



# Staff Analysis and Report to the Board

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**Board Meeting Date: August 28, 2018**

**Senior Lead: Sharon Reese, Interim Chief Human Resources Officer**

**Department Lead: Laird Cusack, Senior Director Employee & Labor Relations**

**SUBJECT: Amalgamated Transit Union (ATU) 2017-2019 Collective Bargaining Agreement**

## **I. BACKGROUND**

Bargaining started with the ATU unit in July of 2017, and concluded in a mediated tentative agreement on August 6, 2018. The tentative agreement covers wage, benefits, hours and working conditions for the bus drivers in the district. The ATU membership has ratified the tentative agreement. To conclude bargaining the Board needs to adopt the agreement. The tentative agreement is consistent with guidance received from the Board.

## **II. RELATED POLICIES/BEST PRACTICES**

This agreement is the last open contract in the District. The settlement provides competitive wages, benefits and working conditions to attract and retain bus drivers. On July 24, 2018, the Board implemented the majority of the wage increase provided in the tentative agreement for the 2018-19 school year to support bus driver recruiting efforts.

## **III. ANALYSIS OF SITUATION**

The tentative agreement is in line with the wage increases given in 2017-18 contracts in the District. The 2018-19 increases are higher to account for significant increases across the labor market for bus drivers. The benefit provisions are unchanged and are consistent with the other non-PAT unions involved with the benefits trust. The language changes are minor and do not impede the District's ability to provide the transportation services.

## **IV. FISCAL IMPACT**

2017-18 fiscal year \$85,000  
2018-19 fiscal year \$323,000

## **V. TIMELINE FOR IMPLEMENTATION/EVALUATION**

Once approved, the retroactive pay will be processed as soon as possible and the new wage rates will be implemented for the next payroll cycle.

**VI. STAFF RECOMMENDATION**

Staff recommends the Board approve the Resolution for the Superintendent to enter into this agreement.

**VII. I have reviewed this staff report and concur with the recommendation to the Board.**

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**Guadalupe Guerrero**  
**Superintendent**  
**Portland Public Schools**

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**Date**

**ATTACHMENTS**

*(List all supporting documentation, including resolution, etc.)*

- A. Resolution
- B. Contract

***PPS District Priorities FY 2018-19***

- 1. Set a clear Vision and Strategic Plan*
  - 2. Create equitable opportunities and outcomes for all students*
  - 3. Ensure systems and structures for performance*
  - 4. Allocate budget, funding and resources to achieve desired outcomes*
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# **AGREEMENT**



**between**

**AMALGAMATED TRANSIT UNION**

**and**

**PORTLAND PUBLIC SCHOOLS**

**2017 – 2019**

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**AGREEMENT**  
**between**  
**AMALGAMATED TRANSIT UNION**  
**and**  
**PORTLAND PUBLIC SCHOOLS**  
**2017 - 2019**

**PREAMBLE**

This Agreement is entered into by and between the Amalgamated Transit Union, hereinafter referred to as the "ATU" and School District #1, Multnomah County, Oregon, hereinafter referred to as the "District".

**ARTICLE 1: RECOGNITION AND APPLICATION OF THE AGREEMENT**

The District recognizes the ATU as the exclusive bargaining representative for its bus drivers and Type 10 Passenger Car Drivers as provided in Appendix D, excluding any supervisory or management employees and any temporary employees or contract employees. A temporary employee is defined as an employee who was hired to work less than six (6) consecutive months or was hired to replace an employee who is on either 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 or inconsistent with its terms. The provisions of this Agreement and specific modifications thereto found in the appendices shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District for employees covered by this Agreement. This agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all rights and obligations of the parties. Any changes to this agreement are subject to the written approval of the union and the district.
- B. In the event that any provision of this Agreement is or shall at anytime be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by the Agreement.
- C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, one (1) by ATU.
- D. The District shall print and provide sufficient copies to the ATU for distribution to all employees covered by the Agreement within sixty (60) days following ratification. The District shall provide a copy to all new employees.
- E. The Board, the ATU and their respective representatives shall take no action in violation of, or inconsistent with, any provision of this Agreement.
- F. The parties acknowledge that during negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subjects

appropriate for bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, except as otherwise expressly provided for in this Agreement, or as required by State collective bargaining law, the Board and the ATU agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject matter, during the term of this Agreement.

### **ARTICLE 3: CONTRACT ADMINISTRATION**

At the request of either party, representatives of the ATU and the District shall meet at mutually agreed times and places for the purpose of reviewing the administration of this Agreement.

### **ARTICLE 4: UNION RIGHTS**

- A. The ATU, through its representatives, shall have the right to transact official ATU business relevant to employees on School District property at all reasonable times, provided that it shall not interfere with or interrupt classes or other normal School District operations. Such rooms or other appropriate meeting facilities shall be made available for ATU use as requested without charge to the ATU, except that the Board may make reasonable charge when special service is required beyond normal operational practice.
- B. ATU representatives shall have the right to use School District facilities and office equipment when the same are not otherwise in use. The ATU agrees to pay the cost of all materials and supplies incidental to such use.
- C. ATU representatives shall make their presence known in advance to the appropriate administrative authority when visiting School District facilities. Such visits shall not interrupt work or disrupt normal School District functions.
- D. The ATU 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 ATU and its representatives shall have the right to post notices of activities and matters of ATU business and concern on staff bulletin boards. The ATU may use the District mailboxes for communications.
- F. The Board shall make available to the ATU upon written request to the Human Resources Department 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. Any request that requires information or material that is not readily available shall be provided to the union for the cost of production of that material.
- G. Copies of written work rules which are applicable to a classification of employees and issued by supervision after the execution of this Agreement, for which failure to comply may result in discipline of an employee, shall be faxed or sent by US mail to the ATU local office and ATU executive board officer 5 days prior to being posted or provided to the employees and their affiliated ATU union. The District shall send to the ATU by US Mail any draft changes to the Bus Drivers' Handbook and Procedures Manual by July 1. Upon employment or re-employment, a driver shall be given a copy of the Bus Drivers' Handbook, the current collective bargaining agreement, and the Oregon Pupil Transportation Manual.
- H. The ATU shall reimburse the District for the salary and benefit costs of any employee released from his/her work assignment to conduct business on behalf of the ATU excluding business conducted with the District.

## **ARTICLE 5: NO STRIKE**

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

## **ARTICLE 6: MANAGEMENT RIGHTS**

Except as expressly prohibited by the Agreement, the ATU 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 the right to determine their qualifications and the conditions of their continued employment or their discipline, termination, demotion, promotion or transfer;
- C. Assign and direct the work of all employees, and determine the number of shifts and hours and days of work and starting times and scheduling of all employees;
- D. Determine the policy affecting the selection, testing or training of employees;
- E. Establish the work and school calendar;
- F. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including any changes, automation, or institution of new methods or processes;
- G. Adopt rules, and regulations;
- H. Determine the location or relocation of its 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 subdivisions, buildings or other facilities;
- I. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
- J. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- K. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization; 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 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 ATU of any significant issues affecting employees covered by this Agreement.

