

AGREEMENT



between

DISTRICT COUNCIL UNIONS

and

PORTLAND PUBLIC SCHOOLS

2007-2010



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between
DISTRICT COUNCIL UNIONS
and
PORTLAND PUBLIC SCHOOLS
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PREAMBLE

This Agreement is entered into by and between the District Council Unions, hereinafter referred to as the "DCU", 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 DCU as the exclusive bargaining representative for its affiliated unions. This Agreement and appendices shall apply as appropriate to all warehousemen and truck drivers, maintenance workers, and all other classifications specified elsewhere in this Agreement, including the Appendices.

ARTICLE 2

STATUS OF AGREEMENT

- A. If there is a conflict between any provision of the body of this Agreement and any of the appendices, the provisions of the Appendix shall be controlling.
- B. 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.

- C. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by the Agreement.
- D. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, one (1) by DCU.
- E. The District shall endeavor to print and provide sufficient copies to affiliated unions of the DCU 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.
- F. The Board, the DCU and their respective representatives shall take no action in violation of, or inconsistent with, any provision of this Agreement.
- G. The parties acknowledge that during negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subjects appropriate for bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, except as otherwise expressly provided for in this Agreement, or as required by State collective bargaining law, the Board and the DCU 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 DCU and the District shall meet at mutually agreed times and places for the purpose of reviewing the administration of this Agreement.

The District and the DCU shall designate representatives to a Labor and Management Committee. Membership shall be limited to three designees per party. The purpose of the Labor and Management

Committee is to: work together to develop operational efficiencies; identify and resolve operational issues; and, improve communication and collaboration. The function of this committee is not intended to bypass the normal grievance procedure nor the articles contained in the DCU Agreement.

ARTICLE 4 COUNCIL RIGHTS

- A. The DCU, through its representatives, shall have the right to transact official DCU 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 DCU use as requested without charge to the DCU, except that the Board may make reasonable charge when special service is required beyond normal operational practice.
- B. The DCU representative shall have the right to use School District facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when the same are not otherwise in use. The DCU agrees to pay the cost of all materials and supplies incidental to such use.
- C. DCU representatives shall make their presence known to the appropriate administrative authority when visiting School District facilities. Such visits shall not interrupt work or disrupt normal School District functions.
- D. The DCU 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 DCU and its representatives shall have the right to post notices of activities and matters of DCU business and concern on staff bulletin boards. At least one such bulletin board shall be in each School District building. The DCU may use the District mailboxes for communications.
- F. The Board shall make available to the DCU upon ample request to the Office of the Superintendent any and all reasonably available information, statistics and records which are relevant to

negotiations or necessary for the proper enforcement of the terms of this Agreement.

- G. Copies of written work rules which are applicable to a classification of employees and issued by supervision after the execution of this Agreement, for which failure to comply may result in discipline of an employee, shall be posted or provided to the employees and their affiliated DCU union.

ARTICLE 5 NO STRIKE CLAUSE

During the life of this Agreement, the DCU 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 CLAUSE

Except as otherwise provided in this Agreement, the DCU 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 DCU of any significant issues affecting employees covered by this Agreement.

ARTICLE 7 PAYROLL DEDUCTIONS

- A. Any employee who is a member of the DCU, or who has applied for membership, may sign and deliver through the DCU to the District's Payroll Office an assignment authorizing deduction of

membership dues in the DCU. 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 DCU affiliate. Any employee who has not delivered to DCU a valid authorization for the deduction of membership dues will be considered subject to the automatic fair share deduction in Article 8.

- B. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make direct deposit or other appropriate remittance for the following approved deductions:

Savings Bonds

Approved Charitable Organizations

School District No. 1 Health and Welfare Trust Premiums

Credit Union (On Point Community Credit Union)

Up to two (2) different accounts with financial institutions

Fixed or Variable Tax Deferred Annuity Plans

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

ARTICLE 8 FAIR SHARE

- A. Each DCU affiliated union shall have the option of requiring an in lieu of dues payment (fair share) from employees who are nonmembers. The District will supply to the appropriate DCU affiliated union the name, address, social security number, classification and date of hire of each newly hired or rehired employee on a monthly basis.
- B. As to the employees described in Section A who are nonmembers of a DCU affiliate (and who have not filed the religious objection

described below), the District shall, upon written request of the DCU affiliate, automatically deduct from the payroll check of the employee an amount established by that affiliated union as a Fair Share payment in lieu of dues as compensation to the affiliated union toward the cost of collective bargaining and contract administration. Such amount for a given classification shall not exceed the usual and customary monthly dues of the respective affiliated union for such classification except that for those employed on less than a 12-month basis, the annual amount may be prorated among the applicable months. The amount of such deduction shall be remitted by the District to the DCU affiliate within ten (10) days from the date thereof. An employee may file with the District and DCU affiliate a written objection to such payment to the effect that the objection is based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member and furnish to the District by the 15th day of the month a written receipt to the effect that an equal amount has been paid that month to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the DCU affiliated union.

