

MEMORANDUM OF AGREEMENT



Between

PORTLAND PUBLIC SCHOOLS

And

DISTRICT COUNCIL OF UNIONS



2011-2012

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The parties agree to extend their 2007 – 2010 Agreement for an additional two years subject only to the following amendments:

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.
- H. 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 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.

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 October 1, 2010, the District shall contribute a maximum of nine hundred twenty six dollars (\$926.00) [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. Effective October 1, 2011, the District shall contribute a maximum of nine hundred seventy six dollars (\$976.00) [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.
 - c. 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.
 - d. 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.

ARTICLE 21 COMPENSATION

- A. On January 1, 2011, a 2% increase to all the classifications represented by the DCU to salary effective on the first pay period in January of 2011, 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, 2012.
- B. The parties agree to reopen this entire contract for negotiations for a successor agreement and exchange written proposals by March 1, 2012.
- 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.

APPENDIX A

SALARY SCHEDULE FOR WAREHOUSE WORKERS AND TRUCK DRIVERS

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

HOURLY RATE

Current

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, 2012, 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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The parties, by their authorized representatives, have set their hand to this agreement this 9th day of February, 2011.

FOR THE DISTRICT COUNCIL UNIONS by:

Keith Vignit
Bricklayers Local No. 1

Scott Shunk
Cement Masons Local Union 555

Joe
District Council 5 IUPAT

P.M. J...
Plumbers & Steamfitters Local 290

Willy Meyer
Sheet Metal Workers Local Union 16

Michael A. Thompson
Roofers Local Union 49

Ken...
Pacific NW Regional Council of Carpenters

...
Electricians Local Union 48

...
Laborers Local Union 296

...
Machinists District Council 24

...
Plasterers Local Union 82

...
Teamsters Local Union 206

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

Carole Smith
Superintendent

...
Director of Labor Relations