

**RESOLUTION No. 6026**

2020-23 Agreement between District Council of Unions and  
School District No. 1J, Multnomah County, Oregon

**RESOLUTION**

The Superintendent is authorized and directed to execute the 2020–2023 Agreement between the District Council of Unions, representing the trades, and School District No. 1J, Multnomah County, Oregon, as provided to the Board of Education and filed in the record of this meeting.

**DRAFT AGREEMENT**  
**Between**  
**DISTRICT COUNCIL OF UNIONS**  
**and**  
**PORTLAND PUBLIC SCHOOLS**  
**2020 - 2023**

**PREAMBLE**

This Agreement is entered into by and between the District Council of Unions, hereinafter referred to as the "DCU", and School District #1, Multnomah County, Oregon, hereinafter referred to as the "District".

**ARTICLE 1**

**RECOGNITION AND APPLICATION OF THE AGREEMENT**

The District recognizes the DCU as the exclusive bargaining representative for its affiliated unions. This Agreement and appendices shall apply as appropriate to all warehousemen and truck drivers, maintenance workers, and all other classifications specified elsewhere in this Agreement, including the Appendices.

**ARTICLE 2**

**TEMPORARY EMPLOYEES**

- A. A temporary employee is one who is hired to fill a position with a duration of six (6) consecutive months, or less, or to replace a regular employee on an approved leave of absence or absence due to an on-the-job injury.
- B. Temporary employees are entitled to all benefits of this agreement except benefits provided by Article 19 (Reduction of Staff), and 20 (Vacation and Holidays).
- C. The parties agree that temporary employees' sick leave will be regulated by Portland Public Schools memo dated November 8, 2019 – attached.
- D. The use of temporary employees shall not be used systematically to avoid hiring regular employees.

- E. Temporary employees will, upon re-employment, be given seniority credit for previous time worked as a temporary employee unless a period of six (6) months or more has elapsed since their last period of employment.
- F. An exception may be granted for apprentices upon agreement of both parties.

**ARTICLE 3**  
**STATUS OF AGREEMENT & CONTRACT ADMINISTRATION**

- A. If there is a conflict between any provision of the body of this Agreement and any of the appendices, the provisions of the Appendix shall be controlling.
- B. This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the District which shall be contrary or inconsistent with its terms. The provisions of this Agreement and specific modifications thereto found in the appendices shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District for employees covered by this Agreement.
- C. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by the Agreement.
- D. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, one (1) by DCU.
- E. The District shall 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.

## **CONTRACT ADMINISTRATION**

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

The District and the DCU shall designate representatives to a Labor and Management Committee. Membership shall be limited to four designees per party. The purpose of the Labor and Management Committee is to: work together to develop operational efficiencies; identify and resolve operational issues; and, improve communication and collaboration. The function of this committee is not intended to bypass the normal grievance procedure nor the articles contained in the DCU Agreement.

### **ARTICLE 4**

#### **COUNCIL RIGHTS**

- A. The DCU, through its representatives, shall have the right to transact official DCU business relevant to employees on School District property at all reasonable times, provided that it does not interfere with or interrupt classes or other normal School District operations. Such rooms or other appropriate meeting facilities shall be made available for DCU use as requested without charge to the DCU, except that the Board may make reasonable charge when special service is required beyond normal operational practice.
- B. The DCU representative shall have the right to use School District facilities and equipment, 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 and provided to the employees and their affiliated DCU union.

- H. The District will supply to the DCU President and the appropriate representative the name, address, last four digits of social security number, classification, rate of pay and date of hire of each newly hired or rehired employee in a bargaining unit position within fourteen (14) days of being hired.

## **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**

1. 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 September 1 and October 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. 2. 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:

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**

### **BARGAINING UNIT AFFILIATION**

- A. The District will supply to the appropriate DCU affiliated union the name, address, last 4 digits of the social security number, classification and date of hire of each newly hired or rehired employee on a monthly basis.
- B. A representative from DCU or the appropriate affiliated union may meet with a newly hired employee during the employee's orientation for up to one hour. If the employee's orientation will not occur within thirty (30) days of the date of hire or if the employee will not be given a formal orientation, a representative from DCU or the appropriate affiliated union may meet with the newly hired employee within thirty (30) days of hire at a time mutually agreed upon between the union representative and the District.
- C. 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.

## **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**

PPS and DCU will form a Task Force to review and clarify the grievance procedure. The Task Force will begin meeting no later than 60 days after ratification of the Collective Bargaining Agreement.

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. For the purpose of this article, the term “days” shall mean work days excluding weekends and holidays.

**STEP 1**

The aggrieved employee shall first discuss the grievance with their supervisor, or other administrator whose action is alleged to have violated this Agreement within thirty (30) days of the alleged violation. The employee may be represented as described in Section 2. The supervisor shall respond within ten

(10) days following the date the grievance was presented.

**STEP 2**

If no settlement is reached at Step 1, within ten (10) days the grievance shall be submitted in writing to the department head who shall promptly conduct an investigation. If the investigation includes a meeting where the aggrieved is present, s/he may be represented according to Section 2.



Grievances regarding discipline shall be filed at step 2 within ten (10) days of the alleged violation. Within ten (10) days following the investigation a decision, in writing, shall be rendered.

### **STEP 3**

If the grievance is not resolved at Step 2, it may be appealed within ten (10) days to the Director of Labor Relations (or designee) to schedule a meeting. A grievance regarding discharge shall be filed at step 3 within ten (10) days of the alleged violation. Within ten (10) days following the meeting, a decision, in writing, shall be rendered. The parties to this Agreement shall, within ten (10) 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) days from the time its members are appointed and shall review the record of the grievance and may conduct a hearing on the grievance. Within ten (10) days of completion of the review or hearing, the Committee shall issue its decision in writing. A majority decision by the Committee shall be final and binding. The committee's decision shall be confined exclusively to the explicit provision(s) of this Agreement at issue between the parties and shall not add to, detract from, remove, alter or amend or in any other way modify any provision of this Agreement.

### **STEP 4**

If no settlement is reached at Step 3, the affected DCU affiliated union and/or the DCU 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 below.

- 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 their 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 their 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 their 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 their union at the union's expense. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process.
- B. 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.
- C. 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.
- D. The Board and its administrators shall cooperate with the grievant in the investigations of any grievance, and further will furnish the grievant or their representative with such necessary and readily available information as requested for the processing of any grievance.
- E. 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.
- F. 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 ten (10) days from receipt of such notice.
- G. 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.
- 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 their being disciplined. Prior to such a meeting, the employee will be notified of its purpose. The right of representation will not exist when the meeting relates solely to evaluation of the employee's work performance.
- E. Oral warnings and discipline shall be administered in private and shall be progressive. The nature of the offense shall determine where progressive discipline is initiated. This section shall not apply to warnings related to safety issues.
- F. Prior to discipline, discharge or demotion as a result of unsatisfactory performance, an employee shall be given the reason, in writing, such action is to be taken.
- G. Where the District determines that the nature of the offense is such that the unsatisfactory behavior or performance of the employee can be corrected and warrants continuance of employment, it shall so inform the employee, in writing, and provide the employee with an opportunity to correct the unsatisfactory performance.
- H. Where the District determines that the nature of the offense is such that immediate suspension is necessary, the employee may be suspended immediately from employment with the District until such charges are investigated by the Human Resources Department and a decision is made to continue or to discontinue that employee's employment. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.
- I. The probationary period for newly hired employees will be six (6) calendar months. Termination of probationary employees shall not be subject to appeal unless there is a question of fact.

**ARTICLE 12**  
**NON-DISCRIMINATION**

In administering the terms and conditions of this Agreement, the parties agree to comply with applicable State and/or Federal Statutes and/or regulations regarding nondiscrimination, i.e., on the basis of age, gender, religion, race, color, national origin, disability, marital status, sexual orientation, veteran status, union or political activity and association or other category protected by Federal, State or Municipal law. 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 659A.321 and 659A.030.

**ARTICLE 13**  
**PERSONNEL FILE**

- A. Each employee shall have the right, upon request, to review the contents of their 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 their 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 their 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 their regular day off shall be guaranteed a minimum of four (4) hours of work.

**B. CALL BACK**

3. 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 their home, not to exceed twenty (20) minutes each way), or
  - b. Four (4) hours of straight time pay.
  - c. Employees shall have a minimum of eight (8) hours off duty following a call back before returning to work on a regular shift with no loss of pay. Employees who are required to return to work without such eight (8) hours off duty shall be paid at the overtime rate for all hours worked until such time as they have received eight (8) hours off duty.
4. If the employee is called back to work on their regular day off, the minimum provided in A.2 will apply.
5. An employee who is called after hours for work-related consultation shall be compensated one (1) hour at the overtime rate.

**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 their overtime rate for hours worked.

**E. COMPENSATORY TIME**

Unless the appropriate appendix provides otherwise, in lieu of pay, compensatory time off at the overtime rate may be specified by the District. However, time off or pay must be granted by the end of the next calendar month following the month in which the overtime was worked.

**ARTICLE 15  
LUNCH AND REST PERIODS**

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

**ARTICLE 16  
LEAVES**

Leaves provided under this Article are intended to meet the legitimate needs of employees. The use of leaves must be limited to instances of personal need and are not to be abused. Any abuses may be subject to the provisions of Article 11. Except in extenuating circumstances, leave categories may not be combined for a period of continuous absence.

**A. SICK LEAVE**

- 1. Employees who are employed on a regularly scheduled basis shall be entitled to sick pay on account of sickness at a rate equivalent to one (1) day, based upon the employee's scheduled work. The use of sick pay shall be limited to personal illness of the employee, including medical or dental appointments.
- 2. Employees who have completed one (1) full year of service with the District shall be accredited with the equivalent annual sick leave at the beginning of each fiscal or school year. Such advance credit is based upon one (1) day per month worked. If an employee uses the advance credit in excess of that which would be normal accrual

and terminates employment, the District shall be entitled to recover from the employee's final paycheck, an amount of money equal to the amount paid for overused sick leave. Other employees shall be credited at the rate of one (1) day for each month worked. Employees working fifty percent (50%) of the month or more shall be accredited with a full day's sick leave. Accrual of sick pay shall continue during any period of absence covered by earned vacation time.