- C. No later than thirty (30) days prior to January 1st, April 1st, or October 1st of each year the DCU, or affiliated unions thereof, may file with the District a statement indicating the fair share amount to be deducted. If such statement is not filed by the foregoing deadlines above, the Union failing to do so shall forfeit all rights to adjust prior stated amounts until the next appropriate deadline.
- D. The DCU affiliated unions agree that they 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 DCU or any of its affiliated unions under provisions of this Agreement; but this provision for withholding remittances shall not be the exclusive remedy of the District.

- E. The DCU, or affiliated union thereof, 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 DCU or affiliated union excluding business conducted with the District.

ARTICLE 9 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 17.

ARTICLE 10 GRIEVANCE PROCEDURE

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

SECTION 1

DEFINITIONS

1. 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 DCU with respect to alleged violations of its organizational rights under this Agreement.
2. 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:
 - a) Any matter as to which the Board of Education is without authority to act.
 - b) 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.)
 - c) Any dispute concerning whether any part of this Agreement became effective or ceased to be effective.

3. The term “days” shall mean work days excluding weekends and holidays.

STEP 1

The aggrieved employee shall first discuss the grievance with his/her supervisor, or other administrator whose action is alleged to have violated this Agreement. The employee may be represented as described in Section 2. The supervisor shall respond within five (5) days following the date the grievance was presented.

STEP 2

If no settlement is reached at Step 1, within five (5) days the grievance shall be submitted in writing to the department head who shall promptly conduct an investigation. If the investigation includes a meeting where the aggrieved is present, s/he may be represented according to Section 2. Within five (5) 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 five (5) days to the Director of Employee Relations. The parties to this Agreement shall, within five (5) days appoint members to a grievance committee. The Committee shall consist of four (4) members of which two (2) shall be appointed by the DCU 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 five (5) 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 involved union within ten (10) days shall notify the District in writing of intent to

arbitrate and may request a list of arbitrators from the Employee Relations Board as provided in Step 5 below.

- B. The administrative decision regarding the grievance shall be submitted to the Superintendent for action by the Board of Education. The Board shall act on said recommendation on or before its second regular meeting following receipt of the recommendation. A copy of the Board's decision shall be furnished to the parties.

STEP 5 - Arbitration

Insofar as the Board decision at Step 4 is alleged to be a violation of a specific provision of this Agreement, excluding claims of discrimination, the affected DCU affiliated union and/or the DCU, 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. Neither an employee nor a DCU affiliated union may appeal to arbitration without approval of the DCU 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 DCU.

- E. The decision of the arbitrator shall be binding of all parties, provided: (1) the arbitrator must restrict his/her decision to interpretation of the Agreement, (2) 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.
- 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. Each grievance must be initiated within thirty (30) calendar days of the occurrence of the cause for complaint, or if the aggrieved did not have knowledge of said occurrence at the time of its happening, then within thirty (30) calendar days of the first such knowledge.
- H. A representative of the DCU may be present at all steps of the procedure. The DCU 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.
- I. 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 11
DISCIPLINE, DEMOTION AND DISCHARGE

- A. No employee shall be disciplined without 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. 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. Grievances regarding suspension shall be filed at Step 2. Grievances regarding discharge shall be filed at Step 3 unless the discharge is based on inadequate work performance, in which case the grievance shall be filed at Step 4.B. This hearing at Step 4.B shall be deemed a hearing under ORS 342.663 and the decision shall be final and not subject to any further provisions of 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. Oral warnings and discipline shall be administered in private and shall be progressive. The nature of the offense shall determine where progressive discipline is initiated. This section shall not apply to warnings related to safety issues.
- 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.
- 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.

ARTICLE 12
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 DCU, 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 DCU 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 13
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 DCU or counsel for the employee may, at the employee's request, accompany him/her in this review. An employee may request that letters of warning and reprimand (excluding evaluations) be removed from his/her file after two (2) years, provided that no subsequent such entries have been made into that file.
- 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 14
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:
 - a. Overtime rate times actual hours worked (which shall include reasonable time of travel to and from his/her home, not to exceed twenty (20) minutes each way), or
 - b. Four (4) hours of straight time pay.
2. If the employee is called back to work on his/her regular day off, the minimum provided in A.2 will apply.

C. EXTENSION OF WORK YEAR

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 unless a different minimum is set forth in the applicable Appendix of this Agreement.

D. OVERTIME ON HOLIDAYS

An employee who works on a paid holiday (See Article 20) shall receive holiday pay plus his/her overtime rate for hours worked.

E. COMPENSATORY TIME

Unless the appropriate appendix provides otherwise, 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.

ARTICLE 15 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.

ARTICLE 16 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 11. Except in extenuating circumstances, leave categories may not be combined for a period of continuous absence.

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.

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 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. 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 will require a physician's statement after three (3) days absence, prior to returning to work.

7. The District will establish a Sick Leave Bank, for which the DCU 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 DCU 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 DCU 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 twenty-four (24) hours.

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

- a. All employees shall receive up to three (3) additional days per fiscal year with pay in case of illness of a member of the employee's immediate family. "Immediate Family" shall be interpreted to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters of the employee, 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.

