5-12-1994

Multnomah County, Oregon School District No. 1 and District Council of Trade and Service Unions of School Employees (1994)

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Multnomah County, Oregon School District No. 1 and District Council of Trade and Service Unions of School Employees (1994)

Location
Multnomah Co., OR

Effective Date
5-12-1994

Expiration Date
6-30-1995

Number of Workers
1200

Employer
School District No. 1, Multnomah County, Oregon

Union
Bricklayers; Carpenters District Council; Cement Masons; Electricians; Glaziers, Architectural Metal and Glass Workers; Laborers; Linoleum and Carpet Layers; Machinists District Council 24; Painters District Council 55; Plasterers; Plumbers & Steamfitters; Roofers; School Employees; Sheet Metal Workers; PFTCE; Transit Employees; Teamsters

Union Local
1; 555; 48; 740; 296; 1236; 82; 290; 49; 140; 16; 111; 757; 206

NAICS
61

Sector
Local government

Item ID
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Keywords
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BETWEEN THE DISTRICT COUNCIL
OF TRADE AND SERVICE UNIONS
OF SCHOOL EMPLOYEES AND
PORTLAND PUBLIC SCHOOLS

AGREEMENT

1993-95

X-6/30/95

1-200 blue-collar

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ARTICLE 1
RECOGNITION AND APPLICATION OF AGREEMENT

The District recognizes the DCU as the exclusive bargaining representative for, and this Agreement shall apply to all cafeteria and custodial employees, warehousemen and truck drivers, community agents, non certified driver education instructors, bus drivers, maintenance workmen, and all other classifications specified elsewhere in this Agreement including the Appendices.

ARTICLE 2
STATUS OF AGREEMENT

A. This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the District which shall be contrary or inconsistent with its terms. The provisions of this Agreement and specific modifications thereto found in the appendices shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District.

B. 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.

C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the Board, one by DCU.

D. The District shall endeavor to print and provide sufficient copies to the 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.

E. The Board, the DCU and their respective representatives shall take no action in violation of or inconsistent with any provision of this Agreement.

F. The parties acknowledge that during negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subjects appropriate for bargain-
ing, 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, the Board and the DCU agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject matter, during the term of this Agreement.

ARTICLE 3
CONTRACT ADMINISTRATION

A. 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.

B. These meetings are not intended to bypass the grievance procedure, and shall not constitute an invitation to continuously renegotiate the provision of this Agreement. DCU may, however, present a problem on behalf of a group of employees which involves an alleged violation of this Agreement, and only after failure to resolve the problem at these meetings may DCU upon its own initiative file a grievance at Step 2 provided that DCU must show by clear and convincing evidence throughout the grievance proceedings that at least one employee has been directly adversely affected by the alleged violation of the 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 audio-visual 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.

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 mail boxes for communications.

F. The Board shall make available to the DCU upon ample request to the Office of the Superintendent any and all reasonably available information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

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

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 mail boxes for communications.
F. The Board shall make available to the DCU upon ample request to the Office of the Superintendent any and all reasonably available information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

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

ARTICLE 5
NO STRIKE CLAUSE

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

ARTICLE 6
MANAGEMENT RIGHTS CLAUSE

Except as otherwise provided in this Agreement, the DCU agrees that the Board and its designees shall retain control and direction over all matters of inherent managerial policy. Such matters shall include, but are not limited to: the development of budgets, utilization of technology, the District organizational structure, the selection and direction of District employees, and actions as may be necessary to meet emergency situations. Whenever practicable, the District shall inform the DCU of any such significant action.

ARTICLE 7
PAYROLL DEDUCTIONS

A. Any employee who is a member of a DCU affiliate, or who has applied for membership, may sign and deliver through the affiliate to the District's Payroll Office an assignment authorizing deduction of membership dues in the DCU affiliate. Such authorization shall continue in
effect from year to year unless revoked in writing between June 1 and July 1 of any year. Pursuant to such authorization the District shall deduct the regular monthly dues from a regular salary check of the employee during each calendar month. With respect to all sums deducted by the District pursuant to said authorizations, the District agrees to remit such items within ten (10) days from the date of deduction to the DCU affiliate.

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

- Savings Bonds
- Approved Charitable Organizations
- School District No. 1 Health and Welfare Trust Premiums
- Credit Union (Portland Teachers’ Credit Union)
- Fixed or Variable Tax Deferred Annuity Plans

ARTICLE 8
FAIR SHARE

A. Each DCU affiliated union shall have the option of requiring an in-lieu-of-dues payment (fair share) from employees who are non members. The District will supply to the appropriate DCU affiliated union the name, address, social security number, classification and date of hire of each new hired or rehired employee on a monthly basis.

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

C. No later than thirty (30) days prior to January 1st, April 1st, or October 1st of each year the DCU, or affiliated unions thereof, may file with the District a statement indicating the Fair Share amount to be deducted. If such statement is not filed by the foregoing deadlines above, the Union failing to do so shall forfeit all rights to adjust prior stated amounts until the next appropriate deadline.

D. The DCU affiliated unions agree that it will indemnify, defend and save harmless the District and all persons acting on behalf of the District from all suit actions, proceedings, complaints, claims, liability or expense resulting from the implementation or enforcement of this Article or any provision thereof. In the event any such liability or expense is incurred or is claimed to exist, the District may withhold the amount thereof from any remittances which the District is to make to the DCU or any of its affiliated unions under provisions of this Agreement; but this provision for withholding remittances shall not be the exclusive remedy of the District.

E. The DCU, or affiliated union thereof, shall reimburse the District for the salary and benefit costs of any employee released from his/her work assignment to conduct business on behalf of the DCU or affiliated union excluding business conducted with the District.

ARTICLE 9
MAINTENANCE OF BENEFITS

No employee covered by this Agreement shall suffer any reduction in rate of pay or fringe benefits solely as a result of the execution of this Agreement.
ARTICLE 10
GRIEVANCE PROCEDURE

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

SECTION 1 - Definitions

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

2. A "grievance" shall mean a contention by an aggrieved that they have been directly injured by a violation of this Agreement. The term "grievance" shall not include and this procedure shall not apply to any of the following:

   a. Any matter as to which the Board of Education is without authority to act.
   b. Any matter for which a specific administrative or judicial remedy has been prescribed by the State and/or Federal Statute. (Such as employment discrimination, employment and dismissal of custodians, health and safety, etc.)
   c. An dispute concerning whether any part of this Agreement became effective or ceased to be effective.

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

STEP 1

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

STEP 2

If not settlement is reached at Step 1, within five (5) days the grievance shall be submitted in writing to the department head who shall promptly conduct an investigation. With five (5) days following the investigation a decision, in writing, shall be rendered.
STEP 3

If the grievance is not settled at Step 2, it may be appealed within five (5) days to the Director of Employee Relations. The parties to this Agreement shall, within five (5) days appoint members to a grievance committee. The Committee shall consist of four (4) members of which two (2) shall be appointed by the DCU and two (2) by the District. The Committee shall convene within ten (10) working days from the time its members are appointed and shall review the record of the grievance and may conduct a hearing on the grievance. Within five (5) days of completion of the review or hearing, the Committee shall issue its decision in writing. A majority decision by the Committee shall be final and binding.

STEP 4

A. If a majority opinion is not reached at Step 3, the involved union within ten (10) days shall notify the District in writing of intent to arbitrate and may request a list of arbitrators from the Employment Relations Board as provided in Step 5 below.

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

STEP 5 - Arbitration

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

A. The arbitrator shall be selected from a list of five (5) arbitrators 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 to an arbitrator.

B. Neither an employee nor a DCU affiliated union may appeal to arbitration without approval of the DCU and without notice to the District of the appeal to arbitration.
C. The arbitrator must render his/her decision in writing within thirty (30) days following completion of the hearings.

D. The decision of the arbitrator shall be binding of all parties, provided: (1) the arbitrator must restrict his/her decision to interpretation of the Agreement, (2) is in accordance with the legal meaning of this Agreement, (3) is based on substantial evidence, and (4) does not result in an obligation to pay money beyond amounts budgeted for the particular item or purpose in the current budget.

E. 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.

F. Cost charged by the arbitrator shall be fully borne by the losing party in the arbitration.

SECTION 2 - General Procedures

1. The aggrieved must be present at Step 1 and may be present at all others. In processing the grievance, the grievant may:
   a. Represent himself/herself as described in Step 1 of this grievance procedure, or
   b. Be represented by his/her union at the union's expense.

2. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process.

3. 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.

4. 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.

5. The Board and its administrators shall cooperate with the grievant in the investigations of any grievance, and further will fur-
nish the grievant or his/her representative with such neces-
sary and readily available information as requested for the pro-
cessing of any grievance.

6. Except as otherwise provided by law, an employee shall in-
voke 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 re-
sort to such other remedies.

7. Each grievance must be initiated within thirty (30) calendar
days of the occurrence of the cause for complaint, or if the
aggrieved did not have knowledge of said occurrence at the
time of its happening, then within thirty (30) calendar days of
the first such knowledge.

8. 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 inconsis-
tency thereof with this Agreement within five (5) days from re-
ceipt of such notice.

9. The District shall continue to provide for employees covered
by this Agreement a separate grievance procedure with re-
spect to issues arising solely under policies and regulations
which are not covered by this Agreement.

ARTICLE 11
DISCIPLINE, DEMOTION AND DISMISSAL

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, sus-
pension or discharge.

B. If a complaint, that is, an allegation brought by a citizen or
nonsupervisory 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 has the right to use the grievance procedure. Grievances regarding suspension shall be filed at Step 2. Grievances regarding dismissal shall be filed at Step 3 unless the dismissal is based on inadequate work performance, in which case the grievance shall be filed at Step 4B. This hearing at Step 4B shall be deemed a hearing under ORS 342.663 and the decision shall be final and not subject to any further provisions of the grievance procedure.

D. An employee shall have the right to request and have a representative present at any meeting, called by the supervisor, which the employee believes may result in written reprimand, suspension or dismissal. Prior to such a meeting, the employee will be notified of its purpose. The right of representation will not exist when the meeting related 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 discharge or demotion as a result of unsatisfactory performance, an employee shall be given the reason 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 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 Line Administration and Personnel Office and a decision is made to continue or to discontinue that employee's employment. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.
ARTICLE 12
NONDISCRIMINATION

In administering the terms and conditions of this Agreement, the parties agree to comply with applicable State and/or Federal Statutes and/or regulations regarding nondiscrimination, i.e., on the basis of age, sex, religion, race, physical handicap, marital status, political activity and association. It is the expressed intent of 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. DCU shall use its best efforts to direct employees complaining of such discrimination to appropriate District administrative remedies. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provision of the Oregon Fair Employment Practices Law contained in ORS 659.028 and 659.030.

ARTICLE 13
PERSONNEL FILE

A. Each employee shall have the right, upon request, to review the contents of his/her own personnel file in accordance with ORS 652.750. Only one official personnel file shall be maintained by the District.

