

**AGREEMENT**  
**between**  
**DISTRICT COUNCIL UNIONS**  
**and**  
**PORTLAND PUBLIC SCHOOLS**  
**2004-2005**

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, community agents, non-certified driver education instructors, bus 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 anytime be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by the Agreement.
- 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.

### 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 a 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 maybe 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) minutes 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 on absence from work for the District of more than one (1) month duration; their accumulated sick leave shall not be charged with days of sickness during such leave; and they shall not be paid for days of

illness during such leave except when the illness or injury is the factor which entitled the employee to the leave in question.

6. Employees who are absent five (5) consecutive days or more in a fiscal year, based upon the employee's work schedule, must submit a physician's statement upon return to work. Subsequently, the District 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 February 1, 2006, (impacting the January payroll) the District shall contribute \$764 per month toward the cost of health insurance benefits for each full-time eligible employee. This monthly amount is for the employee, and his/her eligible dependent(s) and spouse/domestic partner. The District shall contribute for insurance plans for eligible part-time employees (those regularly working twenty (20) hours or more, but less than thirty (30) hours per week) an amount not to exceed fifty percent (50%) of the contribution made by the District for full-time employees.
  - b. Beginning February 1, 2006, all employee groups with exception of employees covered by Appendices A and H, shall have the options under the package provided by the School District No. 1 Health and Welfare Trust that is commonly referred to as the PFTCE Plan Package. Employees in Appendix A (Warehouse Workers and Truck Drivers) and Appendix H (Television Services) have negotiated to participate in the insurance plans offered by the Teamsters Local 206 Health and Welfare 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 (1<sup>st</sup>) paycheck of the month for which the contribution is made.
- d. The maximum coverage for dental shall be One Thousand Seven Hundred Fifty Dollars (\$1,750) per eligibility year, and the life insurance shall be Ten Thousand Dollars (\$10,000).
  2. District contributions shall be for the cost of each insurance for participants in any of such plans, including eligible dependents of employees; provided that medical/hospitalization insurance shall be considered first priority and dental insurance shall be second priority. Before such payment is required with respect to an employee, the Trustees shall certify to the District that the employee has such medical/hospitalization coverage (1) through the Trust, or (2) from other coverage which is substantially equal to or greater than that provided by the Trust. The District will not offer a similar plan or other medical/hospitalization insurance coverage to employees, and will not provide cash payments thereto in lieu of its contribution to the Trust.
  3. If, during the life of this Agreement, a federal health insurance program covering all members of the bargaining unit becomes mandatory and effective, the parties agree to meet and discuss the effect thereof upon the District contribution to the Health and Welfare Trust.
  4. 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.

## 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

District will make supplemental payment from the date of injury in an amount equal to the difference between the compensation check and the employee's regular check during the period of payment under Worker's Compensation Act. This supplemental payment shall be paid for the portion when worker's compensation benefits are paid but not to exceed one hundred eighty (180) days for one (1) injury during the time no charge shall be made to the employee's sick leave. For other periods of absence due to a compensable injury, charge will not be made against the employee's accumulated sick leave. The 180-day period shall not constitute a guarantee in the event staff reductions become necessary pursuant to Article 19 of this Agreement. An employee who is injured on the job shall have the right for a period set forth by the worker's compensation statutes to return to a position similar to the one s/he occupied but subject to seniority provisions of Article 19.

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. Such examination of a current employee(s) may also be required:
2. 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.

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.

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.

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

Regularly employed 12-month employees shall receive the above days and, in addition, shall receive Independence Day and Christmas Day. In the event the District closes in observance of Martin Luther King's birthday, or any other day, 12-month employees shall not suffer pay loss. Holiday pay is included in the monthly annual salary of salaried employees. Regularly employed hourly employees shall receive full pay for holidays.

2. Employees shall receive holiday pay provided the holiday falls on a scheduled workday of an employee and that the employee worked or was on an authorized paid leave the nearest scheduled workday immediately preceding and following the holiday.
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

### 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, whichever is higher.

#### 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.

#### 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 11:59PM, December 31, 2005.
- B. Should there be an intervening change in the law which would significantly reduce the District's revenue, and thus, its fiscal stability below the level being planned for at the time of the execution of this Agreement, the parties agree to reopen the negotiations on salaries and other economic benefits established by this Agreement.
- C. In the event that under applicable laws, some other method of representation or some other applicable representative for employees is elected, this Agreement shall not terminate, but shall be fully binding according to its terms upon any and all employees or successors to the 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

	<u>Current</u>
Warehouse Worker/Truck Driver	\$19.94

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 within each department. Department seniority lists in effect on the date of the ratification of this Agreement shall become each department's seniority list. In the event of a layoff, the District will release personnel from the department in which the layoff is to occur in the

- inverse order of their seniority within that department. When filling a regular vacancy, the District will recall by seniority within the department. "Departments" are Central Warehouse, Educational Media, Nutrition Services and Maintenance. Employees laid off from other departments shall be interviewed and considered prior to considering outside applicants. 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, 2005, 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 to move employees covered by Appendix A to the Teamsters Local 206 Health and Welfare Trust for Plan DDVR as soon as practicable after ratification of the DCU contract.

- A. The parties agree that the provisions of Article 17.A.1.a. and d. pertaining to Insurance contributions into the School District Health and Welfare

Trust, SD Trust benefits and the exploration of alternative programs shall not apply to the employees covered by this Appendix.