3. Sick leave days may be accumulated by employees only if not used in the year for which granted. Total sick leave which can be accumulated shall be unlimited.
4. When an employee has exhausted their 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 their daily rate of pay. Such additional allowance shall not accumulate and each year's allowance may only be used once.
5. Employees shall not be credited with any sick leave days with respect to periods during which they are on leave of absence from work for the District of more than one (1) month duration; their accumulated sick leave shall not be charged with days of sickness during such leave; and they shall not be paid for days of illness during such leave except when the illness or injury is the factor which entitled the employee to the leave in question.
6. Employees who are absent five (5) consecutive days or more in a fiscal year, based upon the employee's work schedule, must submit a physician's statement upon return to work. Subsequently, the District will require a physician's statement after three (3) days absence, prior to returning to work.
7. The District will establish a Sick Leave Bank, for which the DCU may solicit voluntary contributions from employees of up to five hundred (500) hours per year for use by employees who have exhausted their sick leave. The guidelines for use of the Sick Leave Bank will be jointly developed by the District and the DCU which will include the following:
  - a. Use of hours from the Bank shall only be approved in case of critical illness or injury of an employee.
  - b. The employee must have exhausted all of their accumulated sick leave and vacation hours.
  - c. To be eligible, an employee must have been employed by the District for two (2) years or more.
  - d. Request for use of the Sick Leave Bank will be jointly approved by the 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 one hundred (100) 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 (or designee). 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 their 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 their opinion circumstances demand it, the Supervisor shall authorize two (2) days leave to attend the funeral of a relative.
- b. An employee who is absent because of a death in their 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 their 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 their 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 their 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 their work assignment provided four (4) hours or more of their workday remains at the time s/he is excused; and provided that length of time on jury duty prior to excuse and their work day with the District shall not exceed their 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 (or designee) 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 (or designee). 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 their classification provided s/he was continuously employed for at least one-half (1/2) of their 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.

C. RETURN FROM LEAVE

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

## 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 January 1, 2020 the District shall contribute to the School District No.1 Health and Welfare Trust, a contribution not to exceed \$1,355.00 per participating full-time eligible employee, per month.
  - b. Effective January 1, 2021, the District shall contribute to the School District No.1 Health and Welfare Trust, a contribution not to exceed \$1,423.00 per participating full-time eligible employee, per month.
  - c. Effective January 1, 2022, the District shall contribute to the School District No.1 Health and Welfare Trust, a contribution not to exceed \$1,480.00 per participating full-time eligible employee per month.
  - d. Effective January 1, 2023, the District shall contribute to the School District No. 1 Health and Welfare Trust, a contribution not to exceed \$1,524.00 per participating full-time eligible employee per month.
  - e. All employee groups with exception of employees covered by Appendices A and C, shall have the options available under the package provided by the School District No. 1 Health and Welfare Trust. Employees in Appendix A (Warehouse Workers and Truck Drivers) and Appendix C (Television Services) have negotiated to participate in the insurance plans offered by the Teamsters 206 Employers Trust.
  - f. The employee's portion of the monthly premium shall be made through a "lump-sum" deduction from their paycheck. Should the appropriate tax codes allow, said deduction shall be made on a pre-tax basis upon proper authorization from the employee. Should the District's payroll system allow, said deduction shall be made on the employee's first (1st) paycheck of the month for which the contribution is made.
2. During the life of this agreement, should the District increase the health insurance contribution of SEIU, PFSP, ATU, or the unrepresented employees of the District, at the DCU's discretion, this Article may be reopened for further negotiation under the expedited bargaining rules.

#### B. WORKER'S COMPENSATION

All employees of the District are eligible for State workers' compensation benefits. For absence due to a compensable injury as defined in ORS Chapter 656, an employee shall

retain the compensation check that s/he receives for time lost. The employee may supplement their compensation check with accrued accumulated sick leave. Coordination of Workers' Compensation benefits and Sick Leave Benefits shall be in accordance with applicable state regulation. For purpose of this Paragraph, it shall be considered that an employee's "regular check" paid in a particular payroll period is for services during all that payroll period. For instance, a monthly check paid in August equaling one-twelfth (1/12) of the employee's annual salary shall be deemed compensation for services during August so that workers' compensation benefits received with respect to all or part of that month would be deducted from the amount regularly payable as compensation from the District for such month. Employees who are absent due to an on-the-job injury shall continue to accumulate vacation credits.

## **ARTICLE 18**

### **SAFETY**

#### **A. SAFETY**

1. The District shall maintain safe working conditions in accordance with established federal and state regulations. The District and employees covered under this Agreement should work to avoid or minimize hazards.
2. The parties agree to comply with Oregon OSHA regulations.
3. The District will pay an allowance of \$150 per fiscal year to each employee working under Appendix D. Newly hired regular maintenance employees will receive a pro-rata amount determined by the date of hire. For example, if an employee is hired on January 1<sup>st</sup>, they will receive 50% of the annual stipend. Where the District determines safety toe shoes are warranted, all provisions of Appendix B "Specialized Footwear" shall apply.

Definition: safety toe work shoes shall mean safety shoes and boots which meet the most current ASTM standard that provides both impact and compression protection (currently ASTM F2413-11 I75 C/75)

#### **B. PHYSICAL EXAMINATIONS**

1. In the interest of safety and the wellbeing of students, employees and the public, the District and the DCU and its affiliated unions agree to the objective of a substance free workplace. The District, at its discretion, may require that new employees have a medical examination including substance testing.
2. Such examination of a current employee(s) may also be required:
  - a. When supervision has reason to suspect employee conduct in violation of this drug and alcohol policy. Reasonable suspicion may be based on observations that the

employer can describe, such as appearance, behavior, speech, breath odor, bodily symptoms, paraphernalia, or such other reasonable and responsible reason.

- b. In the event of direct involvement or possible involvement in any type of accident or near- accident in which it can be shown that the employee's behavior, judgment, actions, or lack thereof reasonably contributed to the accident or potential accident, injury, or damage to property or equipment.
3. The District will comply with the Omnibus Testing Act of 1991 and will pay for post-accident, random, re-employment, and reasonable suspicion abuse testing. Before implementing random testing, the District will notify DCU and engage in bargaining upon request by DCU.

#### C. PROPERTY LOSS

The District shall reimburse employees for loss of personal property, excluding the employee's automobile, which occurs while the employee is on duty under the following circumstances:

1. When the loss is a result of any unwarranted assault on the employee's person suffered while on duty.
2. Property stolen by the use of forcible entry on a locked container. Reimbursement shall be at replacement costs (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses less than five dollars (\$5.00) or that portion in excess of four hundred dollars (\$400.00) and shall not be made when carelessness or negligence on the part of the employee was evident.

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

#### D. FINGERPRINTING

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

**ARTICLE 19**  
**REDUCTION OF STAFF**

- A. In the event staff reduction becomes necessary, the District will release personnel in the inverse order of their length of service but may give consideration to special qualifications and experience, and minority employment. In the absence of such considerations and exemptions, layoff shall be based on seniority. The DCU shall be provided the opportunity to consult with the District when the necessity of such reductions is determined. Whenever possible, two (2) weeks written notice of layoff shall be given to each employee to be laid off under the provisions of this Article. Persons given such notice may not exercise the paid leave provisions of Article 16, except for sick leave when supported by a doctor's statement, quarantine, mandatory court appearances or jury duty. This provision applies only to regular employees.
- B. Reductions shall be accomplished within employee classifications which are within employee groups. For the purpose of this Article, an employee group shall be considered as a category of employees, such as carpenters. An employee classification is a level of assignment within that group, such as foreman. Reductions shall be by seniority within a classification; however, the District may assign employees from a higher classification to a lower classification within an employee group. The District shall not assign employees to a lower salary level without a corresponding change in job assignment or responsibility.
- C. An employee who rejects an assignment of equal pay and classification shall, by doing so, forfeit all rights under this Article. An employee offered an assignment of lower classification and salary, due to staff reduction, may elect layoff and retain the recall rights provided by this Article.
- D. An employee who is terminated due to such reduction in staff shall have preference in filling positions within their 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 is hired to fill a position with a duration of six (6) consecutive months, or less, or

to replace a regular employee on an approved leave of absence or absence due to an on-the-job injury.

- G. A regular employee laid off in accordance with this Agreement who is employed elsewhere will not forfeit future recall rights by declining reemployment with the District when the anticipated period of work is less than thirty (30) calendar days. An employee who does return to work for a short-term assignment of less than thirty (30) calendar days will not accrue additional seniority. Maintenance employees who otherwise qualify for the early retiree medical plan in Article 17.2 must have completed fifteen (15) years of accumulative service with the District if the reason for the breaks in service has been layoff.
- H. See the individual appendices for additions and/or exceptions to this Article.
- I. All temporary employees, including retirees continuing to work, shall be terminated before any full-time employees are laid off within classification.

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**ARTICLE 20**  
**VACATIONS AND HOLIDAYS**

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

MONTHLY ACCRUAL

1-4 years of service	10 days	6.7 hours
5 years of service	11 days	7.4 hours
6 years of service	12 days	8.0 hours
7 years of service	13 days	8.7 hours
8 years of service	14 days	9.4 hours
9 years of service	15 days	10.0 hours
10 years of service	16 days	10.7 hours
11 years of service	17 days	11.4 hours
12 years of service	18 days	12.0 hours
13 years of service	19 days	12.7 hours
14 years of service	20 days	13.4 hours
15 years of service	21 days	14.0 hours
16 years of service	22 days (max)	14.7 hours

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.

The number of days carried over at the end of each calendar year shall not exceed two (2) years’ accrual, any overage will be lost. An employee who has scheduled vacation and is prevented by the District or workers' compensation compensated injury from taking their 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.

## B. HOLIDAYS

1. Regularly employed 190-200-210 day employees shall receive the following paid holidays:

Labor Day  
Veterans' Day  
Thanksgiving Day  
New Year's Day  
Presidents' Day  
Memorial Day  
Martin Luther King's Birthday

Regularly employed 12-month employees shall receive the above days and, in addition, shall receive Independence Day and Christmas Day. Holiday pay is included in the monthly annual salary of salaried employees. Regularly employed hourly employees shall receive full pay for holidays. Employees who do not regularly work year-round shall receive Independence Day if they work the regular business day before and the regular business day after the observed holiday.