B. A representative of the DCU or counsel for the employee may, at the employee’s request, accompany him/her in this review. An employee may request that letters of warning and reprimand (excluding evaluations) be removed from his/her file after two (2) years, provided that no subsequent such entries have been made into that file.

C. The District shall provide an employee with a copy of any materials placed in his/her file. Materials placed in an employee’s file shall bear the date of such placement. An employee may respond in writing within thirty (30) days to any material placed in such file and the response shall become part of the file.

D. Anonymous materials shall not be placed in the personnel file.
ARTICLE 14
OVERTIME AND CALL BACK

A. OVERTIME

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

2. An employee scheduled to work on his/her regular day off shall be guaranteed a minimum of four (4) hours.

B. CALL BACK

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

a. Overtime rate times actual hours worked (which shall include reasonable time of travel to and from his/her home, not to exceed twenty (20) minutes each way), or

b. Four (4) hours of straight time pay.

2. If the employee is called back to work on his/her regular day off, the minimum provided in A.2. will apply.

C. EXTENSION OF WORK YEAR

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

D. OVERTIME ON HOLIDAYS

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

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 (excluding head custodians) working more than four (4) hours per day shall be entitled to a minimum of one-half (1/2) hour duty-free lunch period without pay.

B. Employees shall receive a fifteen (15) minutes rest period during each four (4) hours of work not to exceed two (2) such breaks during a regular eight (8) hour day, whenever practicable.

ARTICLE 16
LEAVES

Leaves provided under this Article are intended to meet the legitimate needs of employees. The use of leaves must be limited to instances of personal need and are not to be abused. Any abuses may be subject to the provision of Article 11.

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 day, for each month worked. 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 the employee uses the advance credit in excess of that which would be normal accrual and terminates employment, the Dis-
strict shall be entitled to recover 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. Ac-
crual of sick pay shall continue during any period of absence
covered by earned vacation time.

3. Sick leave days may be accumulated by employees only if not
used in the year for which granted. Total sick leave which can
be accumulated shall be unlimited.

4. When an employee has exhausted his/her accumulated sick
leave credits, s/he shall be entitled, in the event of illness, to
receive one (1) day for each year of service at two-thirds (2/3)
of his/her daily rate of pay. Such additional allowance shall
not accumulate and each year's allowance may only be used
once.

5. Employees shall not be credited with any sick leave days with
respect to periods during which they are on leave on absence
from work for the District of more than one (1) month duration;
their accumulated sick leave shall not be charged with days of
sickness during such leave; and they shall not be paid for days
of illness during such leave except when the illness or injury is
the factor which entitled the employee to the leave in question.

B. OTHER PAID LEAVES

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

1. Family Illness

All employees shall receive up to three (3) additional days per
fiscal year with pay in case of illness of a member of the
employee's immediate family. "Immediate Family" shall be inter-
preted to mean spouse, children, parents, grandparents, grand-
children, mother-in-law, father-in-law, brothers and sisters of the
employee, and also any person living in the home with the em-
ployee (use of this leave shall be for instances where care or
attention by the employee is necessary). In the event that emer-
gency conditions arise, an extension of family leaves shall be
determined upon the merits of the individual case by the Office
of the Superintendent.
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 opinion circumstances demand it, the Superintendent shall authorize two (2) days leave to attend the funeral of a relative.

b. An employee who is absent because of a death in his/her immediate family shall be permitted three (3) consecutive days (or in the case of death of a spouse, parent or child, five (5) consecutive days) and two (2) additional days at two-thirds (2/3) of his/her scheduled salary. “Immediate Family” shall be interpreted to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters. Any other person living in the home of the employee shall be considered as immediate family providing the employee was responsible for the care of such person. In the event of death in the employee’s immediate family during the employee’s vacation time, s/he shall be entitled to the funeral leave provided by this Section in addition to accrued vacation time.

4. Emergency/Personal Business Leave

Employees employed on a regularly scheduled basis shall be entitled to three (3) days leave per work year without loss of pay under the following circumstances:

a. in the case of unanticipated circumstances beyond the employee’s control and for which prior planning cannot be made; or

b. for attending to matters which cannot be scheduled outside the employee’s work hours and for which the personal attention of the employee is required. In such cases, a request indicating the reason for the leave must be made
to the responsible administrator at least twenty-four (24) hours in advance.

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

5. Mandatory Court Appearances

a. An employee subpoenaed to appear as a count witness shall be excused from his/her work assignment without loss of pay, provided that the employee shall submit any witness fee received to the School District Business Office along with a copy of the subpoena. In cases where the employee is a plaintiff or defendant to the action, absence will be without pay or, at the employee’s election, emergency leave as provided in Paragraph 4. An employee required to appear in court as a co-plaintiff or co-defendant with the District shall be released without loss of pay.

b. An employee subpoenaed for jury duty shall be excused from his/her work assignment without loss of pay provided that the employee shall submit any jury fee received to the School District Business Office along with a copy of the subpoena. On days when the employee is excused from jury duty, s/he shall report to his/her work assignment provided four (4) hours or more of his/her work day remains at the time s/he is excused; and provided that length of time on jury duty prior to excuse and his/her work day with the District shall not exceed his/her normal work day.

UNPAID LEAVES

1. Special Leaves of Absence

Employees who have been continuously employed for two (2) or more years may apply for a special leave of absence without pay. The Superintendent shall exercise his discretion in the granting of such leaves. Such leaves shall not exceed one (1) year without special authorization of the Board. Employees on such leaves shall not be permitted to engage in remunerative service without the approval of the Superintendent. Leaves under this Section shall be consistent with the Oregon Family Leave Laws and the Federal Family and Medical Leave Act of 1993.
2. Maternity and Child Care Leave

a. An employee covered by this Agreement who becomes pregnant or adopts a child shall be entitled to an unpaid leave. The term of such leave shall ordinarily not exceed six (6) months, but the Superintendent may, on written request, extend such leave for additional periods of time. Maternity or child care leaves for employees whose work year is less than twelve (12) months shall ordinarily not extend beyond the remainder of the fiscal year but the Superintendent may, on written request, extend such leave for additional periods of time.

b. An employee who returns to duty following a maternity or child care leave shall be entitled to any step increase received by other employees within his/her classification provided s/he was continuously employed for at least one-half (1/2) of his/her designated work year immediately prior to beginning the leave.

c. The District shall retain full control and authority to establish policies and regulations in accordance with State statutes, regarding the administration of maternity and child care leaves. Such policies and regulations may include, but not be limited to: application procedures, requirements for physician statements, return procedures, etc. Such policies and regulations shall not be considered as part of this Agreement.

3. Paternity Leave

For continuous periods during which the newly born or adopted child will not have the care of the mother, the father shall be entitled to paternity leave and rights upon return to work on the same terms and conditions as hereinabove provided for maternity and child care leaves.

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.

5. Return From Leave

Employees who are on an approved leave shall have the right to return to their position within six (6) months providing the position continues to exist. Employees not covered under the
custodian's Civil Service Law who are hired to replace an employee during the first six (6) calendar months of accumulated employment after which the provisions of Article 19 shall apply. Temporary employees who are terminated will, upon re-employment, be given credit for time worked unless the period of termination is six (6) months or more. Temporary employees shall be entitled to all benefits provided by this Agreement with the exception of Article 16.B. 1, 2, 3 and 4.

ARTICLE 17
INSURANCE

A. HEALTH AND WELFARE TRUST

1. The District shall contribute to the School District No. 1 Health and Welfare Trust the cost of full-time employees and their eligible dependents participating in the insurance plans of the Trust. The cost of providing those benefits or their equivalent in existence on June 30, 1993, shall be maintained by the District for the term of the Agreement. However, effective July 1, 1993, the maximum coverage for dental shall be One Thousand Seven Hundred Fifty Dollars ($1,750) per eligibility year, and the life insurance shall be Ten Thousand Dollars ($10,000). The District shall contribute for insurance plans provided by the Trust for participating part-time employees (those regularly working twenty (20) hours or more, but less than thirty (30) hours per week) an amount not to exceed fifty percent (50%) of the contribution made by the District for full-time employees. The parties recognize the need to address means for containment of health care costs. Therefore, the parties agree to explore alternative programs and, upon mutual agreement of such program or programs, to support their implementation through the Health and Welfare Trust. The parties agree to support the offering of a Preferred Provider Organization (PPO) option as an alternative to the present indemnity plan provided by the Trust.

2. District contributions shall be for the cost of each insurance for participants in any of such plans, including eligible dependents of employees; provided that medical/hospitalization insurance shall be considered first priority and dental insurance shall be second priority. Before such payment is required with respect to an employee, the Trustees shall certify to the District that the employee has such medical/hospitalization coverage (1) through
the Trust, or (2) from other coverage which is substantially equal to or greater than that provided by the Trust.

The District will not offer a similar plan or other medical/hospitalization insurance coverage to employees, and will not provide cash payments thereto in lieu of its contribution to the Trust.

3. If, during the life of this Agreement, a federal health insurance program covering all members of the bargaining unit becomes mandatory and effective, the parties agree to meet and discuss the effect thereof upon the District contribution to the Health and Welfare Trust.

4. The District shall contribute to the Trust towards the cost of providing a medical/hospitalization plan for employees who (a) elect early retirement on or after June 30, 1993, and are eligible to retire under the Public Employees Retirement System (PERS); (b) have completed at least fifteen (15) years of consecutive service with the District, and (c) are at least sixty (60) years of age but not yet eligible for Medicare, and (d) are then eligible under such plan then offered by the Trust. Effective July 1, 1993, the District shall pay one-half (1/2) of the cost for the spouse of the retiree enrolled in the Plan, for eligible employees who retire on or after that date. A qualifying retiree below age sixty (60) must maintain their coverage in order to be eligible for District contributions to commence at age sixty (60). An employee below age sixty (60), however, may elect to have District contributions commence upon retirement but the District shall then cease its contributions at the end of sixty (60) months. The amount of District contribution shall be to maintain the medical/hospitalization plan for early retirees that was in effect as of June 30, 1993.

B. WORKER'S COMPENSATION

All employees of the District are eligible for State Worker's Compensation benefits. For absence due to a compensable injury as defined in ORS chapter 656, an employee shall retain the compensation check which s/he receives for time lost. The District will make supplemental payment from the date of injury in an amount equal to the difference between the compensation check and the employee's regular check during the period of payment under Worker's Compensation Act. Supplemental payment shall be paid for the portion when worker's compensation benefits are paid but not to exceed one hundred eighty (180) days for one (1) injury during the time no charge shall be made to the employee's sick leave. For other
periods of absence due to a compensable injury, charge will not be made against the employee's accumulated sick leave. The 180-day period shall not constitute a guarantee in the event staff reductions become necessary pursuant to Article 19 of this Agreement. An employee who is injured on the job shall have the right for a period set forth by the worker's compensation statutes to return to a position similar to the one s/he occupied but subject to seniority provisions of Article 19.