**ARTICLE 7: PAYROLL DEDUCTIONS**

- A. Union Dues. Any employee who is a member of the ATU, or who has applied for membership, may sign and deliver through the ATU to the District's Payroll Office an assignment authorizing deduction of membership dues in the ATU. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and July 1 of any year. Pursuant to such authorization the District shall deduct the regular monthly dues from a regular salary check of the employee during each calendar month. With respect to all sums deducted by the District pursuant to said authorizations, the District agrees to remit such items within ten (10) days from the date of deduction to the ATU affiliate.
- B. The District will supply to the ATU the name, address, classification and date of hire of each newly hired or rehired employee on a monthly basis.
- C. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee for District-approved deductions, including but not limited to:
  - Approved Charitable Organizations
  - Health Insurance Premiums
  - Fixed or Variable Tax Deferred Annuity Plans
  - I.R.C. Section 125 Flexible Spending Account PlanUpon appropriate written request from the employee, the District will make direct deposit of wages to financial institutions as directed by the employee.
- D. The ATU agrees that it will indemnify, defend and save harmless the District and all persons acting on behalf of the District from all suit actions, proceedings, complaints, claims, liability or expense resulting from the implementation or enforcement of this Article or any provision thereof. In the event any such liability or expense is incurred or is claimed to exist, the District may withhold the amount thereof from any remittances which the District is to make to the ATU under provisions of this Agreement; but this provision for withholding remittances shall not be the exclusive remedy of the District.

**ARTICLE 8: MAINTENANCE OF BENEFITS**

No employee covered by this Agreement shall suffer any reduction in rate of pay or fringe benefits solely as a result of the execution of this Agreement excluding any changes to healthcare benefits under Article 16.

**ARTICLE 9: GRIEVANCE PROCEDURE**

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

SECTION 1

DEFINITIONS

- A. An "aggrieved" is an employee or group of employees who initiate a complaint alleging they have been directly injured through a violation of the terms of this Agreement. The term "aggrieved" also includes the ATU with respect to alleged violations of its organizational rights under this Agreement.



- B. A “grievance” shall mean a contention by an aggrieved that they have been directly injured by a violation of this Agreement. The term “grievance” shall not include and this procedure shall not apply to any 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 the 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 work days excluding weekends and holidays.

#### STEP 1

The grievance shall be submitted in writing to his/her immediate supervisor within ten (10) days of first such knowledge 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 appeal to step 2.

#### STEP 2

If no settlement is reached at Step 1, within ten (10) days the grievance shall be submitted in writing to the department head who shall promptly conduct an investigation. Grievance regarding discipline shall be filed at step 2 within ten (10) days of first such knowledge of the alleged violation. If the investigation includes a meeting where the aggrieved is present, s/he may be represented according to Section 2. Within ten (10) days following the investigation a decision, in writing, shall be rendered.

#### STEP 3

If the grievance is not resolved at Step 2, it may be appealed within ten (10) days to the Director of Labor Relations. The parties to this Agreement shall, within ten (10) days appoint members to a grievance committee. Grievance regarding discharge shall be filed at step 3 within ten (10) days of first such knowledge of the alleged violation. The Committee shall consist of four (4) members of which two (2) shall be appointed by the ATU and two (2) by the District. The Committee shall convene within ten (10) working days from the time its members are appointed and shall review the record of the grievance and may conduct a hearing on the grievance. Within ten (10) days of completion of the review or hearing, the Committee shall issue its decision in writing. A majority decision by the Committee shall be final and binding.

#### STEP 4

- A. If a majority opinion is not reached at Step 3, the ATU within thirty (30) calendar days shall notify the District in writing of intent to arbitrate and within ten (10) days of such notice, the Union shall request a list of arbitrators from the Employee Relations Board as provided in Step 5 below.

#### STEP 5 Arbitration

Insofar as the decision at Step 4 is alleged to be a violation of a specific provision of this Agreement, excluding claims of discrimination, the ATU may submit the grievance to arbitration according to the following procedures. The District shall be notified of said action.

- A. The arbitrator shall be selected from a list of seven (7) arbitrators from Oregon and Washington, provided by the Employment Relations Board. Each party shall then alternately strike one name from the list until one remains and such person shall be the

arbitrator. Nothing is intended to preclude the parties from mutually agreeing on an arbitrator.

- B. The employee may not appeal to arbitration without approval of the ATU and without notice to the District of the appeal to arbitration.
- C. The arbitrator must render his/her decision in writing within thirty (30) days following completion of the hearing.
- D. The arbitrator's decision shall be confined exclusively to the explicit provision(s) of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, detract from, remove, alter or amend or in any other way modify any provision of this agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. The arbitrator shall not substitute his/her judgment for that of either the District or the ATU.
- E. The decision of the arbitrator shall be binding on all parties, provided: (1) the arbitrator must restrict his/her decision to interpretation of the Agreement, (2) 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 or purpose in the current budget.
- F. 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.
- G. Cost charged by the arbitrator shall be fully borne by the losing party in the arbitration.

## SECTION 2

### GENERAL PROCEDURES

- A. The aggrieved must be present at Step 1 and may be present at all others. In processing the grievance, the grievant may:
  - 1. Represent himself/herself as described in Step 1 of this grievance procedure, or
  - 2. Be represented by his/her union at the union's expense.
- 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.
- 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 shall cooperate with the grievant in the investigations of any grievance, and further will furnish the grievant or his/her representative with such necessary and readily available information as requested for the processing of any grievance. The ATU shall pay any reasonable and necessary costs of the District in compiling and providing this information.
- 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 for the conduct complained of, and failure to do so shall preclude resort to such other remedies.

- G. A representative of the ATU may be present at all steps of the procedure. The ATU will be notified promptly of the terms of the final decision or settlement of any written grievance filed and may itself file a grievance based on an alleged inconsistency thereof with this Agreement within five (5) days from receipt of such notice.
- H. The District shall continue to provide for employees covered by this Agreement a separate grievance procedure with respect to issues arising solely under policies and regulations, which are not covered by this Agreement.

