7-1-1982

Multnomah County, Oregon School District No. 1 and District Council of Trade and Service Unions of School Employees (1982)
Multnomah County, Oregon School District No. 1 and District Council of Trade and Service Unions of School Employees (1982)

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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AGREEMENT

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

1982-84
# EMPLOYEE RELATIONS
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AGREEMENT BETWEEN
DISTRICT COUNCIL OF TRADE AND SERVICE UNIONS OF SCHOOL EMPLOYEES AND
SCHOOL DISTRICT NO. 1
MULTNOMAH COUNTY, OREGON

AGREEMENT BETWEEN THE DISTRICT COUNCIL OF TRADE AND SERVICE UNIONS OF SCHOOL EMPLOYEES (HEREINAFTER CALLED “DCU”) AND SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY, OREGON (HEREINAFTER CALLED “DISTRICT”), MADE ON THE AUTHORITY OF ITS BOARD OF DIRECTORS (HEREINAFTER CALLED “BOARD”).

WITNESSETH:

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, 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 to or inconsistent with its terms. The provisions of this Agreement 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 this 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. Within sixty (60) days following ratification of this Agreement by the parties, the District agrees to print and provide sufficient copies to the affiliated unions of the DCU for distribution to all employees covered by the Agreement. 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 bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, except as otherwise expressly provided for in this Agreement, the Board and the DCU agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, during the term of this Agreement.

ARTICLE 3
CONTRACT ADMINISTRATION

A. Representatives of the DCU and the District will meet on the third Wednesday of each month for one-half \((\frac{1}{2})\) day at a mutually agreed time and place for the purpose of reviewing the administration of the contract in force and attempting to resolve any problems that may arise thereunder. Neither shall have any control over the selection of the representation of the other party. Other problems which may be of concern to either the Board or the DCU may be placed on the agenda by mutual consent.

B. These meetings are not intended to bypass the grievance procedure, and shall not constitute an invitation to continuously renegotiate the provisions 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 a 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 duplication 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 cost of all materials and supplies incidental to such use.

C. DCU representatives shall make their presence known to the appropriate administrative authority when visiting School District facilities. Such visits shall not interrupt work or disrupt normal School District functions.

D. The DCU shall have the right to make announcements at employee staff meetings or by use of any existing communication procedures not ordinarily available to students.

E. The DCU and its representatives shall have the right to post notices of activities and matters of DCU business and concern on staff bulletin boards. At least one such bulletin board shall be in each School District building. The DCU may use the District 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.

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 the DCU, or who has applied for membership, may sign and deliver through the DCU to the Superintendent an assignment authorizing deduction of membership dues in the DCU, including DCU affiliates. 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
- United Way
- School District No. 1 Health and Welfare Trust Premiums
- Credit Union (Portland Teachers' Credit Union)
- Deferred Compensation Plan Approved by the District
- Fixed or Variable Tax Annuity Plans
ARTICLE 8
FAIR SHARE

A. This Article shall apply to all employees covered by this Agreement unless otherwise excluded in one of the Appendices attached hereto. For employees hired after the effective date of this Agreement this Article shall apply following completion of six (6) calendar months employment with the District.

B. For those employees described in Section A who are members of the DCU, the District's responsibility for payment of dues shall be limited to the provisions for payroll deductions, as authorized by the employees, set forth in Article 7 (Payroll Deductions).

C. As to the employees described in Section A who are non-members of the DCU (and who have not filed the religious objection described below), the District shall, upon written request of the DCU, automatically deduct from the payroll check of the employee an amount established by the DCU as a Fair Share payment in-lieu-of-dues as compensation to the DCU 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, on a form provided by the District, a written objection to such payment to the effect that the objection is based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member and furnish to the District by the 15th day of the month a written receipt to the effect that an equal amount has been paid that month to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the DCU.

The objection shall specify the nonreligious charity selected by the employee or the other charitable organization so agreed upon. Unless and until such objection and receipt are filed with the District, the amounts shall be deducted and remitted by the District to the DCU affiliate involved.

D. No later than thirty (30) days prior to January 1st, April 1st, July 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.

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E. The DCU agrees that it will indemnify, defend and save harmless the District and all persons acting on behalf of the District from all suits, actions, proceedings, complaints, claims, liability and 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.

F. 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 State and/or Federal Statute. (Such as employment discrimination, employment and dismissal of custodians, health and safety, etc.)
c. Any dispute concerning whether any part of this Agreement became effective or ceased to be effective.

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

Step 1

The aggrieved employee shall first discuss the grievance with his/her 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 no settlement is reached at Step 1, within five (5) days the grievance shall be reduced to writing and submitted to the department head who shall promptly conduct an investigation. Within 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.

Step 4

If the decision at Step 3 is not satisfactory, it may be appealed by either party within five (5) days to the Superintendent who shall, within ten (10) days, review the record of the grievance or conduct an appeal hearing. The Superintendent may appoint a designee to conduct such review or hearing. Within five (5) days following the hearing, the Superintendent’s recommended decision shall be communicated in writing to the parties involved and to 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 aggrieved or the Board may submit the grievance to arbitration according to the following procedures.