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**

On July 1, 2020, a three percent (3.0%) increase shall be applied to the salaries of all the classifications covered by this Agreement.

On July 1, 2021, a three percent (3.0%) increase shall be applied to the salaries of all the classifications covered by this Agreement.

On July 1, 2022, a three percent (3.0%) increase shall be applied to the salaries of all the classifications covered by this Agreement.

On July 1, 2023, a three percent (3.0%) increase shall be applied to the salaries of all classifications covered by this Agreement.

**MARKET SUMMARY REVIEW ADJUSTMENTS**

As a result of the joint market summary review committee report, the following classifications will be adjusted:

Carpenter and all linked classifications will receive \$1.25 per hour, effective July 1, 2020, and \$1.00 per hour, effective July 1, 2021.

Electrician and all linked classifications will receive \$1.25 per hour, effective July 1, 2020, and \$1.00 per hour, effective July 1, 2021.

Laborer and all linked classifications will receive \$0.25 per hour, effective July 1, 2020, and \$0.15 per hour, effective July 1, 2021.

Mechanic and all linked classifications will receive \$0.90 per hour, effective July 1, 2020, and \$0.80 per hour, effective July 1, 2021.

Plumber and all linked classifications will receive \$0.60 per hour, effective July 1, 2020, and \$0.50 per hour, effective July 1, 2021.

**BONUS PAY PROGRAM**

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

**SOCIAL SECURITY**

At the time of the execution of this Agreement, continued participation by the District in the National Social Security Pension Act was anticipated. The District shall not take any formal action

to withdraw the participation without notifying the DCU and providing opportunity for consultation.

#### SCHOOL YEAR

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

#### PERSONAL VEHICLES

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

#### PAYCHECK ON TERMINATION

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

#### SCHOOL CLOSURES

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

## ARTICLE 22

### DURATION

- A. Except as may otherwise be provided for in this Article, this Agreement shall become effective as of the date it is signed by the parties and shall continue in effect through 11:59 pm, December 31, 2023.
- 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>	<u>July 1, 2020</u>	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>
Warehouse Worker	\$17.00	17.51	18.04	18.59	19.15
Warehouse Worker/Truck Driver	25.13	26.35	27.61	28.44	\$29.30

1. 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%)
2. A Warehouse Worker assigned responsibility for the Food Service Department's cold food storage shall receive Truck Driver/Warehouse Worker rate plus five percent (5%).
3. 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.
4. 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. Upon selection, employees will serve a 90-day trial service period in the new assignment. During the trial period, if the employee's performance is unacceptable, the employee and their supervisor will meet to discuss. If the employee is unsuccessful, or chooses, upon completion of the 90-day trial period, the employee will be returned to their former position. 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.
5. 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.
6. Seniority shall be based on length of continuous employment by the District as a driver and/or warehouseman under this Appendix. In the event of a layoff, the District will release personnel in the inverse order of their seniority. When filling a regular vacancy, the District will recall by seniority. The District will follow the provisions outlines in Article 19 of this contract.

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

7. When the District has twenty-four (24) hours advance notice of available work, meaning at least one 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.
8. An employee who is hired in to a full-time position (eight (8) hours per day) will be guaranteed full-time work (eight (8) hours) on each day worked.
9. 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.
10. The District shall inform Teamsters Local #206 of any new hires, in accordance with Article 4 Section H.
11. 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, 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).
12. When employees covered in this Appendix are working less than eight (8) hours in a scheduled work day, such as Nutrition Services summer work, employees will follow Bureau of Labor and Industries break and lunch rules.

#### HEALTH INSURANCE

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

- A. The parties agree that the provisions of Article 17.A.1. concerning the amount of the District's contribution, the composite rate per full time eligible employee covered by this Appendix and the definition of full-time and part-time employees as well as the contribution

formula for each shall continue to apply to the employees covered by this Appendix although said contributions shall be made to the Teamsters 206 Employers Trust for the Trust's Plan AAVR or any plan offered by the Teamster Trust.

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

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**APPENDIX B**  
**SALARY SCHEDULE FOR BUS MECHANICS**

THE WAGE RATES FOR BUS MECHANICS SHALL BE:

	HOURLY RATES				
	Current	1-Jul-20	1-Jul-21	1-Jul-22	1 July 23
Lead Mechanic	32.01	33.94	35.82	36.90	\$38.01
Mechanic	31.09	32.95	34.77	35.82	\$36.90
Serviceman	25.47	26.24	27.03	27.85	\$28.69
Bus Fueler	25.47	26.24	27.03	27.85	\$28.69
Shop Assistant	19.36	19.95	20.55	21.17	\$21.81

\* Reflects increase of Mechanic and Lead Mechanic rate to same as Machinist and Lead Machinist.

**HOURS OF WORK AND OVERTIME**

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

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

**TOOL ALLOWANCE**

Following completion of one year of service, school bus Mechanics will receive a tool allowance of \$400.00 per year. It is the shared expectation of both the District and the Union that the tool allowance will be used to purchase quality tools, for use at work.



## REIMBURSEMENT FOR STOLEN TOOLS

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

## SPECIALIZED FOOTWEAR

In those positions where the District (Transportation) determines that safety toe work shoes are appropriate, the District will advise the employees involved. Employees so advised will be required to obtain and wear suitable safety toe shoes within ten (10) working days from the date of such notice, and such footwear shall be required on the job. The District will pay a safety shoe allowance of \$150.00 per year to each employee who is required to wear safety toe shoes as provided herein. Failure to obtain and wear safety toe shoes on the job as required may be cause for disciplinary action up to and including discharge.

Definition: Safety toes work shoes shall mean safety shoes and boots which meet the most current ASTM standard that provide both impact and compression protection (currently ASTM F2413-11I/75. c/75).

## HIGHER CLASSIFICATION PAY

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

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

## PROFESSIONAL CERTIFICATIONS

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

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

## DRIVING OF SCHOOL BUSES

Mechanics will not be required to drive a school bus, for the purpose of transporting students to and from school, unless all other District transportation options have been exhausted.

**APPENDIX C**  
**SALARY SCHEDULE FOR TELEVISION SERVICES**

THE WAGE RATES FOR TELEVISION SERVICES SHALL BE:

HOURLY RATES

		Current	1 Jul 2020	1 Jul 2021	1 Jul 2022	1 Jul 2023
CHIEF ENGINEER		\$33.24	\$34.24	\$35.27	\$36.33	\$37.42
ASSISTANT ENGINEER		\$30.11 under review				
PRODUCTION MANAGER		\$30.11 under review				
Effective January 1, 2020, the Production Manager will be aligned with the Electronics Technician classification in Appendix D.						
Producer						
MASTER CONTROL OPERATOR						
TV TECHNICIAN						
	Step 5	\$26.50	\$27.30	\$28.12	\$28.97	\$29.84
	Step 4	\$23.85	\$24.57	\$25.31	\$26.07	\$26.86
	Step 3	\$21.22	\$21.86	\$22.52	\$23.20	\$23.90
	Step 2	\$18.53	\$19.09	\$19.67	\$20.27	\$20.88
	Step 1	\$15.90	\$16.38	\$16.88	\$17.39	\$17.92
PRODUCTION ASSISTANT						
	Step 5	\$23.82	\$24.54	\$25.28	\$26.04	\$26.83

Step 4	\$21.46	\$22.11	\$22.78	\$23.47	\$24.18
Step 3	\$19.06	\$19.64	\$20.23	\$20.84	\$21.47
Step 2	\$16.68	\$17.19	\$17.71	\$18.25	\$18.80
Step 1	\$14.28	\$14.71	\$15.16	\$15.62	\$16.09

### PROGRESSION

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

### NEW HIRES

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

### TRANSFERS AND PROMOTIONS

#### A. Transfers

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

#### B. Promotions

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

### HEALTH INSURANCE

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

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

The parties agree that the provisions of Article 17.A.1.a pertaining to Insurance contributions into the School District Health and Welfare Trust shall not apply to the employees covered by this Appendix.

The parties agree that the provisions of Article 17.A.1. concerning the amount of the District's contribution, the composite rate per full time eligible employee covered by this Appendix and the definition of full-time and part-time employees as well as the contribution formula for each shall continue to apply to the employees covered by this Appendix although said contributions shall be made to the Teamsters 206 Employers Trust for the Trust's Plan AAVR or any plan offered by the Teamster Trust.

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.

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

**APPENDIX D**

**SALARY SCHEDULE FOR MAINTENANCE WORKERS**

HOURLY WAGES FOR MAINTENANCE WORKERS SHALL BE AS FOLLOWS:

HOURLY RATES

<u>CLASSIFICATION</u>	<u>Current</u>	<u>1 Jul 2020</u>	<u>1 Jul 2021</u>	<u>1 Jul 2022</u>	<u>1 Jul 2023</u>
Brick Mason	\$31.07	\$32.01	\$32.98	\$33.97	\$34.99
Carpenter	\$30.45	\$32.66	\$34.67	\$35.72	\$36.80
Carpet and Linoleum Layer*	\$24.80	\$25.81	\$26.74	\$27.55	\$28.38
Cement Mason	\$27.91	\$28.75	\$29.62	\$30.51	\$31.43
Electrician	\$37.04	\$39.44	\$41.66	\$42.91	\$44.20
Glazier	\$30.26	\$31.17	\$32.11	\$33.08	\$34.08
Laborer	\$24.80	\$25.81	\$26.74	\$27.55	\$28.38
Landscape Laborer *	\$24.80	\$25.81	\$26.74	\$27.55	\$28.38
Locksmith	\$30.45	\$31.37	\$32.32	\$33.29	\$34.29
Machinist	\$31.09	\$32.95	\$34.77	\$35.82	\$36.90
Painter *	\$24.80	\$25.81	\$26.74	\$27.55	\$28.38
Plasterer	\$28.01	\$28.86	\$29.73	\$30.63	\$31.55
Plumber	\$37.93	\$39.69	\$41.40	\$42.65	\$43.93
Rofer *	\$24.80	\$25.81	\$26.74	\$27.55	\$28.38
Sheet Metal Worker	\$34.68	\$36.24	\$37.85	\$38.99	\$40.16
Effective July 1, 2020, and July 1, 2121, the Sheet Metal Worker classification will receive \$0.50 per hour increase.					
Steamfitter	\$37.93	\$39.69	\$41.40	\$42.65	\$43.93
Tile Setter	\$26.33	\$27.12	\$27.94	\$28.78	\$29.65
* Same rate as Laborer.					
<u>OTHERS</u>					
Mason Tender *	\$24.80	\$25.81	\$26.74	\$27.55	\$28.38
Plumber's Helper *	\$24.80	\$25.81	\$26.74	\$27.55	\$28.38
Motor Winder (80% of Electrician) **	\$29.63	\$31.56	\$33.33	\$34.33	\$35.36

<u>CLASSIFICATION</u>	<u>Current</u>	<u>1 Jul 2020</u>	<u>1 Jul 2021</u>	<u>1 Jul 2022</u>	<u>1 Jul 2023</u>
Electronic Technician (90% of Electrician)	\$33.33	\$35.50	\$37.50	\$38.62	\$39.78
(Music Repair Technician) **	under review				
Machinist Helper (86.5% of Machinist)	\$26.89	\$28.51	\$30.08	\$30.99	\$31.92
Building Automation Specialist (same as Steamfitter)	\$37.93	\$39.69	\$41.40	\$42.65	\$43.93
Physical Security Technician	\$39.00	\$41.46	\$43.74	\$45.06	\$46.42

\*\* These positions will be reviewed by the Compensation & Classification Manager within 60 days of ratification, to determine if they are appropriately classified.