#### **ARTICLE 10: DISCIPLINE, DEMOTION AND DISCHARGE**

- A. No employee shall be disciplined without just cause. For the purpose of this Article, discipline shall include written warnings and reprimands (excluding evaluations) placed in the employee's personnel file, suspension or discharge.
- B. If a complaint, that is, an allegation brought by a citizen or non-supervisory third party is used to support disciplinary action, the supervisor shall cause the complaint to be reduced to writing and placed in the personnel file subject to state and federal laws. The name of the complainant shall be disclosed if the employee so requests.
- C. An employee who is disciplined or discharged has the right to use the grievance procedure.
- D. An employee shall have the right to request and have a representative present at any meeting, called by the supervisor, which the employee reasonably believes the information s/he gives may result in his/her being disciplined. Prior to such a meeting, the employee will be notified of its purpose. The right of representation will not exist when the meeting relates solely to evaluation of the employee's work performance.
- E. The probationary period for newly hired drivers is six (6) working months. Summer months are only included if the driver is assigned to a route during the summer. Termination of probationary employees shall not be subject to appeal.
- F. Prior to discipline, discharge or demotion as a result of unsatisfactory performance, an employee shall be given the reason, in writing, such action is to be taken. Prior to discharge or suspension, the Union shall be provided notice by fax or US Mail.
- G. Where the District determines that the nature of the offense is such that the unsatisfactory behavior or performance of the employee can be corrected and warrants continuance of employment, it shall so inform the employee, in writing, and provide the employee with an opportunity to correct the unsatisfactory performance.
- H. Where the District determines that the nature of the offense is such that immediate suspension is necessary, the employee may be suspended immediately from employment with the District until such charges are investigated by the Human Resources Department and a decision is made to continue or to discontinue that employee's employment. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.
- I. Oral warnings and discipline shall be administered in private and shall be progressive. Generally, progressive discipline prior to discharge shall include oral warnings, written warnings, and suspensions. The nature of the offense shall determine where progressive discipline is initiated. This section shall not apply to warnings related to safety issues.

The following are definitions and examples of progressive discipline schedules related to discipline for poor attendance and tardiness:

1. Late Report: A driver will be considered late for work if s/he checks in later than his/her established time. Drivers who have known absences on their routes and wish to check in at a later time than usual must be authorized by a supervisor or designee in order to do so.
2. No-Call/No-Show: A driver reports to work so late that his/her route has already been dispatched and the employee has not notified his/her supervisor or designee prior to his/her established check-in time.
3. Absence: Failure to attend work for one workday.
4. Occurrence: Failure to attend work for more than one consecutive workday. An occurrence will also be counted as an absence for the purpose of discipline.
5. If a driver reports to work so late that his/her route has already been dispatched, it will be up to the discretion of the supervisor or designee as to whether or not that driver will check in and go on duty. If a supervisor or designee has not arrived at work yet, that driver will check in and wait for the supervisor's arrival.
6. If it is determined that a driver shall check in or remain on duty, then that driver shall receive pay only for the actual time on duty, regardless of any guarantee.
7. Verification of Absence:  
All drivers shall be required to submit appropriate forms and verification upon return to work prior to receiving bus keys.
8. No Call, No Show for Assigned Work:
 

1st occurrence	One (1) day suspension without pay
2nd occurrence	Five (5) day suspension without pay
3rd occurrence	up to Termination
9. Late Report:
 

1st occurrence	Verbal warning
2nd occurrence	Written warning
3rd occurrence	One (1) day suspension without pay
4th occurrence	Three (3) days suspension without pay
5th occurrence	Ten (10) days suspension without pay
6th occurrence	up to Termination
10. Excessive Absence:  
Excessive absence is considered to be five (5) or more unexcused absences or three (3) or more occurrences involving unexcused absences in a consecutive ten (10) month period. Unexcused absences exclude FMLA/OFLA, Jury Duty, Work-Related Injuries, Bereavement Leave or other pre-approved leaves (e.g. pre-scheduled medical appointments.) Corrective action for excessive absence shall generally follow a schedule of progressive discipline.

The driver's supervisor shall make every effort to contact the individual to be disciplined within five (5) working days; however, it must be realized that there may be cases where extenuating circumstances exist.

## **ARTICLE 11: NONDISCRIMINATION**

In administering the terms and conditions of this Agreement, the parties agree to comply with applicable State and/or Federal Statutes and/or regulations regarding nondiscrimination, i.e., on the basis of age, sex, religion, race, physical handicap, marital status, political activity and association. It is the expressed intent of the ATU, 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 ATU 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 659.028 and 659.030.

## **ARTICLE 12: PERSONNEL FILE**

- A. Each employee shall have the right, upon request, to review the contents of his/her own personnel file in accordance with ORS 652.750. Only one official personnel file shall be maintained by the District for each employee.
- B. A representative of the ATU or counsel for the employee may, at the employee's request, accompany him/her in this review. An employee may request in writing to the Human Resources department that oral warnings or reprimands (excluding evaluations) be removed from his/her official personnel file after two (2) years, provided that no subsequent such entries have been made into official personnel file. Discipline in excess of an oral warning or reprimand except for suspensions, demotions or terminations may be removed from his/her personnel file after three (3) years upon request of the employee.
- C. The District shall provide an employee with a copy of any materials placed in his/her file. Materials placed in an employee's file shall bear the date of such placement. An employee may respond in writing within thirty (30) days to any material placed in such file and the response shall become part of the file.
- D. Anonymous materials shall not be placed in the personnel file.

## **ARTICLE 13: OVERTIME AND CALL BACK**

### **A. OVERTIME**

- 1. Overtime shall be work performed by an employee which is scheduled by the District prior to the completion of, or beginning of, the employee's shift and is in excess of eight (8) hours in one day or forty (40) hours in one week. Overtime shall be compensated at time and one-half of the employee's hourly rate. The overtime rate shall also apply to work performed on Saturdays and Sundays unless such days fall within an employee's regular work week assignment.
- 2. An employee scheduled to work on his/her regular day off shall be guaranteed a minimum of four (4) hours of work.

### **B. CALL BACK**

- 1. An employee called back to work after completing a shift shall be compensated at the greater of the following:

2. Overtime rate times actual hours worked (which shall include reasonable time of travel to and from his/her home, not to exceed twenty (20) minutes each way), or
3. Four (4) hours of straight time pay.
4. If the employee is called back to work on his/her regular day off, the minimum provided in A.2 will apply.

**C. EXTENSION OF WORK YEAR**

Work performed outside an employee's regular work year shall not be viewed as call back and shall not qualify for overtime unless it exceeds eight (8) hours in one (1) day or is performed on Saturdays, Sundays, or a holiday. The employee shall be guaranteed a minimum of four (4) hours straight time pay.

**D. OVERTIME ON HOLIDAYS**

An employee who works on a paid holiday (See Article 19) shall receive holiday pay plus his/her overtime rate for hours worked.

**E. 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 at the end of the next calendar month following the month in which the overtime was worked.

**ARTICLE 14: LUNCH AND REST PERIODS**

- A. Each employee working more than four (4) hours per day shall be entitled to a minimum of one-half (1/2) hour duty free lunch period without pay.
- B. Employees shall receive a fifteen (15) minute rest period during each four (4) hours of work not to exceed two (2) such breaks during a regular eight (8) hour day, whenever practicable.
- C. The parties agree to comply with ODE regulations.

**ARTICLE 15: 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 10. Except in extenuating circumstances, leave categories may not be combined for a period of continuous absence.