A. Within five (5) days of the Board decision, either party may appeal the decision to arbitration by requesting that the Oregon Employment Relations Board furnish a list of five (5) arbitrators. Each party shall then alternately strike one name from the list until one remains and such person shall be the 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 on 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, if any, charged by the arbitrator for services rendered at Step 5 shall be borne equally by the District and the DCU.

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 aggrieved may:
   a. Represent himself/herself, or
   b. Be represented by counsel of his/her choosing and at his/her expense, or
   c. 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 investigation of any grievance, and further will furnish the grievant or his/her representative with such necessary and readily available information as requested for the processing of any grievance.

6. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or administrative remedies for the conduct complained of, and failure to do so shall preclude resort to such other remedies.

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 inconsistency thereof with this Agreement within five (5) days from receipt of such notice.

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

ARTICLE 11
DISCIPLINE, DEMOTION AND DISMISSAL

A. Discipline

1. No employee shall be disciplined without cause. For the purpose of this Article, discipline shall include written warnings and reprimands (excluding evaluations) placed in the employee's personnel file, suspension and discharge.
2. 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 4. The hearing at Step 4 shall be deemed a hearing under ORS 342.663. The Board's decision on an appeal of discipline based on the District's judgment of the employee's job performance shall be final and not subject to any further provisions of the grievance procedure.

3. 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. The right of representation will not exist when the meeting relates solely to evaluation of the employee's work performance.

4. Whenever practicable, oral warning and discipline shall be administered in private and shall be progressive.

B. Demotion and Dismissal

1. The District reserves the right to demote or dismiss for cause any employee for any reason it deems sufficient. Furthermore, Oregon Law ORS 342.663 provides:

   "A school employee who has been demoted or dismissed shall be entitled to a hearing before the school board if a written request is filed with the Board within fifteen days of the dismissal or demotion."

2. Prior to discharge or demotion as a result of unsatisfactory performance, an employee shall be given the reason such action is to be taken.

3. 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.

4. 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, 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.

ARTICLE 13
PERSONNEL FILE

A. Each employee shall have the right, upon request to review the contents of his/her own personnel file, exclusive of materials received prior to the date of his/her employment by this District. 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 a part of the file.

D. Anonymous materials shall not be placed in the personnel file.

ARTICLE 14
OVERTIME AND CALL BACK

A. Overtime

1. Overtime shall be work performed by an employee which is scheduled by the District prior to the completion of, or beginning of, the employee's shift and is in excess of eight (8) hours in one day or forty (40) hours in one week. Overtime shall be compensated at time and one-half of the employee's hourly rate. The overtime rate shall also apply to work performed on Saturdays and Sundays unless such days fall within an employee's regular work week assignment.
2. An employee scheduled to work on his/her regular day off shall be guaranteed a minimum of four (4) hours.

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 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. Overtime on Holidays

An employee who works on a paid holiday (see Article 19) shall receive holiday pay plus his/her normal overtime rate for hours worked.

D. Compensatory Time

In lieu of pay, compensatory time off at the overtime rate may be specified by the responsible administrator. Generally, compensatory time off must be taken within three (3) months from the time it was earned. An employee may elect to accumulate at least the equivalent of two (2) of his/her work days in compensatory time. When such accumulation has taken place, the employee shall submit to his/her supervisor at least two (2) alternative dates indicating when the employee prefers to utilize his/her compensatory time within the next 3-month period. If these alternative dates are rejected by the supervisor and another time is not mutually selected, the employee may elect to be paid. There shall be no pyramiding of overtime.

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 one-half (½) hour duty-free lunch period without pay.

B. Whenever practicable, employees shall receive 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.
ARTICLE 16
LEAVES

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

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 for each month worked. The use of sick pay shall be limited to instances of personal illness of the employee.

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. Other employees shall be credited at the rate of one (1) day for each month worked. Employees working fifty percent (50%) of the month or more shall be accredited with a full day’s sick leave. Accrual of sick pay shall continue during any period of absence covered by earned vacation time.

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

4. When an employee has exhausted his/her accumulated sick leave credits, he/she 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.

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

6. The District shall continue its election pursuant to Chapter 646 Oregon Laws, 1973 (sick leave credit for retirement benefits).

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 interpreted to mean spouse, children, parents, grandparents, mother-in-law, father-in-law, brothers and sisters of the employee, and also any person living in the home with the employee (use of this leave shall be for instances where care or attention by the employee is necessary). In the event that emergency conditions arise, an extension of family leaves shall be determined upon the merits of the individual case by the Office of the Superintendent.

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 one (1) day to attend the funeral of a relative or friend. 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 (and 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, mother-in-law, father-in-law, brothers or sisters; and also any person living in the home of the employee. In the event of death in the employee's immediate family during the employee's vacation time, he/she shall be entitled to the funeral leave provided by this Section in addition to accrued vacation time.

4. **Emergency Leave**

Employees employed on a regularly scheduled basis shall be entitled to emergency leave of three (3) days per work year without loss of pay. Emergencies shall be considered unanticipated circumstances beyond the employee’s control and for which prior planning cannot be made.
5. **Mandatory Court Appearances; Jury Duty**

a. An employee subpoenaed to appear as a court witness shall be excused from his/her work assignment without loss of pay, provided that the employee shall submit any witness fee received to the School District Business Office along with a copy of the subpoena.