Employees assigned as Corrosion Technician, Fire Sprinkler Technician, and Backflow Technician shall receive an additional three percent (3%). If another employee is assigned work orders or tasks for Corrosion, Fire Sprinkler or Backflow Prevention, they shall receive an additional three percent (3%) for the hours worked on these tasks. Work must be clearly documented in the employee's work order at the end of every day.

For the duration of this Agreement, separate seniority lists will be maintained for Laborers and Landscape Laborers. Reduction in force shall be by seniority on the appropriate seniority list. This shall not alter the terms of the January 1996 Letter of Understanding separating the seniority lists of Laborers and Landscape Laborers (grounds maintenance personnel).

#### 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%

- A. Workers performing work in a higher paid classification shall receive a minimum of two (2) hours, or actual hours worked if over two (2), pay at the higher rate for work in the higher classification.
- B. Eight (8) hours shall constitute a standard workday. Five (5) days, Monday to Friday, shall constitute a standard workweek.

- C. The standard workdays shall be eight (8) consecutive hours set by the employer between the hours of 6:00am and 5:00pm with a minimum thirty (30) minutes unpaid lunch break. Standard shifts starting times may be changed upon thirty (30) days' notice.
- D. 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.
- E. The standard second or "swing" shift shall be eight (8) consecutive hours between the hours of 12:00 noon and 12:00 midnight. Workers on the second or "swing" shift shall receive eight (8) hours' pay at the regular rate plus One Dollar and Six Cents (\$1.06) an hour for eight (8) hours' work which shall include a thirty (30) minute employer-paid lunch period.
- F. 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.
- G. It is recognized by the parties that productivity and attendance are related issues and, therefore, have a joint interest in cooperating to improve both.

#### 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.

#### 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.

#### 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 their 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.

## SPECIALIZED FOOTWEAR

Definition: Safety toe work shoes shall mean safety shoes and boots which meet the most current ASTM standard that provide both impact and compression protection (currently ASTM F2413-11I/75. c/75).

## 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. 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.



**AFFILIATED UNIONS  
SERVICING THIS AGREEMENT**

Bricklayers Local No. 1 (Appendix D)	503-232-0358
Pacific Northwest Regional Council of Carpenters (Appendix D)	503-261-1862
Cement Masons Local Union 555 (Appendix D)	503-232-9341
Electricians Local Union 48 (Appendices C, D)	503-256-4848
Glaziers Architectural Metal and Glass Workers Local Union 740 (Appendix D)	503-255-3920
Laborers Local Union 737 (Appendix D)	503-801-2209
Linoleum and Carpet Layers Local Union 1236 (Appendix D)	503-255-8444
Machinists District Council 24 (Appendices B, D)	503-238-5550
Painters District Council 55 (Appendix D)	503-257-6644
Plasterers Local Union 82 (Appendix D)	503-232-3257
Plumbers & Steamfitters Local Union 290 (Appendix D)	503-691-5700
Sheet Metal Workers Local Union 16 (Appendix D)	503-254-0123
Teamsters Local Union 206 (Appendix A)	503-251-2344

The parties, by their authorized representatives, have set their hand to this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

FOR THE DISTRICT COUNCIL OF UNIONS:

\_\_\_\_\_  
Pat Christensen, Plumbers & Steamfitters  
Local 290

\_\_\_\_\_  
Scott Oldham, IUPAT District Council 5

\_\_\_\_\_  
Larry Warren, Machinists District Council 24

\_\_\_\_\_  
Jennifer Bazner, IBEW Local Union 48

\_\_\_\_\_  
Sheldon Wormley, Laborers Local 737

\_\_\_\_\_  
Joe Harris, Sheet Metal Workers Local 16

\_\_\_\_\_  
Geoff Stewart, Teamsters Local 206

\_\_\_\_\_  
Scott Schaefer, Pacific NW Regional Council  
of Carpenters

\_\_\_\_\_  
Geoff Kossak, Cement Masons Local 555

\_\_\_\_\_  
Kent Sickels, Plasterers Local 82

FOR PORTLAND SCHOOL DISTRICT NO.1, MULTNOMAH COUNTY:

\_\_\_\_\_  
Guadalupe Guerrero  
Superintendent

\_\_\_\_\_  
Carol Hawkins  
Sr. Director – Employee & Labor Relations

\_\_\_\_\_  
Genevieve Rough  
Sr. Manager – Employee & Labor Relations

\_\_\_\_\_  
Whitney Ellersick  
Sr. Director – Nutrition Services

\_\_\_\_\_  
Frank Leavitt  
Sr. Manager – Facilities & Operations

\_\_\_\_\_  
Dan Jung  
Chief Operations Officer

\_\_\_\_\_  
Brian Taylor  
Sr. Program Manager – Electrical

**DRAFT AGREEMENT**

Between

DISTRICT COUNCIL OF UNIONS

and

PORTLAND PUBLIC SCHOOLS

~~2015-2017~~2020 - 2023

**PREAMBLE**

This Agreement is entered into by and between the District Council of Unions, hereinafter referred to as the "DCU", and School District #1, Multnomah County, Oregon, hereinafter referred to as the "District".

**ARTICLE 1**

**RECOGNITION AND APPLICATION OF THE AGREEMENT**

The District recognizes the DCU as the exclusive bargaining representative for its affiliated unions. This Agreement and appendices shall apply as appropriate to all warehousemen and truck drivers, maintenance workers, and all other classifications specified elsewhere in this Agreement, including the Appendices.

**ARTICLE 2**

**TEMPORARY EMPLOYEES**

A. A temporary employee is one who is hired to fill a position with a duration of six (6) consecutive months, or less, or to replace a regular employee on an approved leave of absence or absence due to an on-the-job injury.

B. Temporary employees are entitled to all benefits of this agreement except benefits provided by Article ~~16 (Leaves), 17 (Insurance)~~, 19 (Reduction of Staff), and 20 (Vacation and Holidays).

B-C. The parties agree that temporary employees' sick leave will be regulated by Portland Public Schools memo dated November 8, 2019 – attached.

C-D. The use of temporary employees shall not be used systematically to avoid hiring regular employees.

E. Temporary employees will, upon re-employment, be given seniority credit for previous time worked as a temporary employee unless a period of six (6) months or more has elapsed since their last period of employment.

D-F. An exception may be granted for apprentices upon agreement of both parties.

### **ARTICLE 3 STATUS OF AGREEMENT & CONTRACT ADMINISTRATION**

- A. If there is a conflict between any provision of the body of this Agreement and any of the appendices, the provisions of the Appendix shall be controlling.
- B. This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the District which shall be contrary or inconsistent with its terms. The provisions of this Agreement and specific modifications thereto found in the appendices shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District for employees covered by this Agreement.
- C. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by the Agreement.
- D. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, one (1) by DCU.
- E. The District shall ~~endeavor to~~ print and provide sufficient copies to affiliated unions of the DCU for distribution to all employees covered by the Agreement within sixty (60) days following ratification. The District shall provide a copy to all new employees.
- F. The Board, the DCU and their respective representatives shall take no action in violation of, or inconsistent with, any provision of this Agreement.
- G. The parties acknowledge that during negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subjects appropriate for bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, except as otherwise expressly provided for in this Agreement, or as required by State collective bargaining law, the Board and the DCU agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject matter, during the term of this Agreement.

### **CONTRACT ADMINISTRATION**

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

The District and the DCU shall designate representatives to a Labor and Management Committee. Membership shall be limited to four designees per party. The purpose of the Labor and Management Committee is to: work together to develop operational efficiencies; identify and resolve operational issues; and, improve communication and collaboration. The function of this committee is not intended to bypass the normal grievance procedure nor the articles contained in the DCU Agreement.

#### ARTICLE 4 COUNCIL RIGHTS

- A. The DCU, through its representatives, shall have the right to transact official DCU business relevant to employees on School District property at all reasonable times, provided that it does not interfere with or interrupt classes or other normal School District operations. Such rooms or other appropriate meeting facilities shall be made available for DCU use as requested without charge to the DCU, except that the Board may make reasonable charge when special service is required beyond normal operational practice.
- B. The DCU representative shall have the right to use School District facilities and equipment, ~~including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audiovisual equipment~~ at reasonable times, when the same are not otherwise in use. The DCU agrees to pay the cost of all materials and supplies incidental to such use.
- C. DCU representatives shall make their presence known to the appropriate administrative authority when visiting School District facilities. Such visits shall not interrupt work or disrupt normal School District functions.
- D. The DCU shall have the right to make announcements at employee staff meetings or by use of any existing communication procedures not ordinarily available to students.
- E. The DCU and its representatives shall have the right to post notices of activities and matters of DCU business and concern on staff bulletin boards. At least one such bulletin board shall be in each School District building. The DCU may use the District mailboxes for communications.
- F. The Board shall make available to the DCU upon ample request to the Office of the Superintendent any and all reasonably available information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.
- G. Copies of written work rules which are applicable to a classification of employees and issued by supervision after the execution of this Agreement, for which failure to comply may result in discipline of an employee, shall be posted and provided to the employees and their affiliated DCU union.