Sections A and B of this Article are intended to comply fully with the requirements of Oregon's Paid Sick Time law. The District shall grant paid leave to ensure compliance with the minimum requirements of Oregon's Paid Sick Time law as circumstances may require and notwithstanding any provision of this Agreement.

**A. SICK LEAVE**

1. Employees who are employed on a regularly scheduled basis shall be entitled to sick pay on account of sickness at a rate equivalent to one (1) day, based upon the employee's scheduled work. The use of sick pay shall be limited to personal illness of the employee, including medical or dental appointments. Sick leave may be taken in

half day or whole day increments. When sick leave is taken in a half-day increment and the employee is scheduled to work less than the daily minimum, the amount of the leave shall be equal to half of the employee's daily minimum hours. If the employee is scheduled to work equal to or more hours than the daily minimum, a half-day of sick leave shall be equal to the actual duration of the scheduled route.

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. Such advance credit is based upon one (1) day per month worked. If an employee uses the advance credit in excess of that which would be normal accrual and terminates employment, the District shall be entitled to recover from the employee's final paycheck, an amount of money equal to the amount paid for overused sick leave. Other employees shall be credited at the rate of one (1) day for each month worked. Employees working fifty percent (50%) of the month or more shall be accredited with a full day's sick leave. Accrual of sick pay shall continue during any period of absence covered by earned vacation time.
3. Sick leave days may be accumulated by employees only if not used in the year for which granted. Total sick leave which can be accumulated shall be unlimited.
4. When an employee has exhausted his/her accumulated sick leave credits, s/he shall be entitled, in the event of illness, to receive one (1) day for each year of service at two-thirds (2/3) of his/her daily rate of pay. Such additional allowance shall not accumulate and each year's allowance may only be used once.
5. Employees shall not be credited with any sick leave days with respect to periods during which they are on leave on 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. Employees who are absent five (5) consecutive days or more in a fiscal year, based upon the employee's work schedule, must submit a physician's statement upon return to work. Subsequently, the District may require a physician's statement after three (3) consecutive days absence, prior to returning to work. The District will reimburse employees for reasonable costs incurred as a result of the requirement to obtain a physician's statement, including lost wages, co-payments, and deductibles. The District will not be responsible for the employee's out-of-pocket costs for diagnosis or treatment of any medical condition.
7. The District will maintain a Sick Leave Bank, for which the ATU may solicit voluntary contributions from employees of up to five hundred (500) hours per year for use by employees who have exhausted their sick leave. The guidelines for use of the Sick Leave Bank will be jointly developed by the District and the ATU which will include the following:
  - a. Use of hours from the Bank shall only be approved in case of critical illness or injury of an employee.
  - b. The employee must have exhausted all of his/her accumulated sick leave and vacation hours.
  - c. To be eligible, an employee must have been employed by the District for two (2) years or more.

- d. Request for use of the Sick Leave Bank will be jointly approved by the ATU and the District. Requests of less than five (5) days or more than twenty (20) days will not be considered.
  - e. The Sick Leave Bank will not be used in association with a worker's compensation claim.
  - f. Employees' contribution to the Bank shall be for not less than four (4) hours nor more than one hundred (100) hours.
  - g. Employees who retire or resign may sign over any remaining sick leave balance provided such contribution does not exceed the annual aggregate limit of five hundred (500) hours.
8. When an employee is laid off, accumulated sick leave will be frozen, if the employee is recalled from layoff, such sick leave will be reinstated for that employee.

## B. OTHER PAID LEAVES

An employee who is on an authorized paid leave as provided by this Section shall receive no loss of pay or benefits.

### 1. Family Illness

All employees shall receive up to three (3) additional days per fiscal year with pay in case of illness of a member of the employee's immediate family. "Immediate Family" shall be interpreted to mean spouse, domestic partner, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters of the employee, and also any person living in the home with the employee (use of this leave shall be for instances where care or attention by the employee is necessary). In the event that emergency conditions arise, an extension of family leaves shall be determined upon the merits of the individual case by the Office of the Superintendent. Employees who commence employment after the end of the first semester shall be entitled to one-and-one-half (1.5) days of family illness leave. After utilizing the available days for family illness leave, the employee may charge against his/her accumulated sick leave when additional time is needed to provide care for a member of the employee's immediate family.

### 2. Absence Due to Quarantine

An employee's absence from work because of quarantine by the appropriate public health official shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay during such a period as a result of the quarantine; provided, however, that such quarantine is declared solely for the purpose of preventing the spread of a communicable disease to others.

### 3. Bereavement Leave

- a. An employee shall be permitted an absence of up to one (1) day to attend the funeral of a relative or friend, although one-half day would generally be sufficient. When, in his/her opinion circumstances demand it, the Superintendent shall authorize two (2) days leave to attend the funeral of a relative.
- b. An employee shall be permitted (5) consecutive days off with pay due to the death of a spouse, domestic partner, parent, biological child, adopted child, foster child, or stepchild of an employee's same-gender domestic partner. An employee shall be permitted three (3) consecutive days off with pay due to the death of a grandparent, grandchild, mother-in-law, father-in-law, brother or sister. An employee shall be



permitted three (3) consecutive days off with pay due to the death of a person living in the employee's home if the employee was responsible for the care of such person. Following an absence under this section of three (3) or five (5) days and upon request, an employee shall be permitted two (2) additional days of leave at two-thirds (2/3) of his/her scheduled salary. In the event of death during the employee's vacation time, the employee shall be entitled to the funeral leave provided by this Section in lieu of vacation time. Employees may be entitled to additional unpaid bereavement leave under the Oregon Family Leave Act.

4. Emergency/Personal Business Leave

- a. Employees employed on a regularly scheduled basis shall be entitled to three (3) days leave per work year without loss of pay under the following circumstances:
- b. In the case of unanticipated circumstances beyond the employee's control and for which prior planning cannot be made; or,
- c. 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. Such leaves shall not be used for recreation, other employment, union or political activities, or to extend other leave categories as provided by this Agreement, unless on an approved Federal Family and Medical Leave (FMLA) or Oregon Family Leave (OFLA).

5. Mandatory Court Appearances

- a. An employee subpoenaed to appear as a court witness shall be excused from his/her work assignment without loss of pay, provided that the employee shall submit any witness fee received to the School District Business Office along with a copy of the subpoena. In cases where the employee is a plaintiff or defendant to the action, absence will be without pay or, at the employee's election, emergency leave as provided in Paragraph 4. An employee required to appear in court as a co-plaintiff or co-defendant with the District shall be released without loss of pay.
- b. An employee subpoenaed for jury duty shall be excused from his/her work assignment without loss of pay provided that the employee shall submit any jury fee received to the School District Business Office along with a copy of the subpoena. On days when the employee is excused from jury duty, s/he shall report to his/her work assignment provided four (4) hours or more of his/her workday remains at the time s/he is excused; and provided that length of time on jury duty prior to excuse and his/her work day with the District shall not exceed his/her normal workday.