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, he/she shall report to his/her work assignment provided four (4) hours or more of his/her work day remain at the time he/she 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.

C. **Unpaid Leaves**

1. **Special Leaves of Absence**

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

2. **Maternity Leave**

   a. An employee covered by this Agreement who becomes pregnant or adopts a child shall be entitled to an unpaid maternity 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 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 maternity leave shall be entitled to any step increase received by other employees within her classification provided she was continuously employed for at least one-half ($\frac{1}{2}$) of her designated work year immediately prior to beginning the leave.
c. The District shall retain full control and authority to establish policies and regulations regarding the administration of maternity and paternity 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 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.

**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 dependents participating in the insurance plans of the Trust. The cost of providing those benefits or their equivalent in existence on June 30, 1982, shall be maintained by the District for the term of the Agreement. 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.

2. District contributions shall be for the cost of each insurance for participants in any of such plans, including dependents of employees; provided that medical/hospitalization insurance shall be considered of 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, 1982, and (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. The amount of District contribution shall be as follows:

For 1982-83
Up to Sixty Dollars ($60) per month.

For 1983-84
Up to Seventy-Two Dollars ($72) per month.

B. Worker’s Compensation

1. 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 he/she receives for time lost. The District will make supplemental payment in an amount equal to the difference between 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. For other periods of absence due to a compensable injury, charge will 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 18 of this Agreement.

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 of that payroll period. For instance, a monthly check paid in August equaling one-twelfth (1/12) of the employee’s annual salary shall be deemed compensation for services during August so that 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
REDUCTION OF STAFF

A. In the event staff reductions become necessary due to a tax base or levy failure, major program changes, or major budget reductions, the District will consider personnel for release in the inverse order of their length of service but with consideration being given to special qualifications, areas of experience, program, minority employment and levels of training. In the absence of such considerations, length of service shall be followed. 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 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 a higher classification to a lower classification within an employee group irrespective 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 so doing, forfeit all rights under this Article. An employee offered an assignment of lesser 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, he/she 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 he/she was terminated and who rejects such an assignment shall relinquish all rights provided in this Article and Agreement.

-18-
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 15, the District will 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 or 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 19
VACATION AND HOLIDAYS

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

Monthly Accrual

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<thead>
<tr>
<th>1-5 years of service</th>
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<th>6.7 hours</th>
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<tbody>
<tr>
<td>6 &quot; &quot; &quot; &quot;</td>
<td>11 &quot;</td>
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</tr>
<tr>
<td>17 &quot; &quot; &quot; &quot; / max.</td>
<td>22 &quot;</td>
<td>14.7 &quot;</td>
</tr>
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</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 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.

B. Holidays

1. Regularly employed 190-210-210-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 operation 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 they work the nearest scheduled work day immediately preceding and following the holiday. For the purpose of this Section, employees on vacation or authorized paid leave shall be considered as being at work.

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 be absent without loss of pay on days specified by that faith as religious holidays which require participation during the work day in religious observances.
ARTICLE 20
COMPENSATION

A. Salaries and Wages, 1982-83

Salaries and wages for the fiscal year July 1, 1982, through June 30, 1983, shall be as set forth in the salary guides and Appendices which are attached to and incorporated in this Agreement.

B. Salaries and Wages, 1983-84

1. For the period of July 1, 1983, through June 30, 1984, the aggregate of all increases above the rates provided in Section A. of this Article shall be five percent (5%). If the Consumer Price Index (CPI) exceeds 5%, an additional increase shall be granted equal to one-half (½) of the increase in the CPI to a maximum total increase of nine percent (9%).

2. As used in this Article, the CPI shall be that prepared by the Bureau of Labor Statistics, United States Department of Labor, covering Urban Wage Earners and Clerical Workers, revised (1967). The increase to be provided pursuant to Section B.1. of this Article, shall be based upon the average of the increases in the All Cities CPI and the Portland CPI for the period of March, 1982, as compared to that for March, 1983. The resulting percent of increase shall be rounded to the nearest hundredth of a percent.

3. Following release of the CPI information, the parties shall meet to determine how the economic increase for 1983-84 is to be apportioned among the Appendices. The average shall be determined on the basis of the number of employees regularly working as of the March, 1983, ending payroll.

C. Retirement Pickup

The District shall continue not withholding from employees' salaries the contributions required by ORS 237.071; and shall "pickup," assume and pay a six percent (6%) employee contribution to the Public Employes Retirement Fund for the employee members then participating in the Public Employes Retirement System. Such "pickup" 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 School District 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 purposes of computing on employee member’s “final average salary” within the meaning of ORS 237.003 (12) but shall not be considered as “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071.