For the 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-twelve (1/12) of the employee's annual salary shall be deemed compensation for services during August so that Worker's 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 accumulate vacation credits.

ARTICLE 18
SAFETY

A. SAFETY

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.

B. PHYSICAL EXAMINATIONS

In the interest of safety and the well-being of students, employees and the public, the District and the DCU and its affiliated unions agree to the objective of a substance free workplace. The District, at its discretion, may require that new employees have a medical examination including substance testing. Such examination of a current employee(s) may also be required when just cause exists.

C. In the event the District sponsors a smoking abatement program, employees may participate at no cost on a one-time only basis.
D. 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.

ARTICLE 19
REDUCTION OF STAFF

A. In the event staff reduction become 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. Such reductions shall be accomplished within employee classifications which are within employee groups. For the purpose of this Ar-
article, an employee group shall be considered as a category of employees, such as cafeteria employees. An employee classification is a level of assignment within the group, such as kitchen assistant. Reductions shall be by seniority within a classification; however, the District may assign employees from higher classification to a lower classification within an employee group respective of the comparative seniority of employees in the lower classification. The District shall not assign employees to a lower salary level without a corresponding change in job assignment or responsibility.

C. An employee who rejects an assignment of equal pay and classification shall, by doing so, forfeit all rights under this Article. An employee offered an assignment of lower classification and salary, due to staff reduction, may elect layoff and retain the recall rights provided by this Article.

D. An employee who is terminated due to such reduction in staff shall have preference in filling positions within his/her employee classification and shall be recalled by the District for employment in such classification based upon seniority with the District; provided, however, s/he is qualified for the assignment.

Employees so terminated shall retain such right of recall for a period of three (3) years from the date of termination. Employees so recalled by the District shall be reinstated with seniority rights accumulated as of the date of their termination. Any employee recalled by the District for a position comparable to the one from which s/he was terminated and who rejects such as assignment shall relinquish all rights provided in this Article and Agreement.

E. With respect to custodians, this Article is subject to the provisions of the Custodian’s Civil Service Law and is not intended to modify any portion thereof.

F. By May 30, the District shall attempt to notify employees, whose work years correspond with the school year, of the intended employment status with the District for the following school year. Failure by the District to provide such notice of changes in staffing plans following issuance of notification will not interfere with the authority of the District to reassign or terminate an employee.

G. This Article shall not apply to employees hired on a temporary basis. A temporary employee is one who has worked less than six (6) consecutive months.
ARTICLE 20
VACATION AND HOLIDAYS

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

Monthly Accrual

<table>
<thead>
<tr>
<th>1-5 years of service</th>
<th>10 days</th>
<th>6.7 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 &quot;</td>
<td>11 &quot;</td>
<td>7.4 &quot;</td>
</tr>
<tr>
<td>7 &quot;</td>
<td>12 &quot;</td>
<td>8.0 &quot;</td>
</tr>
<tr>
<td>8 &quot;</td>
<td>13 &quot;</td>
<td>8.7 &quot;</td>
</tr>
<tr>
<td>9 &quot;</td>
<td>14 &quot;</td>
<td>9.4 &quot;</td>
</tr>
<tr>
<td>10 &quot;</td>
<td>15 &quot;</td>
<td>10.0 &quot;</td>
</tr>
<tr>
<td>11 &quot;</td>
<td>16 &quot;</td>
<td>10.7 &quot;</td>
</tr>
<tr>
<td>12 &quot;</td>
<td>17 &quot;</td>
<td>11.4 &quot;</td>
</tr>
<tr>
<td>13 &quot;</td>
<td>18 &quot;</td>
<td>12.0 &quot;</td>
</tr>
<tr>
<td>14 &quot;</td>
<td>19 &quot;</td>
<td>12.7 &quot;</td>
</tr>
<tr>
<td>15 &quot;</td>
<td>20 &quot;</td>
<td>13.4 &quot;</td>
</tr>
<tr>
<td>16 &quot;</td>
<td>21 &quot;</td>
<td>14.0 &quot;</td>
</tr>
<tr>
<td>17 &quot;</td>
<td>22 (max.)</td>
<td>14.7 &quot;</td>
</tr>
</tbody>
</table>

Employees shall accumulate vacation credits at the appropriate above monthly accrual rate following completion of each month worked. For employees with dates of hire after the first working day of a month, accrual shall begin (and/or be increased to the next step) the following month. For the purpose of this Article "month worked" shall mean on-the-job time, vacation time and authorized paid leave. New employees shall generally not be eligible to take vacation until completing one (1) year of service. Exceptions may be made upon approval of the employee's supervisor. However, at no time shall an employee take paid vacation against time not yet earned.

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

An employee who has scheduled vacation and has sustained an injury covered by Worker's Compensation and is prevented, because of such injury, from taking his/her scheduled vacation and because of
a change in the fiscal year would lose accrued vacation hours, shall be allowed to reschedule the vacation period within a reasonable time but not to exceed ninety (90) days after clearance to return to work.

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 will be converted to years of service and the employee shall commence to accrue vacation credits at the monthly rate shown above.

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

B. HOLIDAYS

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

   Labor Day
   Veterans' Day
   Thanksgiving Day
   New Year’s Day
   President's Day
   Memorial Day

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

3. Employees shall receive holiday pay provided the holiday falls on a scheduled work day of an employee and that the employee worked or was on an authorized paid leave the nearest scheduled work day immediately and following the holiday.
4. 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 therefor and provide opportunity for consultation.

5. Employees who are members of a religious faith may use the leave provisions of Article 16B.4. for participation in religious observances when such participation during the work day is required by that faith.

ARTICLE 21
COMPENSATION

A. SALARIES AND WAGES FOR 1993-94.

Salaries and wages for fiscal year July 1, 1993 through June 30, 1994 are set forth in the salary guides and appendices which are incorporated in this Agreement.

B. SALARIES AND WAGES FOR 1994-95.

Salaries and wages for fiscal year 1994-95 shall be determined pursuant to Article 22.

C. RETIREMENT PICK-UP.

The District shall continue not withholding from employees' salaries the contributions required by ORS 237.071; and shall "pick-up", assume and pay a six percent (6%) employee contribution to the Public Employees Retirement System. Such "pick-up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement.

The full amount of required employee contributions "picked-up" or paid by Portland Schools No. 1 on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 237.003 (8) for the purpose of computing an employee member's "final average salary" within the meaning of ORS 237.003(12) but shall not be considered as "salary" for the purpose of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071.
Such "pick-up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071(2) and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320. The amount of such employee contributions "picked-up" are in addition to the salaries stated in the Appendices.

D. 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.

E. 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.

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

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 June 30, 1995. Salaries and wage rates set forth in the appendices for 1993-94 shall be effective as of July 1, 1993. The parties agree to re-open negotiations with respect to salaries and wages to become effective for the fiscal year 1994-95.
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 re-open the negotiations on salaries and other economic benefits established by this Agreement. It is understood and agreed that as a result of passage of Ballot measure #5 by the voters in the November 6, 1990 general election, the District may require, by written notification to the DCU, implementation of the re-opener provisions of this Article.

C. In the event that under applicable laws, some other method of representation of some other applicable representative for the 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 NUTRITION SERVICES
1993-95

The 1993-94 wage rates for Nutrition Services shall be:

<table>
<thead>
<tr>
<th>Group</th>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Food Service Assistant</td>
<td>$6.96</td>
</tr>
<tr>
<td>B</td>
<td>Snack Bar</td>
<td>7.66</td>
</tr>
<tr>
<td>C</td>
<td>Cook, Dessert Maker</td>
<td>8.73</td>
</tr>
<tr>
<td>D</td>
<td>Lead Person</td>
<td>9.06</td>
</tr>
<tr>
<td>E</td>
<td>Coordinators</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step</td>
<td>Annual Salary</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>$ —</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>17,419</td>
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<tr>
<td></td>
<td>3</td>
<td>18,012</td>
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<td></td>
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<td>18,625</td>
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<tr>
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<td>5</td>
<td>19,261</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>19,920</td>
</tr>
<tr>
<td>F</td>
<td>Field Managers and High School Managers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step</td>
<td>Annual Salary</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>$ —</td>
</tr>
<tr>
<td></td>
<td>2</td>
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<td>5</td>
<td>20,292</td>
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<tr>
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<td>6</td>
<td>20,844</td>
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(Breakfast program incorporated in salary.)

<table>
<thead>
<tr>
<th>Group</th>
<th>Central Kitchen Managers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Step</td>
</tr>
<tr>
<td></td>
<td>1</td>
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<td></td>
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<td>4</td>
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<td>5</td>
</tr>
</tbody>
</table>
1. An employee temporarily assigned to a manager classification shall receive ninety percent (90%) of the hourly rate of the first step of that manager classification. Under no circumstances shall a person temporarily assigned to a manager classification receive a lower rate of pay than s/he would have received in his/her regular classification. After twenty (20) consecutive working days in the higher classification, the employee shall be paid the equivalent hourly rate of the beginning step for the classification in which s/he is temporarily assigned. Any certification pay will be continued. Except in an emergency, regular employees shall be temporarily assigned to work in the higher level classification before substitutes are used. Whenever the full crew is not needed at a job site, any substitute employees at that site shall be released before releasing any regular employee.

2. The salary schedules for Groups E, F and G are based on an 8-hour day and a 190-day work year.

3. The position of Catering Coordinator and Computer Coordinator shall be classified as Group E. The position of Hospitality Services Manager shall be classified as Group G.

4. Prior to the beginning of each work year, 190-day managers may elect to receive their annual salary in ten (10) or twelve (12) equal monthly payments. In the absence of a request, twelve (12) payments will be deemed to have been selected. The Method of payment selected by the manager cannot be changed during the course of the work year. In cases where payments on a 10-month basis are selected, the last payment shall be subject to three (3) months of authorized payroll deductions. Managers who start their assignment after the beginning of the work year shall receive their salary pro-rated over the remaining months in the scheduled work year.

5. An employee who has spent five (5) work years in a classification shall receive three percent (3%) of his/her base pay as longevity. After ten (10) years, the longevity shall be four percent (4%) and after fifteen (15) years, the longevity shall be five percent (5%). Time spent in a higher classification shall be counted toward longevity eligibility if the employee is reclassified to a lower classification. If the employee is returned to the higher classification, s/he shall be reinstated with any longevity previously accrued while in that classification. Longevity pay shall commence at the beginning of the payroll period following the month in which a food service employee has
completed the required time for longevity. A change in class designation or title without a substantial change in job duties shall be considered the same classification for purposes of longevity pay.

6. To be eligible for a step increase, an employee must have worked in a classification fifty percent (50%) or more of the preceding work year.