C. UNPAID LEAVES

1. No leave without pay will be granted until an employee has exhausted all paid leave.
2. Special Leaves of Absence

Employees who have been continuously employed for two (2) or more years may apply for a special leave of absence without pay. The Superintendent or Supervisor shall exercise discretion in the granting of such leaves. Such leaves shall not exceed one (1) year without special authorization of the Board. Employees on such leaves shall not be permitted to engage in remunerative service without the approval of the Superintendent.

Leaves under this Section shall be consistent with the Oregon Family Leave Laws and the Federal Family and Medical Leave Act of 1993.

3. Child Care Leave

- a. An employee covered by this Agreement shall be eligible for a child care leave (maternity, paternity or adoption) for up to six (6) months. The District may, upon written request, extend such leave for additional periods of time.
- b. An employee who returns to duty following a child care leave shall be entitled to any step increases received by other employees within his/her classification provided s/he was continuously employed for at least one-half (1/2) of his/her designated work year immediately prior to beginning the leave.
- c. The District shall retain full control and authority to establish policies and regulations in accordance with State statutes, regarding the administration of maternity and child care leaves. Such policies and regulations may include, but not be limited to: application procedures, requirements for physician statements, return procedures, etc. Such policies and regulations shall not be considered as part of this Agreement.

4. Federal Family Medical Leave Act and Oregon Family Leave Act

Family medical leave shall be granted according to the provisions of Federal Family Medical Leave Act and Oregon Family Leave Act (FMLA and OFLA). If there is a conflict in the two (2) statutes, the employee gets the greater benefit.

The District may require employees to utilize all accrued paid leave if on an approved FMLA/OFLA leave of absence.

5. Military Leave

The District shall be solely responsible for the establishment of a military leave policy required by ORS 408.210 through 408.290.

D. RETURN FROM LEAVE

Employees who are on an approved leave shall have the right to return to their position within twelve (12) months providing the position continues to exist.

**ARTICLE 16: INSURANCE**

A. HEALTH AND WELFARE TRUST

1. The District shall contribute to the School District No. 1 Health and Welfare Trust as provided in this Section. The District's contribution will be based on the amount necessary to maintain health insurance benefits that are substantially similar to those provided in 2017 for full-time eligible bargaining unit members, their eligible dependents, spouses and domestic partners, minus the employee premium cost share set for the 2018 benefit year, by tier, so long as the super-composite rate per full-time employee does not exceed \$1,355 per month. The super composite rate will be calculated on health, dental, vision, life, and long-term disability insurance benefits for each full-time eligible employee.

The employee's premium cost share contribution shall be made through a "lump-sum" deduction from his/her paycheck. Should the appropriate tax codes allow, said

deduction shall be made on a pre-tax basis upon proper authorization from the employee. Should the District's payroll system allow, said deduction shall be made on the employee's first (1<sup>st</sup>) paycheck of the month for which the contribution is made.

2. District contributions shall be for the cost of each insurance for participants in any of such plans, including eligible dependents of employees; provided that medical/hospitalization insurance shall be considered first priority and dental insurance shall be second priority. Before such payment is required with respect to an employee, the Trustees shall certify to the District that the employee has such medical/hospitalization coverage (1) through the Trust, or (2) from other coverage which is substantially equal to or greater than that provided by the Trust. The District will not offer a similar plan or other medical/hospitalization insurance coverage to employees, and will not provide cash payments thereto in lieu of its contribution to the Trust.
3. If, during the life of this Agreement, a federal or state health insurance program covering all members of the bargaining unit becomes mandatory and effective, the parties agree to meet and discuss the effect thereof upon the District contribution to the Health and Welfare Trust.

#### B. WORKER'S COMPENSATION

All employees of the District are eligible for State workers' compensation benefits. For absence due to a compensable injury as defined in ORS Chapter 656, an employee shall retain the compensation check that s/he receives for time lost. The employee may supplement his/her compensation check with accrued accumulated sick leave.

For purpose of this Paragraph, it shall be considered that an employee's "regular check" paid in a particular payroll period is for services during all that payroll period. For instance, a monthly check paid in August equaling one-twelfth (1/12) of the employee's annual salary shall be deemed compensation for services during August so that workers' compensation benefits received with respect to all or part of that month would be deducted from the amount regularly payable as compensation from the District for such month. Employees who are absent due to an on-the-job injury shall continue to accumulate vacation credits.

### ARTICLE 17: SAFETY

#### A. SAFETY

1. The District shall maintain safe working conditions in accordance with established federal and state regulations, board policies, and administrative directives. The District and employees covered under this Agreement should work to avoid or minimize hazards.
2. The parties agree to comply with Oregon OSHA and ODE regulations.
3. For accident guidelines, refer to the Bus Drivers' Handbook.

#### B. PHYSICAL EXAMINATIONS

1. In the interest of safety and the well being of students, employees and the public, the District and the ATU agree to the objective of a substance free workplace. The District, at its discretion, may require that new employees have a medical examination including substance testing.
2. Such examination of a current employee(s) may also be required:

- a. When supervision has reason to suspect employee conduct in violation of this drug and alcohol policy. Reasonable suspicion may be based on observations that the employer can describe, such as appearance, behavior, speech, breath odor, bodily symptoms, paraphernalia, or such other reasonable and responsible reason.
  - b. In the event of direct involvement or possible involvement in any type of accident or near-accident in which it can be shown that the employee's behavior, judgment, actions, or lack thereof reasonably contributed to the accident or potential accident, injury, or damage to property or equipment.
3. The District will comply with the Omnibus Testing Act of 1991 and will pay for post-accident, random, re-employment, and reasonable suspicion abuse testing.

#### 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. Reimbursement shall be at replacement costs (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses less than five dollars (\$5.00) or that portion in excess of four hundred dollars (\$400.00) and shall not be made when carelessness or negligence on the part of the employee was evident.

Employees shall cooperate and support the District in its investigation and resolution of any reported loss. The District will provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

#### D. FINGERPRINTING

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

### **ARTICLE 18: REDUCTION OF STAFF**

- A. The term "seniority" in this Article shall mean length of service as a bus driver with the District.
- B. In the event staff reduction becomes necessary, the District will release personnel in the inverse order of their length of service but may give consideration to special qualifications and experience, and minority employment. In the absence of such considerations and exemptions, layoff shall be based on seniority. The ATU shall be provided the opportunity to consult with the District when the necessity of such reductions is determined. Whenever possible, two (2) weeks written notice of layoff shall be given to each employee to be laid off under the provisions of this Article. Persons given such notice may not exercise the paid leave provisions of Article 15, except for sick leave when supported by a doctor's statement, quarantine, mandatory court appearances or jury duty. This provision applies only to regular employees.
- C. Reductions shall be by seniority within a classification; however, the District may assign employees from a higher classification to a lower classification within an employee group.