Such “picked 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 other adjustments to the work year. In the event of adjustments 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 employees has basic liability coverage equal to or greater than minimum amounts required by District policy or regulation. Reimbursements shall be at the rate established by the District or the rate established by the Internal Revenue Service, whichever is higher.
ARTICLE 21
DURATION

A. Except as otherwise provided in this Article, this Agreement shall be effective as of July 1, 1982, and shall continue in effect through June 30, 1984. Should there be an intervening change in the law which so far reduces the District's resources for 1983-84 that full implementation of this Agreement would require substantial reduction of the District's work force or salaries or workyears, either party may require that the Agreement be reopened for negotiations by giving written notice to the other party. If such notice to reopen is given, the provisions of this Agreement having a monetary or budgetary effect shall cease to be effective with respect to the affected year and the parties shall promptly reopen negotiations thereon. Such notice to reopen must be given within thirty (30) calendar days from the written notice by the District that, in its judgment, such reduction of resources has occurred. "Reduces the District's resources" above refers to a reduction whereby the budgeted resources available for general operating expenses are expected to be below those which would have resulted under the law in effect when this Agreement was signed.

B. In the event that under applicable laws, some other method of representation or 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 SCHEDULES FOR CAFETERIA EMPLOYEES
1982-1983

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<tr>
<td>B</td>
<td>SNACK BAR</td>
<td>$4.98</td>
</tr>
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<td>C</td>
<td>COOK, DESSERT MAKER</td>
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<td>D</td>
<td>LEAD PERSON</td>
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<td>E</td>
<td>FIELD MANAGERS</td>
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### GROUP F

**HIGH SCHOOL MANAGERS**

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<td>13082</td>
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### GROUP G

**CENTRAL KITCHEN MANAGERS**

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<td>13465</td>
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<td>13813</td>
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<td>4</td>
<td>14166</td>
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<tr>
<td>5</td>
<td>14516</td>
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</table>

1. After sixty (60) consecutive working days in the same assignment, the substitute manager shall receive the equivalent hourly rate of the beginning step for the assignment in which they are substituting. Substitute high school managers shall receive Six Dollars and Seventy-Eight Cents ($6.78) per hour. Substitute central kitchen managers shall receive Seven Dollars and Seventy-Seven Cents ($7.77) per hour.

2. Substitute lead persons shall receive Five Dollars and Fourteen Cents ($5.14) per hour.

3. The annual employment for managers is 190 days.

4. The salary schedule for Group E is based on a 7-hour work day. The salary schedules for Groups F and G are based on an 8-hour day.
5. Prior to the beginning of each work year, a 190-day manager 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 be paid in full each month.

6. 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%). Employees who received longevity during 1981-82 and remain in the same classification shall continue to receive longevity during the term of this Agreement. However, should such employee be promoted to a higher classification, the waiting period for longevity as specified above shall apply. 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, they shall be reinstated with any longevity previously accrued while in that classification.

7. Extra responsibility pay for high school managers responsible for breakfast programs shall be based on the daily average student participation during a month:

<table>
<thead>
<tr>
<th>Average Participation</th>
<th>Pay Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>51 to 75</td>
<td>$20.00</td>
</tr>
<tr>
<td>76 to 100</td>
<td>27.50</td>
</tr>
<tr>
<td>101 to 125</td>
<td>35.00</td>
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<tr>
<td>126 to 150</td>
<td>42.50</td>
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<tr>
<td>151 to 175</td>
<td>50.00</td>
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<tr>
<td>176 to 200</td>
<td>57.50</td>
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<tr>
<td>201 and above</td>
<td>65.00</td>
</tr>
</tbody>
</table>

8. Elementary lead persons who feel that the labor hour allocation for their assigned school is improper may request and have such allocation reviewed by their supervisor. If the decision of their supervisor is unsatisfactory, the lead person may appeal that decision in writing to the Director of Food Services. The decision of the Director shall be final.
9. Food service 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 pay for which they are eligible.

10. The District agrees to furnish and maintain cobbler aprons for all persons working in the central kitchen.

11. One-hundred-ninety (190) day food service 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.

12. An eight (8) hour shift which commences at or after 12:00 noon shall include one-half (½) hour lunch period.

APPENDIX B

SALARY SCHEDULE FOR CUSTODIANS
1982-83

A regular custodial shift shall be eight (8) hours plus ½ hour for lunch. Shifts beginning prior to 6:00 a.m. or extending beyond 10:30 p.m. shall be eight (8) hours including ½ hour lunch. Regular shifts beginning prior to 6:00 a.m. or extending beyond midnight shall be 7½ hours including lunch.

Shifts for Head Custodians shall be the same as recognized in 1981-82.

1. During the regular school year and at schools having a year round school program, a custodial employee temporarily assigned to substitute or act in a higher classification shall receive Four Dollars ($4.00) per day plus Fifty Cents ($0.50) for each additional level. Example: A helper acting as a custodian #1 will receive a total of Four Dollars and Fifty Cents ($4.50) additional compensation. In the case of a high school assistant acting as a high school head custodian, the additional compensation shall be Six Dollars ($6.00) per day. Such additional compensation shall be payable as follows:

   1 through 2 hours — no additional compensation
   3 through 5 hours — ½ 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.
2. Operator of grounds sweeper and power mower shall receive his/her regular salary plus Six Dollars ($6.00) per day.

