AGREEMENT

Portland Federation

of School Professionals

School District No. 1 Multnomah County, Oregon

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AGREEMENT

between

PORTLAND FEDERATION OF SCHOOL PROFESSIONALS

and

SCHOOL DISTRICT NO. 1,
MULTNOMAH COUNTY OREGON

AGREEMENT BETWEEN PORTLAND FEDERATION OF SCHOOL PROFESSIONALS, LOCAL NO. 111, (KNOWN PRIOR TO JULY 1, 2011 AS PORTLAND FEDERATION OF TEACHERS AND CLASSIFIED EMPLOYEES, PFTCE) AFFILIATED WITH THE AMERICAN FEDERATION OF TEACHERS-OREGON, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (HEREINAFTER CALLED “FEDERATION”) AND SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY, OREGON (HEREINAFTER CALLED “DISTRICT”) MADE ON THE AUTHORITY OF ITS BOARD OF DIRECTORS (HEREINAFTER CALLED “BOARD”).

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 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 this Agreement.

C. There shall be four (4) signed copies of the final Agreement for the purpose of records. Two (2) shall be retained by the Board, two (2) by the Federation.

D. Within sixty (60) days following the signing of this Agreement, the District shall provide 250 copies of this Agreement to the Federation and make a copy of the Agreement available electronically.

E. 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, the Board and the Federation agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter during the term of the Agreement.

ARTICLE 3 – CONTRACT ADMINISTRATION

A. Representatives of the Federation and the District may meet at mutually agreed upon times and places for the purpose of reviewing the administration of the contract in force and attempting to resolve any problems that may arise thereunder. Release time without loss of pay shall be provided to a maximum of three (3) Federation representatives to attend such meetings.

B. Neither party shall have any control over the selection of the representatives of the other party. Other problems which may be of concern to either the District or the Federation may be placed on the agenda by mutual consent.

C. These meetings are not intended to bypass the grievance procedure, and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. The Federation may, however, present the problems on behalf of the group of employees which involves an alleged violation of this Agreement.

D. Nothing in this Agreement precludes meetings between a principal or program supervisor and a Federation representative to foster collaboration and relationships, and to create pathways for resolution of any concerns at the building/program level. The parties acknowledge, however, that such meetings cannot create a precedent nor will any agreements or actions be binding on any other building/program.

ARTICLE 4 – FEDERATION RIGHTS

A. The Federation, through its representatives, shall have the right to transact official Federation 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 Federation use as requested without charge to the Federation, except that the District may make a reasonable charge when special service is required beyond normal operational practice.

B. The Federation and its building representatives shall have the right to use school district facilities and equipment, at reasonable times, when the same are not otherwise in use. This shall not include use of, or access its HRMS, purchasing and inventory administration systems. The Federation agrees to pay costs of all materials and supplies incidental to such use.

C. The District shall permit Federation representatives to visit the school district buildings. Federation representatives shall make known their presence to the appropriate authority in the building. Employee conferences, should they become necessary, shall be scheduled so as not to interfere with work assignments or disrupt normal school district functions.

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 legal name, preferred name (when provided), address, work email, personal email, and personal phone number, date of hire and cost center of all unit members within ten (10) calendar days from the date of hire for newly hired employees. A listing of the following information for all employees shall be provided on a monthly basis:

    1. Employee's legal name, preferred name (when provided), employee ID number, date of hire, and seniority date within the bargaining unit
    2. Contact information including:
        a. Cellular, home, and work phone numbers
        b. Work and personal emails
        c. Home address or personal mailing address

3. Employment information, including the employee's:
    a. Job title
    b. Salary
    c. Work site

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 between 30 - 120 minutes 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. The parties acknowledge that Oregon law provides designated representatives of the Union with release time for certain union activities. In general, the parties agree that the following constitutes reasonable time for conducting union business:
    1. A Federation appointed representative at work sites having three (3) 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.
    2. The following are examples of union activities for which time may be granted, however, the parties acknowledge that this list is intended to be illustrative and that the law will govern the type of activities:
        a. Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
        b. Attend investigatory meetings and due process hearings involving represented employees;
        c. Attend labor-management meetings held by a committee composed of employers, employees and representatives of the labor organization to discuss employment relations matters; and
        d. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees.

3. Designation of such periods must be agreed to by the work site administrator and shall not interfere with educational or other work activities.

K. In the event the District creates a new job classification (i.e., by assignment of an existing employee or the hiring of a new employee to such a newly created classification) which is neither supervisory nor confidential, the Federation shall be notified, with not less than thirty (30) days' written notice, of the job title, job description, and proposed salary range. Such notice shall include a declaration as to the District's determination as to the bargaining unit status of the new classification.

   The District shall inform the Federation, with not less than thirty (30) days' written notice, when it proposes to eliminate an existing job classification or proposes to remove a position from the bargaining unit.

L. Upon request by the Union up to six bargaining unit members shall be released from their daily job assignments for the purpose of attending bargaining sessions for bargaining successor collective bargaining agreements.

M. All newly hired employees represented by the Federation will be offered the choice of a hard copy of the Agreement or a link to the Agreement online. PPS will retain 100 copies of the 500 copies provided for in Article 2 for this purpose.

N. The District and PFSP recognize the law that is HB 2016.

ARTICLE 5 – NON-DISCRIMINATION

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, gender identity, sexual orientation, religion, race, color, national origin, genetic information, disability, marital status, political activity and affiliation or participation in a discrimination lawsuit, investigation, or proceeding. It is the expressed intent of the Federation, 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 Federation shall use its best efforts to direct employees complaining of such discrimination to appropriate District administrative remedies. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provision of the Oregon Fair Employment Practices Law contained in ORS 659.030. This article is not subject to the grievance procedure.

ARTICLE 6 – MAINTENANCE OF BENEFITS

No employee covered by this Agreement shall suffer any reduction in rate of pay or benefits as a result of the execution of this Agreement unless such rate of pay or benefits are set forth in this Agreement.

ARTICLE 7 – MANAGEMENT RIGHTS CLAUSE

Except as otherwise provided in this Agreement, the Federation 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 functions and programs, including the development of budgets and actions as may be necessary to meet emergency situations;

B. Hire all employees and determine their qualifications and the conditions of their continued employment, their training, and any discipline, dismissal, demotion, promotion, or transfer;

C. Assign and direct the work and work location of all employees, and determine the number of shifts and hours and days of work and starting times and the scheduling of all employees;

D. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria;

E. Establish the work year and school calendar;

F. Determine the services, supplies and equipment necessary to continue operations and determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including any changes, automation, or institution of new methods or processes;

G. Adopt rules and regulations;

H. Determine the location or relocation of facilities, including the establishment or relocations of schools, buildings, departments, divisions, or subdivisions and the relocation or closing of offices, departments, schools, programs, divisions or subdivision, 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 procedures and all matters pertaining to public relations;

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

L. Select and utilize technology.

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 are subject to the duty to bargain under ORS 243.650 et. seq. Whenever practicable, the District shall inform the Federation of any significant actions affecting employees covered by this Agreement.

ARTICLE 8 – NO STRIKE CLAUSE

A. During the life of this Agreement, neither the Federation nor any employees represented by the Federation will 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. Nothing shall impose any obligation on the District to compensate employees for absences resulting from concerted work stoppage.

B. In the event of a labor dispute between the District and employees not covered by this Agreement, the provisions of Section A will remain in effect; provided however, that in the event of a strike by such employees, the District shall not require employees covered by this Agreement to perform work which is usually performed by striking employees unless such work is also inherent to employees covered by this Agreement.

C. The District will not unlawfully lock employees out during the term of this Agreement.

ARTICLE 9 – PAYROLL DEDUCTIONS

A. PAYROLL DEDUCTIONS

1. Any employee in the bargaining unit who is a member of the Federation, or who has applied for membership, may sign and deliver through the Federation to the District's Payroll Office an assignment authorizing deduction of membership dues in the Federation. Such authorization will continue from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct the regular monthly dues from a regular salary check of the employees during each calendar month. With respect to all sums deducted by the District pursuant to said authorizations, 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.

2. Any employee in the bargaining unit who has applied for Political Action Fund (PAF) payroll deduction, may sign and deliver through the Federation 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 will continue in effect from year to year unless revoked or changed in writing from the Federation Office 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.

B. Upon appropriate written request from an employee, the District shall deduct from the salary of the employee and make appropriate remittance for the following approved deductions:

- Approved Charitable Organizations
- Medical Insurance (School District #1 Health & Welfare Trust) Fixed or Variable Tax Deferred Annuity Plans
- I.R.C. Section 125 Flexible Spending Account Plan

The District shall perform the same service for Federation members for any insurance plans offered exclusively by the Federation for Federation members, within the software and hardware constraints of the District payroll system.

Upon appropriate written request from an employee, the District shall deduct from the salary of the employee and make direct deposit to a checking and/or savings account.

C. The District may withhold from an employee's final paycheck any amount of overpayment that results from an employee who has been issued equal monthly paychecks pursuant to Article 25.B and has terminated employment during the school year. The District warrants and agrees to indemnify, defend, and hold the Federation harmless for any withholding under this Section (Article 9, Section D).

ARTICLE 10 – PERSONNEL FILE

A. Each employee shall have the right, upon request, to review the contents of the District's official personnel file. Materials received prior to the date of employment by the District are excluded from employee review. Only one such official personnel file shall be maintained by the District.

B. A representative of the Federation may, at the employee's request, accompany the employee and/or review their personnel file. The employee may respond to or answer any document in the file. The response shall be placed therein and attached to the document to which it is related.

C. A representative of the Federation shall have access to an employee's personnel file in order to perform their duties as the exclusive bargaining representative of bargaining unit members.

D. An employee will be provided with a copy of any materials placed in their official personnel file by the District.

E. Anonymous materials shall not be placed in the official personnel file.

F. An employee may request in writing to the Human Resources department that oral warnings or oral reprimands be removed from their official personnel file after two (2) years, provided that no subsequent such entries have been made into the official personnel file.

G. At the employee's request, Letters of Expectation shall be removed from an employee's personnel file after four (4) years. Requests must be submitted in writing to the Human Resources Department.

H. The employee may place in their file any material that they feel is pertinent to their professional career, performance and qualifications.

I. Any official grievance filed by any 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.

ARTICLE 11 – JOB DESCRIPTIONS/POSITION GUIDE

A. Job description

1. Employees new to the District and/or employees who have changed positions shall be given a copy of the District's job description applicable to their job classification. PPS generally maintains job descriptions accessible on the PPS internal site. If an employee cannot locate their job description, the employee may request a copy of their job description from the Human Resources Department, which will make reasonable efforts to respond within fifteen (15) days of the request.
2. When significant substantive changes are made to a job description, the District will make good faith reasonable efforts to notify the Federation.

B. Position guide

1. Upon assignment to a new worksite or request by an employee, the supervisor shall, within thirty (30) days, provide and review with the employee a written "position guide" or list of job tasks outlining the specific duties and responsibilities of the employee's work assignment. A copy of such position guide shall be placed in the employee's official personnel file.
2. An employee who believes that a substantial discrepancy exists between their written "position guide" and the District's job description applicable to their job classification may request a review as provided by Article 13.
3. If an employee has concerns about the "position guide" and their assigned tasks, the employee is encouraged to schedule a meeting with their supervisor.

C. Educational Assistants, Paraeducators, and Library Assistants shall be under the direction of a teacher or licensed staff member. Educational Assistants and Paraeducators assigned to a classroom shall be supportive of the teacher but shall not develop lesson plans or instructional programs. Lesson plans shall be in an area accessible for Educational Assistants and Paraeducators. Library Assistants shall not develop lesson plans or instructional programs. Such employees shall be given administrative support in dealing with disruptive students.