The District shall not assign employees to a lower salary level without a corresponding change in job assignment or responsibility.

- D. An employee who rejects an assignment of equal pay and classification shall, by doing so, forfeit all rights under this Article. An employee offered an assignment of lower classification and salary, due to staff reduction, may elect layoff and retain the recall rights provided by this Article.
- E. An employee who is terminated due to such reduction in staff shall have preference in filling positions within his/her employee classification and shall be recalled by the District for employment in such classification based upon seniority with the District; provided, however, s/he is qualified for the assignment. Employees so terminated shall retain such right of recall for a period of three (3) years from the date of termination. Employees so recalled by the District shall be reinstated with seniority rights accumulated as of the date of their termination. Any employee recalled by the District for a position comparable to the one from which s/he was terminated and who rejects such an assignment shall relinquish all rights provided in this Article and Agreement.
- F. By May 30, the District shall attempt to notify employees, whose work years correspond with the school year, of the intended employment status with the District for the following school year. Failure by the District to provide such notice of changes in staffing plans following issuance of notification will not interfere with the authority of the District to reassign or terminate an employee.

**ARTICLE 19: VACATIONS AND HOLIDAYS**

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

**MONTHLY ACCRUAL**

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

Employees shall accumulate vacation credits at the appropriate above monthly accrual rate following completion of each month worked. For employees with dates of hire after the first working day of a month, accrual shall begin (and/or be increased to the next step) the following

month. For the purpose of this Article "month worked" shall mean on-the-job time, vacation time and authorized paid leave. 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.

Vacations must be scheduled through an employee's supervisor. A supervisor may require that vacations be scheduled at a time least disruptive to the department to which the employee is assigned.

An employee who has scheduled vacation and is prevented by the District or workers' compensation compensated injury from taking his/her scheduled vacation, and because of a change in the fiscal year would lose accrued vacation hours, shall be allowed to reschedule the vacation period within a reasonable time.

An employee who occupies a position having a work year of less than twelve (12) months and who transfers to a 12-month assignment may count the time employed in the previous assignment as qualifying for vacation allowance. The basis for this allowance shall be the number of days worked in the previous position divided by a 21.75 day calendar month. This number 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. Regularly employed 190-200-210 day employees shall receive the following paid holidays:

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

Regularly employed 12-month employees shall receive the above days and, in addition, shall receive Independence Day and Christmas Day. Drivers that are assigned a summer route and scheduled to work the day before or the day after Independence Day is observed shall receive the full pay for the holiday. In the event the District closes in observance of any other day, 12-month employees shall not suffer pay loss. Holiday pay is included in the monthly annual salary of salaried employees. Regularly employed hourly employees shall receive full pay for holidays.

2. Employees shall receive holiday pay provided the holiday falls on a scheduled workday of an employee and that the employee worked or was on an authorized paid leave the nearest scheduled workday immediately preceding and following the holiday. Holiday pay will be adjusted annually on the June paycheck for each employee whose average daily work schedule exceeds the employee's scheduled set-up time.
3. The District reserves the right to change the days designated as paid holidays provided that in so doing it does not reduce the number of paid holidays. Thirty (30) days prior to

implementing such change, the District shall notify the ATU of the reasons therefore and provide opportunity for consultation.

4. Employees who are members of a religious faith may use the leave provisions of Article 15.B.4 for participation in religious observances when such participation during the workday is required by that faith.

## **ARTICLE 20: COMPENSATION**

### **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.

### **BONUS PAY PROGRAM**

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.

### **SOCIAL SECURITY**

At the time of the execution of this Agreement, continued participation by the District in the National Social Security Pension Act was anticipated. The District shall not take any formal action to withdraw the participation without notifying the ATU and providing opportunity for consultation.

### **SCHOOL YEAR**

The Board retains the right and authority to change the days on which school shall be held and to make any adjustments to the work year. In the event of adjustment to the work year, the District shall consult with the ATU before implementing any change, and the salaries set forth in this Agreement shall be adjusted for the added or deleted days on the basis of the employee's daily rate under said salary schedules.

## PERSONAL VEHICLES

Employees who are required to use their personal vehicles for travel on behalf of the District during on-duty time shall be reimbursed by the District. The District may require as a condition for reimbursement that the employee provide a certificate of insurance showing that the employee has basic liability coverage equal to or greater than minimum amounts required by District policy or regulation. Reimbursement shall be at the rate established by the Internal Revenue Service.

### **ARTICLE 21: TRANSFER AND ASSIGNMENT**

- A. A driver shall receive a minimum of six (6) hours, or 6.8 hours if assigned a midday run, of work daily and shall be obligated to perform assigned work as necessary to meet the six (6) hour, or 6.8 hour if assigned a midday run, per day minimum.
- B. Drivers will be given the opportunity to bid on routes prior to the beginning of the school year. Thereafter, new or additional routes shall be posted and bid separately providing it does not conflict with the driver's existing routes. Another opportunity to bid shall occur in June for summer work.
  - 1. Any separate midday route which is created after initial bidding shall be posted for bid and awarded to the most senior driver as long as the new combined route does not exceed eight (8) hours of work per day. Midday routes that are combined with other routes at the completion of the initial bid shall remain combined for the school year.
  - 2. Route assignments will be offered to drivers on the basis of seniority and qualifications. In the event no driver accepts the assignment, it will be assigned to the least senior qualified driver taking into consideration the needs of the District and efficiencies of operations.
  - 3. The District shall post route schedules and descriptions, cover driver positions, any special qualifications required, and seniority lists. Such posting shall be for a period of not less than three (3) days at each dispatch location. Drivers shall then bid routes based on seniority. If they are not bid during this time, the District will assign the route.
  - 4. Bidding will be conducted by seniority. Drivers may bid by written proxy only at the beginning of the school year. Verbal proxies are not permitted. Drivers who do not bid will be assigned whatever route is still available after all other drivers have bid. No driver shall be allowed to bid until completion of the District training requirements for the coming school year. Such drivers will be subject for assignment after completion of the required training.
  - 5. When a route becomes permanently vacant or a new route is created after initial bidding, the schedule and description of that route shall be posted and will be bid up to two (2) more times each awarded on a seniority basis. District Management will then assign any resulting open route.
  - 6. Set-up times for routes shall be reviewed following the last week of September and adjustments made where appropriate.
  - 7. Cover drivers shall be assigned work, including coverage of routes when regular drivers are unavailable, and will be set up as eight (8) hours guaranteed per day.
- C. Notices for vacancies that represent promotional opportunities for drivers, that is, Driver/Trainer, Driver/Dispatcher, Driver/Radio Operator, shall be posted for a minimum of three (3) days. The District may fill the position on an emergency basis (not to exceed one (1) week) without posting.