3. Custodians assigned to the 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.

Custodians taking training courses offered by the department outside of regular working hours will be compensated in the amount of ten (10) hours straight time for the successful completion of a 21-hour course. The community college registration fee for such courses will be paid by the District. Successful completion of prescribed courses may be used by the department as a partial criterion for promotion. Custodians who completed training courses offered by the department prior to this Agreement shall retain credit for such courses.

SPECIAL OVERTIME DEFINITIONS

**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 is portal to portal.

**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, he/she shall receive straight time above and beyond his/her regular monthly pay. His/her time shall be calculated from portal to portal.

SPECIAL SALARY PROVISIONS

The following shall apply to assignments at the Educational Service Center:

1. ESC Head Custodian shall be paid Fifteen Percent (15%) above the salary rate of high school head custodian.

2. ESC Custodian shall be paid Nine and Three-Fourths Percent (9.75%) above his/her regular salary.

3. ESC Assistant Custodian shall be paid Nine and Three-Fourths Percent (9.75%) above his/her regular salary.

An employee assigned responsibility for inspection and servicing fire extinguishers shall be paid at Ten Percent (10%) above his/her regular salary.

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 towards longevity pay but the employee shall retain his/her promotion eligibility seniority.
# SALARY SCHEDULE FOR CUSTODIANS 1982-83

<table>
<thead>
<tr>
<th>STEP</th>
<th>PROBATION</th>
<th>HELPER</th>
<th>CREW</th>
<th>CUST. 1</th>
<th>H/S ASST.</th>
<th>CUST. III</th>
<th>H/S HEAD</th>
<th>CUST. 1982-83</th>
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<tbody>
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</table>

(The above salaries are annual.)

**NOTE:** Longevity will be four percent (4%) of applicable base salary rounded to 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 hired after the effective date of the revised Civil Service Law shall serve a one-year probationary period.
SALARY SCHEDULE FOR ATTENDANTS
1982-83

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<td>6</td>
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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.

APPENDIX C
SALARY SCHEDULE FOR
WAREHOUSEMEN AND TRUCK DRIVERS
1982-83

<table>
<thead>
<tr>
<th>Group</th>
<th>Job Title</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>Educational Media Clerk A</td>
<td>$18,142</td>
</tr>
<tr>
<td>Group 2</td>
<td>Educational Media Clerk B</td>
<td>18,787</td>
</tr>
<tr>
<td>Group 3</td>
<td>Educational Media and Food Service Delivery Drivers</td>
<td>19,528</td>
</tr>
<tr>
<td>Group 4</td>
<td>Truck Driver Helper Warehouseman</td>
<td>20,265</td>
</tr>
<tr>
<td>Group 4</td>
<td>Fuel Dock Attendant</td>
<td></td>
</tr>
<tr>
<td>Group 5</td>
<td>Truck Driver</td>
<td>20,919</td>
</tr>
<tr>
<td>Group 6</td>
<td>H/D Truck Driver - Maintenance</td>
<td>22,986</td>
</tr>
<tr>
<td>Group 6</td>
<td>Lead Warehouseman</td>
<td></td>
</tr>
</tbody>
</table>

New hires shall be at ninety percent (90%) of the above applicable rates. Upon eligibility for participation in the Public Employes Retirement System (following six full calendar months of employment), their salary shall be adjusted to 100%.

The above salaries are for twelve (12) months. Part-time delivery drivers in the cafeteria department shall be classified in Group 3 and their salary adjusted according to their assigned work year.
A warehouseman assigned the responsibility for the cafeteria department's cold storage on a full-time basis shall be classified in Group 5 and shall receive an additional Five Hundred Dollars ($500) per year.

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.

APPENDIX D
SALARY SCHEDULE FOR COMMUNITY AGENTS
1982-83

<table>
<thead>
<tr>
<th>Step</th>
<th>Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$10,595</td>
</tr>
<tr>
<td>2</td>
<td>11,038</td>
</tr>
<tr>
<td>3</td>
<td>11,498</td>
</tr>
<tr>
<td>4</td>
<td>11,978</td>
</tr>
<tr>
<td>5</td>
<td>12,475</td>
</tr>
<tr>
<td>6</td>
<td>12,998</td>
</tr>
<tr>
<td>7</td>
<td>13,536</td>
</tr>
<tr>
<td>8</td>
<td>13,959</td>
</tr>
<tr>
<td>9</td>
<td>14,688</td>
</tr>
<tr>
<td>10</td>
<td>15,126</td>
</tr>
</tbody>
</table>

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

1. Work year for Community Agents shall be the same as that for teachers. Community Agents who complete fifteen (15) hours off-duty of related inservice training shall receive an additional $150 above their annual salary. Verification of the completion of such inservice training must be on file with 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 activities, falls within the regular eight-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 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.
APPENDIX E

SALARY SCHEDULE FOR SCHOOL PSYCHOLOGISTS
1982-83

The first four steps of the salary schedule for School Psychologists shall be as follows:

1. $19,943
2. $20,350
3. $20,765
4. $21,189

Thereafter, placement and progression shall be on the MA + 45 column of the teachers' salary schedule and shall remain so for the duration of this Agreement and Article 20B. of this Agreement shall not apply to School Psychologists.