D. The District will conduct an annual orientation program within ninety (90) days of following July 1. The District will continue to meet its obligations under ORS 243.804(1)(b) related to the Federation's right to meet with employees during new hire orientations. For new employees hired after the start of the school year, the District will provide orientation on a monthly basis. The District will instruct newly-hired employees to attend orientation. The Federation will not grieve an individual's attendance.

E. Local school building office personnel shall not be responsible for formal discipline of students. Local school building office personnel will be responsible for monitoring students while they are in the office, but will not be solely responsible for the supervision of students during an in-school suspension or other prolonged periods where the need for supervision is foreseeable. The employee can request assistance from the administrator or their designee.

F. Employees will have access to a computer, photocopier and printer in the worksite/building to carry out their duties. Employees who are expected to make confidential calls or attend a confidential meeting may request access to a private area during the contract day.

ARTICLE 12 – POSITION VACANCIES AND ANNOUNCEMENTS

A. Vacant positions which the District anticipates will continue for more than six (6) months shall be posted, for the purpose of providing opportunity to existing employees to make application for such positions. Such positions shall be posted for not less than five (5) workdays providing that the delivery of services would not be substantially disrupted by delay caused by the posting. Educational assistant and paraeducator vacancies of six (6) hours or more for the subsequent school year which become known between April 1 and July 15 shall be posted by the District.

B. Except where provided elsewhere in this Article, bargaining unit members shall be entitled to apply for any posted position. Employees who are interviewed shall be notified of the outcome promptly following any final decision by the District.

C. Vacant positions need not be posted when:

1. The vacancy is to be filled by assignment or promotion of a regular employee.
2. The position to be filled is by an employee, who is unassigned, or an employee returning from a leave of absence, or an employee having recall rights from layoff.
3. The position is less than three (3) hours.
4. The vacancy is to be filled by the administration initiated transfer of an employee. The reason for such transfer shall be discussed with the employee, and, whenever possible, the employee's preferences shall be considered. The Federation shall be notified of such transfers.
5. The vacancy is to be filled by the employee who had been bumped from that position.
6. The vacancy for the subsequent year became known after July 15 and prior to the beginning of the position's work year.

D. Nothing in this Article shall be interpreted as restricting the District in determining who is selected to fill a vacancy. The selection decision by the District shall not be grievable.

E. The District shall provide the Federation with the names of the persons hired for positions posted as required by this Article.

F. Employees may make their transfer preferences known through the applicant management system. The District retains sole discretion to grant or deny transfer requests. Transfer requests are not subject to the grievance procedure.

G. An employee who requests and accepts a transfer is not eligible to apply for a subsequent transfer to a comparable position within the same school year. Employees remain eligible to apply to positions for the purpose of promotion or increase in hours within the same school year, even if they have already transferred.

H. Employees permanently transferred to a new worksite due to program needs shall be given at least five working (5) days' notice prior to the transfer taking place, unless the transfer is necessary to meet a specific, unforeseeable student need.

ARTICLE 13 – PROMOTIONS AND RECLASSIFICATIONS

A. An employee who is promoted to a position of higher classification, but after a reasonable period of time not exceeding six (6) months is unable to demonstrate a satisfactory level of performance in that position, shall be entitled to return to a position comparable to the one held prior to their promotion providing a vacancy exists. In such case, the employee will be placed on the salary schedule at the salary step they would have realized had the promotion not occurred.

B. For the purpose of this Article, “promotion” shall mean the assignment of an employee from their present position to a position having a higher salary classification than the one previously held as the result of being selected for an open position. Reclassification shall mean that a position occupied by an employee is changed to a higher salary classification but the employee remains in the position. An employee who is promoted or reclassified will be salary placed using the initial salary placement process in Article 25.C.

C. An employee temporarily assigned the full duties and responsibilities of a higher salary level position for more than five (5) days shall be paid a minimum of five percent (5%) above their current hourly rate or the first step of the higher classification, whichever is the greatest, retroactive to the first day of the temporary assignment.

D. Employee requests for job assignment classification review shall be identified on the Contract Admin log. The outcome of the classification review shall be shared with the Federation prior to the District informing the employee of the outcome. If further discussion is necessary it will take place at Contract Admin. If it is determined that a change in classification is justified, the position shall either be reclassified or the work assignment restructured to comply with the existing classification. The effective date for any salary increase shall be the first day of the next pay period in which the original request for reclassification was made by the employee, provided the employee complied with the procedures for requesting a classification review.

ARTICLE 14 – CAREER DEVELOPMENT AND JOB TRAINING

A. CAREER DEVELOPMENT FUND

1. The District shall establish a career development fund in the amount of Fifty Thousand Dollars ($50,000.00) per contract year for the purpose of assisting employees seeking to upgrade and gain new skills. This fund shall be allocated as follows:
    - $7,000.00 for Occupational Therapists, Physical Therapists, Certified Occupational Therapy Assistants (COTAs), and Physical Therapy Assistants (PTAs),
    - $4,000.00 for Sign Language Interpreters and
    - $39,000.00 for all other bargaining unit members.

2. Uses of such funds shall be for the cost of enrollment in workshops, seminars, conferences, college courses, online learning catalogues or testing fees related to public education or work performed by members of the bargaining unit. Regional transportation, meals, lodging, and registration may be deemed appropriate expenses. Meals shall be reimbursed at the IRS rate, which shall be adjusted annually.
3. Requests for use of funds must be submitted through the employee's supervisor with final approval by the District prior to taking the course. The Federation shall receive a report at the end of each semester containing the requests submitted to the supervisor and the final decision of the District. To receive reimbursement, an employee must provide verification of successful completion of the work as soon as possible following completion of the work. Reimbursement will be made no later than twenty (20) business days following the submission of all required documentation.
4. Up to Five Thousand Dollars ($5,000) per year of the CD funds may be used to pay for substitutes for those taking job-related trainings for which CD funds have been accessed.
5. Should a PFSP employee receive a "University Reduced Enrollment Fee Privilege" (voucher) via PPS lottery for two-thirds (⅔) of a course instructional fee, they may apply for the remaining one-third (⅓) to be paid from Career Development funds up to their personal maximum of $750 per fiscal year. The District will approve the request contingent upon the availability of funds per the limits established above (1).
6. 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. DISTRICT DIRECTED TRAINING

- 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.

- Staff who regularly work at more than one PPS worksite may choose which of their assigned PPS locations to perform asynchronous or virtual training lasting four or more hours.
- Asynchronous or virtual training lasting four hours or more may be done at alternate locations, with supervisor approval.

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.

Approval will generally be granted if funds are available, the elements above are met, and the training is consistent with PPS goals.

D. CLASSIFIED CONNECTIONS

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 participate with the District in a Joint Labor/Management Committee to facilitate the development and implementation of such program.

ARTICLE 15 – LUNCH AND REST PERIODS

A. The following chart provides the rest and lunch breaks based on shift length. Lunch breaks and rest period will be provided as close to the halfway point as is practicable.

Shift length	Rest breaks (15 min - Paid)	Lunch breaks (30 min - Unpaid)
Less than 2 hrs	0	0
2 hrs 1 min - 5 hrs	1	0
5 hrs 1 min - 6 hrs	1	1
6 hrs 1 min - 10 hrs	2	1
10 hrs 1 min - 14 hrs	3	2
14 hrs 1 min - 15 hrs	4	2
15 hrs 1 min - 18 hrs	4	3
18 hrs 1 min - 21 hrs 59 min	4	3
22 hrs	5	3
22 hrs 1 min - 24 hrs	6	3

B. The thirty (30) minute lunch break shall be continuous and duty-free. Employees who are required to be on duty during their thirty (30) minute lunch break shall, at the discretion of the supervisor, be given the equivalent time off at the end of the day or compensated for the duty lunch.

C. Whenever practicable, a Sign Language Interpreter shall be given a five (5) minute break from signing during the natural breaks in the instructional schedule.

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 non-work, non-paid 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 and qualified to perform the work needed for the additional hours. If there are multiple bargaining unit members willing, qualified, and available to perform such overtime, the work will be assigned based on seniority, from among those qualified to perform the work.
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 one hour after the end of the employee's work shift.

C. COMPENSATORY TIME

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

the overtime was worked unless mutually agreed otherwise by the District and the employee. Compensatory time may be accrued to a maximum of forty (40) hours.

D. MANDATORY OVERTIME FOR CAMPUS SAFETY ASSOCIATES

The District will continue to fill overtime positions for Campus Safety Associates by first soliciting volunteers to work available overtime. The District will apply the following procedure when necessary to assign mandatory overtime in non-emergency situations due an insufficient number of volunteers:

1. All Campus Safety Associates will be ranked on an overtime list in order by seniority with the most senior Campus Safety Associate being at the top of the list, and the newest Campus Safety Associate being at the bottom of the list at the start of each school year.
    a. Seniority will be determined by the number of years each Campus Safety Associate has been a Campus Safety Associate.
    b. The overtime list will be a rolling list. Once a Campus Safety Associate completes an assigned overtime shift, they will be placed at the top of the overtime list.
    c. Campus Safety Associates who are hired during the school year will be placed on the bottom of the overtime list once they have been hired.
2. Overtime will be assigned beginning at the bottom of the overtime list.
    a. If the person on the bottom of the list has already volunteered to work the event or is otherwise working for PPS at the time of the assignment, then the next higher person on the overtime list will be selected. The Campus Safety Associate at the bottom of the list will remain at the bottom of the overtime list for the next time the list is used.
3. Campus Safety Associates assigned overtime will be compensated for a minimum of four (4) hours at the overtime rate. This provision only applies to overtime of a call-back nature.
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. A letter of expectation shall not be considered disciplinary.

B. An employee who is disciplined has the right to use the grievance procedure pursuant to Article 20. 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.

   In the case of discharge based upon unsatisfactory work performance of an employee, the arbitrator shall be limited to considering the following:

   1. Was the employee warned?
   2. Was the employee given an opportunity to improve?

C. An employee shall have access to the Employee Handbook and District policies.

D. An employee shall have the right to attach a written statement to any written warning or reprimand and have such statement placed in their personnel file.

E. An employee shall have the right to have a representative present at any meetings which the employee believes may result in discipline, except such right will not exist when the meeting is related solely to the evaluation of the employee's work performance. Prior to such a meeting, the employee will be provided written notice of the general nature of the issue to be discussed and the right to a representative present during the meeting.

F. Whenever practicable, discipline shall be administered in private and shall be progressive. Progressive discipline shall mean verbal warning, written warning (which may include placement on probation, including improvement expected), suspension without pay, and termination. The nature of the offense shall determine where progressive discipline is initiated.

G. If a complaint from a parent, co-worker, or other non-supervisory third party is used to support discipline, the employee shall be given the name of the complainant and copies of the complaint or the supervisor's documentation thereof.

H. At the conclusion of the investigation, an outcome will be issued and retained. The outcome shall be issued within thirty (30) calendar days of the conclusion of the investigation, unless there are extenuating circumstances. An employee who reports a complaint will be notified when an investigation is complete.

I. Employees shall be expected to return from leave immediately upon expiration of leave. Failure to return from leave or being absent from work without any grant of leave for three (3) or more consecutive workdays shall be considered job abandonment, and the employee will be terminated. If any employee is unable to report to work for circumstances beyond their control, they will be on unpaid leave until the situation is investigated and resolved.

J. The probationary period for newly hired employees will be six (6) calendar months. The purpose of the probationary period is to evaluate the employee's suitability for continued employment. Probationary employees may be discharged only for just cause as required by Oregon law. In reviewing discipline or discharge of a probationary employee pursuant to Article 20, the arbitrator shall give substantial deference to the employer's judgment regarding the employee's suitability and shall not substitute their judgment absent a finding that the employer's decision was arbitrary, discriminatory, or made in bad faith.