- D. In the event a route schedule is changed which reduces the number of hours of work for a driver, any reduction in hours of pay shall not be effective for two (2) weeks. Layoff shall be conducted in accordance with Article 18 of this Agreement.
- E. Drivers hired after July 1, 2000, who are designated by the District as part time, are excluded from the six (6) hour minimum in Article 21.A.
- F. Summer school drivers shall receive a minimum of 4.5 hours of work daily with 2.25 hours per movement. Summer school drivers are excluded from the six (6) hour minimum in Article 21.A.
- G. The geographic area a driver bids on will be considered when new schools or worksites are added to existing routes.

#### **ARTICLE 22: DURATION**

- A. Except as may otherwise be provided for in this Article, this Agreement shall become effective as of the date it is signed by the parties and shall continue in effect through 11:59 PM, June 30, 2019.
- B. Should there be an intervening change in the law which would significantly reduce the District's revenue, and thus, its fiscal stability below the level being planned for at the time of the execution of this Agreement, the parties agree to reopen the negotiations on salaries and other economic benefits established by this Agreement.
- C. In the event that under applicable laws, some other method of representation or some other applicable representative for 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 ATU as exclusive representative of employees or portion thereof, except as to representation of employees for whom the ATU remains the exclusive collective bargaining representative by law. Such event shall terminate the rights and authority of the ATU under this Agreement.

**APPENDIX A:  
SALARY SCHEDULE FOR BUS DRIVERS**

**Effective 08/14/17**

<b>STEPS</b>	<b>Effective 8/14/2017</b>	<b>Effective 7/1/2018</b>
1	\$16.74	\$18.50
2	\$17.61	\$18.87
3	\$18.50	\$19.77
4	\$19.38	\$21.15
LG-5	\$20.74	\$22.70
LG-10	\$21.74	\$23.13
LG-15	\$22.68	\$24.19
LG-20	\$23.72	\$25.05
LG-25	\$24.56	\$25.75
Type 10		
Step 1	\$16.74	\$17.96
Step 2		\$18.87
<b>ASSIGNMENT PREMIUMS (over base rate)</b>		
Driver/Trainer (DT)	\$2.00	
Driver/Dispatcher (DD)	\$3.00	
Radio Operation (RO)	\$3.00	
Designated Driver/Trainer	\$2.00	
Casual Driver Trainer	\$2.00	
(only for hours so worked)		

- A. Drivers who complete five (5) years of service as a bus driver with the District shall receive longevity pay LG-5. Such pay shall become effective the month following completion of five (5) years of service. Drivers who complete ten (10) years of service as a bus driver with the District shall receive longevity pay LG-10. Such pay shall become effective the month following completion of ten (10) years of service.

Drivers who complete fifteen (15) years of service as a bus driver with the District shall receive longevity pay LG-15. Such pay shall become effective the month following completion of fifteen (15) years of service. Drivers who complete twenty (20) years of service as a bus driver with the District shall receive longevity pay LG-20. Such pay shall become effective the month following completion of twenty (20) years of service. Drivers

who complete twenty five (25) years of service as a bus driver with the District shall receive longevity pay LG-25. Such pay shall become effective the month following completion of twenty five (25) years of service.

- B. A single step increment will be granted once each school year for eligible drivers. For clarification, the step increment is in addition to the salary schedule increases above.
- C. Retroactive pay adjustments shall only be implemented for those employees who are active, on an approved leave of absence, been transferred to a different position within the District, or who are PERS eligible and have retired, at the time of the adjustment.
- D. Trainees shall receive the state or federal minimum wage, whichever is highest, while in training. Trainees shall not be entitled to other benefits provided by this Agreement. Upon satisfactory completion of training and eligibility requirements and assignment as a bus driver, they shall be placed at Step 1.
- E. Newly employed drivers who hold a valid Commercial Driver's License with a school bus ("S") endorsement, and an Oregon school bus driver certificate will be given one (1) step credit for each year of prior experience as a school bus driver, except that none shall be placed higher than Longevity Step 5 (LG-5). Nothing in this section is intended to prevent the District from providing experienced drivers a higher step upon entry at its sole discretion.
- F. A driver designated as a Driver/Dispatcher, Driver/Trainer or Driver/Radio Operator shall receive the hourly premium specified in addition to his/her hourly rate.
- G. Each driver who works more than four (4) hours per day on a continued movement shall be entitled to a minimum of one-half (1/2) hour duty-free lunch period without pay. When a driver's assignment precludes a duty-free lunch period (1/2 hour), the driver shall be paid for such period.
- H. Drivers required to attend in-service training during the course of the school year on days that they otherwise would not be working, shall receive not less than four (4) hours pay at their regular rate. The District agrees to consolidate such training into as few days as possible and shall make a reasonable effort to have the August in-service day and bid day occur on two (2) consecutive days. The ATU will send a written reminder to drivers indicating that attendance at the August meeting is mandatory and stressing the importance of on-time attendance.
- I. In the event of nonscheduled early dismissal, drivers on duty who report back to work shall receive not less than their regular setup time or actual time worked, whichever is greater. In the event of an unscheduled two-hour late start due to weather, drivers are to report one and one-half (1 1/2) hours later than regular report time. In the event of a scheduled two-hour late opening, drivers are to report two (2) hours later than regular report time.
- J. The District will provide up to three (3) days compensation for use only in the event of District designated closures because of inclement weather or reasons of an emergency nature. This additional compensation shall be considered payment for up to three (3) replacement days. District Designated Closure compensation will be used in the manner specified in the following subsections:
  - 1) If the District closes an employee's worksite because of inclement weather or reasons of an emergency nature, the following procedures will be implemented:
    - a. An Employee will be compensated at their regular rate of pay for their regularly scheduled hours of work for up to three (3) days in a fiscal year.
    - b. If a worksite is closed for more than three (3) days in a fiscal year, employees may then use emergency/personal leave, comp time, or vacation days in lieu

of unpaid leave, unless the employee has no such leave available; in which case the employee will be on an approved unpaid leave of absence.

- c. If, due to closures because of inclement weather or reasons of an emergency nature, the school year is extended, employees will work up to three (3) days without additional compensation. If the school year is extended beyond three (3) days, employees will be paid at their regular rate of pay.
  - d. Notwithstanding Article 19.B, the District may schedule Presidents' Day as a make-up day with at least thirty (30) calendar days' notice. Employees who work Presidents' Day will receive their regular rate of pay.
- K. All drivers are required to read and become familiar with the Bus Drivers' Handbook. Drivers, who were hired prior to March 1 of the previous school year and have been an active employee since, will receive a stipend of one hundred fifty dollars (\$150) in their December check.
  - L. The District shall reimburse drivers for the cost of testing and fees for initially obtaining a Commercial Driver's License certificate. The District shall pay such costs for newly hired drivers. The District will pay for only tests that are passed.
  - M. During the life of this agreement, should the District increase the health insurance contribution of SEIU, PFSP, DCU, or the unrepresented employees of the District, at the ATU's discretion, Article 17 (Insurance) may be reopened for further negotiation under the expedited bargaining rules.
  - N. At least forty-eight (48) hours prior to each meeting of the Board of Education, the District will email the designated Union steward a link to the electronic agenda and materials for the meeting.