The above salaries are based on a 190-day work year. Psychologists with a Doctorate shall receive an additional Five Hundred Dollars ($500).

1. School Psychologists employed following the ratification of this Agreement shall be placed on the salary schedule by the following criteria:
   A. One (1) step for each full year of experience as a full-time School Psychologist, and
   B. One (1) step for every two (2) years of related experience as a teacher, counselor, clinical psychologist, or similar occupation.

   No newly-employed School Psychologist shall be placed above the tenth step.

2. A Psychological Examiner employed by the District and who is reclassified as a School Psychologist shall be placed on the above salary schedule at the step closest to, but not less than, the salary received as a Psychological Examiner.

3. School Psychologists shall be entitled to professional leave in accordance with paragraph 2 of Appendix F.

4. School Psychologists are included within the group for eligibility for sabbatical leave under the provisions of paragraph 3 of Appendix F.

5. School Psychologists are included with the group eligible for professional improvement funds under the provisions of paragraph 4. of Appendix F.

6. Upon request, supervisors shall meet with employees to confer regarding employees' work load assignments.
7. School Psychologists are excluded from overtime provisions of Article 14 of this Agreement. However, with 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-hour workday or forty-hour workweek.

8. Early retirement incentive payments provided teachers by the District shall also be provided to School Psychologists.

9. In the event of a staff reduction under the provisions of Article 18 of this Agreement, “seniority” as a School Psychologist shall be defined as length of service with the District as a School Psychologist and/or Psychological Examiner

APPENDIX F
1982-83

The salaries for the positions below shall be in accordance with the teachers’ salary schedule agreed to by the Board:

- Psychological Examiners
- Social Workers
- Physical and Occupational Therapists
- Psychometrists
- School Graphic Artists
- Child Development Specialist

1. Employees in the above classifications, excluding School Graphic Artists, shall receive credit on the salary schedule for completed college and university course work 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.

2. Employees in the above classifications, excluding School Graphic Artists, shall be entitled to two (2) professional leave days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee’s assignment with the District. Such leave must be approved by the employee’s supervisor.
3. Employees in the above classifications, excluding School Graphic Artists, 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 two (2) 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.

4. A Professional Improvement Fund in the amount of Three Thousand Dollars ($3000) during 1982-83 and Three Thousand Three Hundred Dollars ($3300) for 1983-84 shall be established. This Fund shall be available to employees covered by Appendices E and F, excluding School Graphic Artists, and shall be for the purpose of attending conferences, seminars, and workshops related to the employee's work assignment. The Fund generally shall be made available proportional to the number of employees within a job classification. Use of funds must have prior approval of the responsible administrator.

5. Upon request, supervisors shall meet with employees to confer regarding employees' work load assignments.

6. Employees in this Appendix are excluded from the overtime provisions of Article 14 of this Agreement. However, with 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-hour work day or forty-hour week.

7. Early retirement incentive payments provided teachers by the District shall also be provided to employees covered by this Appendix, excluding School Graphic Artists.

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APPENDIX G

SALARY SCHEDULE FOR BUS DRIVERS

1982-83

<table>
<thead>
<tr>
<th>Step</th>
<th>Salary (Hourly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$5.95</td>
</tr>
<tr>
<td>2</td>
<td>6.15</td>
</tr>
<tr>
<td>3</td>
<td>6.45</td>
</tr>
<tr>
<td>4</td>
<td>6.78</td>
</tr>
<tr>
<td>5</td>
<td>7.21</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 twenty-five cents ($0.25) per hour above Step 5 and shall become effective the month following completion of five (5) years of service.

2. Trainees shall receive Four Dollars ($4.00) per hour 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 on Step 1. Time spent as a trainee does not count towards longevity as a bus driver.

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

4. A driver shall receive twenty-five cents ($0.25) per hour above his/her base rate when assigned as a driver trainer or driver clerk.

5. A driver shall receive two and one-fourth (2\(\frac{1}{4}\)) hours of pay from time of reporting to duty and shall be obligated to perform two and one-fourth (2\(\frac{1}{4}\)) 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 (\(\frac{1}{2}\)) hour duty-free lunch period without pay. When a driver's assignment precludes a duty-free lunch period (\(\frac{1}{2}\) hour), the driver shall be paid for such period.

7. Overtime pay will be paid in accordance with Article 14 of this Agreement.

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.

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.

10. **On-duty time** shall be defined as:

    Report to work until return to base station or park-out after completion of assigned movement.

**Off-duty time** shall be defined as:

    Any time that a driver is at the base station or park-out or more than one-half (\(\frac{1}{2}\)) hour between completed movements.
A bus movement shall be defined as:

Driver and vehicle leaving base station or park-out to pick up one or more places and return to base station or park-out after completion.

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

12. Drivers will be given opportunity to sign up for routes in September. Thereafter other scheduled bus movements not part of a regular route shall be posted and bid separately. Another signup shall occur in June for summer work.

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 upon seniority provided they meet all other qualifications established by the District for the route or routes.

13. Notices for transportation department position vacancies which represent promotional opportunities for drivers shall be posted for a minimum of three (3) days. Nothing herein shall prevent the District from filling the position when an emergency exists.