- B. The parties agree that the provisions of Article 17.A.1, concerning the amount of the District's contribution, the composite rate of seven hundred sixty four dollars (\$764) 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 Local 206 Health and Welfare Trust for the Trust's Plan DDVR.
- 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. Article 17.A.2, shall not apply to employees covered by this Appendix.
- E. Any employee portion of the monthly contribution may be made on a pre-tax basis provided appropriate regulations allow.

STIPEND

Employees covered by this Appendix who are on the District's active payroll on June 10, 2005 shall be paid a stipend in the amount of eight hundred dollars (\$800). Said stipend shall be in a one (1) time, lump sum payment on a separate check, at the employee's regular tax rate and payable the first (1<sup>st</sup>) pay period after (12-12-05).

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APPENDIX B  
SALARY SCHEDULE FOR COMMUNITY AGENTS

THE WAGE RATES FOR COMMUNITY AGENTS SHALL BE:

HOURLY RATES

<u>STEP</u>	<u>Current</u>	EFFECTIVE 12-12-05 <u>+ 3%</u>
1	\$13.75	\$14.16
2	14.16	14.58
3	14.56	15.00
4	14.99	15.44
5	15.40	15.86
6	15.82	16.29
7	16.22	16.71
8	16.62	17.12
LG	17.29	17.81

After three (3) years at the eighth (8<sup>th</sup>) step, an employee shall move to the longevity (LG) pay step. Step increases will be granted to Community Agents effective the first (1<sup>st</sup>) payroll period after ratification (12-12-05).

1. The work year for Community Agents shall be 190 days. Community Agents who complete fifteen (15) hours off-duty of related inservice training shall receive an additional Two Hundred Sixty Five Dollars (\$265) above their annual salary. Verification of the completion of such inservice training must be on file with the Human Resources Department. In order to receive a salary adjustment retroactive to the beginning of the current school year, a Community Agent must, by October 31st, provide the Human Resources Department with proof of the inservice training taken. Adjustments based upon proof received after October 31st will be made effective the second month following the month the proof was received by the Human Resources Department.
2. Community Agents, with approval of their supervisors, may arrange their daily work schedules so that time required for designated evening duties, such as home visitations, and other community related activities, fall within the regular eight (8) hour workday. When a Community Agent is required to visit a student's home

after normal school hours, the District will provide a cell phone for check out during the home visit.

3. Community Agents shall be entitled to two (2) professional leave days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved by the employee's supervisor.
4. The District shall add Three Thousand Dollars (\$3,000) per year to the Career Development Fund established by Article 14 of the Agreement with Portland Federation of Teachers and Classified Employees. Community Agents may then participate in such fund up to the \$3,000 limit. Except for tuition, the District shall make direct payment, if agreeable by the provider, following receipt of attendance confirmation. For purposes of distribution of Career Development Funds as outlined in Section 14.A.1. of the Agreement with PFTCE, Community Agents will be considered bargaining unit members consistent with that contract's Memorandum of Agreement concerning Workforce Development.
5. In the absence of specific program or skill requirements, any reduction in work hours shall be done based upon seniority.
6. Vacant Community Agent positions expected to continue for more than six (6) months shall be posted on the District's website for the purpose of providing opportunity to existing Community Agents to make application for such positions. Such positions shall be posted for five (5) workdays providing that the delivery of services would not be substantially disrupted by the delay caused by the posting. Community Agents wishing to make application for a posted position shall do so by completing the District's online application process. For positions that are posted after April 1, but prior to July 15 for the coming school year, current Community Agents shall be considered prior to making offers to outside applicants.
7. Community Agents who were previously members of the PFTCE bargaining unit and are subject to a layoff have an option of returning to a PFTCE covered bargaining unit position pursuant to Article 27 of the PFTCE contract. As a result of these rights, the Community Agent will retain any accrued seniority and will be placed on the salary schedule that most closely matches his/her experience in the District. If a vacancy exists in a position covered by the PFTCE Classified Employees' labor agreement that is paid equal to or lower than the employee's current DCU covered position, the employee may be offered the assignment.
8. The District shall pay the full cost of tuition fees and supplies for any class, workshop or seminar for which an employee is directed to attend. If such attendance is required outside the employee's work year, employees shall be paid at his/her hourly rate or given the equivalent compensatory time off.
9. New employees shall be given a copy of the District's job description. Other employees will also receive a copy of their job description upon request made to the Human Resources Department. Upon request by a Community Agent, the Supervisor shall provide and review with the employee a written "position guide"

outlining the specific duties and responsibilities of the employee's work assignment. A copy of such position guide shall be placed in the employee's official personnel file.

10. The District agrees to provide the Federation with the name, address and cost center of all regularly employed Community Agents by October 10th of each school year. Thereafter, a listing of the name, address, work site, position, and home phone number, if available, of newly hired employees shall be provided on a monthly basis.
11. Community Agents may participate by contributing up to twenty (20) hours per year in the Sick Leave Bank as provided in the Agreement between the District and the Portland Federation of Teachers and Classified Employees.
12. The District shall provide, on a fully paid basis, bodily injury, liability and property damage insurance coverage, to the limits carried by the District for the use of automobiles owned, leased or hired by a Community Agent while in the normal course of his/her duties as a Community Agent of the District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the Community Agent. The District may require as a condition to this coverage that before the vehicle is used on District business, the Community Agent provide proof of insurance showing that he or she has at least the minimum amount of insurance required to license the vehicle in the State of Oregon. The District will reimburse the Community Agent for any deductible cost the Community Agent is required to pay as a result of an on-duty accident, not to exceed Two Hundred Fifty Dollars (\$250.00). Reimbursement will not be made if the Community Agent is convicted of or admits to driving under the influence of intoxicants or with a suspended license.
13. Retroactive pay adjustments shall only be implemented for those employees who are active, on an approved leave of absence, or who are PERS eligible and have retired, at the time of the adjustment.
14. The evaluation of a Community Agent shall be conducted according to Article 19 of the current PFTCE Agreement.