G.H. \_\_\_\_\_ The District will supply to the DCU President and the appropriate representative the name, address, last four digits of social security number, classification, rate of pay and date of hire of each newly hired or rehired employee in a bargaining unit position within fourteen (14) days of being hired.

## 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. 1.~~ 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~~ September 1 and October 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.~~ 2. 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:

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 BARGAINING UNIT AFFILIATION

- ~~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, last 4 digits of the social security number, classification and date of hire of each newly hired or rehired employee on a monthly basis.
- ~~A.B.~~ A representative from DCU or the appropriate affiliated union may meet with a newly hired employee during the employee's orientation for up to one hour. If the employee's orientation will not occur within thirty (30) days of the date of hire or if the employee will not be given a formal orientation, a representative from DCU or the appropriate affiliated union may meet with the newly hired employee within thirty (30) days of hire at a time mutually agreed upon between the union representative and the District.
- ~~B.~~ As to the employees described in Section A who are nonmembers of a DCU affiliate (and who have not filed the religious objection described below), the District shall, upon written request of the DCU affiliate, automatically deduct from the payroll check of the employee an amount established by that affiliated union as a Fair Share payment in lieu of dues as compensation to the affiliated union toward the cost of collective bargaining and contract administration. Such amount for a given classification shall not exceed the usual and customary monthly dues of the respective affiliated union for such classification except that for those employed on less than a 12-month basis, the annual amount may be prorated among the applicable months. The amount of such deduction shall be remitted by the District to the DCU affiliate within ten (10) days from the date thereof. An employee may file with the District and DCU affiliate a written objection to such payment to the effect that the objection is based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member and furnish to the District by the 15th day of the month a written receipt to the effect that an equal amount has been paid that month to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the DCU affiliated union.
- ~~C.~~ No later than thirty (30) days prior to January 1st, April 1st, or October 1st of each year the DCU, or affiliated unions thereof, may file with the District a statement indicating the fair share amount to be deducted. If such statement is not filed by the foregoing deadlines above, the Union failing to do so shall forfeit all rights to adjust prior stated amounts until the next appropriate deadline.
- ~~D.~~ C. The DCU affiliated unions agree that they will indemnify, defend and save harmless the District and all persons acting on behalf of the District from all suit actions, proceedings, complaints, claims, liability or expense resulting from the implementation or enforcement of this Article or any provision thereof. ~~In the event any such liability or expense is incurred or is claimed to exist, the District may withhold the amount thereof from any remittances which the District is to make to the DCU or any of its affiliated unions under provisions of~~



~~this Agreement; but this provision for withholding remittances shall not be the exclusive remedy of the District.~~

## **ARTICLE 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**

PPS and DCU will form a Task Force to review and clarify the grievance procedure. The Task Force will begin meeting no later than 60 days after ratification of the Collective Bargaining Agreement.

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. For the purpose of this article, the term “days” shall mean work days excluding weekends and holidays.

#### **STEP 1**

The aggrieved employee shall first discuss the grievance with ~~his/her~~their supervisor, or other administrator whose action is alleged to have violated this Agreement within thirty (30) days of the alleged violation. The employee may be represented as described in Section 2. The supervisor shall respond within ten

(10) days following the date the grievance was presented.

#### **STEP 2**

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

#### **STEP 3**

If the grievance is not resolved at Step 2, it may be appealed within ten (10) days to the Director of Labor Relations (or designee) to schedule a meeting. A grievance regarding discharge shall be filed at step 3 within ten (10) days of the alleged violation. Within ten (10) days following the meeting, a decision, in writing, shall be rendered. The parties to this Agreement shall, within ten (10) 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) days from the time its members are appointed and shall review the record of the grievance and may conduct a hearing on the grievance. Within ten (10) days of completion of the review or hearing, the Committee shall issue its decision in writing. A majority decision by the Committee shall be final and binding. The committee's decision shall be confined exclusively to the explicit provision(s) of this Agreement at issue between the parties and shall not add to, detract from, remove, alter or amend or in any other way modify any provision of this Agreement.

#### **STEP 4**

If no settlement is reached at Step 3, the affected DCU affiliated union and/or the DCU 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 below.

- 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/their 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/their 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/their 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/their union at the union's expense. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process.
- B. 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.
- C. 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.

- D. 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/their representative with such necessary and readily available information as requested for the processing of any grievance.
- E. 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.
- F. 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 ten (10) days from receipt of such notice.
- G. 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.
- 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/their being disciplined. Prior to such a meeting, the employee will be notified of its purpose. The right of representation will not exist when the meeting relates solely to evaluation of the employee's work performance.
- E. Oral warnings and discipline shall be administered in private and shall be progressive. The nature of the offense shall determine where progressive discipline is initiated. This section shall not apply to warnings related to safety issues.
- F. Prior to discipline, discharge or demotion as a result of unsatisfactory performance, an employee shall be given the reason, in writing, such action is to be taken.
- G. Where the District determines that the nature of the offense is such that the unsatisfactory behavior or performance of the employee can be corrected and warrants continuance of

employment, it shall so inform the employee, in writing, and provide the employee with an opportunity to correct the unsatisfactory performance.

- H. Where the District determines that the nature of the offense is such that immediate suspension is necessary, the employee may be suspended immediately from employment with the District until such charges are investigated by the Human Resources Department and a decision is made to continue or to discontinue that employee's employment. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.
- I. The probationary period for newly hired employees will be six (6) calendar months. Termination of probationary employees shall not be subject to appeal unless there is a question of fact.

## ARTICLE 12 NON-DISCRIMINATION

In administering the terms and conditions of this Agreement, the parties agree to comply with applicable State and/or Federal Statutes and/or regulations regarding nondiscrimination, i.e., on the basis of age, ~~sex~~gender, religion, race, color, national origin, physical handicap disability, marital status, sexual orientation, veteran status, union or political activity and association or other category protected by Federal, State or Municipal law. 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~~659A.321 and ~~659.030~~659A.030.

## ARTICLE 13 PERSONNEL FILE

- A. Each employee shall have the right, upon request, to review the contents of his/her/their 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/their 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/their 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/their regular day off shall be guaranteed a minimum of four (4) hours of work.

### B. CALL BACK

- 3. 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/their home, not to exceed twenty (20) minutes each way), or
  - b. Four (4) hours of straight time pay.
  - c. Employees shall have a minimum of eight (8) hours off duty following a call back before returning to work on a regular shift with no loss of pay. Employees who are required to return to work without such eight (8) hours off duty shall be paid at the overtime rate for all hours worked until such time as they have received eight (8) hours off duty.
- 4. If the employee is called back to work on his/her/their regular day off, the minimum provided in A.2 will apply.
- 5. An employee who is called after hours for work-related consultation shall be compensated one (1) hour at the overtime rate.

**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/their overtime rate for hours worked.

**E. COMPENSATORY TIME**

Unless the appropriate appendix provides otherwise, in lieu of pay, compensatory time off at the overtime rate may be specified by the District. However, time off or pay must be granted by the end of the next calendar month following the month in which the overtime was worked.

**ARTICLE 15  
LUNCH AND REST PERIODS**

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

**ARTICLE 16  
LEAVES**

Leaves provided under this Article are intended to meet the legitimate needs of employees. The use of leaves must be limited to instances of personal need and are not to be abused. Any abuses

may be subject to the provisions of Article 11. Except in extenuating circumstances, leave categories may not be combined for a period of continuous absence.

#### A. SICK LEAVE

1. Employees who are employed on a regularly scheduled basis shall be entitled to sick pay on account of sickness at a rate equivalent to one (1) day, based upon the employee's scheduled work. The use of sick pay shall be limited to personal illness of the employee, including medical or dental appointments.
2. Employees who have completed one (1) full year of service with the District shall be accredited with the equivalent annual sick leave at the beginning of each fiscal or school year. Such advance credit is based upon one (1) day per month worked. If an employee uses the advance credit in excess of that which would be normal accrual and terminates employment, the District shall be entitled to recover from the employee's final paycheck, an amount of money equal to the amount paid for overused sick leave. Other employees shall be credited at the rate of one (1) day for each month worked. Employees working fifty percent (50%) of the month or more shall be accredited with a full day's sick leave. Accrual of sick pay shall continue during any period of absence covered by earned vacation time.
3. Sick leave days may be accumulated by employees only if not used in the year for which granted. Total sick leave which can be accumulated shall be unlimited.
4. When an employee has exhausted his/her/their 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/their daily rate of pay. Such additional allowance shall not accumulate and each year's allowance may only be used once.
5. Employees shall not be credited with any sick leave days with respect to periods during which they are on leave of absence from work for the District of more than one (1) month duration; their accumulated sick leave shall not be charged with days of sickness during such leave; and they shall not be paid for days of illness during such leave except when the illness or injury is the factor which entitled the employee to the leave in question.
6. Employees who are absent five (5) consecutive days or more in a fiscal year, based upon the employee's work schedule, must submit a physician's statement upon return to work. Subsequently, the District will require a physician's statement after three (3) days absence, prior to returning to work.
7. The District will establish a Sick Leave Bank, for which the DCU may solicit voluntary contributions from employees of up to five hundred (500) hours per year for use by employees who have exhausted their sick leave. The guidelines for use of the Sick Leave Bank will be jointly developed by the District and the DCU which will include the following:



- a. Use of hours from the Bank shall only be approved in case of critical illness or injury of an employee.
- b. The employee must have exhausted all of ~~his/her~~their accumulated sick leave and vacation hours.
- c. To be eligible, an employee must have been employed by the District for two (2) years or more.
- d. Request for use of the Sick Leave Bank will be jointly approved by the 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 one hundred (100) 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 (or designee). 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~~their 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/their opinion circumstances demand it, the Supervisor 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/their 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/their 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/their 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/their 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/their work assignment provided four (4) hours or more of his/her/their workday remains at the time s/he is excused; and provided that length of time on jury duty prior to excuse and his/her/their work day with the District shall not exceed his/her/their 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 (or designee) 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 (or designee). 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/their classification provided s/he was continuously employed for at least one-half (1/2) of his/her/their 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.