ARTICLE 19 – 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 evaluation may include but is not limited to: establishing performance standards and outcome measures, recognition of an employee's efforts, as well as planning for improvement. Issues of 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 generally occur every other year by May 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. Within ninety (90) days of hire date, probationary employees shall receive informal feedback on their performance from their supervisor or designee. The employee may request a meeting with the supervisor to discuss the feedback.
    1. The parties agree that informal interaction and feedback is valuable. PPS will work to have supervisors provide such feedback to a new employee within the first month of employment. An employee may always request a meeting with a supervisor to discuss feedback.

E. The Human Resources Department will consult with the Federation in developing an outline of best practices to be used in conducting employee evaluations, and the Federation may raise the topic for discussion in Contract Administration meetings.

F. If 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 performance within a reasonable time period established by the District.

G. The judgment of an employee's work performance by an evaluating supervisor shall not be the subject of a grievance. A grievance concerning an evaluation shall be limited to an allegation that the evaluation was done in bad faith or clearly untrue. The burden of proof shall rest with the grievant. Such grievance shall be filed at the next administrative level above that of the evaluator and that administrator shall provide a written decision within ten (10) working days of any hearing. If the grievance is not resolved, it may be appealed by submitting a written statement to the Human Resources Department within ten (10) working days following receipt of the administrative written decision. The written statement must clearly set forth why the previous decision is in error regarding the allegation of bad faith or being clearly untrue. The Director of

Labor Relations, or designee, may review the record of the grievance and/or conduct a hearing and shall issue a written decision within ten (10) working days following such review or hearing. Such decision shall be final.

H. The Federation will be provided with a copy of the current Evaluation Form/Tool used to evaluate classified members of PFSP. Any updates to this evaluative form will also be provided to the Federation before being used to evaluate employees.

ARTICLE 20 – GRIEVANCE PROCEDURE

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

SECTION 1

DEFINITIONS

A. A "grievant" is an employee or group of employees who initiate a complaint alleging that the employee or group of employees have been directly injured through a violation of the terms of this Agreement. The term "grievant" also includes the Federation with respect to grievances growing out of an alleged violation of its organizational rights under this Agreement.

B. "Grievance" shall mean an allegation by an employee or group of employees that they have been directly affected by a violation of this Agreement. The term "grievance" shall not include and this grievance procedure shall not apply to any of the following:

    1. Any matter as to which the Board of Education is without authority to act.

    2. Any matter for which a specific administrative or judicial remedy has been prescribed by State and/or Federal Statute, such as employment discrimination, health and safety, etc.
    3. Any dispute concerning whether any part of this Agreement became effective or ceased to be effective.

C. The term "days" shall mean workdays excluding weekends and holidays.

STEP 1

A. Since the purpose of this procedure is to settle grievances equitably and informally if possible, at the lowest possible administrative level, a thorough discussion of the complaint shall be conducted by the grievant and the supervisor or administrator, who has approved the action which has caused the employee to be aggrieved, to seek grounds for resolution of the problem.

    Federation grievances alleging violations of organizational rights may be addressed at Contract Administration.

B. In the event the problem cannot be resolved at Step 1 A., the grievance shall be submitted to their immediate supervisor in writing within thirty (30) calendar days of the alleged violation. The immediate supervisor shall respond within ten (10) days following the date the grievance was presented with a decision in writing. If the aggrieved is not satisfied with the step 1 decision, the aggrieved has ten (10) days from that date of receiving the decision letter to appeal to step 2.

STEP 2

If no settlement is reached at step 1B, the grievance may be appealed by submitting a written statement to the Director of Labor Relations or designee within ten (10) days. Grievances regarding discipline or discharge shall be filed at step 2 within ten (10) days of the alleged violation. Within ten

(10) days following receipt of the step 2 grievance, a hearing regarding the appealed grievance will be held with the grievant and their representative and a written decision shall be provided within ten (10) days following the conclusion of such hearing.

STEP 3 — ARBITRATION

Insofar as the District's decision is alleged by the grievant to be a violation of a specific provision of this Agreement, the grievant, through the Federation, may appeal the decision to an arbitrator according to the following procedures:

Within thirty (30) days of the District's decision, the grievance may be appealed to arbitration by requesting that the Oregon Employment Relations Board furnish a list of seven (7) arbitrators. The parties shall then meet to alternately strike one name from the list until one remains and such person shall be the arbitrator. In the alternative, the parties may jointly agree upon a person to serve as arbitrator.

A. An employee may not appeal to arbitration without approval of the Federation and without notice to the District of the appeal to arbitration.

B. The arbitrator shall issue a written decision within thirty (30) days of the close of the hearing or submission of briefs, whichever occurs later.

C. The decision of the arbitrator shall be binding on all parties provided: (1) the arbitrator must restrict the decision to interpretation of the Agreement and may not deduct from or add to or expand this Agreement; (2) is in accordance with the legal meaning of this Agreement; (3) is based on substantial evidence; and (4) does not result in an obligation to pay money beyond amounts budgeted for the particular item of purpose in the current budget. The arbitrator may not award punitive damages.

D. Should either party wish to seek review of an arbitrator's decision, proceedings must be instituted in a court or agency of competent jurisdiction within thirty (30) days of the effective date of the arbitrator's decision.

E. Costs charged by the arbitrator shall be fully borne by the losing party in the arbitration.

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 kept to a minimum and must be mutually consented to in writing by the parties involved at any time.

D. 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.

E. The Board and its administrators will cooperate with the grievant in the investigation of any grievance, and further will furnish the grievant or their representative with such necessary and readily available information as is requested for the processing of any grievance.

F. 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 of the conduct complained of, and failure to do so shall preclude resort to such other remedies.

G. A representative of the Federation may be present at all steps of the procedure. The Federation will be notified promptly of the terms of the final decision or settlement of any written grievance.

ARTICLE 21 – LEAVES

Leaves provided under this Article are intended to meet the legitimate needs of employees. 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 18.

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

DEFINITIONS

DOMESTIC PARTNERSHIP
For the purpose of this article, a "domestic partnership" is defined as one which two (2) persons share the same permanent residence for at least six (6) months immediately preceding the signing of an Affidavit and intended to continue indefinitely; Have a close personal relationship with each other; Are not legally married to anyone; Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon; Are each eighteen (18) years of age or older; Were mentally competent to consent to contract when the domestic partnership began; Are each other's sole domestic partner; and Are jointly responsible for each other's common welfare including "basic living expenses."

IMMEDIATE FAMILY
"Immediate family" shall be interpreted to mean the employee's:

1. Spouse or domestic partner;
2. Child (biological, adopted, stepchild, or foster child),
3. Spouse's or domestic partner's child, or the child's spouse or domestic partner;
4. Parent (biological, adoptive, stepparent, foster parent, or legal guardian),
5. Parent of the employee's spouse or domestic partner, or your parent's spouse or domestic partner;
6. Sibling or stepsibling or their spouse or domestic partner;
7. Grandparent or grandparent's spouse or domestic partner; grandchild or your grandchild's spouse or domestic partner; or
8. Any person who you are connected to, like a family member.

This definition is not intended to exclude polyamorous relationships that are recognized by the City of Portland Ordinance 2026-074.

A. SICK LEAVE

1. Employees who are employed on a regularly scheduled basis of half time or more shall accrue sick leave at the rate equivalent to one (1) day for each month worked. Any employee shall receive the accrual providing they work fifty percent (50%) of the scheduled month worked. The use of accrued sick leave shall be limited to instances of personal illness of the employee including medical appointments or up to four (4) hours per year for blood donations.

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 or school year. Other employees shall be credited at the rate of one (1) day for each month worked.
3. Sick leave days may be accumulated by employees only if not used in the year for which they were granted. Total unused sick leave which can be accumulated shall be unlimited.
4. When an employee has exhausted their accumulated sick pay credits, they shall be entitled to additional credits of one (1) day for each year of service at two-thirds (2/3) the daily rate of pay. Employees shall be entitled use of such credits on a one (1) time only basis.
5. Employees shall not be credited with any sick leave days with respect to periods during which they are on leave of absence from work for the District of more than one (1) month duration; their accumulated sick leave shall not be charged with days of sickness during such leave; and they shall not be paid for days of illness during such leave except when the illness or injury is the factor which entitled the employee to the leave in question.
6. An employee assigned to work beyond the scheduled work year, or during summer school, may charge absences due to personal illness to their sick leave account.
7. The District will establish a Sick Leave Bank for use by employees who have exhausted their sick leave. The Federation can solicit voluntary contributions up to one thousand five hundred (1500) hours per year. The guidelines for use of the Sick Leave Bank will be jointly developed by the District and the Federation but shall include the following:
    a. Sick Bank hours will be given to those unit members who have an injury or illness that is of a critical or life-threatening nature.
    b. The employee must have exhausted all of their accumulated sick leave and vacation hours.
    c. To be eligible, an employee must have been employed by the District for two (2) years or more.
    d. Request for use of the Sick Leave Bank will be jointly approved by the Federation and the District. Requests of less than five (5) days or more than twenty (20) days will not be approved.
    e. The Bank will not be used in association with a workers' compensation claim.
    f. Employees' contributions to the Bank shall not be for less than four (4) hours.

B. OTHER PAID LEAVES

1. Family Illness
    a. All employees shall receive up to three (3) additional days leave per year with pay in case of illness of a member of the employee's immediate family.
        i. The following language will replace paragraph a above, effective July 1, 2028: All employees shall receive up to four (4) additional days of leave per year with pay in case of illness of a member of the employee's immediate family.
    b. In the event that emergency conditions arise, an extension of family leaves shall be determined upon merits of the individual case by Human Resources.
    c. Family illness may be utilized for parental leave.

d. After utilizing the available days for family illness leave, the employee may charge against their accumulated sick leave when additional time is needed to provide care for a member of the employee's immediate family.
e. The District may require a physician's statement verifying the illness of the family member.

2. Absence Due to Quarantine or Isolation
    a. An employee's absence from work because of quarantine or isolation to prevent the spread of a communicable disease by the appropriate public health official shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay. Quarantine or isolation pay will not extend past the standard quarantine or isolation period established by the local public health authority, but in no event shall it exceed thirty (30) days.
    b. To qualify for quarantine or isolation pay under this Section, an employee must be fully vaccinated (if a vaccine is available) as defined under guidelines set by the federal and state health authority, including any boosters.

3. Bereavement Leave
    a. An employee shall be permitted an absence of up to one (1) day without loss of pay to attend the funeral of a relative or friend. An additional day may be granted by the District in consideration of distance and difficulty with travel arrangements.

    b. An employee who is absent because of a death in their immediate family shall be permitted up to five (5) days.

    c. The parties acknowledge that employees may be eligible for additional time for bereavement under the Oregon Family Leave Act, and nothing in this Agreement is intended to limit such entitlement.

4. Emergency/Personal Business Leave
    a. Employees employed on a regularly scheduled basis shall be entitled to emergency leave of three (3) days per work year without loss of pay.
    b. Emergency leaves may be used: In the case of unanticipated circumstances beyond the employee's control and for which prior planning cannot be made.
    c. Personal leave may be used 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.
    d. Emergency/personal business leave 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. IMMIGRATION AND CITIZENSHIP LEAVE

Use of Leave for Immigration and Citizenship. An employee may use time accrued in their family or personal leave banks for the purpose of addressing immigration or citizenship issues for themselves or members of their family in their immediate household. In situations where an employee has no such accrued leave, they may take unpaid leave for up to 20 hours.