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APPENDIX C  
SALARY SCHEDULE FOR CAMPUS MONITORS

THE WAGE RATES FOR CAMPUS MONITORS SHALL BE:

HOURLY RATES

<u>STEP</u>	<u>Current</u>	EFFECTIVE 12-12-05 <u>+ 4%</u>
1	\$13.63	\$14.18
2	14.03	14.59
3	14.44	15.02
4	14.85	15.44
5	15.24	15.85
6	15.66	16.29
7	16.07	16.71
8	16.48	17.14
LG	17.13	17.82

After three (3) years at the eighth (8<sup>th</sup>) step, an employee shall move to the longevity (LG) pay step. A Step increase will be granted to Campus Monitors effective the first (1<sup>st</sup>) payroll period after ratification (12-12-05).

1. The work year for Campus Monitors shall be 190 days. Campus Monitors who complete fifteen (15) hours off duty of related inservice training shall receive an additional Two Hundred Sixty Five Dollars (\$265) above their annual salary. Verification of the completion of such inservice training must be on file with the Human Resources Department. In order to receive a salary adjustment retroactive to the beginning of the current school year, a Campus Monitors must, by October 31st, provide the Human Resources Department with proof of the inservice training taken. Adjustments based upon proof received after October 31st will be made effective the second month following the month the proof was received by the Human Resources Department.
2. Campus Monitors, with approval of their supervisors, may arrange their daily work schedules so that time required for designated evening duties, such as home visitations, and other community related activities, fall within the regular eight (8)

- hour workday. Campus Monitors will be provided with the necessary equipment as required by the supervisor to perform their duties and responsibilities.
3. Campus Monitors shall be entitled to two (2) professional leave days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved by the employee's supervisor.
  4. Campus Monitors may participate in the Career Development Fund as set forth in Paragraph 4 of Appendix B of this Agreement. For purposes of distribution of Career Development Funds as outlined in Section 14.A.1. of the Agreement with PFTCE, Campus Monitors will be considered bargaining unit members consistent with that contract's Memorandum of Agreement concerning Workforce Development.
  5. In the absence of specific program or skill requirements, any reduction in work hours shall be done based upon seniority.
  6. Vacant Campus Monitor positions expected to continue for more than six (6) months shall be posted on the District's website for the purpose of providing opportunity to existing Campus Monitors to make application for such positions. Such positions shall be posted for five (5) workdays providing that the delivery of services would not be substantially disrupted by the delay caused by the posting. Campus Monitors wishing to make application for a posted position shall do so by completing the District's online application process. For such positions that are posted after April 1, but prior to July 15 for the coming school year, current Campus Monitors shall be considered prior to making offers to outside applicants.
  7. Campus Monitors who were previously members of the PFTCE bargaining unit and are subject to a layoff have an option of returning to a PFTCE covered bargaining unit position pursuant to Article 27 of the PFTCE contract. As a result of these rights, the Campus Monitors will retain any accrued seniority and will be placed on the salary schedule that most closely matches his/her experience in the District. If a vacancy exists in a position covered by the PFTCE Classified Employees' labor agreement that is paid equal to or lower than the employee's current DCU covered position, the employee may be offered the assignment at the District's discretion.
  8. The District shall pay the full cost of tuition fees and supplies for any class, workshop, or seminar for which an employee is directed to attend. If such attendance is required outside the employee's work year, employees shall be paid at his/her hourly rate or given the equivalent compensatory time off.
  9. The District shall provide inservice training for Campus Monitors. A Joint Labor/Management Committee will be established to facilitate the development and implementation of such program.
  10. A Campus Monitor may attend a workshop, conference, or seminar related to his/her work assignment during his/her regular work hours provided the following conditions are met:
    - a. Approval of Supervisor;

- b. Coverage of work assignment without additional cost being incurred; and
  - c. Documentation provided to validate attendance.
11. New employees shall be given a copy of the District's job description. Other employees will also receive a copy of their job description upon request made to the Human Resources Department.
  12. The District will provide training to all Campus Monitors in blood borne pathogens and first aid within sixty (60) days of his/her first day of employment as Campus Monitor.
  13. The District agrees to provide the Federation with the name, address, and cost center of all regularly employed Campus Monitors by October 10th of each school year. Thereafter, a listing of the name, address, work site, position, and home phone number, if available, of newly hired employees shall be provided on a monthly basis.
  14. Campus Monitors may participate by contributing up to twenty (20) hours per year in the Sick Leave Bank as provided in the Agreement between the District and the Portland Federation of Teachers and Classified Employees.
  15. Retroactive pay adjustments if any, shall only be implemented for those employees who are active or on an approved leave of absence at the time of the adjustment.
  16. The evaluation of a Campus Monitor shall be conducted according to Article 19 of the current PFTCE Agreement.