- b. When an employee is laid off, accumulated sick leave will be frozen, and when the employee is recalled from layoff, such sick leave will be reinstated for that employee.

2. Absence Due to Quarantine

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

3. Funeral Leave

- a. An employee shall be permitted an absence of up to one (1) day to attend the funeral of a relative or friend, 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 who is absent because of a death in his/her immediate family shall be permitted three (3) consecutive days (or in the case of spouse, parent or child, five (5) consecutive days) and two (2) additional days at two-thirds (2/3) of his/her scheduled salary. "Immediate Family"

shall be interpreted to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters. Any other person living in the home of the employee shall be considered as immediate family providing the employee was responsible for the care of such person. In the event of death in the employee's immediate family during the employee's vacation time, s/he shall be entitled to the funeral leave provided by this Section in addition to accrued vacation time.

4. Emergency/Personal Business Leave

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:

- a. In the case of unanticipated circumstances beyond the employee's control and for which prior planning cannot be made; or,
- b. For attending to matters which cannot be scheduled outside the employee's work hours and for which the personal attention of the employee is required. In such cases, a request indicating the reason for the leave must be made to the responsible administrator at least twenty-four (24) hours in advance.

Such leaves shall not be used for recreation, other employment, union or political activities, or to extend other leave categories as provided by this Agreement, 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. Special Leaves of Absence

Employees who have been continuously employed for two (2) or more years may apply for a special leave of absence without pay. The Superintendent shall exercise 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.

2. 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.

3. 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.

4. Military Leave

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

D. RETURN FROM LEAVE

Employees who are on an approved leave shall have the right to return to their position within six (6) months providing the position continues to exist. Employees who are hired to replace an employee on an approved leave shall be considered as a temporary employee during the first six (6) calendar months of accumulated employment after which the provisions of Article 19 shall apply. Temporary employees who are terminated will, upon reemployment, be given credit for time worked unless the period of

termination is six (6) months or more. Temporary employees shall be entitled to all benefits provided by this Agreement with the exception of Article 16.B.1, 2, 3 and 4.

ARTICLE 17 INSURANCE

A. HEALTH AND WELFARE TRUST

1. The District shall contribute to the School District No. 1 Health and Welfare Trust, the cost of full-time bargaining unit members and their dependents and domestic partners participating in the insurance plans of the Trust.
 - a. Effective June 1, 2007, the District shall contribute a maximum of seven hundred and seventy-nine dollars and no cents (\$779.00) [or the actual cost of the insurance, whichever is less] per month toward the cost of health, dental, vision, pharmacy, long-term disability and life insurance benefits for each full-time eligible employee.
 - b. Beginning June 1, 2007, all employee groups with exception of employees covered by Appendices A and C, shall have the options available under the package provided by the School District No. 1 Health and Welfare Trust. Employees in Appendix A (Warehouse Workers and Truck Drivers) and Appendix C (Television Services) have negotiated to participate in the insurance plans offered by the Teamsters 206 Employers Trust.
 - c. The employee's portion of the monthly premium 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 (1st) paycheck of the month for which the contribution is made.
2. The District shall contribute to the appropriate Trust toward the cost of providing a medical/hospitalization plan for employees

who: (a) elect early retirement on or after June 30, 1999, and are eligible to retire under the Public Employees Retirement System (PERS); (b) have completed at least fifteen (15) years of accumulative service with the District; (c) are at least sixty (60) years of age but not yet eligible for Medicare; and, (d) are eligible under such plan then offered by the Trust. The District shall pay one-half (1/2) of the cost for the spouse/domestic partner of the retiree enrolled in the Plan, for eligible employees who retire on or after that date. The District's contribution for retiree insurance for employee groups outside of the School District Trust shall be limited to the amounts listed herein for the retiree and his/her spouse/same sex domestic partner or the actual cost of providing the benefit whichever amount is less. A qualifying retiree below age sixty (60) must maintain their coverage in order to be eligible for District contributions to commence at age sixty (60). An employee below age sixty (60), however, may elect to have District contributions commence upon retirement but the District shall then cease its contributions at the end of sixty (60) months. This benefit will be available to the qualified employees who retire on or before June 30, 2014 only, as the five-year District paid retiree health insurance will expire on June 30, 2014.

3. During the life of this agreement, should the District increase the health insurance contribution of SEIU, PFTCE, ATU, or the Unrepresented employees of the District, that same increase, on the same effective date, will also be applied to the DCU health insurance contribution.

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. Coordination of Workers' Compensation benefits and Sick Leave Benefits shall be in accordance with applicable state regulation. 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 18 SAFETY

A. SAFETY

1. The District shall maintain safe working conditions in accordance with established federal and state regulations. The District and employees covered under this Agreement should work to avoid or minimize hazards.
2. The parties agree to comply with Oregon OSHA regulations.

B. PHYSICAL EXAMINATIONS

1. In the interest of safety and the well being of students, employees and the public, the District and the DCU and its affiliated unions 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. Before implementing random testing, the District will notify DCU and engage in bargaining upon request by DCU.