## **APPENDIX B: TEMPORARY ASSIGNMENTS AND EXTRA NON-DRIVING DUTIES**

Temporary assignments and extra non-driving duties will be assigned in the following manner:

1. A description of the work to be performed will be posted in Dispatch, emailed to drivers via District email and shall list the desired experience, skills and abilities.
2. A sign up sheet will be posted for interested drivers in Dispatch. This will include a closing date.
3. After the closing date the interested individuals will be contacted and a time scheduled to determine which candidate has the best qualifications for the duties. This may be as simple as an oral interview or can include a skills assessment exercise.
4. At the conclusion of the process, the individual with the best qualifications will be awarded the extra duties or temporary appointment. If two or more individuals have the desired skills seniority will be the deciding factor.

## **APPENDIX C: DEFINITIONS**

### Definitions:

**ON-DUTY TIME** shall be defined as:

Report to work until return to base station or parkout after completion of assigned movement. Drivers shall be paid no less than six (6) hours, or 6.8 hours if assigned a midday run. However, a driver is subject to assignment of work by the District during the entire six (6) hour, or 6.8 hour if assigned a midday run, period.

**OFF-DUTY TIME** shall be defined as:

Any time that a driver is at the base station or parkout for more than one-half (1/2) hour between movements.

**A BUS MOVEMENT** shall be defined as:

Driver and vehicle leaving base station or parkout to pick up one or more places and return to base station or parkout after completion of the assigned route.

**LAYOVER** shall be defined as:

A driver assignment at District request, where the driver remains with the bus and is paid for the time.

**PARKOUT** shall be defined as:

A driver assignment initiated by driver request and approved by the District, where the driver does not necessarily remain with the bus at a District facility. The drivers will not have such time deducted from their set-up time. Drivers may be required to return to the bus yard at the request of the District.

**EXTRA DRIVING DUTY** shall be defined as:

School bus driving work available to qualified School Bus Drivers outside of the District quarterly calendar.

**EXTRA NON-DRIVING DUTIES** shall be defined as:

Short-term work that may be in addition to, or outside of, the driver's normal route. Such work shall include, but not be limited to, radio/dispatch assistance, general housekeeping, miscellaneous administrative support, etc.

**DRIVER/TRAINER** shall be defined as:

A full-time Driver/Trainer. The position includes all driver training related duties, record keeping and safety topics and some bus driving as assigned.

**DESIGNATED DRIVER/TRAINER** shall be defined as:

A qualified Behind The Wheel Trainer. This position commits to serving annually, September 1<sup>st</sup> through August 30<sup>th</sup>, as required by the Training Department. The position will be guaranteed a minimum of six (6) hours time for days expected to work beyond Quarterly Calendar days.

**CASUAL (PART-TIME) DRIVER/TRAINER** shall be defined as:

An ATU member who is not a Designated Driver/Trainer, but functions in training related activities. The Assignment Premium will be on an event-by-event basis for the actual time spent training.

**MIDDAY ROUTE** shall be defined as:

A route that begins at least thirty (30) minutes after the completion of an AM route and ends at least thirty (30) minutes from the commencement of a PM route.

SENIORITY shall be defined as:

Length of continuous service as a bus driver with the District.

## Appendix D: Type 10 Passenger Car Drivers

This Appendix represents the terms and conditions of employment for “Type 10 Passenger Car Driver.”

1. Type 10 Passenger Car Drivers are employed by Portland Public Schools as Student Transportation employees and are assigned to drive type 10 passenger vehicles to transport students to locations along designated routes. Driving type 10 passenger vehicles to transport students is not exclusively bargaining unit work.
2. Type 10 Passenger Car Drivers are covered by the collective bargaining agreement between the Amalgamated Transit Union Local 757 and Portland Public Schools except the following provided by:
  - a) Article 13.A.2 and 13.B (Call Back),
  - b) Article 16 (Insurance),
  - c) Article 18 (Reduction of Staff),
  - d) Article 20, section Payroll Checks (Compensation),
  - e) Article 21.A, B, C, D, F, G (Transfer and Assignment),
  - f) Appendix A (except as stated in this agreement),
  - g) Appendix B (Temporary Assignments and Extra Non-Driving Duties)
3. The classification Type 10 Passenger Car Drivers shall be compensated at the rate specified in the Type 10 Wage Scale in Appendix A.
4. Type 10 Passenger Car Drivers will advance to Step 2 on the Type 10 Wage Scale on the first pay period following 900 hours worked with the District. For the purposes of this Section only, all paid hours are considered hours worked. Type 10 Passenger Drivers are not eligible for any additional step increases or longevity premiums.
5. Type 10 Passenger Car Drivers are not eligible to bid on routes. The parties agree the District maintains the exclusive right to assign and direct work and may modify or change route assignments without notice and such change shall be effective immediately.
6. A Type 10 Passenger Car Drivers shall receive a minimum of two (2) hours if assigned to either a morning run or afternoon run only and a minimum of (4) hours when assigned to both a morning and afternoon run.
7. Type 10 Passenger Car Drivers shall be paid on a monthly basis



consistent with existing District payroll processes for hours worked. Type 10 Passenger Car Drivers are not eligible to receive their annual compensation in ten (10) or twelve (12) monthly payments.

8. The District maintains its right to determine routes that are performed by contracted services.
9. Other than as specifically stated here or in the collective bargaining agreement between Portland Public Schools and the Amalgamated Transit Union Local 757 this Appendix shall not alter or have effect on the District's control and direction overall all matters of inherent managerial policy or managerial rights.

**MEMORANDUM OF UNDERSTANDING  
LABOR MANAGEMENT COMMITTEE MEETINGS**

For the purpose of improved communication and partnering between the Union and Management, Portland Public Schools and the Amalgamated Transit Union Local 757 agree as follows for the 2017-2019 fiscal years:

- 1) The Union shall select up to three (3) bus drivers from the Student Transportation department to meet with District designated management representatives in one committee approximately once every two (2) months.
- 2) A Human Resources/Labor Relations representative and a Union Business Representative are welcome to attend.
- 3) Additional meetings may be requested as needed by either party and upon mutual agreement the parties shall have a supplemental Labor Management Committee meeting.
- 4) The Joint Labor Management Committee shall serve as a pilot and through mutual agreement, may continue on a year-to-year basis.
- 5) LMC Topics for discussion may include but are not limited to:
  - a. Training
  - b. Health and Safety concerns
  - c. Respectful work environment
  - d. Contracting out, use of Type 10 drivers, and cabs

**Signature Page**

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

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Guadalupe Guerrero  
Superintendent

**For ATU Local 757**

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