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APPENDIX D  
PHYSICAL AND OCCUPATIONAL THERAPISTS

The salaries for Physical and Occupational Therapists shall be in accordance with the teachers' salary schedule agreed to by the Board and shall be based upon a 190-day work year.

1. The workday for Physical and Occupational Therapists shall be eight (8) hours including a minimum of thirty (30) minute duty-free lunch.
2. Physical and Occupational Therapists shall receive credit on the salary schedule for completed college and university coursework or inservice classes related to their assignment. Such credit shall be awarded on the same basis as granted to teachers. Attendance at approved inservice classes, workshops, and seminars will be credited at one (1) credit hour for each eleven (11) hours of actual attendance. Only coursework taken during off-duty times shall be applicable for salary credit.
3. The District shall reimburse Physical and Occupational Therapists for tuition cost for up to six (6) non-cumulative hours in a 12-month period for which graduate credit is granted by a college or university. Reimbursement will be for actual cost of tuition but not to exceed the tuition rate for graduate courses at Portland State University. Evidence of a passing grade must be provided to the District in order to receive reimbursement. In the event that appropriate coursework is not available through a graduate/undergraduate program, these funds may be utilized for tuition, registration, or enrollment fees for seminars, workshops, or other related professional conferences if approved by the supervisor. Except for tuition, the District shall make direct payment, if agreeable by the provider, following receipt of attendance confirmation.
4. Physical and Occupational Therapists shall be entitled to two (2) accumulative professional leave days per year, but the employee may not use more than four (4) such days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved by the employee's supervisor.
5. A Professional Improvement Fund in the amount of Seven Thousand Dollars (\$7,000) shall be established. This fund shall be available to Physical and Occupational Therapists for the purpose of attending conferences, seminars, and workshops related to the employee's work assignment. Tuition, registration or enrollment fees may be reimbursed as per paragraph 3 above. The group may submit its recommendations as to how the funds shall be distributed among the employees. Use of funds must have prior approval by the District.
6. Upon request, Physical and Occupational Therapists shall be provided a written position guide setting forth the basic responsibilities for the assignment.
7. Physical and Occupational Therapists should check the District's website for vacancies and for the purpose of providing opportunity to existing employees to

apply for a vacant position. Such application shall be made via the District's online application process. For Physical Therapist and Occupational Therapist positions that are posted after April 1, but prior to July 15 for the coming school year, current employees will be considered prior to making offers to outside applicants.

8. Prior to the end of the school year, the District shall provide Physical and Occupational Therapists with the opportunity to consult with the administration regarding assignments for the subsequent year. Prior to a substantial modification of an assignment, i.e., relocation, the administration shall meet with the affected employee(s) to discuss the modification. In the case of involuntary transfer, absent specific program or skill requirements, the least senior employee shall be transferred. Upon request of an employee, the supervisor shall meet and consult regarding caseload and/or course load assignments.
9. The District shall monitor caseloads in order to meet service requirements as determined by the District. Individual case loads may vary according to the following:
  - a. the degree and type of dysfunction of students served;
  - b. travel required and space availability;
  - c. number of assessments required as part of the multi disciplinary team;
  - d. amount of time spent providing consultation and inservice training to parents and staff members;
  - e. other required duties including, but not limited to:
    - (1) designing, fabricating and/or ordering adaptive equipment;
    - (2) parent and community contact; and
    - (3) documentation as required.

If an Occupational or Physical Therapist feels that his/her caseload is becoming too large, he/she may request a meeting with their supervisor to discuss the situation and explore other options or alternatives that may be available.

10. Physical and Occupational Therapists are excluded from the overtime provisions of Article 14 of this Agreement. However, with the approval of their supervisors, employees may arrange their daily schedules so that time required outside of normal business hours, such as evening or weekend meetings with parents and students, falls as nearly as possible within a regular eight (8) hour workday or forty (40) hour work week.
11. Early retirement incentive payments provided teachers by the District shall also be provided to Physical and Occupational Therapists.
12. Physical and Occupational Therapists may participate in the Sick Leave Bank as provided in the current Agreement between the District and the Portland Federation of Teachers and Classified Employees. Physical and Occupational Therapists may voluntarily contribute up to twenty (20) hours per year.

13. Evaluations for Occupational and Physical Therapists will be conducted in accordance with Article 19 of the current PFTCE Collective Bargaining Agreement.
14. The District agrees to provide the Federation with the name, address and cost center of all regularly employed Occupational & Physical Therapists by October 10th of each school year. Thereafter, a listing of the name, address, work site, position, and home phone number, if available, of newly hired employees shall be provided on a monthly basis.

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APPENDIX E  
 SALARY SCHEDULE FOR NONCERTIFIED  
 DRIVER EDUCATION INSTRUCTORS

THE WAGE RATES FOR DRIVER EDUCATION INSTRUCTORS SHALL BE:  
 HOURLY RATES

<u>STEP</u>	<u>Current</u>	EFFECTIVE 12-12-05 <u>+ 4%</u>
1	\$15.41	\$16.03
2	17.43	18.13
Lead Driver*	18.30	19.03

\*5 percent above Step 2

Instructors must meet the District's credentialing requirements.

New hires shall be placed on Step 2 provided they have previous experience equivalent to one hundred fifty (150) hours of driver education experience or hold a driver's education endorsement.