7. For the purpose of reviewing labor hour allocations, the Union shall meet twice a year (approximately October 15 and February 15) with the Director of Nutrition Services. General and specific concerns regarding labor allocations shall be addressed during these meetings. Nothing herein shall preclude an employee or the Union, on behalf of an employee, at other times, from bringing a specific urgent concern to the attention of the Director. The decision of the Director regarding labor hour allocations shall be final.

8. Nutrition Services employees who work in the summer program in a lower classification than during the regular school year shall be paid the maximum rate of the lower classification including longevity and/or certification pay for which they are eligible. Monitors shall be paid at the Group D rate. By April 1st, the administration will inform employees of the application procedures to be followed for any summer program vacancies. If the administration determines that the qualifications of two or more employees are equal, the most senior employee will be selected. By June 1st, the administration shall distribute to all worksites and to the Union a listing of those employees selected to work or be on-call for the summer program. Bargaining unit employees, who have complied with the application procedures established by the District, will be considered for summer, winter, or spring special programs prior to substitutes.

9. The District agrees to furnish and maintain aprons for all Nutrition Services employees. If the District requires chef or lab coats, it shall provide them.

10. One-hundred-ninety (190) day Nutrition Services employees who become 12-month employees will receive credit for their previous experience with the District in the computation of their rate of vacation accrual.

11. The standard day shift shall begin between 5:00 AM and 12:00 noon. Employees working eight (8) hour shifts beginning at other times shall receive an additional seven percent (7%) of their base salary.
12. Persons required to use their automobile on District business shall be reimbursed mileage for such use at a rate prescribed by the District for all employees.

13. Fees for educational classes directly related to the improvement of job skills, as approved by the Director, shall be reimbursed to the employee upon submission of evidence of satisfactory completion of said classes.

14. Persons holding American School Food Service Association certification shall receive additional compensation as follows:

**Groups A through D**

- Minimal Food Service Assistant Certificate: Fifteen Cents ($0.15) per hour

**Groups E through G**

- Minimal Manager Certification: Twenty Five Cents ($0.25) per hour

To receive the manager certification rate, an employee must be working in a manager assignment.

15. The probationary period for newly hired Nutrition Services employees will be one (1) school year. Periodic written evaluations will be done on each probationary employee. Termination of probationary employees shall not be subject to appeal except as provided by statute.

16. When a vacancy exists in a position, the District agrees to limit the employment of a substitute in this position to sixty (60) working days.

17. Should the District wish to change or add a job classification, it shall first meet with representatives of the Union for the purpose of determining the salary range.

18. There shall be a two-week trial period for an employee transferring to the Central Kitchen. During or at the end of the two-week period, the employee may elect to return to his/her previous assignment or the administration may return the employee to his/her previous assignment as long as the decision to do so is not arbitrary or capricious.
19. The District shall continue the practice of allowing Nutrition Services employees to file with the Director’s office their preference of work location assignment. Employees may file such notices of preferences at any time.

20. The Union shall appoint three (3) Nutrition Services employees as part of a Labor Management Committee to meet with the Director and/or designees for the purpose of discussing issues of concern relating to training and efficiency of operations. Employees so appointed by the Union shall consist of one (1) Food Service Assistant, one (1) Lead Person and one (1) Manager.

21. In the event multi-shifts are established within any department in the Central Kitchen, employees in that department will be given the opportunity to indicate their shift preference. Shift assignments shall be determined first by asking for volunteers to work a particular shift. If there are more volunteers than are needed, employees shall be selected based on seniority amongst the volunteers in the particular department. If there are no sufficient volunteers, then the District shall assign the least senior qualified employee in the department.

22. All middle school, high school and roving lead persons shall receive an additional Twenty Cents ($0.20) per hour. Lead persons in the Central Kitchen working early morning or late afternoon shift without direct supervision by a manager shall receive an additional Twenty Cents ($0.20) per hour. Lead persons at Beach, Boise-Eliot, King, Vernon and Woodlawn schools shall also receive an additional Twenty Cents ($0.20) per hour.

23. Effective July 1, 1993 a high school manager assigned to more than one high school shall receive an additional ten percent (10%) of the beginning pay for high school manager. Such managers shall not receive pay for more than one breakfast program.

24. While field managers and high school managers will be on the same salary schedule, they will remain different classifications for the purposes of layoffs and other seniority related benefits.

25. The position of dessert specialist in the Central Kitchen shall be classified as a lead person and the food service assistant under his/her supervision shall be classified as a dessert maker.

26. Work performed on Saturday or Sunday shall be compensated at the regular straight time rate unless such work is in excess of forty (40) hours in one work week. The provisions of Article 14A.2. and B.2 do not apply. The District shall assign this work to employees who volunteer to work on Saturdays and Sundays.
APPENDIX B
SALARY SCHEDULE FOR CUSTODIANS
1993-95

The 1993-94 wage rates for Custodians shall be:

<table>
<thead>
<tr>
<th>STEP</th>
<th>Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Probation</td>
</tr>
<tr>
<td>2</td>
<td>Helper</td>
</tr>
<tr>
<td>3</td>
<td>GSA/Relief Crew</td>
</tr>
<tr>
<td>4</td>
<td>Custodian “A”</td>
</tr>
<tr>
<td>5</td>
<td>Custodian “B”</td>
</tr>
<tr>
<td>6</td>
<td>Custodian “C”</td>
</tr>
<tr>
<td>7</td>
<td>Custodian “D”</td>
</tr>
</tbody>
</table>

$19,864
$20,986
$24,360
$25,389
$28,190
$30,947
$34,043

NOTE: Longevity will be four percent (4%) of applicable base salary rounded to the nearest dollar. Five (5) years at base salary in a classification is required before achieving longevity. Time spent in a higher classification shall be counted toward longevity. Longevity pay shall commence at the beginning of the payroll period following the month in which a custodian has completed five (5) full years in a classification.

New employees shall serve a one-year probationary period.

SALARY SCHEDULE FOR ATTENDANTS

The 1993-94 wage rates for Attendants shall be:

<table>
<thead>
<tr>
<th>STEP</th>
<th>Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>3</td>
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<td>18,937</td>
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<td>19,596</td>
</tr>
<tr>
<td>6</td>
<td>20,428</td>
</tr>
</tbody>
</table>

34
NOTE: Attendants who have been on the maximum salary step for three (3) years shall receive four percent (4%) longevity pay. Following an additional five (5) years, they shall receive an additional four percent (4%). Longevity pay shall commence at the beginning of the payroll period following the month in which an attendant has completed the required time for longevity.

1. SHIFTS

A. Shifts for head custodians shall be eight (8) hours including an on-duty lunch, and shall commence no later than 6:30 AM. Shifts for other custodians shall be eight (8) hours plus one-half (1/2) hour lunch. Shifts extending beyond 11:00 PM or beginning prior to 5:00 AM shall be eight (8) hours including lunch.

B. Each custodian shall be assigned to a shift with a regular starting and ending time. Except in cases of transfer, promotion or emergency, the beginning and ending time of a shift shall not be changed by the Administration without thirty (30) calendar days' notice to the employee.

C. The usual workweek for custodians shall be Monday through Friday. An employee's scheduled workweek shall not be changed without two (2) weeks' advance notice and shall remain so changed for at least three (3) months, unless both the employee and the department agree.

2. SPECIAL SALARY PROVISIONS

A. During the regular school year and at schools having a year round school program, a custodian employee temporarily assigned to substitute or act in a higher classification shall receive Six Dollars ($6.00) per day plus ($1.00) for each additional level. Example: A helper acting as a Custodian "A" will receive a total of Seven Dollars ($7.00) additional compensation. A H/S Assistant substituting as a H/S Head Custodian shall receive the base pay of H/S Head Custodian. Such additional compensation shall be payable as follows:

1 through 2 hours = no additional compensation
3 through 5 hours = one-half (1/2) additional compensation
6 through 8 hours = full additional compensation
A custodian substituting or acting in a higher classification for more than twenty (20) consecutive workdays shall receive the base salary for the position in which they are substituting or acting. Such pay shall commence on the twenty-first (21st) workday. In no case shall a custodian substituting or acting in a higher position be paid more than the base salary for that position.

B. (1) Operations of grounds sweeper or power mower shall receive an additional Six Dollars ($6.00) per day.

(2) Custodian in charge of the sanding and sealing crew shall receive an additional Six Dollars ($6.00) per day.

(3) Certified pool operators shall receive an additional Three Dollars ($3.00) per day on days they are responsible for pool maintenance.

(4) Relief crew will receive an additional Two Dollars and Fifty Cents ($2.50) per day for transportation and an additional Two Dollars ($2.00) for each subsequent trip per day.

(5) BESC Head Custodian shall be paid Fifteen Percent (15%) above the salary rate for high school head custodian.

(6) BESC Custodians shall be paid Nine and Three Fourths Percent (9.75%) above his/her regular salary.

(7) BESC Assistant Custodians shall be paid Nine and Three Fourths Percent (9.75%) above his/her regular salary.

(8) Inspectors of fire extinguishers shall receive an additional Ten Percent (10%) above his/her regular salary.

(9) Custodian helpers assigned responsibility for lock up at a high school shall receive an additional Two Dollars ($2.00) per day.

(10) Head Custodian (Groups A, B, C or D) assigned as instructors shall receive an additional Five Dollars ($5.00) per hour for each hour spent in classroom instruction.

(11) A custodian who is being promoted to the position of high school head custodian shall be allowed two (2) weeks orientation in the new position prior to assuming the full re-
responsibility provided that the resigning head custodian has given the District at least five (5) weeks written notice of his/her resignation. During the two-week period, the custodian being promoted shall be paid his/her regular salary plus one-half (1/2) of the difference between his salary and the base salary of a high school head custodian.

(12) Custodians assigned to floor and carpet crew or sanding and sealing crew shall receive an additional Three Dollars ($3.00) per day.

(13) No other special pay provision shall be established by the District without agreement by the Union for the rate of pay.

3. Custodians required to attend inservice classes relating to their work assignment shall be compensated at time and one-half (1-1/2) of their regular rate when such participation occurs after eight (8) hours of work in one (1) day or forty (40) hours of work in a week.

4. Inspection time is the responsibility of the Head Custodian of each building and is typically performed during inclement weather outside of regular working hours. The pay for inspection time shall be for actual time worked plus one (1) hour of straight time pay.

5. Disaster time is when, due to extraordinary circumstances, all operations of the District are closed, including the central administration offices, and all monthly and annual employees continue to receive pay. If a custodian is required to work on a disaster day, s/he shall receive straight time above and beyond his/her regular monthly pay.

6. All custodians above the classification of probation shall be evaluated annually. This does not preclude unscheduled evaluations.

7. Training coursework test results shall not be grounds for discipline.

8. In the event that an employee is scheduled for a disciplinary conference by a Supervisor or Assistant, the District shall give a minimum twenty-four (24) hours notice to the Union of such conference, unless the matter is one of unusual urgency.