14. When a route becomes vacant or a new route is created, the schedule and description of that route shall be posted in the same manner as provided in paragraph 12.

15. 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 18 of this Agreement.

16. 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. However, nothing herein shall cause the District to make an assignment which creates overtime work.

17. In the event of an accident or incident, the District shall notify the driver in writing of its determination within seven (7) days.

18. If a driver is required to appear before any accident review board 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.
19. Accident Appeals:

A. If the administration determines that 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 chairman, a representative from the District’s School Police Department, and the District’s Coordinator of Driver Education. The chairman shall not vote except to break a tie between the other members of the Appeals Board.

20. 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.

21. 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 not be charged with a preventable accident if the accident is a result of the conditions reported.

22. Bus drivers will not be required to transport parts and equipment except during an emergency.

23. 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.

APPENDIX H

SALARY SCHEDULE FOR BUS MECHANICS
1982-83

<table>
<thead>
<tr>
<th>Mechanic</th>
<th>$12.84 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>14.18 per hour</td>
</tr>
<tr>
<td>Serviceman</td>
<td>9.49 per hour</td>
</tr>
</tbody>
</table>
**APPENDIX I**  
**SALARY SCHEDULE FOR**  
**RADIO STATION KBPS and TELEVISION SERVICES**  
**1982-83**

1. Production Assistant I  
   - $5.40 per hour

2. Production Assistant II  
   Radio Transmitter Technician I  
   - 6.41 per hour

3. Production Assistant III  
   Radio Transmitter Technician II  
   - 7.62 per hour

4. Production Assistant IV  
   - 8.70 per hour

5. Production Assistant V  
   Radio Transmitter Technician III  
   - 9.18 per hour

6. Radio Transmitter Technician IV  
   Television Engineer Technician  
   Videographer  
   - 9.71 per hour

7. Television Production Manager  
   Assistant Engineer  
   - 11.03 per hour

8. Radio Chief Engineer  
   Television Chief Engineer  
   - 14.27 per hour

**APPENDIX J**  
**SALARY SCHEDULE FOR MAINTENANCE WORKERS**  
**1982-83**

Effective July 1, 1982, hourly wage rates for maintenance workers shall be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick Mason (B)</td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td>$16.90</td>
</tr>
<tr>
<td>Foreman</td>
<td>18.83</td>
</tr>
<tr>
<td>Carpenter (A)</td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td>15.14</td>
</tr>
<tr>
<td>Leadman</td>
<td>15.58</td>
</tr>
<tr>
<td>Foreman</td>
<td>15.91</td>
</tr>
<tr>
<td>General Foreman</td>
<td>16.73</td>
</tr>
<tr>
<td>Carpet and Linoleum Layer (C)</td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td>14.63</td>
</tr>
<tr>
<td>Position</td>
<td>Level</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Cement Mason (A)</td>
<td>Journeyman</td>
</tr>
<tr>
<td>Corrosion Technician (B)</td>
<td>Journeyman</td>
</tr>
<tr>
<td>Electric Motor Repair (C)</td>
<td>Journeyman</td>
</tr>
<tr>
<td>Electrician (B)</td>
<td>Journeyman</td>
</tr>
<tr>
<td></td>
<td>Foreman</td>
</tr>
<tr>
<td></td>
<td>General Foreman</td>
</tr>
<tr>
<td>Electronic Technician (C)</td>
<td>Journeyman (0-6 years)</td>
</tr>
<tr>
<td></td>
<td>Journeyman (7 years and over)</td>
</tr>
<tr>
<td></td>
<td>Foreman</td>
</tr>
<tr>
<td></td>
<td>General Foreman</td>
</tr>
<tr>
<td>Glazier (A)</td>
<td>Journeyman</td>
</tr>
<tr>
<td></td>
<td>Leadman</td>
</tr>
<tr>
<td></td>
<td>Foreman</td>
</tr>
<tr>
<td>Laborer (A)</td>
<td>Group I (General Laborer, Gardener)</td>
</tr>
<tr>
<td></td>
<td>Group II (Power Tools, Asphalt Rakers)</td>
</tr>
<tr>
<td></td>
<td>Leadman</td>
</tr>
<tr>
<td></td>
<td>Foreman</td>
</tr>
<tr>
<td>Machinist (B)</td>
<td>Helper</td>
</tr>
<tr>
<td></td>
<td>Journeyman</td>
</tr>
<tr>
<td></td>
<td>Leadman</td>
</tr>
<tr>
<td></td>
<td>Foreman</td>
</tr>
<tr>
<td>Painter (A)</td>
<td>Journeyman (brush)</td>
</tr>
<tr>
<td></td>
<td>Journeyman (spray)</td>
</tr>
<tr>
<td></td>
<td>Leadman</td>
</tr>
<tr>
<td></td>
<td>Foreman</td>
</tr>
<tr>
<td></td>
<td>General Foreman</td>
</tr>
<tr>
<td>Classification</td>
<td>Initial Rate</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Plasterer (B)</td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td>$15.14</td>
</tr>
<tr>
<td>Leadman</td>
<td>15.58</td>
</tr>
<tr>
<td>Plumber (B)</td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td>19.72</td>
</tr>
<tr>
<td>Foreman</td>
<td>22.08</td>
</tr>
<tr>
<td>General Foreman</td>
<td>23.67</td>
</tr>
<tr>
<td>Roofer (A)</td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td>14.39</td>
</tr>
<tr>
<td>Leadman</td>
<td>14.56</td>
</tr>
<tr>
<td>Sheet Metal Worker (B)</td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td>18.16</td>
</tr>
<tr>
<td>Leadman</td>
<td>18.33</td>
</tr>
<tr>
<td>Foreman</td>
<td>19.98</td>
</tr>
<tr>
<td>Steamfitter (B)</td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td>19.92</td>
</tr>
<tr>
<td>Foreman</td>
<td>21.91</td>
</tr>
<tr>
<td>General Foreman</td>
<td>23.30</td>
</tr>
<tr>
<td>Tile and Terrazzo (A)</td>
<td>16.17</td>
</tr>
<tr>
<td>Specialty Classifications (B)</td>
<td></td>
</tr>
<tr>
<td>Mason Tender</td>
<td>12.98</td>
</tr>
<tr>
<td>Plumber Helper</td>
<td>12.51</td>
</tr>
<tr>
<td>Heavy Equipment Worker</td>
<td>14.81</td>
</tr>
</tbody>
</table>