C. RETURN FROM LEAVE

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

**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, 2015~~ January 1, 2020 the District shall contribute ~~one thousand one hundred sixty two dollars (\$1,162.00) per month toward the cost of health, dental, vision, pharmacy, long term disability and life insurance benefits for each participating full-time eligible employee.~~ to the School District No.1 Health and Welfare Trust, a contribution not to exceed \$1,355.00 per participating full-time eligible employee, per month.
- b. Effective ~~February 1, 2016~~ January 1, 2021, the District shall contribute ~~one thousand two hundred fifty five dollars (\$1,255.00) per month toward the cost of health, dental, vision, pharmacy, long term disability and life insurance benefits for each participating full-time eligible employee.~~ to the School District No.1 Health and Welfare Trust, a contribution not to exceed \$1,423.00 per participating full-time eligible employee, per month.
- c. Effective February 1, 2017 January 1, 2022, the District shall contribute ~~one thousand three hundred fifty five dollars (\$1,355.00) per month toward the cost of health, dental, vision, pharmacy, long term disability and life insurance benefits for each participating full-time eligible employee.~~ to the School District No.1 Health and

Welfare Trust, a contribution not to exceed \$1,480.00 per participating full-time eligible employee per month.

e.d. Effective January 1, 2023, the District shall contribute to the School District No. 1 Health and Welfare Trust, a contribution not to exceed \$1,524.00 per participating full-time eligible employee per month.

e.e. All employee groups with exception of employees covered by Appendices A and C, shall have the options available under the package provided by the School District No. 1 Health and Welfare Trust. Employees in Appendix A (Warehouse Workers and Truck Drivers) and Appendix C (Television Services) have negotiated to participate in the insurance plans offered by the Teamsters 206 Employers Trust.

e.f. The employee's portion of the monthly premium shall be made through a "lump-sum" deduction from his/her/their paycheck. Should the appropriate tax codes allow, said deduction shall be made on a pre-tax basis upon proper authorization from the employee. Should the District's payroll system allow, said deduction shall be made on the employee's first (1st) paycheck of the month for which the contribution is made.

2. During the life of this agreement, should the District increase the health insurance contribution of SEIU, PFSP, ATU, or the unrepresented employees of the District, at the DCU's discretion, this Article may be reopened for further negotiation under the expedited bargaining rules.

## B. WORKER'S COMPENSATION

All employees of the District are eligible for State workers' compensation benefits. For absence due to a compensable injury as defined in ORS Chapter 656, an employee shall retain the compensation check that s/he receives for time lost. The employee may supplement his/her/their compensation check with accrued accumulated sick leave. Coordination of Workers' Compensation benefits and Sick Leave Benefits shall be in accordance with applicable state regulation. For purpose of this Paragraph, it shall be considered that an employee's "regular check" paid in a particular payroll period is for services during all that payroll period. For instance, a monthly check paid in August equaling one-twelfth (1/12) of the employee's annual salary shall be deemed compensation for services during August so that workers' compensation benefits received with respect to all or part of that month would be deducted from the amount regularly payable as compensation from the District for such month. Employees who are absent due to an on-the-job injury shall continue to accumulate vacation credits.

## ARTICLE 18

### SAFETY

#### A. SAFETY

1. The District shall maintain safe working conditions in accordance with established federal and state regulations. The District and employees covered under this Agreement should work to avoid or minimize hazards.
2. The parties agree to comply with Oregon OSHA regulations.
3. The District will pay an allowance of \$150 per fiscal year to each employee working under Appendix D. Newly hired regular maintenance employees will receive a pro-rata amount determined by the date of hire. For example, if an employee is hired on January 1<sup>st</sup>, they will receive 50% of the annual stipend. Where the District determines safety toe shoes are warranted, all provisions of Appendix B "Specialized Footwear" shall apply.
- 2- Definition: safety toe work shoes shall mean safety shoes and boots which meet the most current ASTM standard that provides both impact and compression protection (currently ASTM F2413-11 I75 C/75)

#### B. PHYSICAL EXAMINATIONS

1. In the interest of safety and the wellbeing of students, employees and the public, the District and the DCU and its affiliated unions agree to the objective of a substance free workplace. The District, at its discretion, may require that new employees have a medical examination including substance testing.
2. Such examination of a current employee(s) may also be required:
  - a. When supervision has reason to suspect employee conduct in violation of this drug and alcohol policy. Reasonable suspicion may be based on observations that the employer can describe, such as appearance, behavior, speech, breath odor, bodily symptoms, paraphernalia, or such other reasonable and responsible reason.
  - b. In the event of direct involvement or possible involvement in any type of accident or near- accident in which it can be shown that the employee's behavior, judgment, actions, or lack thereof reasonably contributed to the accident or potential accident, injury, or damage to property or equipment.
3. The District will comply with the Omnibus Testing Act of 1991 and will pay for post-accident, random, re-employment, and reasonable suspicion abuse testing. Before implementing random testing, the District will notify DCU and engage in bargaining upon request by DCU.

C. PROPERTY LOSS

The District shall reimburse employees for loss of personal property, excluding the employee's automobile, which occurs while the employee is on duty under the following circumstances:

1. When the loss is a result of any unwarranted assault on the employee's person suffered while on duty.
2. Property stolen by the use of forcible entry on a locked container. Reimbursement shall be at replacement costs (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses less than five dollars (\$5.00) or that portion in excess of four hundred dollars (\$400.00) and shall not be made when carelessness or negligence on the part of the employee was evident.

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

D. FINGERPRINTING

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

**ARTICLE 19**  
**REDUCTION OF STAFF**

- A. In the event staff reduction becomes necessary, the District will release personnel in the inverse order of their length of service but may give consideration to special qualifications and experience, and minority employment. In the absence of such considerations and exemptions, layoff shall be based on seniority. The DCU shall be provided the opportunity to consult with the District when the necessity of such reductions is determined. Whenever possible, two (2) weeks written notice of layoff shall be given to each employee to be laid off under the provisions of this Article. Persons given such notice may not exercise the paid leave provisions of Article 16, except for sick leave when supported by a doctor's statement, quarantine, mandatory court appearances or jury duty. This provision applies only to regular employees.
- B. Reductions shall be accomplished within employee classifications which are within employee groups. For the purpose of this Article, an employee group shall be considered as a category of employees, such as carpenters. An employee classification is a level of assignment within that group, such as foreman. Reductions shall be by seniority within a classification; however, the District may assign employees from a higher classification to a

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

- C. An employee who rejects an assignment of equal pay and classification shall, by doing so, forfeit all rights under this Article. An employee offered an assignment of lower classification and salary, due to staff reduction, may elect layoff and retain the recall rights provided by this Article.
- D. An employee who is terminated due to such reduction in staff shall have preference in filling positions within ~~his/her~~their 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 is hired to fill a position with a duration of six (6) consecutive months, or less, or to replace a regular employee on an approved leave of absence or absence due to an on-the-job injury.
- G. A regular employee laid off in accordance with this Agreement who is employed elsewhere will not forfeit future recall rights by declining reemployment with the District when the anticipated period of work is less than thirty (30) calendar days. An employee who does return to work for a short-term assignment of less than thirty (30) calendar days will not accrue additional seniority. Maintenance employees who otherwise qualify for the early retiree medical plan in Article 17.2 must have completed fifteen (15) years of accumulative service with the District if the reason for the breaks in service has been layoff.
- H. See the individual appendices for additions and/or exceptions to this Article.
- I. All temporary employees, including retirees continuing to work, shall be terminated before any full- time employees are laid off within classification.



**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

1-4 years of service	10 days	6.7 hours
5 years of service	11 days	7.4 hours
6 years of service	12 days	8.0 hours
7 years of service	13 days	8.7 hours
8 years of service	14 days	9.4 hours
9 years of service	15 days	10.0 hours
10 years of service	16 days	10.7 hours
11 years of service	17 days	11.4 hours
12 years of service	18 days	12.0 hours
13 years of service	19 days	12.7 hours
14 years of service	20 days	13.4 hours
15 years of service	21 days	14.0 hours
16 years of service	22 days (max)	14.7 hours

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.

The number of days carried over at the end of each calendar year shall not exceed two (2) years' accrual, any overage will be lost. An employee who has scheduled vacation and is prevented by the District or workers' compensation compensated injury from taking his/her/their 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.

## B. HOLIDAYS

1. Regularly employed 190-200-210 day employees shall receive the following paid holidays:

Labor Day  
Veterans' Day  
Thanksgiving Day  
New Year's Day  
Presidents' Day  
Memorial Day  
Martin Luther King's Birthday

Regularly employed 12-month employees shall receive the above days and, in addition, shall receive Independence Day and Christmas Day. Holiday pay is included in the monthly annual salary of salaried employees. Regularly employed hourly employees shall receive full pay for holidays. Employees who do not regularly work year-round shall receive Independence Day if they work the regular business day before and the regular business day after the observed holiday.

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**

On July 1, ~~2015~~2020, a three percent (3.0%) increase shall be applied to the salaries of all the classifications covered by this Agreement.

On July 1, ~~2016~~2021, a three percent (3.0%) increase shall be applied to the salaries of all the classifications covered by this Agreement.

On July 1, ~~2017~~2022, a three percent (3.0%) increase shall be applied to the salaries of all the classifications covered by this Agreement.

On July 1, 2023, a three percent (3.0%) increase shall be applied to the salaries of all classifications covered by this Agreement.

MARKET SUMMARY REVIEW ADJUSTMENTS

As a result of the joint market summary review committee report, the following classifications will be adjusted:

Carpenter and all linked classifications will receive \$1.25 per hour, effective July 1, 2020, and \$1.00 per hour, effective July 1, 2021.

Electrician and all linked classifications will receive \$1.25 per hour, effective July 1, 2020, and \$1.00 per hour, effective July 1, 2021.

Laborer and all linked classifications will receive \$0.25 per hour, effective July 1, 2020, and \$0.15 per hour, effective July 1, 2021.

Mechanic and all linked classifications will receive \$0.90 per hour, effective July 1, 2020, and \$0.80 per hour, effective July 1, 2021.

Plumber and all linked classifications will receive \$0.60 per hour, effective July 1, 2020, and \$0.50 per hour, effective July 1, 2021.