9. A ten (10) hour day, four (4) hour work week schedule may be implemented upon mutual agreement of the Union and the District.
10. High School Head Custodian may select from their assigned crew the helpers to be assigned on the day shift. However, no helper may be assigned to the day shift for more than two (2) consecutive school years without administration approval.

11. **Vacation:** Employees with less than ten (1) years of service with the District must schedule their vacations during summer, winter or spring break. Employees with ten (10) or more years of service with the District may schedule up to one (1) week of vacation at some time other than summer, winter or spring break. Supervision may require that vacations be scheduled at times least disruptive to the department.

12. Upon request of the Union, the District shall provide an unpaid leave of absence not to exceed two (2) years to a custodial or cafeteria employee to serve as an officer of the Union. Time spent on such leave shall not count toward longevity pay but the employee shall retain his/her promotion eligibility seniority.

13. Employees, other than crew leaders, shall not be assigned to a special crew for more than twenty-four (24) months.

14. Part-time employees, excluding students, shall receive **Seven Dollars and Ninety Three Cents ($7.93)** per hour. Part-time employees in assignments designated by the District to be 12-month assignments shall accrue vacation credits in accordance with Article 19.A. of this collective bargaining agreement. Accrual shall be based upon the normal work schedule of the part-time employee prorated to that accrued by the full-time employee. Extra hours worked during periods schools are in recess shall not count towards vacation accrual. Accrual shall commence the beginning of the month provided the employee was in the assignment for at least half of the preceding month. A part-time employee who transfers to an assignment of less than twelve (12) months or who terminates employment shall be given vacation time off work prior to the transfer or termination or be paid for any accrued vacation. The District has no obligation to continue any part-time twelve-month assignment and there is no implied right to any part-time employee to be placed in a twelve-month assignment. The last paragraph of Article 20.A. of this Agreement shall not apply to part-time employees.

15. The District shall continue the practice of allowing full-time custodians to file with the department head their preference of work location assignment. Such employees may inquire as to the status of their transfer requests.
16. The District will provide training for head custodians assigned to buildings in which the Energy Management System has been implemented. Additional or remedial training will be provided to any custodian experiencing difficulty in managing the system prior to any disciplinary action.

APPENDIX C
WAREHOUSEMAN AND TRUCK DRIVERS
1993-95

The 1993-94 wage rate for Warehousemen and Truck Drivers shall be::

<table>
<thead>
<tr>
<th>Hourly Rate</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck Driver/Warehousemen</td>
<td>$16.22</td>
</tr>
</tbody>
</table>

1. New hires shall be at ninety percent (90%) of the above applicable rates. Following six (6) consecutive calendar months of employment, their wage shall be adjusted to one hundred percent (100%).

2. Rates for leadman and foreman when assigned by the District will be as follows:

<table>
<thead>
<tr>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leadman</td>
</tr>
<tr>
<td>Truck Driver/Warehouseman</td>
</tr>
<tr>
<td>rate plus three percent (3%)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
</tr>
<tr>
<td>Truck Driver/Warehouseman</td>
</tr>
<tr>
<td>rate plus ten percent (10%)</td>
</tr>
</tbody>
</table>

3. A warehouseman 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 Twenty Five Dollars ($525) per year.

4. An employee substituting in or temporarily assigned to a higher classification for two (2) hours or more shall be paid at the rate of the higher classification.

5. Present employees will be given the opportunity to apply for vacancies in the department to which they are assigned. The most senior employee who meets the qualifications for the position will be assigned to the vacancy. Employees in other departments so requesting will be interviewed and considered to fill vacancies prior to con-
sidering outside applicants. The District reserves the right to appoint to Lead and Foreman positions.

6. Except in an emergency, twenty four (24) hours advanced notice shall be given for any required overtime. Employees shall be given the opportunity to sign up for scheduled overtime. Such work shall then be assigned to the most senior worker(s) who signed up providing they are qualified. If no worker signed up, the work shall be assigned to the worker with the least seniority who is qualified.

7. The standard workday for Educational Media Driver is 7:15 a.m. to 3:45 p.m., including a one-half (1/2) hour unpaid lunch break. The District may modify the schedule as may be necessary to meet special operational needs.

8. Seniority shall be based on length of time employed by the District as a driver and/or warehouseman under this Appendix within each department. Department seniority lists in effect on the date of the ratification of this Agreement shall become each department's seniority list. In the event of a layoff, the District will release personnel from the department in which the layoff is to occur in the inverse order of their seniority within that department. When filling a regular vacancy, the District will recall by seniority within the department. "Departments" are Central Warehouse, Educational Media, Nutrition Services and Maintenance. Employees laid off from other departments shall be interviewed and considered prior to considering outside applicants. Laid off employees shall have the right to refuse work of less than thirty (30) days duration without affecting his/her rights of recall provided under Article 19 and this appendix. A foreman shall be considered as a separate classification provided s/he has been in a foreman assignment for a minimum of one (1) year.

9. When the District has twenty-four (24) hours advance notice of available work, meaning at least one (1) eight-hour shift, the District shall make a good faith effort to contact the most senior employee on the department's recall list for such available work.

10. Employees hired to temporarily replace regular employees on approved leaves of absence or on-the-job injury shall be considered temporary during the first sixty (60) days of employment within the department. Such employees shall be entitled to all benefits provided by this Agreement with exception of Articles 16 (Leaves), 17 (Insurance), 19 (Reduction of Staff), and 20 (Vacation and Holidays).
11. 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.

12. The District shall inform Teamsters Local #206 of any new hires.

APPENDIX D

SALARY SCHEDULE FOR COMMUNITY AGENTS
1993-95

The 1993-94 wage rates for Community Agents shall be:

<table>
<thead>
<tr>
<th>STEP</th>
<th>Hourly Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>6</td>
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<tr>
<td>7</td>
<td>12.63</td>
</tr>
<tr>
<td>8</td>
<td>12.94</td>
</tr>
<tr>
<td>LG</td>
<td>13.46</td>
</tr>
</tbody>
</table>

After three (3) years at the maximum step, and employee shall receive an additional four percent (4%) of his/her base salary as longevity pay.

1. Work year for Community Agents shall be 190 days. Community Agents shall be placed on the 1993-94 schedule at the same step as occupied during the previous year. Community Agents who complete fifteen (15) hours off-duty of related inservice training shall receive an additional Two Hundred Fifty Dollars ($250) above their annual salary. Verification of the completion of such inservice training must be on file with Personnel Department. In order to receive a salary adjustment retroactive to the beginning of the current school year, a Community Agent must, by October 31st, provide the Personnel Department with proof of the inservice training taken. Adjustments based upon proof received after October 31st will be made
effective the second month following the month the proof was re-
ceived by the Personnel Department.

2. Community Agents, with approval of their supervisors, may arrange
their daily work schedules so that time required for designated evening
duties, such as home visitations, and other community related activi-
ties, fall within the regular eight (8) hour workday.

3. Community Agents shall be entitled to two (2) professional leave days
per year. Such days may be used only for attendance at confer-
ences, workshops, seminars, etc., which are directly related to the
employee's assignment with the District. Such leave must be ap-
proved by the employee's supervisor.

4. The District shall add Two Thousand Dollars ($2,000) per year to the
Career Development Fund established by Article 14 of the Agree-
ment with Portland Federation of Teachers and Classified Employ-
ees. Community Agents may then participate in such fund up to the
$2,000 limit. Except for tuition, the District shall make direct pay-
ment, if agreeable by the provider, following receipt of attendance
confirmation.

5. In the absence of specific program or skill requirements, any reduc-
tion in work hours shall be done based upon seniority.

6. Community Agents may file annually with their supervisors and the
Personnel Department their preference for transfer. In the event a
vacancy occurs, Community Agents who have submitted transfer re-
quests shall be interviewed by the appropriate administrator prior to
considering new applicants. Vacant Community Agent positions ex-
pected to continue for more than six (6) months shall be posted for
the purpose of providing opportunity to existing employees to make
application for such positions. Such positions shall be posted for five
(5) workdays providing that the delivery of services would not be
substantially disrupted by the delay caused by the posting. Employ-
ees wishing to make application for a posted position shall do so by
notifying the Personnel Department in writing. Such employees shall
be considered first.

7. The District shall pay the full cost of tuition fees and supplies for any
class, workshop or seminar for which an employee is directed to
attend. If such attendance is required outside the employee's work
year, employees shall be paid at his/her hourly rate or given the
equivalent compensatory time off.
8. New employees shall be given a copy of the District's job description. Other employees will also receive a copy of their job description upon request made to the Personnel Department. Upon request by a Community Agent, the Supervisor shall provide and review with the employee a written "position guide" outlining the specific duties and responsibilities of the employee's work assignment. A copy of such position guide shall be placed in the employee's official personnel file.

9. Community Agents may participate by contributing up to twenty (20) hours per year in the Sick Leave Bank as provided in Article 21.A.7. of the 1993-95 Agreement between the District and the Portland Federation of Teachers and Classified Employees.

APPENDIX E

SALARY SCHEDULE FOR CAMPUS MONITORS
1993-95

The 1993-94 wage rates for Campus Monitors shall be:

<table>
<thead>
<tr>
<th>STEP</th>
<th>Hourly Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$10.71</td>
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<td>11.03</td>
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<td>11.99</td>
</tr>
<tr>
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<td>7</td>
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<tr>
<td>8</td>
<td>12.94</td>
</tr>
<tr>
<td>LG</td>
<td>13.46</td>
</tr>
</tbody>
</table>

After three (3) years at the maximum step, an employee shall receive an additional four percent (4%) of his/her base salary as longevity pay.

1. Work year for Campus Monitors shall be 190 days. Campus Monitors shall be placed on the 1993-94 schedule at the same step as occupied during the previous year. Campus Monitors who complete fifteen (15) hours off-duty of related inservice training shall receive an additional Two Hundred Fifty Dollars ($250) above their annual salary. Verification of the completion of such inservice training must be on file with the Personnel Department. In order to receive a sal-
ary adjustment retroactive to the beginning of the current school year, a Campus Monitor must, by October 31st, provide the Personnel Department with proof of the inservice training taken. Adjustments based upon proof received after October 31st will be made effective the second month following the month the proof was received by the Personnel Department.

2. Campus Monitors, with approval of their supervisors, may arrange their daily schedules so that time required for designated evening duties, such as home visitations and other community related activities, falls within the regular eight (8) hour workday. Campus Monitors will be provided with the necessary equipment as required by the supervisor to perform their duties and responsibilities.

3. Campus Monitors shall be entitled to two (2) professional leave days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leaves must be approved by the employee's supervisor.

4. Campus Monitors may participate in the Career Development Fund as set forth in Paragraph 4 of Appendix D of this Agreement.

5. In the absence of specific program or skill requirements, any reduction in work hours shall be done based upon seniority.