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 19 REDUCTION OF STAFF

- A. 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 DCU 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 16, 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.
- B. Reductions shall be accomplished within employee classifications which are within employee groups. For the purpose of this Article, an employee group shall be considered as a category of employees, such as carpenters. An employee classification is a level of assignment within that group, such as foreman. 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.
- C. 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.

- D. 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.
- E. 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.
- F. This Article shall not apply to employees hired on a temporary basis. A temporary employee is one who has worked less than six (6) consecutive months.
- G. See the individual appendices for additions and/or exceptions to this Article.

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ARTICLE 20
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.

This Section shall not apply to employees hired on a temporary basis. A temporary employee is one who has worked less than six (6) consecutive months.

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

Presidents' Day

Memorial Day

Martin Luther King's Birthday

Regularly employed 12-month employees shall receive the above days and, in addition, shall receive Independence Day and Christmas Day. 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.
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 DCU 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 16.B.4 for participation in religious observances when such participation during the workday is required by that faith.

ARTICLE 21 COMPENSATION

- A. For year 2007, a check for \$1,000.00 will be issued October 15, 2007 to all members of the DCU employed by the District at the time of ratification of this agreement.
- B. For year 2008, on January 1, 2008 or on the first pay period of January 2008, a check for \$1,120.00 will be issued to all members of the DCU employed by the District as of that date, unless the DCU elects to have this money applied to the Flexible Spending Account (FSA) or some mutually agreed form of tax deferred method to reduce the tax consequences of the payment. This decision to defer the January money must be submitted to the District no later than December 14, 2007.
- C. On January 1, 2009, a 1% increase to all the classifications represented by the DCU to salary effective on the first pay period in January of 2009, unless mutually agreed by the District and DCU to have the cash equivalent increase applied to a tax deferred option.

D. On January 1, 2010, a 2% increase to all the classifications represented by the DCU to salary effective on the first pay period in January of 2010, unless mutually agreed by the District and DCU to have the cash equivalent increase applied to a tax deferred option.

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. Nothing in this Agreement precludes bargaining unit members from participating in the program or receiving the bonus pay subject to any provisions in the applicable Appendix.

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 DCU 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 DCU 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.

PAYCHECK ON TERMINATION

The District will issue a paycheck on the next regularly scheduled payday to an employee covered by the DCU Agreement who resigns from his/her position. The final paycheck will be available to the employee by the first business day after the last day of work in the event of discharge or layoff.

SCHOOL CLOSURES

On scheduled workdays, if the District decides to close or delay opening, employees can use Emergency Leave pay or Vacation pay in lieu of unpaid leave unless employees have no such leave available. When employees report to work due to failure of the District to notify employees or delayed notice of closure, employees reporting to work shall receive at least one-half day of compensation.

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, December 31, 2010.
- B. The parties agree to reopen this entire contract for negotiations for a successor agreement and exchange written proposals by March 1, 2010. For this negotiation, the parties agree to be bound by the provisions of ORS 243.698, that is the parties agree to complete all bargaining and submit final offers by May 29, 2010. The parties

further agree to use the thirty (30) days from May 29, 2010 to June 28, 2010 as a thirty (30) day cooling off period prior to any implementation by the District or notice of strike from the DCU.

- C. 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.
- D. 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 DCU as exclusive representative of employees or portion thereof, except as to representation of employees for whom the DCU remains the exclusive collective bargaining representative by law, such event shall terminate the rights and authority of the DCU under this Agreement.

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APPENDIX A
SALARY SCHEDULE FOR WAREHOUSE WORKERS AND
TRUCK DRIVERS

THE WAGE RATES FOR JOURNEYMEN WAREHOUSE
WORKERS AND TRUCK DRIVERS SHALL BE:

HOURLY RATE

	<u>Current</u>
Warehouse Worker/Truck Driver	\$20.02

1. New hires shall be at ninety percent (90%) of the above applicable rates. Following six (6) consecutive calendar months of employment, their wage shall be adjusted to one hundred percent (100%).
2. Rates for Leadman and Foreman when assigned by the District will be as follows:
Leadman: Truck Driver/Warehouse Worker rate plus three percent (3%)
Foreman: Truck Driver/Warehouse Worker rate plus ten percent (10%)
General Foreman: Truck Driver/Warehouse Worker rate plus fifteen percent (15%)
3. A Warehouse Worker assigned responsibility for the Food Service Department's cold food storage on a full-time basis shall be compensated as a Leadman and shall receive an additional Five Hundred Fifty Seven Dollars (\$557) per year.
4. An employee substituting in, or temporarily assigned to, a higher classification for two (2) hours or more shall be paid at the rate of the higher classification.
5. Present employees will be given the opportunity to apply for vacancies in the department to which they are assigned. The most senior employee who meets the qualifications for the

position will be assigned to the vacancy. Employees in other departments so requesting will be interviewed and considered to fill vacancies prior to considering outside applicants. The District reserves the right to appoint to Lead and Foreman positions.