E. 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.

F. UNPAID LEAVES

1. Special Leaves of Absence
    a. Employees who have been continuously employed for two (2) or more years may apply for a special leave of absence without pay. This may include requests for leave to pursue a degree in the Educational field with proof of program enrollment.
    b. The District shall exercise its discretion in the granting of such leaves. Such leaves shall not exceed one (1) year without special authorization by the Superintendent.

c. A personal leave of absence of one (1) year shall be granted to an employee upon application. Such leaves may be used for travel, education, rest or recuperation or because of extended illness or injury, or other personal business. At the District's discretion one (1) additional year may be granted. There shall be a cap of twenty (20) unpaid personal leaves per school year. Applications received by February 1 shall be selected in order of seniority in the District.

2. Child Care Leave
    a. An employee covered by this Agreement shall be eligible for a child care leave (parental or adoption) for up to one (1) year. Other child care leave may be granted for a period of up to one (1) year. Extensions may be granted for medical reasons relating to the child. Child care leave under this Section will run concurrently with any leave protected by state or federal law, including OFLA, FMLA, and Paid Leave Oregon (ORS Chapter 657B).
    b. The District shall retain full control and authority to establish policies and regulations regarding the administration of such 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. PFSP Student Teaching Leave
    a. PPS recognizes the value of investing in employees who support our student and district vision. To support those pursuing a degree in education, PPS and PFSP agree to provide the following leave to support Student Teaching. Up to five (5) PFSP Student Teaching Leaves, which shall include up to three (3) months of District-paid insurance for employees already enrolled in the SD#1 Health & Welfare Trust, shall be granted yearly.
    b. Requirements and procedures for PFSP Student Teaching Leave:
        i. Application forms will be available in the Human Resources Department and from PFSP.
        ii. Candidates must consult with their Principal or immediate supervisor prior to submitting a leave request.
        iii. Applicants must have been employed by Portland Public Schools for at least two (2) years prior to the request for a PFSP Student Teaching Leave.
        iv. Completed applications:
            1. Must be sent to the Human Resources Department which will be presented to the PFSP Student Teaching Leave Committee for evaluation.
            2. Must include proof of program enrollment.
            3. Must complete their Student Teaching with a Portland Public School only and not another district to be eligible for this leave.
            4. For Fall/Winter student teaching, must be filed with Human Resources prior to the second Monday in February preceding the year of student teaching leave.

5. For Spring/Summer student teaching, must be filed with Human Resources prior to the second Monday in October preceding the Spring semester.
6. PFSP Student Teaching Leaves will not be considered a break in consecutive service for the purposes of calculating salary placement, seniority, or retirement credit.
7. PFSP Student Teaching Leave Committee
8. The PFSP Student Teaching Leave Committee shall be comprised of a PFSP Officer, two (2) additional PFSP members, and two (2) members from Human Resources.

c. Selection Criteria
    i. Length of Service in the PFSP bargaining unit
    ii. Other criteria established by the PFSP Student Teaching Leave Committee
d. Status While On Leave:
    i. An employee approved for a PFSP Student Teaching Leave shall be considered to be an employee of the District but is not performing work on behalf of, or serving as an agent of, the District while on leave.
    ii. An employee approved for a PFSP Student Teaching Leave shall retain rights of contract status, retirement, insurance, sick leave and automatic increases in salary as if they were working during the period of the leave.
    iii. In case of injury to, or other illness of, the PFSP member during leave prevents them completing the purpose of the leave, the PFSP Student Teaching Leave will be terminated and all provisions for medical leave will apply. These provisions will take effect on the first day of the next pay period following notification of illness to Human Resources and verified medical statements.
e. Status Upon Returning from PFSP Student Teaching Leave.
    i. Employees approved for PFSP Student Teaching Leave of absence shall follow the return from leave language in Section E.
f. Employees who complete the PFSP Student Teaching Leave and successfully complete their program are highly encouraged to apply for professional educator positions at Portland Public Schools.

4. Disability Leave

   Employees who become physically disabled may be eligible for a leave of absence as provided by the FMLA, OFLA, Paid Leave Oregon (PLO), or ADA or income replacement through long-term disability.

5. Military Leave

   The District shall be solely responsible for a military leave policy required by Oregon Revised Statutes (ORS).

6. Federation Leave

A leave of absence must be granted to any employee covered by this Agreement upon application by the Federation for the purpose of the employee serving as an officer of the Federation, up to three (3) FTE. Requests for additional positions will be considered by the District. The District shall continue to pay such employee(s) and provide benefits, with the exception of leave benefits, but will be reimbursed by the Federation for the cost of salary and fringe benefits. Upon return from such leaves, an employee shall proceed on the salary schedule as if they had been employed with the District each year of the leave.

The Federation agrees to consider carefully each request for release time for Federation members. Although leaves for short terms without loss of pay may be granted upon approval by the Office of the Superintendent, the Federation shall reimburse the District for the cost of salaries and fringe benefits.

7. Political Leave

Any employee covered by this agreement who has completed three (3) consecutive years of service with the District shall be eligible for a leave of absence for up to two (2) years for the purpose of campaigning for, or serving in, public office. The District shall exercise its discretion in the granting of such leaves.

E. RETURN FROM LEAVE

At the conclusion of a District-approved leave, the employee shall be returned to the position they formerly occupied or one that is comparable in duties and responsibilities. The District may require that the expiration of such leave coincides with the natural breaks in the school calendar so that continuity of services is maintained.

ARTICLE 22 – VACATIONS AND HOLIDAYS

A. VACATIONS

1. 260 DAY EMPLOYEES: Classified employees who are employed on a 260 day work year basis shall receive vacation with pay as follows:

MONTHLY ACCRUAL

Years of service completed	Days of Vacation	Rate of accrual per month
Less than 1 year	10 days	6.7 hours
1 year to less than 5 years	15 days	10 hours
5 years to less than 6 years	20 days	13.4 hours
6 years to less than 7 years	21 days	14 hours
7 years and greater	22 days	14.7 hours

2. Employees shall accumulate vacation credits at the appropriate above monthly accrual rate following completion of each month worked. For the purpose of this Article “month worked” shall mean on-the-job time, vacation time and authorized paid leave. New employees shall generally not be eligible to take vacation until completing one (1) year of service. Exceptions may be made upon approval of the employee’s supervisor. However, at no time shall an employee take paid vacation against time not yet earned.
3. 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. If there are concerns about scheduling vacation, the topic may be raised in contract administration for discussion and potential problem-solving. Supervisors will endeavor to notify 260-day employees by June 1 about any blackout periods for which vacations may not be approved for the following school year. The parties acknowledge, however, that a supervisor may identify a blackout period after June 1, in which case the supervisor will notify employees as soon as reasonably practicable.
4. The number of days carried over at the end of each calendar year shall not exceed two years’ accrual allowance. Any overage will be lost.
5. An employee who occupies a position having a work year of less than twelve (12) months and who transfers to a twelve (12) month work year 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 twenty-two (22) 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.

B. HOLIDAYS

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

    a. New Year's Day
    b. Martin Luther King, Jr. Day
    c. President's Day
    d. Memorial Day
    e. Thanksgiving Day
    f. Labor Day
    g. Veteran's Day

2. All employees whose regular work year includes Juneteenth, Independence Day and/or Christmas Day shall receive a paid holiday for those days.
3. The District, however, reserves the right to change the number of days designated as paid holidays provided that in so doing, it does not reduce the number of paid holidays.
4. With a minimum of thirty (30) days' notice, the District may use Presidents' Day as a make-up day.
5. An employee shall receive holiday pay provided the holiday falls on a scheduled workday of the employee and that the employee worked the nearest scheduled workday immediately preceding and following the holiday. Employees on vacation or authorized paid leave shall be considered as being at work. Employees whose work year is extended (no break in work year, continues employment) by the school or department will be accorded holiday pay for Juneteenth and July 4th, provided they meet the criteria established earlier in this section.
6. Employees who are members of a religious faith may be absent without loss of pay up to two (2) days per year specified by that faith as religious holidays which require participation during the workday in religious observances.

ARTICLE 23 – INSURANCE

A. HEALTH AND WELFARE BENEFITS

1. The District shall contribute to the School District No.1 Health and Welfare Trust (the "Trust") the amount necessary to maintain health insurance benefits that are substantially similar to those provided in 2026 for full-time eligible bargaining unit members, their eligible dependents, spouses, and domestic partners, minus the established employee premium cost share. The Federation shall select the insurance plan(s) and carrier(s) to be provided. The amount of the District's monthly contribution in 2026 will not exceed $1,666 (one thousand six hundred sixty-six dollars) per eligible, enrolled full-time employee per month and will be calculated as follows:
    a. The total monthly premium cost (after the buy down amount approved by the Trust, if any) for all eligible, enrolled full-time employees (total premiums) minus the total employees' monthly premium cost share (employees' share) divided by the total number of eligible, enrolled full-time employees (total full-time employees).
2. The amount for January 1, 2027 until December 31, 2027 will be calculated in fall of 2026 using the same formula when premium costs for 2027 are known. The District's contribution will not exceed $1,749 (one thousand seven hundred and forty-nine dollars).
3. The amount for January 1, 2028 until December 31, 2028 will be calculated in fall of 2027 using the same formula when premium costs for 2028 are known. The District's contribution will not exceed $1,854 (one thousand eight hundred and fifty-four dollars).
4. The amount for January 1, 2029 until December 31, 2029 will be calculated in fall of 2028 using the same formula when premium costs for 2029 are known. The District's contribution will not exceed $1,984 (one thousand nine-hundred eighty-four dollars).
5. The employees' monthly premium cost share will not decrease during the term of this Agreement.
6. The District shall contribute for health insurance benefits for enrolled part-time employees (those regularly working twenty (20) hours or more but less than thirty (30) hours per week) the amount necessary to maintain health insurance benefits that are substantially similar to those provided in 2026 for part-time eligible bargaining unit members, their eligible dependents, spouses, and domestic partners, minus the established employee premium cost share for part-time employees.
7. Full-time and part-time employees working at least half time and working through the entire standard school year will have eligibility for benefits to continue until the September 30 following the end of the school year except those hired after January 15 wherein benefits will continue until July 31, unless the employee has been guaranteed continued employment in the next school year, in which case benefits will continue.
8. The District will monthly submit to the Trust the full agreed upon employee-paid portion of health insurance contributions.
9. 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.

10. 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

1. 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.
2. 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 subject to the seniority provisions of Article 27.
3. If a member of the bargaining unit represented by the Union is absent due to a compensable injury as defined in ORS 656.005(7), the District will continue to provide medical, dental, and vision premium payments at the same level as immediately prior to the date the employee's absence began. Such period shall not exceed one hundred eighty (180) calendar days for one (1) injury, unless the employee has paid sick leave remaining beyond the 180-calendar day period, in which case the District will continue to provide such premium payments until the paid sick leave has been exhausted.
4. In accordance with Article 23, Section B of the parties' Collective Bargaining Agreement, bargaining unit members may supplement their workers compensation check for time lost. The District's obligation to continue insurance payments as set forth in paragraph 1 does not depend on whether employees elect to supplement their time loss benefits with sick leave.

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 established Board policy, OSHA, IDEA, Federal and State regulations.
    a. An employee shall have the right to refuse to expose themselves to immediate danger created by an unsafe working condition when such danger threatens substantial bodily harm. When appropriate, PPS will work with the employee to develop (or review) and implement a safety and/or behavior support plan for the student. Safety and behavioral support plans will be reviewed for fidelity of implementation prior to any location changes for the student or employee. The employee shall give notice of the condition to their supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected.
    b. When a student has a Behavior Support Plan that necessitates the engagement of other staff to assist with behavior issues, the site shall have a communication plan to enable an employee to access support.

2. The District shall provide indoor break space free of students for employees.
3. Safety Committee: The District shall comply with Oregon Occupational Safety and Health Administration (OSHA) regulations regarding workplace safety committees and will make good faith reasonable efforts to include a bargaining unit member on such safety committees.
    a. Appointment to such committee shall be voluntary.
    b. Employees will not be responsible for conducting the Safety Committee.
    c. The names of the members of the safety committee will be shared in writing at each worksite.
    d. The process for reporting a concern will be shared with employees.
    e. Concerns that may be reported to the safety committee include concerns about heat, cold, doors locking,and windows/blinds.
    f. The District and the Federation will discuss concerns about safety at their contract administration meetings, including ideas for how the safety committee(s) may be effective and development of a Safety Committee Inspection Checklist.
4. The District shall comply with all state and federal OSHA requirements to post notice when non-routine cleaners, paints, sealants and other chemicals are to be used at the worksite and shall take all reasonable steps, in good faith, to post such notices as required by state and federal OSHA. This will include required postings about injury reporting and safety committees in the building.
5. Emergency protocols
    a. The District shall assure that there are emergency protocols at all worksites, including non-district worksites where PFSP employees work.

b. These protocols shall include procedures for supporting employees who experience Physical Attack/Harm and/or Threat/Causing Fear of Harm.

i. In any case of Physical Attack/Harm or reasonable threat of causing harm, the employee must immediately report it to the immediate supervisor, with prompt follow up in writing to the supervisor.

ii. The District will create and maintain a packet of materials for employees who experience Physical Attack/Harm at work. The packet will include:

1. Information about workers' compensation
2. Incident report form/online report
3. The Employee Assistance Program

iii. If a student physically harms an employee, the employee will report the incident to the building principal or supervisor and file an incident report. Additionally, the employee may take the following actions:

1. Take a respite break to seek care or gather themselves, if needed.
2. Request a meeting with the building principal or supervisor to discuss support, concerns, and next steps.

iv. Student-facing staff will be offered training in relevant de-escalation strategies. Such training will be available no later than January 1, 2027.

6. School Climate Teams

a. The District will make good-faith reasonable efforts to include a member of the bargaining unit on a school's climate team.

7. Duty Supervision. The District will make good-faith reasonable efforts to have at least two staff/adults on duty assignment. When that does not occur, the employee should notify their supervisor of any concerns so that the supervisor can address the concern.

B. WORKING WITH STUDENTS ON IEPS AND 504 PLANS

1. In accordance with applicable state and federal law and District policy, classified employees assigned to support a student with specialized needs shall be provided access to student records necessary to perform their assigned duties. As applicable, this access includes the student's IEP, 504 plan, or behavior intervention plans.
2. Classified staff who interface with a student on an IEP/IFSP/504 (e.g. School Secretary, School Administrative Assistant, Security personnel, Campus Safety Associates, Sign Language Interpreter) may request the following information from student Case Manager: Behavior Support Plan, Safety Plan, protocols and accommodations as allowed by FERPA. Such access shall be provided to ensure their personal compliance with IEP accommodations and protocols.
3. The employee may request additional training or assistance in performing these duties or developing strategies to manage behavior. Examples of type of training include:
    a. Positive behavior intervention supports;
    b. Proper lifting techniques;
    c. Lifting equipment (back supporter, mechanical lift);

d. De-escalation;
e. Safety equipment (e.g., bite guards, spit guards, protective gloves, etc);
f. Bloodborne pathogens;
g. Training by special needs nurse for delegated health services (e.g., diapering, tube feeding, injections, etc).

4. The supervisor will arrange to provide the assistance that they determine is reasonably appropriate.

C. 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 or when reasonable precaution has been made to protect property. A secure area shall be made available to all employees. Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or workers' compensation reimbursement. Reimbursement shall not be made for losses of less than Five Dollars ($5.00) or that portion in excess of One-Thousand ($1000) and shall not be made when carelessness or negligence on the part of the employee was evident.
3. 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 property including automobiles.
4. Employees shall not be required to transport students. However, if an employee's supervisor has requested the employee to transport students, and the employee chooses to do so, the District will reimburse the employee for damages done by students to the automobile up to a maximum of One-Thousand ($1000). The District may require verification of damage(s) and cost of repair.
5. The District shall provide, on a fully paid basis, bodily injury, liability and property damage insurance coverage, to the limits carried by the District for the use of automobiles owned, leased or hired by a unit member while in the normal course of their duties as an employee of the District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the unit member. The District may require as condition to this coverage that before the vehicle is used on District business, the unit member provide a license of insurance showing that they have at least the minimum amount of insurance required to license a vehicle in the State of Oregon.
6. The District will reimburse the unit member for any deductible cost the unit member is required to pay, as a result of an on- duty accident, not to exceed One-Thousand ($1000). Reimbursement will not be made if the unit member is convicted of or admits to driving under the influence of intoxicants or with a suspended license at the time of the accident.

D. FINGERPRINTING

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

ARTICLE 25 – COMPENSATION

A. SALARIES

1. Salary schedules are set forth and incorporated in the appendices of this Agreement. All appendices shall increase as follows:
    a. 2% effective January 1, 2027;
    b. 2.5% effective July 1, 2027; and
    c. 2.75 % effective July 1, 2028.
2. Effective July 1, 2023 and on July 1 each year thereafter, eligible employees will receive a step increase. Eligible employees are those that are not at the top step and have been at their current step for six months prior to the date the step is granted.

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 than August 1 of any given year. Employees hired after August 1, but prior to the first payroll cutoff date in September, shall be notified of the opportunity to make their selection prior to the first payroll cutoff date in September. Employees who do not submit a selection will be paid on a twelve (12) month basis. The method of payment cannot be changed during the course of the scheduled work year.
2. There will be no change to the method of payment in subsequent years unless the employee makes such an indication in writing to the Human Resources Department prior to August 1 of any given year.
3. Employees hired after the payroll cutoff in September shall receive their salary prorated over the remaining pay periods in the scheduled work year.
4. For an employee who selects payment on a ten (10) month basis, the last payment shall be subject to three (3) months of authorized payroll deductions, e.g., employee contributions to health and welfare insurance, organization dues, credit union, etc.

C. INITIAL SALARY PLACEMENT

Salary placement of new employees shall be determined by the District but with the following considerations:

1. One (1) step on the salary schedule granted for each one (1) year or major fraction thereof full-time related work experience.
2. The following exceptions will be granted: Applicants with a Bachelor's Degree and no related work experience shall be placed at step two (2); applicants with a Master's Degree or higher and no related work experience shall be placed at step four (4); applicants with a degree and related work experience shall be placed on an appropriate step as outlined in the PFSP Initial Salary Matrix.

PFSP Initial Salary Matrix			
Years of experience	Degree		
	None/AA	Bachelors	Masters
0	Step 1	Step 2	Step 4
1+	Step 1	Step 2	Step 4
2+	Step 2	Step 3	Step 5
3+	Step 3	Step 4	Step 6
4+	Step 4	Step 5	Step 7
5+	Step 5	Step 6	Step 8
6+	Step 6	Step 7	Step 8
7+	Step 7	Step 8	Step 8
8+	Step 8	Step 8	Step 8

3. Official transcripts must be submitted to the Human Resources Department within sixty (60) days of hire for applicants to be placed on the salary schedule based on awarded degrees. The District shall maintain the transcripts in the employee's personnel files. In the event that an employee is determined not to have their official transcripts on file once the probationary period is completed, the District shall reimburse the employee for any fees associated with their resubmission.
4. Applicants for Paraeducator and Educational Assistant positions, who have previous experience as a Paraeducator or Educational Assistant, or experience working as a substitute Paraeducator or Educational Assistant, in a PK-12 school setting shall be given experience credit on the following basis:
    a. 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
    b. 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).
    c. Verification of experience shall be made by the Human Resources Department.
5. 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

1. If, after initial hiring, a PFSP represented employee earns a degree, they shall be increased on their current Salary Appendix as follows:
    a. One (1) step for a BA or BS
    b. Two (2) additional steps for an MA or MS
2. In the event that an employee on Appendix F received an additional credential, they shall move across the appropriate column but will remain on the current step.
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

1. 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.
2. The District will make good faith reasonable efforts to provide at least 14-days notice of a change to affected employees.

F. EXTENDED HOURS AND DAYS

In the event that an employee works additional and/or extended hours and days outside of their regular work year, for example, Summer School/Scholars, Extended School Year (ESY), summer programs as needed, etc. employees shall be paid their regular rate of pay, including steps, for the same type of work and this extended work shall be covered under this Agreement. Employees shall receive all protections provided by this Agreement while working such extended hours/days. The District maintains the right to determine the work, the schedule and the hours during the summer months.

G. BONUS PAY

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

H. ADDITIONAL DUTIES

1. OUTDOOR SCHOOL/SIMILAR OVERNIGHT EVENTS: An employee who volunteers, is assigned, and attends Outdoor School or other similar overnight academic events with students, will be reimbursed for their mileage and meals and receive a $75 per day stipend. Employees will also be paid for actual time worked beyond the regular scheduled work day, including overtime in accordance with Article 16.A.
2. BUS RIDER STIPEND: Employees who volunteer and are assigned to ride the bus with a student to and/or from the student's home shall receive a stipend of ten dollars ($10.00) per day for each route assigned. For the purpose of this Agreement, a route is defined as a one-way trip. For example, an employee who rides to and from school with a student shall

receive $20.00 (twenty dollars). This stipend will increase to fifteen dollars ($15.00) effective July 1, 2028.

I. PERSONAL VEHICLE USE

Employees who are required to use their personal vehicles for travel on behalf of the District during on-duty time, shall be reimbursed at the current I.R.S rate. 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 that required to license a vehicle in the State of Oregon. An employee required to travel to two (2) or more work sites shall receive mileage reimbursement provided they have met the above stated certification requirements.

J. SCHEDULE

The Federation and the District agree that if the District implements a biweekly or semi- monthly payroll system, that the provisions of Article 25 relating to payroll checks shall be modified to allow a biweekly payroll.

K. SECOND LANGUAGE STIPEND

1. If the regular duties of an employee include the regular use of a second language, the employee shall be paid a 5% annual stipend in monthly installments. The stipend will remain in place until the employee changes classification or location at which time the stipend will be reviewed and approved by the building administrator or supervisor.
2. Positions that require a second language will receive the stipend without annual review or approval.
3. Employees whose job classification requires the use of their second language shall not be eligible for this stipend. This provision does not apply to Bilingual Educational Assistants, or Sign Language Interpreters.

L. CAMPUS SAFETY ASSOCIATES

Campus Safety Associates who complete fifteen (15) hours off-duty of related inservice training shall receive a Two Hundred Sixty Five Dollars ($265) stipend. Verification of the completion of such inservice training must be on file with the Human Resources Department. In order to receive the stipend, a Campus Safety Associate must, by October 31st, provide the Human Resources Department with proof of the inservice training taken. If proof is received by October 31st, the payment shall be included in the November paycheck.

Campus Safety Associates, with approval of their supervisors, may arrange their daily work schedules so that time required for designated evening duties, such as home visitations, and other community related activities, fall within the regular eight (8) hour workday. Campus Safety Associates will be provided with the necessary equipment as required by the supervisor to perform their duties and responsibilities. If a uniform is provided by PPS to Campus Safety Associates or Security Services personnel, PPS will offer that uniform in a range of sizes and work with Campus Safety Associates or Security Services personnel to ensure that they receive a properly fitting uniform.

1. Campus Safety Associates shall be entitled to two (2) professional leave days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved in advance by the employee's supervisor.
2. The District shall provide inservice training for Campus Safety Associates.
3. The District will provide training to all Campus Safety Associates in blood borne pathogens and first aid within sixty (60) days of their first day of employment as Campus Safety Associates.
4. The District shall be responsible for recertification costs for Campus Safety Associates.
5. Shift Differential: Campus Safety Associates and Leads in the Graveyard/Swing Shift shall receive a shift differential of $1.00 (one dollar) per hour, additional to their base rate of pay.

ARTICLE 26 – REDUCTION OF STAFF

This article shall not apply to less than half-time employees or employees that have not successfully completed their probationary period.

SECTION I. SCHOOL CLOSURE

In the event of a school closure or merger, all unit members from the merging school(s) initially will be assigned proportionately to the receiving school(s) or work locations(s). Preferences for preliminary assignment to the new school or work location shall be honored based upon the seniority of the unit member, unless the requirements of the position make the request impracticable. Employees who are not selected for assignments in the receiving schools, will be unassigned within classifications at the merged schools pursuant to Section II below.

SECTION II. LAYOFF, BUMPING AND UNASSIGNMENT

A. NOTICE: In the event staff reductions become necessary, the District shall give the Federation as much advance notice as is practicable of anticipated reductions and offer to meet with the Federation to discuss reductions before implementing such reductions.

B. SENIORITY:
    1. For purposes of this article, length of service is defined as the length of continuous service in a bargaining unit position. The District will unassign, bump, and layoff personnel in the inverse order of their length of service.
    2. Prior to laying off or reducing work hours of employees who regularly work half-time or more, the District shall consider eliminating less than half-time assignments.

C. ORDER OF LAYOFFS: Staff reductions shall be accomplished within job classifications based on length of service. An employee whose position is eliminated due to such reduction, shall be entitled to “bump” the least senior employee in the employee’s job classification (see Appendix A) or any other classification in which the employee has worked for the District in the last three (3) years.
    1. If a vacancy exists in a position that is paid equal to or lower than the employee’s current position, the employee may be offered the assignment at the District’s discretion.

D. BUMPING & SENIORITY EXCEPTIONS:
    1. The District may exempt a less senior employee from unassignment, bumping, or layoff based on one or more of the following reasons: racial balancing, gender balancing, special qualifications or skills, areas of experience, program and levels of training.
    2. 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.
    3. PFSP will have the opportunity to review and provide feedback within 72 hours of notification from PPS for exceptions the District is considering for approval. In the absence of such exemptions, length of service shall be followed.

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 provided by this Article, and this Agreement shall be terminated.

G. RECALL:
    1. Employees who are laid off, shall be rehired in inverse seniority order into future vacancies within their classifications in assignments for which they are qualified prior to employment of a new hire. Such rights of recall shall extend for a period of fifteen (15) months from the day of layoff.
    2. 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 for a position comparable to the one from which they were laid off, and who rejects such an assignment, shall relinquish all rights provided in this Article and Agreement, and shall be terminated.
    3. Employees who are laid off and then rehired to a new classification within their recall period shall be reinstated with seniority rights accumulated as of the day of their layoff.
    4. Employees are responsible to provide the District up to date information and must respond within seven (7) calendar days from the time of notice to accept or reject such an assignment. Failure to respond within seven (7) calendar days shall constitute rejection of the assignment and such employee will relinquish all rights provided in this Article and Agreement, and shall be terminated.
    5. Placement in support of students subject to 504 funding shall be voluntary. In the case of unassignments, choosing to not be placed in support of students subject to 504 funding shall not waive Recall Rights nor Seniority Rights. It is understood that an Educational Assistant agreeing to be placed in 504 support may be returned to work out of Seniority order.

H. LATE HIRES: Employees who are hired on or before the first day of the second semester who are laid off and rehired into a regular position within five (5) months of their date of layoff, shall be given credit for time worked and attain rights of recall as described above.

I. NOTIFICATION OF ASSIGNMENT:
    1. 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 notify affected employees, in writing, of changes in staffing plans that occur during the summer recess.
    2. 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:
    1. 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 whose total hours are reduced more than sixty (60) minutes per day, or when hours are reduced sufficiently to reduce their benefit, may reject the reduction in hours, and exercise their seniority for reassignment.
    2. Employees shall not be entitled to "bump" into a position with greater FTE than their previous assignment. If a vacancy exists in a position that is paid equal to or lower than the employee's current position, the employee may be offered the assignment at the District's discretion.
    3. Temporary hours may be added at the District's discretion, but shall not be included in determining reduction in hours, bumping, or recall.

K. RESTORATION OF HOURS: In the event the number of hours of work are reduced for any employee or group of employees within a department or school, and budget funds are restored to that department or school within the following twelve (12) months, the District shall, when practicable, give priority to reinstating the hours to the affected employees before hiring additional staff in the employee's classification within the department or school. In addition, if the position is reinstated before the beginning of the employee's scheduled work year following its elimination, the employee may return to their previous position. An employee whose work hours are reduced may submit an online application indicating the positions for which the employee is interested.

L. UNASSIGNED EMPLOYEES: An employee declared unassigned at the end of the academic year, but who has been given reasonable assurance of continued employment by the District, shall be placed on a list of such employees for assignment in accordance with Article 12.C.2. The District, when practicable, shall consider preferences of the employee, which shall be collected and recorded in a standardized manner.

M. NOTIFICATION TO THE FEDERATION:
    1. The Federation shall be provided with the names of all unassigned employees, their preferences per Section L, above, and the staffing placement.
    2. The Federation shall be provided a report quarterly of the employees eligible for recall; the positions in which they are eligible under Section C, above; their seniority date; and the date of expiration of their recall window.

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 – EARLY LEARNERS: Employees at Early Learning 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 the Oregon Department of Education (ODE) as Comprehensive School Improvements (CSI) within the last three years 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.

R. EXCEPTION TO BUMPING AND PLACEMENTS – 504 EAs: Educational Assistants that support students subject to 504 funding are exempt from bumping due to special qualifications, areas of experience, program and levels of training. Educational Assistants that support students subject to 504 funding remain eligible to bump or fill vacant positions within the EA classification that do not support students subject to 504 funding. Placement into vacant Educational Assistant positions that support students subject to 504 funding will follow the requirements in Section II G.

ARTICLE 27 – SCHOOL IMPROVEMENT COUNCILS

A. PARTICIPATION

In accordance with HB 2991, each School Improvement Council shall include representation by a classified employee. This representative may be elected by classified employees at the individual building site.

B. MEETINGS

Classified Employees shall be compensated for their participation on the Council according to the provisions of this Agreement.

Participation in School Improvement Council meetings shall be voluntary.

C. TRAINING

Classified employee representatives will be included in all training programs offered to School Improvement Councils.

ARTICLE 28 – DURATION OF AGREEMENT

A. The effective date of this Agreement is July 1, 2026. This Agreement will continue in effect until June 30, 2029.

B. In the event that, under applicable laws, some other method of representation or some other applicable representative for the employees is elected, this Agreement shall not terminate, but shall be fully binding according to its terms upon any and all employees or successors to the Federation as exclusive representative of employees or portion thereof, except as to the representation of employees for whom the Federation remains the exclusive collective bargaining representative by law, such event shall terminate the rights and authority of the Federation under this Agreement

APPENDIX A – CLASSIFICATIONS

Classification Title	Salary Grade
Administrative Assistant	M
Administrative Clerk	G
Admin Professional Library Clerk	J
Administrative Secretary	G
Assistive Tech. Practitioner	Appendix E
Behavior Intervention Specialist	Appendix C
Book Clerk	G
Call Center Rep - Transportation	G
Campus Safety Associate (CSA)	Appendix B
Certified Drug & Alcohol Counselor I (CDAC I)	N
Certified Drug & Alcohol Counselor II (CDAC II)	N
Certified Drug & Alcohol Counselor III (CDAC III)	N
Certified Nursing Assistant (CNA)	I
Chief Clerk	M
Clerk	G
Certified Occupational Therapy Assistant	Appendix D
Community Agent	H
Department Receptionist	F
Educational Assistant - ELL	F + 5%
Educational Assistant - Gen Ed	F
Educational Assistant - Pre-K	F*
Electronic Publishing Tech.	M
Equipment Tech/Clerk	M
Family Service Worker - Head Start (FSW)	K
Finance Clerk	K
High School Bookkeeper	H
High School Career Coordinator	N
High School College Coordinator	N
HR Representative	J
Instructional Technology Assistant	H
Industrial Technology Assistant	L
Integrated Curriculum Development	N
Language Access Specialist	H
Library Assistant	H

Licensed Practical Nurse (LPN)	I
Low Incidence Disabilities Specialist	N
Occupational Therapist (OT)	N
Paraeducator	Appendix C
Paraeducator - Pioneer	Appendix C
Payroll Benefits Clerk	K
Physical Therapy Assistant (PTA)	Appendix D
Physical Therapist (PT)	Appendix G
Project Assistant - School	H
Registered Behavior Technician	Appendix D
School Adminstrative Assistant I	M
School Adminstrative Assistant II	H
School Adminstrative Assistant III	F
Security Specialist	M
Security Technician	J
Senior Admin Secretary I	K
Senior Admin Secretary II	K
Senior Clerk I	K
Senior Clerk II	G
Sign Language Interpreter	Appendix F
Site Technology Specialist	N
Special Ed. Assistant Trainer	K
Special Ed. Complaince Clerk	K
Student Attendance Monitor	G
Study Hall Monitor	H
Technician - Library Information Systems	N
Therapeutic Intervention Coach	Appendix C
Therapeutic Intervention Coach - Pioneer	Appendix C
Training Coordinator - SPED	M
Transportation Route Planner I	K
Transportation Route Planner II	M
Translation & Interpretation Rep	H
Virtual Scholars Mentor	H

** Unless the State-mandated rate is higher, see MOA on page 69.*

APPENDIX B – 12 month (260 day) & 10 month (192 / 202 / 210 / 225 day) hourly Salary Schedule

Effective January 1, 2027									
Grade	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**
Step 1	$21.07	$21.91	$22.72	$23.56	$24.40	$25.21	$27.17	$28.96	$36.01
Step 2	$21.91	$22.72	$23.56	$24.40	$25.21	$26.09	$28.01	$29.84	$37.78
Step 3	$22.72	$23.56	$24.40	$25.21	$26.09	$26.92	$28.88	$30.72	$39.25
Step 4	$23.56	$24.40	$25.21	$26.09	$26.92	$27.76	$29.77	$31.64	$40.94
Step 5	$24.40	$25.21	$26.09	$26.92	$27.76	$28.60	$30.69	$32.60	$42.76
Step 6	$25.21	$26.09	$26.92	$27.76	$28.60	$29.45	$31.64	$33.57	$44.65
Step 7	$26.09	$26.92	$27.76	$28.60	$29.45	$30.32	$32.62	$34.56	$46.59
Step 8	$26.92	$27.76	$28.60	$29.45	$30.32	$31.13	$34.31	$35.60	$48.66
Step 9	$27.73	$28.60	$29.47	$30.33	$31.24	$32.07	$35.34	$36.67	$50.13