6. Campus Monitors may file annually with their supervisors and the Personnel Department their preference for transfer. In the event a vacancy occurs, Campus Monitors who have submitted transfer requests shall be interviewed by the appropriate administrator prior to considering new applicants. Campus Monitor positions expected to continue for more than six (6) months shall be posted for the purpose of providing opportunity to existing employees to make application for such positions. Such positions shall be posted for five (5) workdays providing that the delivery of services would not be substantially disrupted by the delay caused by the posting. Employees wishing to make application for a posted position shall do so by notifying the Personnel Department in writing. Such employees shall be considered first.

7. The District shall pay the full cost of tuition fees and supplies for any class, workshop or seminar for which an employee is directed to attend. If such attendance is required outside the employee's work year, employees shall be paid at his/her hourly rate or given the equivalent compensatory time off.

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8. The District shall provide inservice training for Campus Monitors. A Joint Labor/Management Committee will be established to facilitate the development and implementation of such program.

9. A Campus Monitor may attend a workshop, conference or seminar related to his/her work assignment during his/her regular work hours provided the following conditions are met:
   a. Approval of Supervisor;
   b. Coverage of work assignment without additional cost being incurred; and
   c. Documentation provided to validate attendance.

10. New employees shall be given a copy of the District's job description. Other employees will also receive a copy of their job description upon request made to the Personnel Department.

11. Campus Monitors may participate by contributing up to ten (10) hours per year in the Sick Leave Bank as provided in Article 21.A.7. of the 1993-95 Agreement between the District and the Portland Federation of Teachers and Classified Employees.

APPENDIX F
PHYSICAL AND OCCUPATIONAL THERAPISTS
1993-95

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

1. The workday for Physical and Occupational Therapists shall be eight (8) hours including a minimum of thirty (30) minutes duty-free lunch.

2. Physical and Occupational Therapists shall receive credit on the salary schedule for completed college and university coursework or inservice classes related to their assignment. Such credit shall be awarded on the same basis as granted to teachers. Attendance at approved inservice classes, workshops, and seminars will be credited at one (1) credit hour for each eleven (11) hours of actual attendance. Only work taken during off-duty times shall be applicable for salary credit.
3. The District shall reimburse Physical and Occupational Therapists for tuition cost for up to six (6) non-cumulative hours in a 12-month period for which graduate credit is granted by a college or university. Reimbursement will be for actual cost of tuition but not to exceed the tuition rate for graduate courses at Portland State University. Evidence of a passing grade must be provided to the District in order to receive reimbursement. In the event that appropriate coursework is not available through a graduate/under-graduate program, these funds may be utilized for tuition, registration, or enrollment fees for seminars, workshops, or other related professional conferences if approved by the supervisor. Except for tuition, the District shall make direct payment, if agreeable by the provider, following receipt of attendance confirmation.

4. Physical and Occupational Therapists shall be entitled to two (2) professional leave days and may accumulate up to four (4) such days. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved by the employee's supervisor.

5. Physical and Occupational Therapists shall be eligible to apply for sabbatical leave. Requirements and guidelines shall be the same as those applicable to teachers. The number of leaves granted shall not be more than one (1) per school year. A sabbatical leave committee comprised of three (3) appointees by the DCU or appropriate affiliated union thereof shall review the leave applications and make recommendations to the Superintendent. A designee of the Superintendent shall serve as an ex-officio member of the committee. The Superintendent shall exercise his discretion regarding whether or not to recommend approval of the leave to the Board.

6. A Professional Improvement Fund in the amount of Three Thousand Dollars ($3,000) shall be established. This fund shall be available to Physical and Occupational Therapists for the purpose of attending conferences, seminars, and workshops related to the employee's work assignment. Tuition, registration or enrollment fees may be reimbursed as per paragraph 3 above. The group may submit its recommendations as to how the funds shall be distributed among the employees. Use of funds must have prior approval by the District.

7. Upon request, Physical and Occupational Therapists shall be provided a written position guide setting forth the basic responsibilities for the assignment.
8. Physical and Occupational Therapists may file annually with their supervisor and with the Personnel Department their preference for transfer, including change in job classification. In the event a vacancy occurs, such transfer request shall be considered by the District prior to considering new applicants. Physical and Occupational Therapists should be notified of vacancies for the purpose of providing opportunity to existing employees to apply. Such application shall be made in writing to the supervisor and be considered prior to new applicants.

9. Prior to the end of the school year, the District shall provide Physical and Occupational Therapists with the opportunity to consult with the administration regarding assignments for the subsequent year. Prior to a substantial modification of an assignment, i.e., relocation, the administration shall meet with the affected employee(s) to discuss the modification. In the case of involuntary transfer, absent specific program or skill requirements, the least senior employee shall be transferred. Upon request of an employee, the supervisor shall meet and consult regarding case load and/or course load assignments.

10. The District shall monitor case loads in order to meet service requirements as determined by the District. Individual case loads may vary according to the following:

   a. the degree and type of dysfunction of students served;
   b. travel required and space availability;
   c. number of assessments required as part of the multidisciplinary team;
   d. amount of time spent providing consultation and inservice training to parents and staff members;
   e. other required duties including, but not limited to:
      (1) designing, fabricating and/or order adaptive equipment;
      (2) parent and community contact; and
      (3) documentation as required.

11. Physical and Occupational Therapists are excluded from the overtime provisions of Article 14 of this Agreement. However, with the approval of their supervisors, employees may arrange their daily schedules so that time required outside of normal business hours, such as evening or weekend meetings with parents and students, falls as nearly as possible within a regular eight (8) hour workday or forty (40) hour work week.
12. Early retirement incentive payments provided teachers by the District shall also be provided to Physical and Occupational Therapists.

13. Physical and Occupational Therapists may participate in the Sick Leave Bank as provided in Article 21.A.7. of the 1993-95 Agreement between the District and the Portland Federation of Teachers and Classified Employees. Physical and Occupational Therapists may voluntarily contribute up to twenty (20) hours per year.

APPENDIX G

SALARY SCHEDULE FOR NON-CERTIFIED DRIVER EDUCATION INSTRUCTORS

1993-95

The 1993-94 wage rates for Driver Education Instructors shall be:

<table>
<thead>
<tr>
<th>STEP</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$11.59</td>
</tr>
<tr>
<td>2</td>
<td>$13.12</td>
</tr>
</tbody>
</table>

Lead Driver: 5% above Step $13.78

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

Contract Exceptions


2. Article 11 (Discipline, Demotion and Dismissal) shall not apply to disciplinary action for cause related to other District employment when cause for such action also substantially relates to employment as a Driver Education Instructor.

3. The provisions of Article 14, Overtime and Call Back, shall not apply.

4. The provisions of Article 15, Lunch and Rest Periods, shall not apply.
5. The provisions of Article 16, Leaves, shall not apply except that an unpaid medical leave of absence for up to six (6) months shall be granted to an employee who is disabled.

6. The provisions of Article 17, Insurance, shall not apply.

7. The right to recall under Article 19.(D). shall be reduced from three (3) years to eighteen (18) months.

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

9. The provisions of Article 20, Vacations and Holidays, shall not apply.

Assignments - Subject to reasonable program requirements, full-time session assignments (normally eight (8) students of the equivalent) shall be made by seniority wherever possible.

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

Unpaid Leave - Unpaid leaves of absence, except those for medical reasons, shall be granted based on seniority and staffing needs.

Summer Employment - Opportunity for summer employment will be offered to instructors based upon seniority provided they are qualified. If an insufficient number of drivers sign up for summer work, assignment shall be made by the District commencing with the least senior drivers. If a driver so assigned chooses not to work during the summer, the driver shall not be entitled to exercise seniority for assignment in the next session.
APPENDIX H
SALARY SCHEDULE FOR BUS DRIVERS
1993-95

The 1993-94 wage rates for Bus Drivers shall be:

<table>
<thead>
<tr>
<th>STEP</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>80% of base rate</td>
</tr>
<tr>
<td>2</td>
<td>85% &quot; &quot; &quot;</td>
</tr>
<tr>
<td>3</td>
<td>90% &quot; &quot; &quot;</td>
</tr>
<tr>
<td>4</td>
<td>95% &quot; &quot; &quot;</td>
</tr>
<tr>
<td>5</td>
<td>100% &quot; &quot; &quot;</td>
</tr>
</tbody>
</table>

1. Drivers who complete five (5) years of service as a Bus Driver with the District shall receive longevity pay. Such pay shall be four percent (4%) of the above base rate and shall become effective the month following completion of five (5) years of service. An additional four percent (4%) above the base rate shall become effective the month following completion of ten (10) years of service. Effective July 1, 1994, an additional Five Cents ($0.05) per hour will be added to the four percent (4%) longevity pay with ten years of service.

2. Trainees shall receive the state or federal minimum wage, whichever is highest, while in training. Trainees shall not be entitled to other benefits provided by this Agreement. Upon satisfactory completion of training and eligibility requirements and assignment as a Bus Driver, they shall be placed at eighty percent (80%) of base rate.

3. Newly employed drivers who have had immediate past experience as a school bus driver outside the District shall be given one (1) step credit for each two (2) years of experience except that none shall be placed higher than ninety percent (90%) of base rate.

4. A driver assigned as a driver/trainer, driver/dispatcher, or radio operator shall receive an additional Ninety Five Cents ($0.95) above his/her hourly rate:

5. A driver shall receive two and one-fourth (2-1/4) hours of pay from time of reporting to duty and shall be obligated to perform two and one-fourth (2-1/4) hours of work or extension thereof necessary to complete movement assignment.
6. Each driver who works more than four (4) hours per day on a continued movement shall be entitled to a minimum of one-half (1/2) hour duty-free lunch period without pay. When a driver's assignment precludes a duty-free lunch period (1/2), the driver shall be paid for such period.

7. Overtime pay will be paid in accordance with Article 14 of this Agreement. Overtime rate of pay shall be paid after eight (8) hours of actual work in a day or forty (40) hours in a week.

8. Drivers required to attend inservice training during the course of the school year on days that they otherwise would not be working, shall receive not less than four (4) hours pay at their regular rate. The District agrees to consolidate such training into as few days as possible and shall make a reasonable effort to have the August inservice day and bid day occur on two (2) consecutive days.

9. In the event of nonscheduled early dismissal, drivers on duty who report back to work shall receive not less than their regular setup time or actual time worked, whichever is greater. In the event of an unscheduled two-hour late start due to weather, drivers are to report one and one-half (1-1/2) hours later than regular report time. In the event of a scheduled two-hour late opening, drivers are to report two (2) hours later than regular report time.

10. ON-DUTY TIME shall be defined as:

Report to work until return to base station or parkout after completion of assigned movement. Drivers shall be paid no less than two and one-fourth (2-1/4) hours pay for each movement. However, a driver is subject to assignment of work by the District during the entire two and one-fourth (2-1/4) hour period.