6. Except in an emergency, twenty-four (24) hours advanced notice shall be given for any required overtime. Employees shall be given the opportunity to sign up for scheduled overtime. Such work shall then be assigned to the most senior worker(s) who signed up providing they are qualified. If no worker signed up, the work shall be assigned to the worker with the least seniority who is qualified.
7. Seniority shall be based on length of time employed by the District as a driver and/or warehouseman under this Appendix. In the event of a layoff, the District will release personnel in the inverse order of their seniority. When filling a regular vacancy, the District will recall by seniority.

Laid off employees shall have the right to refuse work of less than thirty (30) days duration without affecting his/her rights of recall provided under Article 19 and this Appendix. A Foreman shall be considered as a separate classification provided s/he has been in a Foreman assignment for a minimum of one (1) year.

8. When the District has twenty-four (24) hours advance notice of available work, meaning at least one (1) eight-hour shift, the District shall make a good faith effort to contact the most senior employee on the department's recall list for such available work.
9. Employees hired to temporarily replace regular employees on approved leaves of absence or on-the-job injury shall be considered temporary during the first sixty (60) days of employment within the department. Such employees shall be entitled to all benefits provided by this Agreement with exception of Articles 16 (Leaves), 17 (Insurance), 19 (Reduction of Staff), and 20 (Vacation and Holidays).
10. Prior to hiring temporary workers, any extra work during school recess periods, such as winter, spring and summer breaks, shall be offered to those employees whose regular work year coincides with the school year, providing they are qualified. This, however, shall not prevent the District from the practice of providing temporary employment opportunities for students.

11. The District shall inform Teamsters Local #206 of any new hires.
12. The District has the right to subcontract out bargaining unit work and/or work currently being performed by members of the bargaining unit. Subcontracting shall not be defined to include the District's past practice and present methods of operation. However, until December 31, 2010, no work that involves the warehousing of District supplies will be outsourced. The District retains the unlimited rights, among others, to direct ship from vendors and to lease out warehouse space. If an employee(s) will be laid off as a result of District action and if the union so chooses, the union may provide the District with information about the economics and productivity of the specific action being contemplated. In addition, the union may demand that the District bargain over the impact of the decision on such employee(s).

HEALTH INSURANCE

All provisions of Article 17 – Insurance shall apply to employees covered by this Appendix A except as specifically modified herein. The parties agree employees covered by Appendix A shall be covered by the Teamsters 206 Employers Trust for Plan DDVR or any plan offered by the Trust. The parties agree that the provisions of Article 17.A.1.a. pertaining to Insurance contributions into the School District Health and Welfare Trust shall not apply to the employees covered by this Appendix.

- A. The parties agree effective June 1, 2007 that the provisions of Article 17.A.1. concerning the amount of the District's contribution, the composite rate of seven hundred and seventy-nine dollars (\$779) per month per full time eligible employee covered by this Appendix and the definition of full-time and part-time employees as well as the contribution formula for each shall continue to apply to the employees covered by this Appendix although said contributions shall be made to the Teamsters 206 Employers Trust for the Trust's Plan DDVR or any plan offered by the Teamster Trust.

- B. Contributions shall be made on active employees, eligible retirees and their eligible spouse/same sex domestic partner. No contributions will be required for individuals who no longer work for the District regardless of the reason for separation except in the case of an individual whose discharge is reversed through Article 10 – Grievance Procedure.
- C. Any employee portion of the monthly contribution may be made on a pre-tax basis provided appropriate regulations allow.

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APPENDIX B
SALARY SCHEDULE FOR BUS MECHANICS

THE WAGE RATES FOR BUS MECHANICS SHALL BE:

HOURLY RATES

	<u>Current</u>
Lead Mechanic	\$ 24.23
Mechanic	23.53
Serviceman	20.30
Bus Fueler	20.30
Shop Assistant	15.43

HOURS OF WORK AND OVERTIME

Work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the overtime rate of time and one-half (1½ x) the employee's straight-time hourly rate of pay.

When so selected by the District, a second/"swing" shift may be established provided the employees and the local union are given one weeks' notice of the change.

REIMBURSEMENT FOR STOLEN TOOLS

Where tools and boxes are stolen by the use of forcible entry, reimbursement shall be at replacement costs (not exceeding actual cost) less insurance or workers' compensation reimbursement. Reimbursement shall not be made for losses less than five dollars (\$5.00) or that portion in excess of one thousand dollars (\$1,000.00) and shall not be made when carelessness or negligence on the part of the employee was evident.

SPECIALIZED FOOTWEAR

In those positions where the District (Transportation) determines that safety toe work shoes are appropriate, the District will advise the employees involved. Employees so advised will be required to obtain and wear suitable safety toe shoes within ten (10) working days from the date of such notice, and such footwear shall be required on the job. The District will pay a safety shoe allowance of \$125.00 per year to each employee who is required to wear safety toe shoes as provided herein. Failure to obtain and wear safety toe shoes on the job as required may be cause for disciplinary action up to and including discharge.

HIGHER CLASSIFICATION PAY

Except for on-the-job training purposes, whenever an employee is required to perform any work for more than four (4) hours (per workday) in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the higher classification rate.

It is understood and agreed that an employee may occasionally or intermittently, for short periods of time during his/her shift, perform duties which are normal to higher-level classification. Occasional performance of such duties is not to be considered subject to this section.

PROFESSIONAL CERTIFICATIONS

In those positions where the District (Transportation) determines Professional (ASE) Certifications are desired, the District will advise the involved employees.

If the employee obtains the agreed upon certifications, the District will pay an annual incentive bonus of \$100.00 per current certification. The time and cost to obtain the certifications is the sole responsibility of the employee.

APPENDIX C
SALARY SCHEDULE FOR TELEVISION SERVICES

THE WAGE RATES FOR TELEVISION SERVICES SHALL BE:

HOURLY RATES

	<u>Current</u>
CHIEF ENGINEER	\$26.49
ASSISTANT ENGINEER	
PRODUCTION MANAGER	\$23.99
PRODUCER	
MASTER CONTROL OPERATOR	
TV TECHNICIAN	
Step 5	\$21.11
Step 4	19.00
Step 3	16.90
Step 2	14.77
Step 1	12.66
PRODUCTION ASSISTANT	
Step 5	\$19.00
Step 4	17.10
Step 3	15.20
Step 2	13.30
Step 1	11.39

PROGRESSION

Production Assistant, Producer, Master Control Operator and TV Technician are considered as “journeyman level” positions. Training Progression levels shall be at sixty percent (60%), seventy percent (70%), eighty percent (80%) and ninety percent (90%) of the “journeyman” rate. Advancement, such as from 60% to 70%, 70% to 80%, etc., shall occur at six (6) month intervals provided the employee has demonstrated satisfactory performance and development towards achieving “journeyman level” competency. In the event an employee is not to be advanced, the District shall so inform the employee in writing setting forth the reasons. A copy shall be provided to the DCU.

NEW HIRES

Newly hired employees within the Production Assistant, Producer, Master Control Operator, and TV Technician classifications shall be placed in the progression schedule based upon their experience and qualifications as determined by the District.

TRANSFERS AND PROMOTIONS

A. Transfers

In the event of a position opening, the District will give consideration to qualified current employees wishing to transfer between classifications.

B. Promotions

In the event of a position opening, the District will give consideration to qualified current employees wishing to be promoted to a different classification.

HEALTH INSURANCE

All provisions of Article 17 – Insurance shall apply to employees covered by this Appendix C except as specifically modified herein.

The parties agree employees covered by Appendix C shall be covered by the Teamsters 206 Employers Trust for Plan DDVR or any plan offered by the Trust as soon as practicable after ratification of the DCU contract.

- A. The parties agree that the provisions of Article 17.A.1.a. pertaining to Insurance contributions into the School District Health and Welfare Trust shall not apply to the employees covered by this Appendix.
- B. The parties agree effective June 1, 2007, that the provisions of Article 17.A.1. concerning the amount of the District's contribution, the composite rate of seven hundred and seventy-nine dollars (\$779) per month per full-time eligible employee covered by this Appendix and the definition of full-time and part-time employees as well as the contribution formula for each shall continue to apply to the employees covered by this Appendix although said contributions shall be made to the Teamsters 206 Employers Trust for the Trust's Plan DDVR or any plan offered by the Teamster Trust.
- C. Contributions shall be made on active employees, eligible retirees and their eligible spouse/same sex domestic partner. No contributions will be required for individuals who no longer work for the District regardless of the reason for separation except in the case of an individual whose discharge is reversed through Article 10 – Grievance Procedure.
- D. Any employee portion of the monthly contribution may be made on a pre-tax basis provided appropriate regulations allow.

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APPENDIX D

SALARY SCHEDULE FOR MAINTENANCE WORKERS

HOURLY WAGES FOR MAINTENANCE WORKERS FOR 2007–
2008 SHALL BE AS FOLLOWS:

HOURLY RATES

<u>CLASSIFICATION</u>	<u>Current</u>
Brick Mason	\$24.75
Carpenter	24.26
Carpet and Linoleum Layer	19.74
Cement Mason	22.24
Electrician	29.51
Glazier	24.11
Laborer	19.76
Machinist	24.77
Painter	19.76
Plasterer	22.32
Plumber	30.23
Roofer	19.13
Sheet Metal Worker	27.63
Steamfitter	30.23
Tile Setter	20.97

OTHERS

Mason Tender (Same as Laborer)	19.76
Plumber's Helper (Same as Laborer)	19.76
Motor Winder (78% of Electrician)	23.02
Electronic Technician (88% of Electrician)	25.97
Machinist Helper (86.5% of Machinist)	21.43

ROVERS

	<u>Current</u>
Rover	\$14.00/18.00

WAGES AND HOURS

1. Rates for Leadman, Foreman, and Assistant Foreman when assigned by the District will be as follows:

Leadman	=	Journeyman rate plus 3%
Assistant Foreman	=	Journeyman rate plus 6.5%
Foreman	=	Journeyman rate plus 10%

2. Workers performing work in a higher paid classification shall receive four (4) hours minimum pay for four (4) or less hours of work in the higher classification, or eight (8) hours if over four (4) hours of either a continual or accumulated actual time in the higher classification.
3. A. Eight (8) hours shall constitute a standard workday. Five (5) days, Monday to Friday, shall constitute a standard workweek.
B. The standard workdays shall be eight (8) consecutive hours set by the employer between the hours of 6:00am and 5:00pm with a minimum thirty (30) minutes unpaid lunch break. Standard shifts starting times may be changed upon thirty (30) days notice.
C. When so selected by the employer, a second, or "swing" shift may be established provided employees are given one week's written notice of shift changes, unless the affected employees and the DCU agree to waive such notice.
D. The standard second or "swing" shift shall be eight (8) consecutive hours between the hours of 12:00 noon and 12:00 midnight. Workers on the second or "swing" shift shall receive eight (8) hours' pay at the regular rate plus One Dollar and Six Cents (\$1.06) an hour for eight (8) hours' work which shall include a thirty (30) minute employer-paid lunch period.