Effective July 1, 2027									
Grade	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**
Step 1	$21.60	$22.46	$23.28	$24.15	$25.01	$25.84	$27.85	$29.68	$36.91
Step 2	$22.46	$23.28	$24.15	$25.01	$25.84	$26.74	$28.71	$30.58	$38.73
Step 3	$23.28	$24.15	$25.01	$25.84	$26.74	$27.59	$29.60	$31.49	$40.23
Step 4	$24.15	$25.01	$25.84	$26.74	$27.59	$28.46	$30.52	$32.43	$41.97
Step 5	$25.01	$25.84	$26.74	$27.59	$28.46	$29.32	$31.46	$33.41	$43.83
Step 6	$25.84	$26.74	$27.59	$28.46	$29.32	$30.18	$32.43	$34.41	$45.76
Step 7	$26.74	$27.59	$28.46	$29.32	$30.18	$31.08	$33.44	$35.42	$47.76
Step 8	$27.59	$28.46	$29.32	$30.18	$31.08	$31.91	$35.17	$36.49	$49.88
Step 9	$28.43	$29.32	$30.20	$31.09	$32.02	$32.87	$36.23	$37.59	$51.39

Effective July 1, 2028									
Grade	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**
Step 1	$22.19	$23.07	$23.92	$24.82	$25.70	$26.56	$28.62	$30.50	$37.92
Step 2	$23.07	$23.92	$24.82	$25.70	$26.56	$27.48	$29.50	$31.42	$39.79
Step 3	$23.92	$24.82	$25.70	$26.56	$27.48	$28.35	$30.41	$32.36	$41.34
Step 4	$24.82	$25.70	$26.56	$27.48	$28.35	$29.24	$31.36	$33.32	$43.12
Step 5	$25.70	$26.56	$27.48	$28.35	$29.24	$30.12	$32.32	$34.33	$45.03
Step 6	$26.56	$27.48	$28.35	$29.24	$30.12	$31.01	$33.32	$35.35	$47.02
Step 7	$27.48	$28.35	$29.24	$30.12	$31.01	$31.94	$34.35	$36.40	$49.07
Step 8	$28.35	$29.24	$30.12	$31.01	$31.94	$32.79	$36.14	$37.49	$51.25
Step 9	$29.21	$30.12	$31.04	$31.95	$32.90	$33.77	$37.22	$38.62	$52.80

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

Paraeducator			
	1/1/2027	**7/1/2027**	**7/1/2028**
Step 1	$24.48	$25.09	$25.78
Step 2	$25.40	$26.03	$26.75
Step 3	$26.31	$27.01	$27.75
Step 4	$27.23	$28.02	$28.79
Step 5	$28.16	$29.07	$29.87
Step 6	$29.08	$30.16	$30.99
Step 7	$29.99	$31.29	$32.15
Step 8	$30.91	$32.47	$33.36
Step 9	$31.79	$33.69	$34.61
Step 10	$32.75	$34.95	$35.91

Paraeducator - Pioneer			
	1/1/2027	**7/1/2027**	**7/1/2028**
Step 1	$25.60	$26.24	$26.96
Step 2	$26.57	$27.24	$27.98
Step 3	$27.51	$28.20	$28.97
Step 4	$28.50	$29.21	$30.01
Step 5	$29.46	$30.19	$31.02
Step 6	$30.42	$31.18	$32.03
Step 7	$31.39	$32.17	$33.05
Step 8	$32.34	$33.15	$34.06
Step 9	$33.28	$34.11	$35.05
Step 10	$34.28	$35.14	$36.11

Therapeutic Intervention Coach/Behavior Intervention Specialist			
	1/1/2027	**7/1/2027**	**7/1/2028**
Step 1	$25.59	$26.23	$26.95
Step 2	$26.55	$27.21	$27.96
Step 3	$27.54	$28.23	$29.00
Step 4	$28.50	$29.21	$30.01
Step 5	$29.42	$30.15	$30.98
Step 6	$30.41	$31.17	$32.02
Step 7	$31.38	$32.16	$33.04
Step 8	$32.36	$33.17	$34.09
Step 9	$33.29	$34.13	$35.06
Step 10	$34.29	$35.15	$36.12

Therapeutic Intervention Coach - Pioneer			
	1/1/2027	**7/1/2027**	**7/1/2028**
Step 1	$26.29	$26.94	$27.68
Step 2	$27.50	$28.19	$28.96
Step 3	$28.84	$29.56	$30.37
Step 4	$30.31	$31.07	$31.93
Step 5	$31.69	$32.48	$33.38
Step 6	$33.35	$34.19	$35.13
Step 7	$34.80	$35.67	$36.65
Step 8	$36.51	$37.42	$38.45
Step 9	$38.30	$39.26	$40.34
Step 10	$39.45	$40.44	$41.55

APPENDIX D – Special Education PTA and COTA

	1/1/2027	7/1/2027	7/1/2028
Step 1	$29.19	$29.92	$30.75
Step 2	$30.24	$31.00	$31.85
Step 3	$31.21	$31.99	$32.87
Step 4	$32.14	$32.94	$33.85
Step 5	$33.17	$34.00	$34.93
Step 6	$34.12	$34.97	$35.93
Step 7	$35.16	$36.04	$37.03
Step 8	$36.21	$37.12	$38.14
Step 9	$37.30	$38.23	$39.29

APPENDIX E – Assistive Technology Practitioner

	1/1/2027	7/1/2027	7/1/2028
Step 1	$32.20	$33.01	$33.91
Step 2	$33.13	$33.96	$34.89
Step 3	$34.12	$34.97	$35.93
Step 4	$35.10	$35.98	$36.96
Step 5	$36.17	$37.07	$38.09
Step 6	$37.22	$38.15	$39.20
Step 7	$38.04	$38.99	$40.06

APPENDIX F – Sign Language Interpreter

1. TEMPORARY CHANGE OF ASSIGNMENT

    a. An adequate amount of travel time shall be allowed for sign language interpreters who must change worksites during the day.

    b. When staff members are temporarily reassigned to a different location and the reassignment results in work time beyond their regularly assigned hours in a day, the additional time shall be compensated at the employee's regular hourly rate. Employees may submit the additional hours worked to their supervisor for review and approval.

    c. In the event of a student's absence or other changes regarding interpreting needs, the District will implement reassignment for the affected staff. Employees may request to be excused from such temporary work site changes. If the request is approved, no work shall be provided for that day, and the employee will be released without pay.

2. In the event of changes to the state licensure laws, both parties agree to hold expedited bargaining to make necessary changes to this agreement. The parties will work to promptly schedule the meeting after the passage of the law.

Salary Schedule

Effective January 1, 2027				
	EIPA AA	**EIPA BA/BS**	**RID Certified**	**Dual Credentialed**
Step 1	$31.85	$32.85	$33.83	$34.82
Step 2	$32.85	$33.83	$34.82	$35.81
Step 3	$33.83	$34.82	$35.81	$36.77
Step 4	$34.82	$35.81	$36.77	$37.77
Step 5	$35.81	$36.77	$37.77	$38.77
Step 6	$36.77	$37.77	$38.77	$39.82
Step 7	$37.77	$38.79	$39.82	$40.90
Step 8	$38.79	$39.84	$40.90	$42.01
Step 9	$39.96	$41.04	$42.14	$43.28

Effective July 1, 2027				
	EIPA AA	**EIPA BA/BS**	**RID Certified**	**Dual Credentialed**
Step 1	$32.65	$33.68	$34.68	$35.69
Step 2	$33.68	$34.68	$35.69	$36.71
Step 3	$34.68	$35.69	$36.71	$37.69
Step 4	$35.69	$36.71	$37.69	$38.71
Step 5	$36.71	$37.69	$38.71	$39.74
Step 6	$37.69	$38.71	$39.74	$40.82
Step 7	$38.71	$39.76	$40.82	$41.92
Step 8	$39.76	$40.84	$41.92	$43.06
Step 9	$40.96	$42.07	$43.19	$44.36

Effective July 1, 2028				
	EIPA AA	**EIPA BA/BS**	**RID Certified**	**Dual Credentialed**
Step 1	$33.55	$34.60	$35.63	$36.67
Step 2	$34.60	$35.63	$36.67	$37.72
Step 3	$35.63	$36.67	$37.72	$38.73
Step 4	$36.67	$37.72	$38.73	$39.78
Step 5	$37.72	$38.73	$39.78	$40.83
Step 6	$38.73	$39.78	$40.83	$41.94
Step 7	$39.78	$40.85	$41.94	$43.08
Step 8	$40.85	$41.96	$43.08	$44.25
Step 9	$42.09	$43.23	$44.38	$45.58

APPENDIX G – Physical Therapists and Occupational Therapists

192-days

1. Initial Salary Placement: Physical Therapists (PT) or Occupational Therapists (OT) will be placed on the schedule according to the degree earned (BA/BS, MA/MS, or Doctorate) and experience according to the following schedule:

Step 1	< 1 year
Step 2	1 year
Step 3	2 years
Step 4	3 years
Step 5	4 years
Step 6	5 years
Step 7	6 years
Step 8	7 years
Step 9	8 years
Step 10	9 years
Step 11	10 years
Step 12	11 years
Step 13	12 years

2. Years of part-time experience will be counted as one-half a year under this Section. Part-time will be considered at least 20 hours per week (.5 FTE).

3. The workday for Physical Therapists and Occupational Therapists shall be eight (8) hours including a minimum of thirty (30) minute duty-free lunch. Duty-free lunch time/mandatory breaks shall not be used for travel time between worksites. Physical Therapists and Occupational Therapists are salaried, exempt employees, the overtime provisions of Article 16 do not apply.

4. Physical Therapists and Occupational Therapists may not replace/substitute for an absent professional educator to provide classroom supervision/instruction. Physical Therapists and Occupational Therapists may provide student supervision when necessary.

5. Physical Therapists and Occupational Therapists shall have a designated workspace in the District, with access to a locking filing cabinet to ensure medical and educational document privacy/security as per HIPAA/FERPA.

6. Physical Therapists and Occupational Therapists may request access to a phone in a private area during the contract day, and a good-faith effort will be made to provide such access.

7. The District shall reimburse Physical Therapists and Occupational Therapists for tuition cost for up to six (6) non-cumulative hours in a 12-month period for which graduate credit is granted by a

college or university. Reimbursement will be for actual cost of tuition but not to exceed the tuition rate for graduate courses at Portland State University. Evidence of a passing grade must be provided to the District in order to receive reimbursement. In the event that appropriate coursework is not available through a graduate/undergraduate program, these funds may be utilized for tuition, registration, or enrollment fees for seminars, workshops, or other related professional conferences if approved by the supervisor. Except for tuition, the District shall make direct payment, if agreeable by the provider, following receipt of attendance confirmation.

8. Physical Therapists and Occupational Therapists shall be entitled to two (2) accumulative professional leave days per year, but the employee may not use more than four (4) such days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved by the employee's supervisor.
    a. Employees are required to perform all specialized duties mandated by the District, consistent with their professional licensure. Where such duties necessitate certification or training beyond basic state licensure, the District may, at its discretion, provide such training during the workday. In instances where the District does not provide the training directly, it shall provide the training outside of the workday. Required training outside the workday shall not diminish the employee's annual professional leave days or access to the Professional Improvement Fund.

9. A Professional improvement Fund as identified in Article 14 shall be available to Physical Therapists and Occupational Therapists for the purpose of attending conferences, seminars, and workshops related to the employee's work assignment. Tuition, registration or enrollment fees may be reimbursed as per paragraph 2 above. The group may submit its recommendations as to how the funds shall be distributed among the employees. Use of funds must have prior approval by the District. In light of their unique professional education obligations, transportation, meals, lodging, and registration will be deemed appropriate expenses and will be reimbursed at the IRS rate up to the maximum allowable amount per individual, as established in Article 14, provided, however, that they may attend national conferences.

10. When billing for Medicaid services, Physical and Occupational Therapists shall have their licensure renewal costs/fees from the Occupational Therapy Licensing Board and the Board of Physical Therapy paid for by the District.