OFF-DUTY TIME shall be defined as:

Any time that a driver is at the base station or parkout for more than one-half (1/2) hour between movements. If there are thirty (30) minutes or more between bus movements, the driver will receive the two and one-fourth (2-1/4) hour guarantee for each bus movement.

A BUS MOVEMENT shall be defined as:

Driver and vehicle leaving base station or parkout to pick up one or more places and return to base station or parkout after completion of the assigned route.
LAYOVER shall be defined as:

A driver assignment at District request, where the driver remains with the bus and is paid for the extra time in excess of two and one-fourth (2-1/4) hours.

PARKOUT shall be defined as:

A driver assignment initiated by driver request and approved by the District, where the driver does not necessarily remain with the bus at a District approved facility. The driver will not have such time deducted from the two and one-fourth (2-1/4) hours guarantee or setup time.

11. The term “seniority” in this Appendix shall mean length of service as a Bus Driver with the District.

12. A. Drivers will be given the opportunity to bid on routes prior to the beginning of the school year. Thereafter, any additional work shall be posted and bid separately providing it does not conflict with the driver’s existing routes. Another opportunity to bid shall occur in June for summer work.

B. Any separate noon route which is created after initial bidding and is not tied-in with an AM/PM route shall be posted for bid and, subject to Paragraph 12H., awarded to the most senior driver. Noon routes which are combined with other routes at the completion of the initial bid shall remain combined for the school year.

C. The District shall post position route schedules and descriptions, standby locations, responsibility and any special qualifications required, and seniority lists. Such posting shall be for a period of not less than three (3) days at each parking location. Drivers shall then be assigned routes based on seniority. If they are not bid during this time, the route will be assigned by the District.

D. Bidding will be conducted by seniority. Drivers may bid by written proxy only at the beginning of the school year. Verbal proxies are not permitted. Drivers who do not bid will be assigned whatever rout or work is still available after all other drivers have bid. No driver shall be allowed to bid until completion of the District training requirements for the coming school year. Such drivers will be subject for assignment after completion of the required training.
E. When a route becomes vacant or a new route is created after initial bidding, the schedule and description of that route shall be posted and will be bid in three (3) parts as follows:

Bid #1: New or vacated route (seniority prevails).

Bid #2: Route which has become vacated by driver who successfully bid on new route (#1), will be bid (seniority prevails).

Bid #3: Final bid on route (#2) that is vacated by #2 bid (seniority prevails). The remaining route will then be assigned by the Operations Managers.

F. Routes which become temporarily vacant shall be posted if it is anticipated that the vacancy will exist for more than two (2) weeks. In such case, the route shall be assigned to the successful bidder within one (1) week.

G. The District shall endeavor to increase assignment of noon routes to District drivers providing it determines operation efficiency will not be adversely affected.

H. Following the initial bidding and route assignment at the beginning of the school year, no driver shall be eligible to bid on a subsequent route posting unless it would result in additional paid hours for the driver.

I. Set-up times for routes shall be reviewed following the last week of September and adjustments made where appropriate.

13. Notices for vacancies which represent promotional opportunities for drivers, that is, driver/trainer, driver/dispatcher, driver/radio operator, shall be posted for a minimum of three (3) days. The District may fill the position on an emergency basis (not to exceed one (1) week) without posting.

14. In the event a route schedule is changed which reduces the number of hours of work for a driver, any reduction in hours of pay shall not be effective for two (2) weeks. Layoff shall be conducted in accordance with Article 19 of this Agreement.

15. Special trip assignments for activities such as field trips, athletic events, etc., shall be rotated through the seniority list provided experience and qualifications are considered to be equal by the District.
16. In the event of an accident or incident, the District shall notify the driver in writing of its determination within seven (7) days.

17. If a driver is required to appear before any accident review of the District, the driver shall be entitled to have a union representative present. The unavailability of a union representative shall not delay any review beyond five (5) working days.

18. A. If the administration determines than an accident was preventable, the driver shall have the right to appeal that decision within thirty (30) calendar days of such determination. The driver shall be entitled to have a union representative present at all hearings.

B. Within ten (10) working days following receipt by the District of written notification of appeal from the driver, an Accident Appeals Board shall be convened. Timelines may be extended by written mutual agreement.

C. The Accident Appeals Board shall consist of the District's Safety Officer, who shall serve as chairperson, a representative from the District's School Police Department, and the District's Coordinator of Driver Education. The chairperson shall not vote except to break a tie between the other members of the Appeals Board.

19. Reportable Accident Guidelines

Any accident involving a school bus and/or another object (fixed or moving) must be reported to the Safety/Training Officer. Any accident between Fifty Dollars ($50.00) (DOE) and a maximum of One Hundred Dollars ($100.00) (PPS) will be counted officially but not reported against the driver's record by the District. Any accident below Fifty dollars ($50.00) will not be counted officially nor reported against the driver's record. If total damage in an accident is more than One Hundred Dollars ($100.00), the District shall make a reasonable attempt to get more than one estimate. In computing the estimated cost, the actual time worked and the actual materials used shall be used in any computation. These guidelines may be adjusted to reflect any modifications of state regulations.

20. Chargeable Accident Guidelines

Any accident occurring inside/outside the bus where a student or person is injured, must be reported immediately to the principal or
teachers upon arrival at the receiving school and the Safety/Training Officer. In addition, an Accident/Injury report must be completed by the driver and submitted to the Safety/Training Officer.

A driver may be suspended or terminated at any time for gross negligence which results in physical injury or significant property damage or for a driving record for the preceding 36 months that has an accumulation of 31 or more points based upon the point system described below. A suspension or dismissal for gross negligence may be appealed through the grievance procedure set forth in the DCU Agreement.

A. Each chargeable accident shall have a value of ten (10) points. A chargeable accident is one that has been determined to be preventable based on the National Safety Council's Defensive Driving Standards.

B. One (1) point shall be subtracted from the total number of points for each full month, since the last chargeable accident, to the time of driving record check. However, should a subsequent chargeable accident occur, these points will be added back to a maximum of thirty-six (36) months.

C. When a total of ten (10) points has been accumulated, a warning letter shall be placed in the driver's file.

D. When a total of twenty (20) points has been accumulated, a one-day suspension shall be imposed.

E. When a total of thirty (30) points has been accumulated, a ten-day suspension shall be imposed.

F. When a total of thirty-one (31) points has been accumulated, the driver shall be subject to termination.

21. In the absence of evidence of carelessness, no bus driver shall be charged with a chargeable/preventable accident while driving a District's vehicle during snow and ice conditions. Any such alleged evidence of carelessness shall be reviewed with the Union representative prior to any formal charge by the District against the driver.

22. Drivers must attend required safety/training classes and maintain District certification as a condition of continued employment. Drivers will be paid at their regular hourly rate for time spent training.
23. A driver who reports a suspected unsafe condition of a vehicle or roadway and who is instructed by the Operations Manager, or designee, to continue to operate that vehicle shall be not charged with a preventable accident if the accident is a result of the conditions reported.

24. Upon employment or re-employment, a driver shall be given a copy of the School Bus Drivers' Handbook, the current collective bargaining agreement, and, if available, the Oregon Pupil Transportation Manual.

25. Discipline for Poor Attendance and Tardiness

A driver will be considered late for work if s/he checks in later than his/her established time. Drivers who have known absences on their routes and wish to check in at a later time than usual must be authorized by driver/dispatcher in order to do so.

If a driver reports to work so late that his/her route has already been dispatched, it will be up to the discretion of the supervisor as to whether or not that driver will check in and go on duty. If a supervisor has not arrived at work yet, that driver will check in and wait for the supervisor's arrival.

If the supervisor determines that a driver shall check in or remain on duty, then that driver shall receive pay only for the actual time on duty, regardless of any guarantee.

Driver will not receive a "late report" if a genuine emergency occurred over which they have not control. (This does not include car trouble.) Final determination of whether an incident is an emergency will rest with supervisory staff.

Verification of Absence:

All drivers shall be required to initial their record of absence/tardiness upon return to work.

A. No Call, No Show for Assigned Work

1st occurrence - one (1) day suspension without pay
2nd occurrence - five (5) days suspension without pay
3rd occurrence - termination

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B. **Late Report, Unable to Take Scheduled Bus Run (Over 15 minutes)**

1st occurrence - written warning
2nd occurrence - one (1) day suspension without pay
3rd occurrence - three (3) days suspension without pay
4th occurrence - ten (10) days suspension without pay
5th occurrence - termination

C. **Late Report, But Able to Take Scheduled Bus Run (Under 15 minutes)**

2nd occurrence - written warning
3rd occurrence - one (1) day suspension without pay
4th occurrence - three (3) days suspension without pay
5th occurrence - ten (10) days suspension without pay
6th occurrence - termination

After a written warning, excluding infraction under A. above, the driver shall receive a one (1) day suspension without pay, upon the next infraction. After three (3) suspensions, the driver shall be terminated upon the next infraction. Extraordinary extenuating circumstances will be considered by supervision in administering discipline.

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

26. The District shall reimburse drivers for the cost of testing and fees for initially obtaining a Commercial Driver's License certificate. The District shall pay such costs for newly hired drivers. In no case shall the District pay for more than one test.

27. If a driver's work hours reach thirty (30) hours or more per week for a period of sixty (60) days as a result of being assigned added work hours in the office, the driver shall qualify for full District contributions for medical insurance for at least the next calendar month.

28. A bus fueler shall be paid on the bus drivers' salary schedule. A bus washer shall receive Seven Dollars and Fifty-six Cents ($7.56) per hour for 1993-94. The District shall provide to the bus fueler and bus washer up to two (2) sets of rain gear per year.
APPENDIX I
SALARY SCHEDULE FOR BUS MECHANICS
1993-94

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>$18.05</td>
</tr>
<tr>
<td>Foreman</td>
<td>19.86</td>
</tr>
<tr>
<td>Serviceman</td>
<td>13.81</td>
</tr>
</tbody>
</table>

APPENDIX J
SALARY SCHEDULE FOR RADIO STATION KBPS
1993-95

The 1993-94 wage rates for employees at Radio Station KBPS shall be:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Production Assistant</td>
<td>$14.15</td>
</tr>
<tr>
<td>Technical Assistant</td>
<td>15.73</td>
</tr>
<tr>
<td>Production Manager</td>
<td>17.87</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>17.87</td>
</tr>
<tr>
<td>Chief Engineer</td>
<td>19.66</td>
</tr>
</tbody>
</table>

1. PROGRESSION

Production and Technical Assistant classifications are considered as “journeymen 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 the Union.
2. NEW HIRES

Newly hired employees within the Production and Technical Assistant classifications shall be placed in the progression schedule based upon their experience and qualifications as determined by the District.

3. 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

Selection of personnel for Production Manager, Assistant Engineer and Chief Engineer shall be at the discretion of the District. However, should a vacancy occur, current employees meeting the minimum qualifications of the vacancy will be considered.