- E. In the event an employee must work overtime, the employee shall be compensated at the overtime rate. There will be no comp time. Overtime shall be paid at the rate of one and one-half (1½x) times the regular rate of pay, except for Sundays and holidays, which shall be paid double (2x) the regular rate.
 - F. It is recognized by the parties that productivity and attendance are related issues and, therefore, have a joint interest in cooperating to improve both.
4. Bonus pay. If bargaining unit members participate in a bonus program as described in Article 21.D, any resulting bonus will be distributed on a per capita basis as a year-end bonus to all bargaining unit members employed at the time of distribution.

TRAINING PROGRAM

The DCU, through its affiliated unions, will cooperate with the administration of the District in reducing costs by the employment of apprentices through the apprenticeship programs of the appropriate union, up to the journeyman/apprentice ratio established by that union. The District will work with existing apprenticeship programs. The District will contribute to apprenticeship training programs for those trades in which the District has apprentices actively employed. Selection of apprentices by the District shall be done in consultation with the affected union.

LEAVES, VACATIONS AND HOLIDAYS

1. Article 20 (Vacations and Holidays) shall apply to maintenance workers. However, during the first six (6) calendar months of employment, vacation credit shall not accrue. If such an employee remains more than six (6) calendar months, vacation credit will be given retroactive to the beginning of employment.
2. All requests for vacation must be made two (2) weeks in advance of the first vacation day and are to be submitted through the Foreman for approval by the Supervisor of Maintenance. The supervisor may require that vacations be scheduled at a time least disruptive to the department to which the employee is assigned.

3. During the first six (6) months of employment, employees shall be entitled to all benefits provided by the Agreement with the exception of Article 16.B.1, 2., 3., and 4.

OPTIONAL 10-HOUR DAY, 4-DAY WORK WEEK

The District may find it desirable to effect a 10-hour, 4-day workweek with all or some of the maintenance workers on all or some shifts. Before implementing such a schedule, representatives of the District and the DCU shall meet and agree upon the conditions of such a schedule.

LAYOFFS

- A. The District agrees to meet and confer with the appropriate DCU Unions when contemplating establishing a critical specialty classification. This meeting by the District and the DCU shall take place prior to posting.
- B. The District agrees to supply to the appropriate DCU Union a list of critical specialty classifications and the specific qualifications and/or experiences necessary for an employee to be placed on the list.
- C. The District further agrees to attempt to provide on-the-job training to current senior employees to limit or eliminate exceptions to seniority in the event of layoff.
- D. When the District determines it is necessary to add an employee to a critical specialty classification, a present employee who meets the minimum qualifications and/or experience will be added to the list prior to hiring a new employee. Furthermore, when two or more present employees meet the minimum qualifications and/or experience, under these conditions, the most senior employee will be placed last on the list.
- E. Layoffs of employees hired prior to April 1, 1996 and who have subsequently been employed six or more consecutive calendar months shall be in accordance with Article 19 of this Agreement, except for established critical specialty classifications or new

critical specialty classifications established in accordance with the above procedure. Such employees' seniority will be frozen as of that date. Employees hired on or after April 1, 1996, will not gain seniority status, but may be placed on critical specialty lists.

- F. A regular employee laid off in accordance with Article 19 of this Agreement and is employed elsewhere will not forfeit future recall rights by declining reemployment with the District when the anticipated period of work is less than thirty (30) calendar days. An employee who does return to work for a short-term assignment of less than thirty (30) calendar days will not accrue additional seniority. Maintenance employees who otherwise qualify for the early retiree medical plan in Article 17.2 must have completed fifteen (15) years of accumulative service with the District if the reason for the breaks in service has been layoff.

EMERGENCY STANDBY

A worker, who agrees and is designated to be on call during evenings, weekends or holidays to meet emergency situations, shall receive one (1) hour of pay for each day they are on call.

TOOLS

If a worker is required to use his/her personal tools while on duty with the District, the District shall replace any tool loss providing the worker has filed a tool inventory list with, and approved by, the Maintenance Supervisor and the loss is not a result of carelessness or negligence on the part of the workers.

CONTRACTING REFERENCE

- A. Prior to awarding a public contract for the construction of a new facility or a major renovation or addition to an existing facility, the District shall give advance notice thereof to DCU. The District and DCU agree to discuss the possibility of a project labor agreement in the event that the District plans a project that is large enough or complex enough to make a project labor agreement beneficial and lawful.

