



MEMORANDUM OF AGREEMENT

Between

PORTLAND PUBLIC SCHOOLS

And

DISTRICT COUNCIL OF UNIONS

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

ARTICLE 4
COUNCIL RIGHTS

- A. The DCU, through its representatives, shall have the right to transact official DCU business relevant to employees on School District property at all reasonable times, provided that it does not interfere with or interrupt classes or other normal School District operations. Such rooms or other appropriate meeting facilities shall be made available for DCU use as requested without charge to the DCU, except that the Board may make reasonable charge when special service is required beyond normal operational practice.
- B. The DCU representative shall have the right to use School District facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when the same are not otherwise in use. The DCU agrees to pay the cost of all materials and supplies incidental to such use.
- C. DCU representatives shall make their presence known to the appropriate administrative authority when visiting School District facilities. Such visits shall not interrupt work or disrupt normal School District functions.
- D. The DCU shall have the right to make announcements at employee staff meetings or by use of any existing communication procedures not ordinarily available to students.

- E. The DCU and its representatives shall have the right to post notices of activities and matters of DCU business and concern on staff bulletin boards. At least one such bulletin board shall be in each School District building. The DCU may use the District mailboxes for communications.
- F. The Board shall make available to the DCU upon ample request to the Office of the Superintendent any and all reasonably available information, statistics and records

members and their dependents and domestic partners participating in the insurance plans of the Trust.

- a. Effective October 1, 2010, the District shall contribute a maximum of nine hundred twenty six dollars (\$926.00) [or the actual cost of the insurance, whichever is less] per month toward the cost of health, dental, vision, pharmacy, long-term disability and life insurance benefits for each full-time eligible employee.
- b. Effective October 1, 2011, the District shall contribute a maximum of nine hundred seventy six dollars (\$976.00) [or the actual cost of the insurance, whichever is less] per month toward the cost of health, dental, vision, pharmacy, long-term disability and life insurance benefits for each full-time eligible employee.
- c. Beginning June 1, 2007,

(60) years of age but not yet eligible for Medicare; and, (d) are eligible under such plan then offered by the Trust. The District

rates based on the group's successful completion of goals specified in advance by the District. Nothing in this Agreement precludes bargaining unit members from participating in the program or receiving the bonus pay subject to any provisions in the applicable Appendix.

SOCIAL SECURITY

At the time of the execution of this Agreement, continued participation by the District in the National Social Security Pension Act was anticipated. The District shall not take any formal action to withdraw the participation without notifying the DCU and providing opportunity for consultation.

SCHOOL YEAR

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

PERSONAL VEHICLES

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

PAYCHECK ON TERMINATION

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

SCHOOL CLOSURES

On scheduled workdays, if the District decides to close or delay opening, employees can use Emergency Leave pay or Vacation pay in

lieu of unpaid leave unless employees have no such leave available. When employees report to work due to failure of the District to notify employees or delayed notice of closure, employees reporting to work shall receive at least one-half day of compensation.

ARTICLE 22
DURATION

- A. Except as may otherwise be provided for in this Article, this Agreement shall become effective as of the date it is signed by the parties and shall continue in effect through 11:59 pm, December 31, 2012.
- B. The parties agree to reopen this entire contract for negotiations for a successor agreement and exchange written proposals by March 1, 2012.
- C. Should there be an intervening change in the law which would significantly reduce the District's revenue, and thus, its fiscal stability below the level being planned for at the time of the execution of this Agreement, the parties agree to reopen the negotiations on salaries and other economic benefits established by this Agreement.
- D. In the event that under applicable laws, some other method of representation or some other applicable representative for employees is elected, this Agreement shall not terminate, but shall be fully binding according to its terms upon any and all employees or successors to the DCU as exclusive representative of employees or portion thereof, except as to representation of employees for whom the DCU remains the exclusive collective bargaining representative by law, such event shall terminate the rights and authority of the DCU under this Agreement.

APPENDIX A

SALARY SCHEDULE FOR WAREHOUSE WORKERS AND
TRUCK DRIVERS

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

HOURLY RATE

	<u>Current</u>
Warehouse Worker/Truck Driver	\$20.02

1. New hires shall be at ninety percent (90%) of the above applicable

Employers Trust for the Trust's Plan DDVR or any plan offered by the Teamster Trust.

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

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