4. STUDENT INTERNS

Nothing herein shall preclude the District from continuing the practice of employing student interns. However, student interns shall not be used to displace or reduce work opportunities of bargaining unit employees.

APPENDIX K
SALARY SCHEDULE FOR TELEVISION SERVICES 1993-95

The 1993-94 wage rates for employees at Television Services shall be:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Production Assistant</td>
<td>$14.15</td>
</tr>
<tr>
<td>Videographer</td>
<td>$15.73</td>
</tr>
<tr>
<td>TV Technician</td>
<td>$16.58</td>
</tr>
<tr>
<td>Production Manager</td>
<td>$17.87</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>$17.87</td>
</tr>
<tr>
<td>Chief Engineer</td>
<td>$19.66</td>
</tr>
</tbody>
</table>
1. PROGRESSION

Production Assistant, Videographer 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 the Union.

2. NEW HIRES

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

3. 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

Selection of personnel for production Manager, Assistant Engineer and Chief Engineer shall be at the discretion of the District.

APPENDIX L

SALARY SCHEDULE FOR MAINTENANCE WORKERS
1993-95

Hourly wages for Maintenance Workers for 1993-94 shall be as follows:
### Hourly Rate

<table>
<thead>
<tr>
<th>Craft</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>$14.35</td>
</tr>
<tr>
<td>Painter</td>
<td>15.25 (+ $1 for Spray)</td>
</tr>
<tr>
<td>Roofer</td>
<td>16.33</td>
</tr>
<tr>
<td>Carpet and Linoleum Layer</td>
<td>16.15</td>
</tr>
<tr>
<td>Carpenter</td>
<td>18.15</td>
</tr>
<tr>
<td>Cement Mason</td>
<td>16.80</td>
</tr>
<tr>
<td>Glazier</td>
<td>18.42</td>
</tr>
<tr>
<td>Plasterer</td>
<td>17.04</td>
</tr>
<tr>
<td>Tile Setter</td>
<td>17.50</td>
</tr>
<tr>
<td>Brick Mason</td>
<td>18.50</td>
</tr>
<tr>
<td>Sheet Metal Worker</td>
<td>19.85</td>
</tr>
<tr>
<td>Electrician</td>
<td>20.75</td>
</tr>
<tr>
<td>Plumber</td>
<td>21.00</td>
</tr>
<tr>
<td>Steamfitter</td>
<td>21.00</td>
</tr>
</tbody>
</table>

**OTHERS**

<table>
<thead>
<tr>
<th>Craft</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mason Tender</td>
<td>Same as Laborer</td>
</tr>
<tr>
<td>Plumber's Helper</td>
<td>&quot;</td>
</tr>
<tr>
<td>Motor Winder</td>
<td>78% of Electrician</td>
</tr>
<tr>
<td>Electronic Technician</td>
<td>84% &quot;</td>
</tr>
<tr>
<td>Vehicle Mechanic</td>
<td>87% &quot;</td>
</tr>
<tr>
<td>Machinist</td>
<td>88% &quot;</td>
</tr>
<tr>
<td>Machinist Helper</td>
<td>86.5% of Machinist</td>
</tr>
</tbody>
</table>

1. **1993-94 WAGE RATES**

Wages shall be determined with consideration to the prevailing rates as published by the Oregon Bureau of Labor and Industries (BOLI). If this consideration would result in a reduction in wage rates in any craft, such rates will be frozen for that year. It is the specific goal and intent of the parties that maintenance rates be established at or near ninety percent (90%) of the BOLI prevailing rates.

2. Rates for leadman, foreman, general foreman and assistant foreman when assigned by the District will be as follows:

<table>
<thead>
<tr>
<th>Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leadman</td>
<td>Journeyman rate plus 3%</td>
</tr>
<tr>
<td>Assistant Foreman</td>
<td>Journeyman rate plus 6.5%</td>
</tr>
<tr>
<td>Foreman</td>
<td>Journeyman rate plus 10%</td>
</tr>
<tr>
<td>General Foreman</td>
<td>Journeyman rate plus 15%</td>
</tr>
</tbody>
</table>
3. Workers performing work in a higher paid classification shall receive four (4) hours minimum pay for four (4) or less hours of work in the higher classification, or eight (8) hours of over four (4) hours of either a continual or accumulated actual time in the higher classification.

4. A. Eight (8) hours shall constitute a standard workday. Five (5) days, Monday to Friday, shall constitute a standard workweek.

B. The standard workdays shall be eight (8) consecutive hours set by the employer between the hours of 6:00 a.m. and 5:00 p.m. with a minimum thirty (30) minutes unpaid lunch break. Standard shifts starting times may be changed upon thirty (30) days notice.

C. When so selected by the employer, a second, or "swing" shift may be established provided employees are given one week's notice of shift changes, unless the affected employees and the Union agree to waive such notice.

D. The standard second or "swing" shift shall be eight (8) consecutive hours between the hours of 12:00 noon and 12 midnight. Workers on the second or "swing" shift shall receive eight (8) hours pay at the regular rate plus One Dollar ($1.00) an hour for eight (8) hours work which shall include a thirty (30) minute employer-paid lunch period.

E. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay, except for Sundays and holidays which shall be paid double the regular rate.

F. It is recognized by the parties that productivity and attendance are related issues and, therefore, have a joint interest in cooperating to improve both.

5. Wages rates for the following positions shall be established as a percentage of the journeyman carpenter's wage rate paid by the District:

<table>
<thead>
<tr>
<th>Position</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Equipment Repairman</td>
<td>100%</td>
</tr>
<tr>
<td>Assistant Athletic Equipment</td>
<td>55% first year</td>
</tr>
<tr>
<td>Repairman</td>
<td>65% second year</td>
</tr>
<tr>
<td></td>
<td>75% third year</td>
</tr>
<tr>
<td></td>
<td>80% fourth year (maximum)</td>
</tr>
</tbody>
</table>
Power Sewing Machine Operator = 55% first year
= 65% second year (maximum)
Mat Maker = 75% (maximum)

TRAINING PROGRAM

1. The DCU through its affiliated unions will cooperate with the administration of the District in developing and engaging in an instructional program designed to enable custodians and assistant custodians to perform limited daily routine maintenance functions on an emergency basis only.

2. The DCU through its affiliated unions will cooperate with the administration of the District in developing an apprenticeship program for maintenance employees. 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.

3. One-half (1/2) of the time an apprentice is employed shall be counted toward seniority when the apprentice reaches journeyman classification.

VACATIONS AND HOLIDAYS

1. Article 20 (Vacations and Holidays) shall apply to maintenance workers. However, employees hired on a temporary basis will not accrue vacation credit. If such employee remains employed for a sufficient length of time to be removed from temporary status, vacation credit will be given retroactive to the beginning of employment.

2. All requests for vacation must be made two (2) weeks in advance of the first vacation day and are to be submitted through the foreman for approval by the Supervisor of Maintenance. The supervisor may require that vacations be scheduled at a time least disruptive to the department to which the employee is assigned.

OPTIONAL 10-HOUR DAY, 4-DAY WORK WEEK

The District may find it desirable to effect a 10-hour, 4-day work week 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.
TERMINATION PAY

The District will issue a paycheck by the end of the shift on the last day worked by any maintenance workman who is terminated by the District.

TEMPORARY EMPLOYEE

A maintenance worker shall be considered as a "temporary" employee during the first six (6) calendar months of accumulated employment after which the provisions of Article 19 shall apply. Seniority will commence with this change of status. Temporary employees who are terminated will, upon re-employment, be given credit for time worked unless the period of termination is six (6) months or more. Temporary employees shall be entitled to all benefits provided by the Agreement with the exception of Article 16B, 1, 2, 3, and 4.

LAYOFFS

The District agrees to meet and confer with the appropriate DCU Unions when contemplating establishing a critical specialty classification. This meeting by the District and the DCU shall take place prior to posting.

The District agrees to supply to the appropriate DCU Union a list of critical specialty classifications and the specific qualifications and/or experiences necessary for an employee to be placed on the list. The District further agrees to attempt to provide on-the-job training to current senior employees to limit or eliminate exceptions to seniority in the event of layoff.

When the District determines it is necessary to add an employee to a critical specialty classification, a present employee who meets the minimum qualifications and/or experience will be added to the list prior to hiring a new employee. Furthermore, when two or more present employees meet the minimum qualifications and/or experience, under these conditions, the most senior employee will be placed on the list.

Layoffs of regular employees shall be in accordance with Article 19 of this Agreement, except for established critical specialty classifications or new critical specialty classifications established in accordance with the above procedure.

A regular employee who has been laid off and is employed elsewhere will not forfeit future recall rights by declining re-employment 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.
EMERGENCY STANDBY

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

TOOLS

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

CONTRACTING REFERENCE

Prior to awarding a public contract for modernization of existing buildings and facilities, the District shall give advance notice thereof to DCU to enable it to demonstrate that the work can be efficiently and economically accomplished by the existing work force or through temporary employment of additional qualified workers and that the District will be legally entitled to do so under ORS 279.023. If DCU so demonstrates to the satisfaction of the District that such can be so accomplished, then in the absence of overriding policy considerations having to do with the particular project as determined by the School Board, the District shall not award such public contract but shall perform the work with employed workers. In such case, DCU shall guarantee the supply of qualified workers for the project and uninterrupted work thereon.
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DISTRICT COUNCIL OF TRADE AND SERVICE UNIONS OF SCHOOL EMPLOYEES, by:

Gerald D. Krahn, DCU Negotiating Team Chairperson

Grant Zadow, Local 48

Susan D. Larsen Leigh, Local 111

Steven F. Scheible, Local 140

Don McKinnon, Local 82

John D. Snyder, Local 16

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

Marty

Board Chairperson

Donald D. McElroy, Executive Deputy Superintendent

Gary L. Tuck, Director of Employee Relations

Reg E. Mattinson, Director of Physical Plant

DATED this 12th day of May, 1994.
AFFILIATED UNIONS
SERVICING THIS AGREEMENT

Bricklayers Local No. 1 ...................................... 232-0358
Carpenters District Council .................................. 656-7716
Cement Masons Local Union 555 ............................ 232-9341
Electricians Local Union 48 .................................. 284-4805
Glaziers Architectural Metal
    and Glass Workers Local Union 740 ............... 255-3920
Laborers Local Union 296 .................................. 256-5716
Linoleum and Carpet Layers Local Union 1236 ........ 255-8444
Machinists District Council 24 ................................ 238-5550
Painters District Council 55 ................................ 257-6644
Plasterers Local Union 82 .................................. 232-3257
Plumbers & Steamfitters Local Union 290 ............. 256-9945
Roofers Local Union 49 .................................... 232-4807
School Employees Local Union 140 ....................... 777-1533
Sheet Metal Workers Local Union 16 .................... 231-4950
PFTCE Local Union 111 .................................... 223-1198
Transit Employees Local Union 757 ....................... 232-9144
Teamsters Local Union 206 ................................ 251-2344