B. All work that is contracted for by the District shall be subject to appropriate BOLI regulations including ORS Chapter 279 and OAR Chapter 839. The parties acknowledge that the District may need to use a competitive bidding process to consider subcontracting work other than that described in paragraph A if the work can be performed more efficiently or cost effectively by a contractor. That includes maintenance work and other work that has historically been performed by bargaining unit members. The primary reason for this subcontracting is not to undercut the wage and benefit package contained in this Agreement. If the District intends to subcontract such work, prior notice will be given to DCU. Subcontracting of such work is allowed provided that the employees of the contractor who hold positions comparable to those described in this Agreement receive an hourly compensation package (including wages, insurance and retirement) that is comparable to the hourly compensation package described in this Agreement for those positions (excluding Rovers). The only classifications subject to this requirement are those recognized by the Oregon Bureau of Labor and Industries. A comparable compensation package is established by:

- a) Being a signatory to the appropriate craft Master Labor Agreement; or,
- b) Paying the “prevailing wage” as determined by the Oregon Bureau of Labor & Industries; or,
- c) Other equally reliable proof.

Furthermore, the contractor must agree to provide reasonable information to the District and the DCU to allow an audit of compliance with the provisions of this paragraph.

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MEMORANDUM OF AGREEMENT

between

PORTLAND PUBLIC SCHOOLS

and

DISTRICT COUNCIL UNIONS

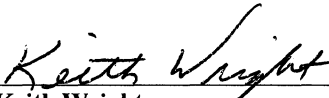
The DCU and the District agree that if the District implements a bi-weekly payroll system, that any provisions of this contract and any past practices of the District relating to payroll checks shall be modified to allow a bi-weekly payroll.

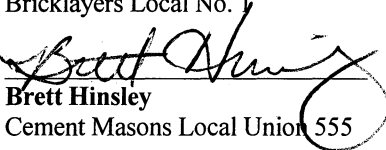
AFFILIATED UNIONS
SERVICING THIS AGREEMENT

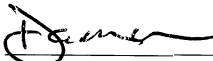
Bricklayers Local No. 1 (Appendix D)	503-232-0358
Pacific Northwest Regional Council of Carpenters (Appendix D)	503-261-1862
Cement Masons Local Union 555 (Appendix D)	503-232-9341
Electricians Local Union 48 (Appendices C, D,)	503-256-4848
Glaziers Architectural Metal and Glass Workers Local Union 740 (Appendix D)	503-255-3920
Laborers Local Union 296 (Appendix D)	503-256-5716
Linoleum and Carpet Layers Local Union 1236 (Appendix D)	503-255-8444
Machinists District Council 24 (Appendices B, D)	503-238-5550
Painters District Council 55 (Appendix D)	503-257-6644
Plasterers Local Union 82 (Appendix D)	503-232-3257
Plumbers & Steamfitters Local Union 290 (Appendix D)	503-691-5700
Roofers Local Union 49 (Appendix D)	503-232-4807
Sheet Metal Workers Local Union 16 (Appendix D)	503-254-0123
Teamsters Local Union 206 (Appendix A)	503-251-2344


The parties, by their authorized representatives, have set their hand to this agreement this 10th day of SEPTEMBER, 2007.

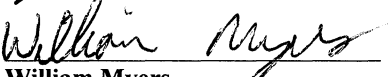
FOR THE DISTRICT COUNCIL UNIONS by:


Keith Wright
Bricklayers Local No. 1

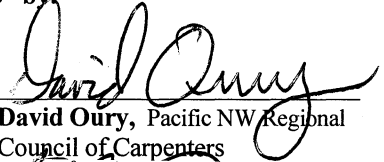

Brett Hinsley
Cement Masons Local Union 555

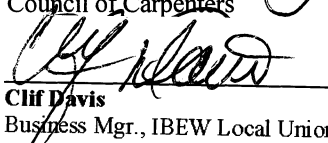

David Winkler
District Council 5 IUPAT

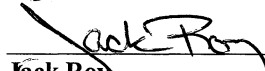

Jerry Moss (Chief Union Spokesperson)
Plumbers & Steamfitters Local 290


William Myers
Sheet Metal Workers Local Union 16

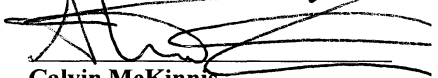
UNAVAILABLE
Mike Thompson
Roofers Local Union 49


David Oury, Pacific NW Regional
Council of Carpenters


Cliff Davis
Business Mgr., IBEW Local Union 48

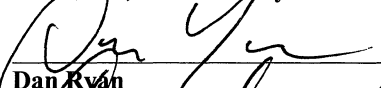

Jack Roy
Laborers Local Union 296



Scott Lucy
Machinists District Council 24



Calvin McKinnis
Plasterers Local Union 82



Gene Blackburn (Union Spokesperson)
Teamsters Local Union 206

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


Dan Ryan
PPS Board Co-Chair


Carole Smith
Superintendent


Dilafra Williams
PPS Board Co-Chair


Richard T. Clarke
Chief Human Resource Officer