11. Prior to the end of the school year, the District shall provide Physical Therapists and Occupational Therapists with the opportunity to consult with the administration regarding assignments for the subsequent year. Prior to a substantial modification of an assignment, i.e., relocation, the administration shall meet with the affected employee(s) to discuss the modification. In the case of involuntary transfer, absent specific program or skill requirements, the least senior employee shall be transferred. Upon request of an employee, the supervisor shall meet and consult regarding caseload and/or course load assignments.

12. Physical Therapists and Occupational Therapists who write IEPs shall be provided thirty-two (32) hours of released time, per year, for that purpose. An Occupational Therapist or Physical Therapist who attends an IEP meeting outside of their work day shall be paid at their hourly rate of pay for the duration of the meeting.

13. Early retirement incentive payments to teachers by the District shall also be provided to Physical Therapists and Occupational Therapists.

14. Individuals on the BA column who earn 60 additional job-related credits must submit official transcripts to HR for advancement to the MA salary column. For individuals with professional licenses, CEUs may be substituted for college credit at ten (10) clock hours of CEUs to one (1)

quarter hour of college credit. Salary adjustments will be made effective the first day of the following pay period.

15. Individuals who earn their OTD or DPT, which is required for their positions, must submit official transcripts to HR for advancement to the DPT or OPT salary column. Salary adjustments will be made effective the first day of the following pay period.

16. The District will establish a process for Occupational/Physical Therapists who are new to the profession or new to the District to receive mentorship and/or peer support from someone in the same discipline during the first year of employment in the District, based upon available peer support. If mentorship activities organized and/or assigned by the District extend beyond the contract day, extended hours will be provided.
    a. Within 90 days of ratification of this Agreement, the Federation and the District will form a combined committee with 3 members from the Federation and 3 members from the District for the purpose of developing this mentorship process.

Physical Therapists and Occupational Therapists Salary Schedule

Effective January 1, 2027			
	BA	**MA**	**DPT/OTD**
Step 1	$64,253.88	$76,625.46	$80,456.58
Step 2	$66,441.78	$79,233.60	$83,196.30
Step 3	$68,702.10	$82,145.70	$86,023.74
Step 4	$71,035.86	$84,709.98	$88,948.08
Step 5	$73,450.20	$87,593.52	$91,971.36
Step 6	$75,946.14	$90,568.86	$95,096.64
Step 7	$79,288.68	$94,554.00	$99,280.68
Step 8	$82,778.10	$98,715.60	$103,650.36
Step 9	$86,420.52	$103,058.76	$108,210.78
Step 10	$90,226.14	$107,593.68	$112,971.12
Step 11	$94,194.96	$112,328.52	$117,942.60
Step 12	$98,341.26	$117,270.42	$123,132.36
Step 13	$102,669.12	$122,432.64	$128,550.60

Effective July 1, 2027			
	BA	**MA**	**DPT/OTD**
Step 1	$65,860.23	$78,541.10	$82,467.99
Step 2	$68,102.82	$81,214.44	$85,276.21
Step 3	$70,419.65	$84,199.34	$88,174.33
Step 4	$72,811.76	$86,827.73	$91,171.78
Step 5	$75,286.46	$89,783.36	$94,270.64
Step 6	$77,844.79	$92,833.08	$97,474.06
Step 7	$81,270.90	$96,917.85	$101,762.70
Step 8	$84,847.55	$101,183.49	$106,241.62
Step 9	$88,581.03	$105,635.23	$110,916.05
Step 10	$92,481.79	$110,283.52	$115,795.40
Step 11	$96,549.83	$115,136.73	$120,891.17
Step 12	$100,799.79	$120,202.18	$126,210.67
Step 13	$105,235.85	$125,493.46	$131,764.37

Effective July 1, 2028			
	BA	**MA**	**DPT/OTD**
Step 1	$67,671.38	$80,700.98	$84,735.86
Step 2	$69,975.65	$83,447.84	$87,621.30
Step 3	$72,356.19	$86,514.82	$90,599.13
Step 4	$74,814.08	$89,215.49	$93,679.01
Step 5	$77,356.83	$92,252.40	$96,863.09
Step 6	$79,985.53	$95,385.99	$100,154.59
Step 7	$83,505.85	$99,583.09	$104,561.17
Step 8	$87,180.86	$103,966.04	$109,163.26
Step 9	$91,017.01	$108,540.20	$113,966.24
Step 10	$95,025.04	$113,316.32	$118,979.77
Step 11	$99,204.95	$118,302.99	$124,215.67
Step 12	$103,571.79	$123,507.74	$129,681.46
Step 13	$108,129.83	$128,944.53	$135,387.89

Add $2,000 for additional earned Doctorate(s), other than DPT or OTD, or Board Certification in fields related to assignment.

MEMORANDUM OF AGREEMENT #1

Between
Portland Public Schools
And
Portland Federation of School Professionals

This Agreement is between the Portland Public Schools, School District No. 1J, Multnomah County, Oregon ("the District") and the Portland Federation of School Professionals ("PFSP").

Background
The District has been awarded the Preschool for All grant from Multnomah County for the 2022-2023 school year to begin the transformational shift toward implementing universal PreK. An hourly rate gap exists between the PPS-PFSP salary scale for Educational Assistants and the minimum base pay required by Preschool for All legislation. The Preschool for All legislation only looks at salary; it does not allow us to include the value of benefits, which the District offers. These classrooms also require additional training and support from Educational Assistants.

Compensation + Classification Changes

In order to align with the Preschool for All grant requirements the District and PFSP agree to the following:

- A new classification and job description will be developed for Educational Assistants assigned to all PreK Classrooms (Headstart, Preschool Promise, and Preschool for All programs).
- The new PK Educational Assistant classification will be assigned to the same salary structure as current Educational Assistants, Appendix A Grade D.
    - For the 2022-2023 school year, employees in the PK Educational Assistant classification, regardless of their step placement, will receive an hourly rate stipend of $3.27.
    - For the 2023-2024 and subsequent school years, the hourly rate stipend amount will be adjusted based on factors such as cost of living and grant requirements to ensure the minimum hourly rate remains in accordance with the grant.
- PK Bilingual Educational Assistants may be eligible for the bilingual stipend as outlined in the PPS-PFSP contract; the 5% stipend will be applied after the hourly rate stipend is applied.
- Employee's paystub will reflect an hourly rate that encompasses the additional hourly stipend and it will not appear as a separate line item.

This agreement shall remain in effect for the school years in which the District is awarded the Preschool for All grant or until the base salary scale for Educational Assistants becomes in alignment with the grant

MEMORANDUM OF UNDERSTANDING #2

Between
Portland Public Schools
And
Portland Federation of School Professionals

The parties agree that the employee work year calendars for the 2027-28 school year warrants further discussion between the parties, and therefore agree as follows:

Work Year Calendars: Within 90 days following ratification of the contract, the parties will form a work group of up to four (4) PFSP members and up to four (4) District representatives to review the work year calendars and develop recommendations, with the goal that mutually agreed-upon recommendations would be implemented for the 2027-2028 school year.

MEMORANDUM OF UNDERSTANDING #3

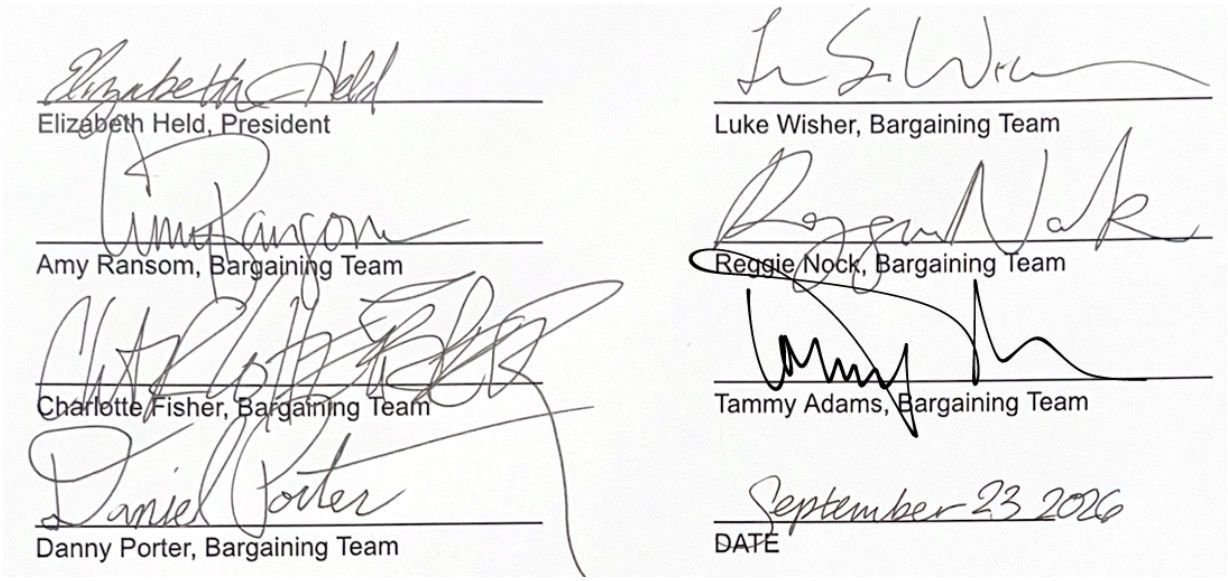
Between
Portland Public Schools
And
Portland Federation of School Professionals

The parties acknowledge that the technology related to generative Artificial Intelligence (AI) is evolving rapidly and can potentially have an impact on the working conditions of members of the PFSP bargaining unit, and the parties cannot reasonably anticipate the potential scope or nature of such changes or implementation across the District. The parties therefore agree:

1. During contract administration meetings pursuant to Article 3, the parties will have a standing agenda item to review any questions or concerns of PFSP related to generative AI implementation at the District.
2. In those contract administration meetings, the parties will discuss the impact of such implementation on the terms and working conditions of the members of the bargaining unit, and, where applicable, the training that may be needed to ensure that members of the bargaining unit are proficient with any such technology.
3. The District will not direct members of the PFSP bargaining unit to assume accountability for using generative AI to differentiate curriculum for individual students.
4. The parties acknowledge that the District has an obligation to provide notice and an opportunity to bargain if the District decides that it intends to implement generative AI Technology that could potentially replace or supplant work that is currently performed by members of the PFSP bargaining unit.

SIGNATURE PAGE

FOR PORTLAND FEDERATION OF SCHOOL PROFESSIONALS, by:



Elizabeth Held, President

Amy Ransom, Bargaining Team

Charlotte Fisher, Bargaining Team

Danny Porter, Bargaining Team

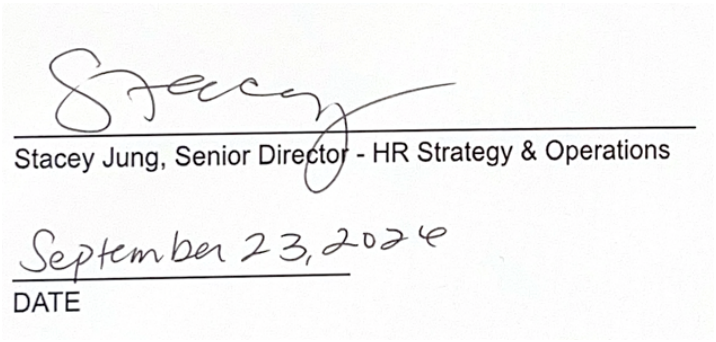
Luke Wisher, Bargaining Team

Reggie Nock, Bargaining Team

Tammy Adams, Bargaining Team

September 23 2026
DATE

FOR PORTLAND SCHOOL DISTRICT NO.1, MULTNOMAH COUNTY, OREGON by:



Stacey Jung, Senior Director - HR Strategy & Operations

September 23, 2026
DATE

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