**BONUS PAY PROGRAM**

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

**SOCIAL SECURITY**

At the time of the execution of this Agreement, continued participation by the District in the National Social Security Pension Act was anticipated. The District shall not take any formal action

to withdraw the participation without notifying the DCU and providing opportunity for consultation.

#### SCHOOL YEAR

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

#### PERSONAL VEHICLES

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

#### PAYCHECK ON TERMINATION

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

#### SCHOOL CLOSURES

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

## ARTICLE 22

### DURATION

- A. Except as may otherwise be provided for in this Article, this Agreement shall become effective as of the date it is signed by the parties and shall continue in effect through 11:59 pm, December 31, ~~2017~~2023.
- 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				
	Current	July 1,	July 1,	July 1,	July 1, 2023
		<del>2015</del> 2020	<del>2016</del> 2021	<del>2017</del> 2022	
<u>Warehouse Worker</u>	<u>\$17.00</u>	<u>17.51</u>	<u>18.04</u>	<u>18.59</u>	<u>19.15</u>
Warehouse Worker/Truck Driver	<del>\$ 21.68</del>	<del>\$22.33</del>	<del>\$23.00</del>	<del>\$23.69</del>	<del>\$29.30</del>
	<u>25.13</u>	<u>26.35</u>	<u>27.61</u>	<u>28.44</u>	

~~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%).~~

2.1. 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%)

~~3.2. 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. Truck Driver/Warehouse Worker rate plus five percent (5%).~~

4.3. 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.

5.4. 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. Upon selection, employees will serve a 90-day trial service period in the new assignment. During the trial period, if the employee's performance is unacceptable, the employee and their supervisor will meet to discuss. If the employee is unsuccessful, or chooses, upon completion of the 90-day trial period, the employee will be returned to their former position. 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.

6.5. 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.

~~7.6.~~ Seniority shall be based on length of continuous employment by the District as a driver and/or warehouseman under this Appendix. In the event of a layoff, the District will release personnel in the inverse order of their seniority. When filling a regular vacancy, the District will recall by seniority. The District will follow the provisions outlines in Article 19 of this contract.

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

~~8.7.~~ When the District has twenty-four (24) hours advance notice of available work, meaning at least one 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.

~~9.8.~~ An employee who is hired in to a full-time position (eight (8) hours per day) will be guaranteed full-time work (eight (8) hours) on each day worked.

~~10.9.~~ 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.

~~11.10.~~ The District shall inform Teamsters Local #206 of any new hires, in accordance with Article 4 Section H.

11. 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, 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).

12. When employees covered in this Appendix are working less than eight (8) hours in a scheduled work day, such as Nutrition Services summer work, employees will follow Bureau of Labor and Industries break and lunch rules.

#### HEALTH INSURANCE

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

- A. The parties agree that the provisions of Article 17.A.1. concerning the amount of the District’s contribution, the composite rate per full time eligible employee covered by this Appendix and the definition of full-time and part-time employees as well as the contribution formula for each shall continue to apply to the employees covered by this Appendix although said contributions shall be made to the Teamsters 206 Employers Trust for the Trust’s Plan AAVR or any plan offered by the Teamster Trust.
- B. Contributions shall be made on active employees, eligible retirees and their eligible spouse/same sex domestic partner. No contributions will be required for individuals who no longer work for the District regardless of the reason for separation except in the case of an individual whose discharge is reversed through Article 10 – Grievance Procedure.
- C. Any employee portion of the monthly contribution may be made on a pre-tax basis provided appropriate regulations allow.

**APPENDIX B**  
**SALARY SCHEDULE FOR BUS MECHANICS**

THE WAGE RATES FOR BUS MECHANICS SHALL BE:

	HOURLY RATES				
	Current	1-Jul- <del>15</del> <u>20</u>	1-Jul- <del>16</del> <u>21</u>	1-Jul- <del>17</del> <u>22</u>	<u>1 July 23</u>
Lead Mechanic	<del>\$ 27.62</del> <u>32.01</u>	<del>\$ 28.45</del> <u>33.94</u>	<del>\$ 29.30</del> <u>35.82</u>	<del>\$ 30.18</del> <u>36.90</u>	<u>\$38.01</u>
Mechanic	<del>\$ 26.82</del> <u>31.09</u>	<del>\$ 27.62</del> <u>32.95</u>	<del>\$ 28.45</del> <u>34.77</u>	<del>\$ 29.30</del> <u>35.82</u>	<u>\$36.90</u>
Serviceman	<del>\$ 21.97</del> <u>25.47</u>	<del>\$ 22.63</del> <u>26.24</u>	<del>\$ 23.31</del> <u>27.03</u>	<del>\$ 24.01</del> <u>27.85</u>	<u>\$28.69</u>
Bus Fueler	<del>\$ 21.97</del> <u>25.47</u>	<del>\$ 22.63</del> <u>26.24</u>	<del>\$ 23.31</del> <u>27.03</u>	<del>\$ 24.01</del> <u>27.85</u>	<u>\$28.69</u>
Shop Assistant	<del>\$ 16.70</del> <u>19.36</u>	<del>\$ 17.20</del> <u>19.95</u>	<del>\$ 17.72</del> <u>20.55</u>	<del>\$ 18.25</del> <u>21.17</u>	<u>\$21.81</u>

\* Reflects increase of Mechanic and Lead Mechanic rate to same as Machinist and Lead Machinist.



## HOURS OF WORK AND OVERTIME

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

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

## TOOL ALLOWANCE

Following completion of one year of service, school bus Mechanics will receive a tool allowance of \$400.00 per year. It is the shared expectation of both the District and the Union that the tool allowance will be used to purchase quality tools, for use at work.

## REIMBURSEMENT FOR STOLEN TOOLS

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

## SPECIALIZED FOOTWEAR

In those positions where the District (Transportation) determines that safety toe work shoes are appropriate, the District will advise the employees involved. Employees so advised will be required to obtain and wear suitable safety toe shoes within ten (10) working days from the date of such notice, and such footwear shall be required on the job. The District will pay a safety shoe allowance of ~~\$125.00~~ \$150.00 per year to each employee who is required to wear safety toe shoes as provided herein. Failure to obtain and wear safety toe shoes on the job as required may be cause for disciplinary action up to and including discharge.

Definition: Safety toes work shoes shall mean safety shoes and boots which meet the most current ASTM standard that provide both impact and compression protection (currently ASTM F2413-11I/75. c/75).

## HIGHER CLASSIFICATION PAY

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

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

## PROFESSIONAL CERTIFICATIONS

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

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

## DRIVING OF SCHOOL BUSES

Mechanics will not be required to drive a school bus, for the purpose of transporting students to and from school, unless all other District transportation options have been exhausted.

DRAFT

**APPENDIX C**

**SALARY SCHEDULE FOR TELEVISION SERVICES**

THE WAGE RATES FOR TELEVISION SERVICES SHALL BE:

HOURLY RATES

	Current	<del>1 Jul 15</del> 1 Jul 2020	<del>1 Jul 16</del> 1 Jul 2021	<del>1 Jul 17</del> 1 Jul 2022	1 Jul 2023
CHIEF ENGINEER	\$ <del>28.67</del> <u>33.24</u>	\$ <del>29.53</del> <u>34.24</u>	\$ <del>30.42</del> <u>35.27</u>	\$ <del>31.33</del> <u>36.33</u>	<u>37.42</u>
ASSISTANT ENGINEER					
PRODUCTION MANAGER	\$ <del>25.97</del> <u>\$30.11</u>	\$ <del>26.75</del> under review	\$ <del>27.55</del>	\$ <del>28.38</del>	
<u>Effective January 1, 2020, the Production Manager will be aligned with the Electronics Technician classification in Appendix D.</u>					
Producer					
MASTER CONTROL OPERATOR					
TV TECHNICIAN					
Step 5	\$ <del>22.85</del> <u>26.50</u>	\$ <del>23.54</del> <u>27.30</u>	\$ <del>24.25</del> <u>28.12</u>	\$ <del>24.98</del> <u>28.97</u>	<u>29.84</u>
Step 4	\$ <del>20.57</del> <u>23.85</u>	\$ <del>21.19</del> <u>24.57</u>	\$ <del>21.83</del> <u>25.31</u>	\$ <del>22.48</del> <u>26.07</u>	<u>26.86</u>
Step 3	\$ <del>18.30</del> <u>21.22</u>	\$ <del>18.85</del> <u>21.86</u>	\$ <del>19.42</del> <u>22.52</u>	\$ <del>20.00</del> <u>23.20</u>	<u>23.90</u>
Step 2	\$ <del>15.99</del> <u>18.53</u>	\$ <del>16.47</del> <u>19.09</u>	\$ <del>16.96</del> <u>19.67</u>	\$ <del>17.47</del> <u>20.27</u>	<u>20.88</u>
Step 1	\$ <del>13.71</del> <u>15.90</u>	\$ <del>14.12</del> <u>16.38</u>	\$ <del>14.54</del> <u>16.88</u>	\$ <del>14.98</del> <u>17.39</u>	<u>17.92</u>
PRODUCTION ASSISTANT					
Step 5	\$ <del>20.57</del> <u>23.82</u>	\$ <del>21.19</del> <u>24.54</u>	\$ <del>21.83</del> <u>25.28</u>	\$ <del>22.48</del> <u>26.04</u>	<u>26.83</u>

Step 4	<del>\$ 18.51</del> <u>21.46</u>	<del>\$ 19.07</del> <u>22.11</u>	<del>\$ 19.64</del> <u>22.78</u>	<del>\$ 20.23</del> <u>23.47</u>	<u>24.18</u>
Step 3	<del>\$ 16.45</del> <u>19.06</u>	<del>\$ 16.94</del> <u>19.64</u>	<del>\$ 17.45</del> <u>20.23</u>	<del>\$ 17.97</del> <u>20.84</u>	<u>21.47</u>
Step 2	<del>\$ 14.39</del> <u>16.68</u>	<del>\$ 14.82</del> <u>17.19</u>	<del>\$ 15.26</del> <u>17.71</u>	<del>\$ 15.72</del> <u>18.25</u>	<u>18.80</u>
Step 1	<del>\$ 12.32</del> <u>14.28</u>	<del>\$ 12.69</del> <u>14.71</u>	<del>\$ 13.07</del> <u>15.16</u>	<del>\$ 13.46</del> <u>15.62</u>	<u>16.09</u>

**PROGRESSION**

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

**NEW HIRES**

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

**TRANSFERS AND PROMOTIONS**

A. Transfers

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

B. Promotions

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

**HEALTH INSURANCE**

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

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

The parties agree that the provisions of Article 17.A.1.a. pertaining to Insurance contributions into the School District Health and Welfare Trust shall not apply to the employees covered by this Appendix.