CONTRACT EXCEPTIONS

- A. School District No. 1 Health and Welfare Trust Premiums under Article 7.B shall not apply.
- B. Article 11 (Discipline, Demotion, and Dismissal) shall not apply to disciplinary action for cause related to other District employment when cause for such action also substantially relates to employment as a Driver Education Instructor.
- C. The provisions of Article 14 (Overtime and Call Back) shall not apply.
- D. The provisions of Article 15 (Lunch and Rest Periods) shall not apply, except that a Driver Education Instructor that works a four (4) hour continuous block of time may take a fifteen (15) minute break.
- E. The provisions of Article 16 (Leaves) shall not apply except that an unpaid medical leave of absence for up to six (6) months shall be granted to an employee who is disabled.
- F. The provisions of Article 17 (Insurance) shall not apply.
- G. The right to recall under Article 19.D shall be reduced from three (3) years to eighteen (18) months.

H. Article 19, Section F, shall not apply.

I. The provisions of Article 20 (Vacations and Holidays) shall not apply.

#### ASSIGNMENTS

Subject to reasonable program requirements, full-time session assignments (normally eight (8) students or the equivalent) shall be made by seniority wherever possible. Location of assignment is not made by seniority.

#### SENIORITY

Seniority shall be defined as the number of sessions of continuous employment, excluding leaves of absence, except that all instructors employed at the time of the execution of this Agreement shall be credited with the total number of sessions they have worked. An instructor returning from a leave of absence will be reinstated with the seniority held at the commencement of the leave.

#### UNPAID LEAVE

Unpaid leaves of absence, except for those as outlined in Article 16, shall be granted based on seniority and staffing needs. The instructor will notify the Driver Education Office, in writing, at least ten (10) days prior to the requested leave.

#### SUMMER EMPLOYMENT

Opportunity for summer employment will be offered to instructors based upon seniority provided they are qualified. If an insufficient number of drivers sign up for summer work, assignment shall be made by the District commencing with the least senior drivers. If a driver so assigned chooses not to work during the summer, the driver shall not be entitled to exercise seniority for assignment in the next session in which they work.

#### INFORMATION TO FEDERATION

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

APPENDIX F  
SALARY SCHEDULE FOR BUS DRIVERS

THE WAGE RATES FOR BUS DRIVERS SHALL BE:

HOURLY RATES

<u>STEPS</u>	<u>CURRENT</u>	EFFECTIVE 12-12-05 + 4%
1	\$12.20	\$12.69
2	12.92	13.44
3	13.63	14.18
4	14.36	14.93

LONGIVITY RATES

LG-5	15.08	15.68
LG-10	15.88	16.51

ASSIGNMENT PREMIUMS

Driver/Trainer	Base Rate +\$1.00
Driver/Dispatcher	Base Rate +\$1.50
Driver/Radio Operator	Base Rate +\$1.50

- A. Drivers who complete five (5) years of service as a bus driver with the District shall receive longevity pay LG-5. Such pay shall become effective the month following completion of five (5) years of service. Drivers who complete ten (10) years of service as a bus driver with the District shall receive longevity pay LG-10. Such pay shall become effective the month following completion of ten (10) years of service.
- B. A single step increment will be granted once each school year for eligible drivers. For clarification, the step increment is in addition to the salary schedule increases above.
- C. Retroactive pay adjustments shall only be implemented for those employees who are active, on an approved leave of absence, been transferred to a different position within the District, or who are PERS eligible and have retired, at the time of the adjustment.
- D. Trainees shall receive the state or federal minimum wage, whichever is highest, while in training. Trainees shall not be entitled to other benefits provided by this Agreement. Upon satisfactory completion of training and eligibility requirements and assignment as a bus driver, they shall be placed at Step 1.

- E. Newly employed drivers who have had immediate past experience as a school bus driver outside the District shall be given one (1) step credit for each two (2) years of experience except that none shall be placed higher than Step 2.
- F. A driver designated as a Driver/Dispatcher, Driver/Trainer or Driver/Radio operator shall receive the hourly premium specified in addition to his/her hourly rate.
- G. A driver shall receive a minimum of six (6) hours of work daily and shall be obligated to perform assigned work as necessary to meet the six (6) hour per day minimum effective July 1, 2000.
- H. Each driver who works more than four (4) hours per day on a continued movement shall be entitled to a minimum of one-half (1/2) hour duty-free lunch period without pay. When a driver's assignment precludes a duty-free lunch period (1/2 hour), the driver shall be paid for such period.
- I. Drivers required to attend in-service training during the course of the school year on days that they otherwise would not be working, shall receive not less than four (4) hours pay at their regular rate. The District agrees to consolidate such training into as few days as possible and shall make a reasonable effort to have the August in-service day and bid day occur on two (2) consecutive days. The ATU will send a written reminder to drivers indicating that attendance at the August meeting is mandatory and stressing the importance of on-time attendance.
- J. In the event of nonscheduled early dismissal, drivers on duty who report back to work shall receive not less than their regular setup time or actual time worked, whichever is greater. In the event of an unscheduled two-hour late start due to weather, drivers are to report one and one-half (1 1/2) hours later than regular report time. In the event of a scheduled two-hour late opening, drivers are to report two (2) hours later than regular report time.
- K. In accordance with the Alternate Emergency Snow Route Stops pamphlet, on inclement weather condition days when the announcement calls for "PPS closed. Faculty and staff report," all drivers, along with all other staff, are expected to report to work. In lieu of driving, drivers will receive training equal to their set-up hours for the day. If a driver is unable to report for work due to road conditions, this constitutes an emergency that qualifies under the paid emergency/personal business leave provision under Article 16. If a driver does not have any emergency/personal leave, the absence will be unpaid.
- L. Definitions:
  - ON-DUTY TIME shall be defined as:

Report to work until return to base station or parkout after completion of assigned movement. Drivers shall be paid no less than six (6) hours daily. However, a driver is subject to assignment of work by the District during the entire six (6) hour period.
  - OFF-DUTY TIME shall be defined as:

Any time that a driver is at the base station or parkout for more than one-half (1/2) hour between movements.
  - A BUS MOVEMENT shall be defined as:

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

LAYOVER shall be defined as:

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

PARKOUT shall be defined as:

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

EXTRA WORK shall be defined as:

Temporary work not directly related to home-to-school service. Such work shall include, but not be limited to, radio/dispatch assistance, special event transportation, transportation services provided when PPS is closed, general housekeeping, miscellaneous administrative support etc.

TEMPORARY ASSIGNMENT shall be defined as:

Short-term work that may be in addition to, or outside of, the driver's normal route.

M. The term "seniority" in this Appendix shall mean length of service as a bus driver with the District.

1. Drivers will be given the opportunity to bid on routes prior to the beginning of the school year. Thereafter, any additional work shall be posted and bid separately providing it does not conflict with the driver's existing routes. Another opportunity to bid shall occur in June for summer work.
2. Any separate noon route which is created after initial bidding and is not tied-in with an AM/PM route shall be posted for bid and awarded to the most senior driver as long as the new combined route does not exceed eight (8) hours of work per day. Noon routes that are combined with other routes at the completion of the initial bid shall remain combined for the school year.
3. Temporary assignments will be offered to drivers on the basis of seniority and qualifications. In the event no driver accepts the assignment, it will be assigned to the least senior qualified driver taking into consideration the needs of the District and efficiencies of operations.
4. The District shall post route schedules and descriptions, standby positions, any special qualifications required, and seniority lists. Such posting shall be for a period of not less than three (3) days at each parking location. Drivers shall then bid routes based on seniority. If they are not bid during this time, the route will be assigned by the District.
5. Bidding will be conducted by seniority. Drivers may bid by written proxy only at the beginning of the school year. Verbal proxies are not permitted. Drivers who do not bid will be assigned whatever route is still available after all other drivers have bid. No driver shall be allowed to bid until completion of the District

training requirements for the coming school year. Such drivers will be subject for assignment after completion of the required training.

6. When a route becomes permanently vacant or a new route is created after initial bidding, the schedule and description of that route shall be posted and will be bid up to two (2) more times each awarded on a seniority basis. Any resulting open route will then be assigned by District Management.
7. Set-up times for routes shall be reviewed following the last week of September and adjustments made where appropriate.
8. Cover drivers shall be assigned work, including coverage of routes when regular drivers are unavailable, and will be set up as eight (8) hours guarantee per day.
- O. Notices for vacancies that represent promotional opportunities for drivers, that is, driver/trainer, driver/dispatcher, driver/radio operator, shall be posted for a minimum of three (3) days. The District may fill the position on an emergency basis (not to exceed one (1) week) without posting.
- P. In the event a route schedule is changed which reduces the number of hours of work for a driver, any reduction in hours of pay shall not be effective for two (2) weeks. Layoff shall be conducted in accordance with Article 19 of this Agreement.
- Q. For accident guidelines, refer to the Drivers' Handbook.
- R. Upon employment or re-employment, a driver shall be given a copy of the School Bus Drivers' Handbook, the current collective bargaining agreement, and, if available, the Oregon Pupil Transportation Manual.
- S. Discipline for Poor Attendance and Tardiness:
  1. A driver will be considered late for work if s/he checks in later than his/her established time. Drivers who have known absences on their routes and wish to check in at a later time than usual must be authorized by a supervisor or designee in order to do so.
  2. If a driver reports to work so late that his/her route has already been dispatched, it will be up to the discretion of the supervisor or designee as to whether or not that driver will check in and go on duty. If a supervisor or designee has not arrived at work yet, that driver will check in and wait for the supervisor's arrival.
  3. If it is determined that a driver shall check in or remain on duty, then that driver shall receive pay only for the actual time on duty, regardless of any guarantee.
  4. Verification of Absence:

All drivers shall be required to submit appropriate forms and verification upon return to work prior to receiving bus keys.
  5. No Call, No Show for Assigned Work

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

1st occurrence	Verbal warning
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2nd occurrence	Written warning
3rd occurrence	One (1) day suspension without pay
4th occurrence	Three (3) days suspension without pay
5th occurrence	Ten (10) days suspension without pay
6th occurrence	Termination

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

- T. All drivers are required to read and become familiar with the District Drivers Handbook. Drivers who were hired prior to March 1 of the previous school year and have been active employee since, will receive a stipend of one hundred fifty dollars (\$150) in their December check.
- U. The District shall reimburse drivers for the cost of testing and fees for initially obtaining a Commercial Driver’s License certificate. The District shall pay such costs for newly hired drivers. The District will pay for only tests that are passed.
- V. Drivers hired after July 1, 2000, who are designated by the District as part time, are excluded from the six (6) hour minimum in Section 6, above.

Summer school drivers shall receive a minimum of 4.5 hours of work daily with 2.25 hours per movement. Summer school drivers are excluded from the six (6) hour minimum in Section 6, above.

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APPENDIX G  
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

HOOURS 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.

STIPEND:

Employees covered by this Appendix who are on the District's active payroll on July 29, 2005 shall be paid a stipend in the amount of eight hundred dollars (\$800). Said stipend shall be in a one (1) time, lump sum payment on a separate check, at the employee's regular tax rate and payable the first (1<sup>st</sup>) pay period after ratification (12-12-05).

APPENDIX H  
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
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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 provide 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 H except as specifically modified herein. The parties agree to move employees covered by Appendix H to the Teamsters Local 206 Health and Welfare Trust for Plan DDVR as soon as practicable after ratification of the DCU contract.

- A. The parties agree that the provisions of Article 17.A.1.a. and d. pertaining to Insurance contributions into the School District Health and Welfare Trust, SD Trust benefits and the exploration of alternative programs shall not apply to the employees covered by this Appendix.
- B. The parties agree that the provisions of Article 17.A.1. concerning the amount of the District’s contribution, the composite rate of seven hundred sixty four dollars (\$764) 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 Local 206 Health and Welfare Trust for the Trust’s Plan DDVR.
- 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. Article 17.A.2. shall not apply to employees covered by this Appendix.

- E. Any employee portion of the monthly contribution may be made on a pre-tax basis provided appropriate regulations allow.

**STIPEND**

Employees covered by this Appendix who are on the District's active payroll on June 15, 2005 shall be paid a stipend in the amount of eight hundred dollars (\$800). Said stipend shall be in a one (1) time, lump sum payment on a separate check, at the employee's regular tax rate and payable the first (1<sup>st</sup>) pay period after ratification (12-12-05).

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APPENDIX I  
SALARY SCHEDULE FOR MAINTENANCE WORKERS

HOURLY WAGES FOR MAINTENANCE WORKERS FOR 2004 – 2005 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
<u>OTHERS</u>	
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>	<u>Effective</u> <u>12-12-05</u>
Rover	\$12.00 / 16.00	14.00 / 18.00

ROVERS

1. The District may employ up to eleven (11) Rovers at a time. The wages of the rovers will not come out of the maintenance work force wage budget. Rovers may perform maintenance work other than licensed work within the jurisdiction of the multi craft teams and consistent with the list of appropriate work assignments developed jointly by the District and DCU. That list can be revised at any time by mutual agreement. After six (6) months and then annually, the District and DCU will review the use of rovers and any needed changes to this provision or to the list of appropriate work assignments. The starting hourly wage for a rover is \$14.00. Annually on the anniversary date of hire, the hourly wage rate will be increased by \$1.00 to a maximum of \$18.00 per hour provided that the rover's performance evaluations are satisfactory or better.
2. Effective December 21, 2005 current Rovers on the District's active payroll on 12-21-05 shall receive a one-dollar (\$1.00) per hour wage increase effective with hours worked on and after that date.
  - a. The \$800 stipend that is available to other employees covered by this Appendix is not available to employees in the Rover classification.

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 6:00 a.m. and 5:00 p.m. 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 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 17.4 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.

## STIPEND

Except for employees in the Rover classification, employees covered by this Appendix who are on the District’s active payroll on December 21, 2005 shall be paid a stipend in the amount of eight hundred dollars (\$800). Said stipend shall be in a one (1) time, lump sum payment on a separate check, at the employee’s regular tax rate and payable the first (1<sup>st</sup>) pay period after ratification (12-12-05).

LETTER OF AGREEMENT  
BETWEEN  
PORTLAND PUBLIC SCHOOLS,  
AND  
PORTLAND FEDERATION OF TEACHERS AND CLASSIFIED EMPLOYEES

APPENDIX D  
OCCUPATIONAL THERAPISTS & PHYSICAL THERAPISTS

WORKLOADS

The parties to this Agreement are Portland Public Schools and Portland Federation of Teachers and Classified Employees, a member union of District Council of Unions (“DCU”).

The parties agree to form a labor management committee to review the workloads of Occupational Therapists and Physical Therapists and make recommendations to the Director of the Special Education Department.

Dated this \_\_\_\_\_ day of February, 2006.

FOR THE UNION

FOR THE DISTRICT

\_\_\_\_\_  
Kathy Hornstein  
President, PFTCE

\_\_\_\_\_  
Richard T. Clarke  
Chief Human Resources Officer

LETTER OF AGREEMENT  
between  
PORTLAND PUBLIC SCHOOLS  
and  
DISTRICT COUNCIL UNIONS

APPENDIX I

RETIREE INSURANCE

The District and DCU agree that bargaining unit members who lose their employment with the School District by layoff under Appendix I are eligible to participate in the retiree medical/hospitalization benefit under Article 17.A.4. provided that they meet the requirements stated in that Article at the time of layoff, even if the laid off employee works for other employers after the layoff. Like early retirees, these laid off employees can elect to defer the start of the retiree medical benefit provided that the individual maintains health insurance coverage either through the Trust or through a comparable health insurance program after the layoff and before the commencement of retiree medical benefit. Once benefits start under Article 17.A.4. the individual is no longer eligible for recall from layoff.

Dated this \_\_\_\_\_ day of February, 2006.

FOR THE UNION

FOR THE DISTRICT

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Jerry Moss  
District Council Unions

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Richard T. Clarke  
Chief Human Resources Officer

LETTER OF UNDERSTANDING  
between  
PORTLAND PUBLIC SCHOOLS  
DISTRICT COUNCIL UNIONS  
and  
PAINTERS DISTRICT COUNCIL #5

APPENDIX I

PAINTERS

The parties to this Agreement are Portland Public Schools (the "School District") and Painters District Council #5 ("Council"), a member union of District Council of Unions ("DCU").

1. As stated in the 1999-2004 collective bargaining agreement between the School District and DCU, the wage rate for the painter job classification effective July 1, 1999, is \$17.89.
2. Effective with the first payroll cycle after the date the agreement is ratified by DCU and the School District and through the remainder of the term of the agreement, the spray pay differential under the prior collective bargaining agreement of \$1.06 per hour will cease to be in effect.
3. Effective for 2000-2001, the wage rate for the job classification of painter will be the same as is established under the agreement for the job classification of laborer.

Dated this \_\_\_\_\_ day of February, 2006.

FOR THE UNION

FOR THE DISTRICT

\_\_\_\_\_  
John Kirkpatrick  
Painters District Council #5

\_\_\_\_\_  
Richard T. Clarke  
Chief Human Resources Officer

\_\_\_\_\_  
Jerry Moss  
District Council Unions

LETTER OF UNDERSTANDING

APPENDIX I

BRICKLAYERS, CEMENT MASONS, & PLASTERERS

Due to the relaxation of jurisdictional assignments, it is understood between the Portland School District and the following affiliates of the District Council of Unions. The affiliates are the Cement Masons Local 555, Plasterers Local 82 and Bricklayers Local 1 (the Bricklayers also represent the tile setters). It is understood that so long as the District continues to perform work that is currently assigned to, or any future work that falls within the jurisdiction of said unions, that requires three (3) or more full-time skilled craft employees of the aforementioned unions, the District will continue to employ one (1) member from each of said unions. If the amount of this work performed by the District falls below three full-time employees, the District will determine which crafts will continue to be represented in District employment.

Dated this \_\_\_\_\_ day of February, 2006.

FOR THE UNION

FOR THE DISTRICT

\_\_\_\_\_  
John Mohlis  
Bricklayers Local 1

\_\_\_\_\_  
Richard T. Clarke  
Chief Human Resources Officer

\_\_\_\_\_  
Bruce Temple  
Cement Masons Local 555

\_\_\_\_\_  
Steve Zuercher  
Plasterers Local 82

AFFILIATED UNIONS  
SERVICING THIS AGREEMENT

Bricklayers Local No. 1 (Appendix I)	503-232-0358
Pacific Northwest Regional Council of Carpenters (Appendix I)	503-261-1862
Cement Masons Local Union 555 (Appendix I)	503-232-9341
Electricians Local Union 48 (Appendices H, I)	503-256-4848
Glaziers Architectural Metal and Glass Workers Local Union 740 (Appendix I)	503-255-3920
Laborers Local Union 296 (Appendix I)	503-256-5716
Linoleum and Carpet Layers Local Union 1236 (Appendix I)	503-255-8444
Machinists District Council 24 (Appendices G, I)	503-238-5550
Painters District Council 55 (Appendix I)	503-257-6644
Plasterers Local Union 82 (Appendix I)	503-232-3257
Plumbers & Steamfitters Local Union 290 (Appendix I)	503-691-5700
Roofers Local Union 49 (Appendix I)	503-232-4807
Sheet Metal Workers Local Union 16 (Appendix I)	503-254-0123
PFTCE Local Union 111 (Appendices B, C, D, E)	503-236-3497
Transit Employees Local Union 757 (Appendix F)	503-232-9144
Teamsters Local Union 206 (Appendix A)	503-251-2344

The parties, by their authorized representatives, have set their hand to this agreement this \_\_\_\_ day of February, 2006.

FOR THE DISTRICT COUNCIL UNIONS by:

\_\_\_\_\_  
John Mohlis  
Bricklayers Local No. 1  
Carpenters

\_\_\_\_\_  
David Oury  
Pacific NW Regional Council of

\_\_\_\_\_  
Bruce Temple  
Cement Masons Local Union 555

\_\_\_\_\_  
Lee Duncan  
Electricians Local Union 48

\_\_\_\_\_  
John Kirkpatrick  
District Council 5 IUPAT

\_\_\_\_\_  
Jack Roy  
Laborers Local Union 296

\_\_\_\_\_  
Mike O'Rourke  
Plumbers & Steamfitters Local Union 290

\_\_\_\_\_  
Scott Lucy  
Machinists District Council 24

\_\_\_\_\_  
Steve Kowats  
Sheet Metal Workers Local Union 16

\_\_\_\_\_  
Steve Zuercher  
Plasterers Local Union 82

\_\_\_\_\_  
Al Zullo  
Transit Employees Local Union 757

\_\_\_\_\_  
Mike Thompson  
Roofers Local Union 49

\_\_\_\_\_  
Kathy Hornstein  
PFTCE Local Union 111

\_\_\_\_\_  
Gene Blackburn (Chief Union Spokesperson)  
Teamsters Local Union 206

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

\_\_\_\_\_  
David Wynde  
PPS Board Co-Chair

\_\_\_\_\_  
Bobbie Regan  
PPS Board Co-Chair

\_\_\_\_\_  
Vicki Phillips  
Superintendent

\_\_\_\_\_  
Richard T. Clarke  
Chief Human Resource Officer