1. Laborers or painters working in a higher pay classification shall receive four (4) hours minimum for four (4) or less hours of work in the higher classification, or eight (8) hours if over four (4) hours of actual work. When working as a heavy equipment worker, the employee shall receive a minimum of four (4) hours at that rate ($14.81). After the four (4) hours have been worked, the rate shall be paid only for actual time worked.

2. Letters in parenthesis following each of the above classifications indicate rates for overtime as follows:

   (A) = Time and one-half for first two (2) hours after eight (8) hour shift, double time after ten (10) hours and on Saturdays, Sundays and holidays.

   (B) = Double time for all overtime.

   (C) = Time and one-half after eight (8) hour shift and Saturdays, double time on Sundays and holidays.
3. Wage rates for the following positions shall be established as a percentage of the journeyman carpenter's wage rate paid by the District:

- Athletic Equipment Repairman — 100%
- Assistant Athletic Equipment Repairman — 50% first year, 60% second year, 70% third year, 75% fourth year (maximum).
- Power Sewing Machine Operator — 50% first year, 60% second year (maximum).
- Mat Maker — 70% (maximum).

4. District guidelines for appointment of acting or substitute leadmen, foremen, and general foremen shall be posted and distributed to each shop. It is expected the guidelines in effect June 30, 1982, shall remain in effect during the life of this Agreement.

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.

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 (½) of the time an apprentice is employed shall be counted toward seniority when the apprentice reaches journeyman classification.

VACATIONS AND HOLIDAYS

1. Article 19 (Vacations and Holidays) shall apply to maintenance workers.

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.

LEADMEN

When a leadman is designated by the District, he shall not have responsibility for more than one crew and shall be expected to spend the majority of time working with the “tools of his trade.”
OPTIONAL 10-HOUR DAY, FOUR-DAY WORKWEEK

The District may find it desirable to effect a 10-hour, four day workweek with all or some of the maintenance workers. 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 final 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) full calendar months of employment after which the provisions of Article 18 shall apply. Such employees shall be entitled to all leave benefits provided by this Agreement with the exception of Article 16B.1, 2, 3 and 4.

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 listing with, and approved by, the Maintenance Supervisor and the loss is not a result of carelessness or negligence on the part of the worker.

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.
APPENDIX K
SALARY SCHEDULE FOR PRINTING PRESS OPERATORS
1982-83

Journeyman Printer  $498.62 per week
Press Foreman       536.79 per week
DISTRICT COUNCIL OF TRADE AND
SERVICE UNIONS OF SCHOOL EMPLOYEES,
by:

N. W. Joy, Negotiating Team Chairperson

Lynne Soto-Seelig, Vice Chairperson

Clair Anderson

Ray Baker

Robert Scarrioffini

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

Forrest Niece, Board Chairperson

Donald D. McElroy,
Executive Deputy Superintendent

Gerald L. Morford, Director of Employee Relations

DATED this 10th day of September, 1982.
AFFILIATED UNIONS SERVICING THIS AGREEMENT

Bricklayers Local No. 1  232-0358
Carpenters District Council  231-4998
Cement Masons Local Union 555  232-9341
Electricians Local Union 48  284-4805
Electrical Local Union 49  231-4903
Glass Workers Local Union 740  255-3920
Laborers Local Union 296  256-5716
Linoleum Layers Local Union 1236  255-8444
Machinists District Council 63  238-5550
Painters Local Union 10  257-0589
Plasterers Local Union 82  232-3257
Plumbers Local Union 51  254-7338
Printing Pressmen Local Union 43  285-5006
Roofers Local Union 49  232-4807
School Employees Local Union 140  658-3884
Sheet Metal Workers Local Union 16  231-4950
Steamfitters Local Union 235  256-9945
Teachers Local Union 111  223-1198
Transit Employees Local Union 757  232-9144
Warehousemen Local Union 206  232-8171