The parties agree that the provisions of Article 17.A.1. concerning the amount of the District's contribution, the composite rate per full time eligible employee covered by this Appendix and the definition of full-time and part-time employees as well as the contribution formula for each shall continue to apply to the employees covered by this Appendix although said contributions shall be made to the Teamsters 206 Employers Trust for the Trust's Plan AAVR or any plan offered by the Teamster Trust.

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.

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

**APPENDIX D**

**SALARY SCHEDULE FOR MAINTENANCE WORKERS**

HOURLY WAGES FOR MAINTENANCE WORKERS SHALL BE AS FOLLOWS:

HOURLY RATES

<u>CLASSIFICATION</u>	<u>Current</u>	<u>July 1, 2015</u> <u>1 Jul 20</u>	<u>July 1, 2016</u> <u>1 Jul 21</u>	<u>July 1, 2017</u> <u>1 Jul 22</u>	<u>1 Jul 23</u>
Brick Mason	\$26.80 <u>31.07</u>	\$27.60 <u>32.01</u>	\$28.43 <u>32.98</u>	\$29.29 <u>33.97</u>	<u>34.99</u>
Carpenter	\$26.26 <u>30.45</u>	\$27.05 <u>32.66</u>	\$27.86 <u>34.67</u>	\$28.70 <u>35.72</u>	<u>36.80</u>
Carpet and Linoleum Layer*	\$21.40 <u>24.80</u>	\$22.04 <u>25.81</u>	\$22.70 <u>26.74</u>	\$23.38 <u>27.55</u>	<u>28.38</u>
Cement Mason	\$24.08 <u>27.91</u>	\$24.80 <u>28.75</u>	\$25.55 <u>29.62</u>	\$26.31 <u>30.51</u>	<u>31.43</u>
Electrician	\$31.95 <u>37.04</u>	\$32.91 <u>39.44</u>	\$33.90 <u>41.66</u>	\$34.91 <u>42.91</u>	<u>44.20</u>
Glazier	\$26.10 <u>30.26</u>	\$26.88 <u>31.17</u>	\$27.69 <u>32.11</u>	\$28.52 <u>33.08</u>	<u>34.08</u>
Laborer	\$21.40 <u>24.80</u>	\$22.04 <u>25.81</u>	\$22.70 <u>26.74</u>	\$23.38 <u>27.55</u>	<u>28.38</u>
Landscape Laborer *	\$21.40 <u>24.80</u>	\$22.04 <u>25.81</u>	\$22.70 <u>26.74</u>	\$23.38 <u>27.55</u>	<u>28.38</u>
Locksmith	\$26.26 <u>30.45</u>	\$27.05 <u>31.37</u>	\$27.86 <u>32.32</u>	\$28.70 <u>33.29</u>	<u>34.29</u>
Machinist	\$26.82 <u>31.09</u>	\$27.62 <u>32.95</u>	\$28.45 <u>34.77</u>	\$29.31 <u>35.82</u>	<u>36.90</u>
Painter *	\$21.40 <u>24.80</u>	\$22.04 <u>25.81</u>	\$22.70 <u>26.74</u>	\$23.38 <u>27.55</u>	<u>28.38</u>
Plasterer	\$24.16 <u>28.01</u>	\$24.88 <u>28.86</u>	\$25.63 <u>29.73</u>	\$26.40 <u>30.63</u>	<u>31.55</u>
Plumber	\$32.72 <u>37.93</u>	\$33.70 <u>39.69</u>	\$34.71 <u>41.40</u>	\$35.75 <u>42.65</u>	<u>43.93</u>
Roofer *	\$21.40 <u>24.80</u>	\$22.04 <u>25.81</u>	\$22.70 <u>26.74</u>	\$23.38 <u>27.55</u>	<u>28.38</u>
Sheet Metal Worker Effective July 1, 2020, and July 1, 2121, the Sheet Metal Worker classification will receive \$0.50 per hour increase.	\$29.92 <u>34.68</u>	\$30.82 <u>36.24</u>	\$31.74 <u>37.85</u>	\$32.69 <u>38.99</u>	<u>40.16</u>
Steamfitter	\$32.72 <u>37.93</u>	\$33.70 <u>39.69</u>	\$34.71 <u>41.40</u>	\$35.75 <u>42.65</u>	<u>43.93</u>
Tile Setter	\$22.71 <u>26.33</u>	\$23.39 <u>27.12</u>	\$24.09 <u>27.94</u>	\$24.82 <u>28.78</u>	<u>29.65</u>
* Same rate as Laborer.					
<u>OTHERS</u>					
Mason Tender (same as laborer)*	\$21.40 <u>24.80</u>	\$22.04 <u>25.81</u>	\$22.70 <u>26.74</u>	\$23.38 <u>27.55</u>	<u>28.38</u>
Plumber's Helper (same as laborer)*	\$21.40 <u>24.80</u>	\$22.04 <u>25.81</u>	\$22.70 <u>26.74</u>	\$23.38 <u>27.55</u>	<u>28.38</u>
Motor Winder (80% of Electrician)**	\$25.56 <u>29.63</u>	\$26.33 <u>31.56</u>	\$27.12 <u>33.33</u>	\$27.93 <u>34.33</u>	<u>35.36</u>

Electronic Technician (90% of Electrician) <u>(Music Repair Technician) **</u>	<del>\$33.33</del> <del>\$28.76</del> under review	<del>\$35.50</del> <del>\$29.62</del>	<del>\$37.50</del> <del>\$30.51</del>	<del>\$38.62</del> <del>\$31.42</del>	<del>\$39.78</del>
Machinist Helper (86.5% of Machinist)	<del>\$23.19</del> <del>26.89</del>	<del>\$23.90</del> <del>28.51</del>	<del>\$24.61</del> <del>30.08</del>	<del>\$25.35</del> <del>30.99</del>	<del>31.92</del>
Building Automation Specialist (same as Steamfitter)	<del>\$32.72</del> <del>37.93</del>	<del>\$33.70</del> <del>39.69</del>	<del>\$34.71</del> <del>41.40</del>	<del>\$35.75</del> <del>42.65</del>	<del>43.93</del>
<u>Physical Security Technician</u>	<u>\$39.00</u>	<u>41.46</u>	<u>43.74</u>	<u>45.06</u>	<u>46.42</u>
<u>** These positions will be reviewed by the Compensation &amp; Classification Manager within 60 days of ratification, to determine if they are appropriately classified.</u>					

Employees assigned as Corrosion Technician, Fire Sprinkler Technician, and Backflow Technician shall receive an additional three percent (3%). If another employee is assigned work orders or tasks for Corrosion, Fire Sprinkler or Backflow Prevention, they shall receive an additional three percent (3%) for the hours worked on these tasks. Work must be clearly documented in the employee's work order at the end of every day.

For the duration of this Agreement, separate seniority lists will be maintained for Laborers, ~~and Landscape Laborers and Rover Laborers (those positions reclassified from Rover to Laborer).~~ Reduction in force shall be by seniority on the appropriate seniority list. This shall not alter the terms of the January 1996 Letter of Understanding separating the seniority lists of Laborers and Landscape Laborers (grounds maintenance personnel).

#### 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%
- A. Workers performing work in a higher paid classification shall receive a minimum of two (2) hours, or actual hours worked if over two (2), pay at the higher rate for work in the higher classification.
- B. Eight (8) hours shall constitute a standard workday. Five (5) days, Monday to Friday, shall constitute a standard workweek.
- C. The standard workdays shall be eight (8) consecutive hours set by the employer between the hours of 6:00am and 5:00pm with a minimum thirty (30) minutes unpaid lunch break. Standard shifts starting times may be changed upon thirty (30) days' notice.

- D. 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.
- E. The standard second or “swing” shift shall be eight (8) consecutive hours between the hours of 12:00 noon and 12:00 midnight. Workers on the second or “swing” shift shall receive eight (8) hours’ pay at the regular rate plus One Dollar and Six Cents (\$1.06) an hour for eight (8) hours’ work which shall include a thirty (30) minute employer-paid lunch period.
- F. 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.
- G. It is recognized by the parties that productivity and attendance are related issues and, therefore, have a joint interest in cooperating to improve both.

#### 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.

#### 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.

#### 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~~their 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.



## SPECIALIZED FOOTWEAR

Definition: Safety toe work shoes shall mean safety shoes and boots which meet the most current ASTM standard that provide both impact and compression protection (currently ASTM F2413-11I/75. c/75).

## 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.

**AFFILIATED UNIONS  
SERVICING THIS AGREEMENT**

Bricklayers Local No. 1 (Appendix D)	503-232-0358
Pacific Northwest Regional Council of Carpenters (Appendix D)	503-261-1862
Cement Masons Local Union 555 (Appendix D)	503-232-9341
Electricians Local Union 48 (Appendices C, D)	503-256-4848
Glaziers Architectural Metal and Glass Workers Local Union 740 (Appendix D)	503-255-3920
Laborers Local Union <del>296737</del> (Appendix D)	<del>503-256-5716</del> <u>503-801-2209</u>
Linoleum and Carpet Layers Local Union 1236 (Appendix D)	503-255-8444
Machinists District Council 24 (Appendices B, D)	503-238-5550
Painters District Council 55 (Appendix D)	503-257-6644
Plasterers Local Union 82 (Appendix D)	503-232-3257
Plumbers & Steamfitters Local Union 290 (Appendix D)	503-691-5700
Sheet Metal Workers Local Union 16 (Appendix D)	503-254-0123
Teamsters Local Union 206 (Appendix A)	503-251-2344

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The parties, by their authorized representatives, have set their hand to this agreement this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

FOR THE DISTRICT COUNCIL OF UNIONS:

FOR PORTLAND SCHOOL DISTRICT NO.1, MULTNOMAH COUNTY: