

(1)


LETTER OF UNDERSTANDING


Segregation of laborer and grounds maintenance personnel from one common seniority list into separate seniority lists by July 2, 1998.


1. Acceptance of this letter of understanding will concurrently rescind the letter of understanding "Public Pesticide Applicator License" dated April 11, 1994 and will render null and void all provisions therein.
2. At the time of acceptance: all employees that have "Rights of Recall" under the terms of the most recent labor agreement, whose names appear on the common laborer-grounds seniority list, will remain on a common seniority list; will accrue seniority on that list; will work in either or both shops as assigned by the District; and will be subject to lay-off in accordance with the common seniority list only.
3. Any employee without "Rights of Recall" at the time of acceptance will be hired by one of the two unique shops; will accrue seniority in that shop only; and will be subject to lay-off in accordance with the seniority list germane to that shop.
4. The wage scale for both shops will remain the same.
5. The "common" seniority list of employees with "Rights-of-Recall" attached, is a part of this letter of understanding. It delineates the District's good faith intent for normal assignment to a specific shop.
6. This common seniority list also delineates specific employees that currently have in force a Public Pesticide Applicators License that the District will require to remain in force. The District will continue to provide annual training at District expense. (15 employees currently have a P.P.A. in force; 13 will continue to maintain their licenses)
7. All employees without "Rights of Recall" at the time of acceptance, hired by the grounds shop, will be required to acquire a Public Applicators License within a six month period after attaining "Rights of Recall". Any grounds employee that has acquired a Public Applicators License in accord with this provision, who is subsequently laid-off, and who allows their license to lapse will, upon rehire, be expected to renew their license within 60 calendar days from the rehire date.

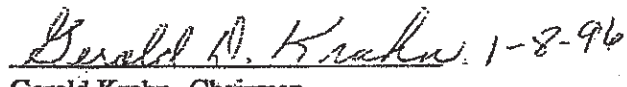
Letter of Understanding
Page 2

8. Any employee that performs work in the grounds shop will be required to have and maintain an Immediately Supervised Public Pesticide Trainee License, if they do not have and maintain a Public Applicators License.


George Brakel
Manager Maintenance Services


Steven F. Magneff, Business Representative
Laborers Local 296


Gary Tuck
Director Employee Relations


Gerald Krahn, Chairman
District Council of Unions

1/2/96
GB:ll

GROUND/ LABORERS - COMMON SENIORITY LIST

RIGHT OF RECALL

AS OF: 7/1/95

SENIORITY	NAME	NORMAL ASSIGNMENT	P.A. LICENSE
28.0800	GARVIN, M	ASBESTOS	
26.9500	HANSON, D.	LABORER	
23.1800	CYPHERS, B.	LABORER	
20.8600	BLACK, D.	LABORER	
20.5100	BURRIS, G.	LABORER/ ASBESTOS	
19.5600	BUTCHER, R.	LABORER	
18.4300	BOURDEAU, S	LABORER/ ASBESTOS	P.A. LICENSE REQ'D
12.1700	FRANKLIN, M.	GROUND	P.A. LICENSE REQ'D
11.8171	McCOOL, M.	LABORER	
11.6561	FRENCH, J.	LABORER	
10.6925	SHIRD, T.	LABORER/ ASBESTOS	P.A. LICENSE REQ'D
10.4109	McLAIN, D.	GROUND	P.A. LICENSE REQ'D
9.6159	CHILDERS, K.	LABORER	
9.5852	SCOTT, M.	GROUND	P.A. LICENSE REQ'D
9.2414	HASTINGS, J.	GROUND	P.A. LICENSE REQ'D
8.5785	PLATT, R.	BACKHOE OP.	
8.5594	MANNING, M.	LABORER/ ASBESTOS	
8.2117	MINCH, D.	LABORER	
8.1925	MILLER, E.	GROUND/ ASBESTOS	P.A. LICENSE REQ'D
8.1590	ANDERSON, R.	LABORER	P.A. LICENSE REQ'D
7.3266	BURKLUND, B	GROUND	P.A. LICENSE REQ'D
7.1724	KADLEC, J.	LABORER	
6.9789	LORDOS, B.	GROUND/ ASBESTOS	P.A. LICENSE REQ'D
6.7893	AVERY, L	LABORER/ ASBESTOS	
6.3008	HALVORSEN, B	GROUND	P.A. LICENSE REQ'D
5.7979	PAINTER, R.	LABORER	P.A. LICENSE REQ'D
4.0163	WHITE, P.	GROUND	P.A. LICENSE REQ'D
2.8209	JAMES, D.	LABORER/ ASBESTOS	

MHR 95 6/GR LAB THRU 95/6

7 guys

1/4/96
5/5/96
1-2-76
1-8/96



(2)

PORTLAND PUBLIC SCHOOLS
Human Resources
501 N Dixon Street • Portland, OR 97227
503-916-3274
www.pps.net

Ross Hume, Senior Manager, Employee and Labor Relations

March 27, 2015

Pat Christensen
United Association Local Union 290
20210 SW Teton Ave, Tualatin, OR 97062

Jack Roy
4545 NE 102nd Ave
Portland, OR 97220

Re: Asbestos Abatement Premium

Dear Pat and Jack,

The District has reviewed its procedures regarding asbestos abatement and plans to administer an asbestos abatement premium as defined below. The District acknowledges that a premium has been paid for the abatement of asbestos under certain conditions. There is no written agreement specifying the conditions in which the asbestos abatement premium is paid but the District believes that the terms below are consistent with the current practice.

1. The District will pay maintenance employees a premium of \$2.02 per hour for performing asbestos abatement.
2. The asbestos abatement premium shall be paid when the District assigns a maintenance employee the following work:
 - a. The primary intent of the work is to remove, repair, encapsulate or enclose friable asbestos material that requires a Class I or II OSHA certification to perform, or,
 - b. For the removal of up to three (3) linear or square feet, by glove bagging, of friable asbestos material, limited to thermal system insulation, ceiling and wall material, and surface material, as allowed by OSHA and DEQ rules. No such premium for asbestos abatement will be paid when alternate methods to glove bagging are permissible for asbestos abatement by OSHA and DEQ rules and the District has determined to be an appropriate method of asbestos abatement, or,
 - c. For the removal of non-friable asbestos containing materials, limited to vinyl asbestos tile, cement asbestos board, and built up roofing, using methods that are permissible for asbestos abatement by OSHA and DEQ rules and the District has determined to be an appropriate method of asbestos abatement.
3. No premium will be paid when the abatement of asbestos is de minimis.
4. The District will pay a maintenance employee who has the required DEQ Supervisors certification a premium of \$2.68 per hour when assigned to lead a crew of more than three (3) maintenance employees assigned to perform asbestos abatement.
5. Maintenance employees are required to submit all documentation related to the abatement work, such as procedure checklist, air samples and associated forms.

Sincerely,

Ross Hume
Senior Manager – Employee and Labor Relations

CC: Brock Logan, Director, Labor Relations

LETTER OF AGREEMENT

between
Portland Public Schools
and
District Council of Unions

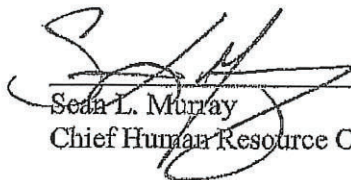
UTILIZATION OF GPS SYSTEMS IN DISTRICT VEHICLES

The following represents the terms and conditions of the agreement between Portland Public Schools and the District Council of Unions to utilize GPS systems in District Maintenance Vehicles.

1. The District agrees to provide introductory training and orientation to employees who drive vehicles equipped with a GPS device.
2. The District will not rely solely on information obtained through the utilization of GPS systems in order to discipline employees.
3. This Agreement shall not alter or have effect on the terms and conditions existing between, the DCU and the District except as specifically stated above.

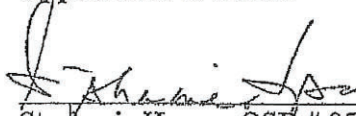
For School District 1J:

For the Union:

 5/8/17
Sean L. Murray date
Chief Human Resource Officer

 5/11/2017
Pat Christensen date
President, DCU

Approval as to Form:

 5-3-17
Stephanie Harper, OSB # 952901 date
Office of Legal Counsel



PORTLAND PUBLIC SCHOOLS

501 N. Dixon Street / Portland, Oregon 97227
Mailing Address: P.O. Box 3107 / Portland, Oregon 97208-3107
Telephone: (503) 916-3551 - FAX: (503) 916-3107
Email: blogan@pps.k12.or.us

Brock Logan
Director of Labor Relations

DEPARTMENT OF HUMAN RESOURCES

LETTER OF AGREEMENT

Between

Portland Public Schools

and

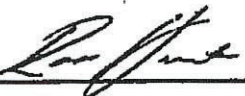
Teamsters Union Local 206

UTILIZATION OF GPS SYSTEMS IN NUTRITION SERVICES VEHICLES

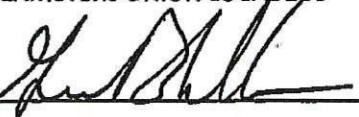
The following represents the terms and conditions of the Agreement between Portland Public Schools and the Teamsters Union Local 206 to utilize GPS systems in Nutrition Services Vehicles.

1. The District agrees to provide training to existing employees and newly hired employees who drive nutrition service vehicle that are equipped with a GPS device.
2. The District will not rely on information obtained through the utilization of GPS systems in order to discipline employees.
3. This Agreement shall not set precedent, alter or have effect on the terms and conditions existing between, the DCU and the District except as it specifically applies to Teamsters Local 206 as stated above.

FOR THE DISTRICT

By: 

FOR TEAMSTERS UNION LOCAL 206

By: 

Dated this 5 day of April, 2011

MEMORANDUM OF UNDERSTANDING

Between

PORTLAND PUBLIC SCHOOLS

And

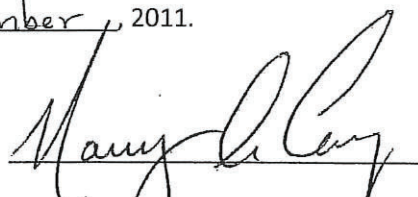
DISTRICT COUNCIL OF UNIONS

Portland Public Schools (the District) and the District Council of Unions (DCU) agree to the following terms and conditions related to the impacts of the District's reorganization of its maintenance department as proposed by the District by letter to the DCU dated July 13, 2011.

1. The organization chart will be as proposed by the District on July 1, 2011.
2. No current Foreman, Assistant Foreman or Lead man covered by the Collective Bargaining Agreement between the District and the DCU shall suffer any reduction in rate of pay or be excluded from future wage increases as a result of this agreement.
3. Foremen and Assistant Foremen in mixed craft shops will generally be filled from different crafts.
4. In the event that there are more than three (3) tradesmen in the multi-craft shop, the District shall assign a Lead man at the journeyman rate plus three percent (3%).
5. In the event that there are more than three (3) employees assigned to work together, the District shall assign a lead man at the journeyman rate plus three percent (3%).
6. The Building Automation Specialist is a Steamfitter position in the mechanical shop and shall be paid at the journeyman steamfitter wage rate.
7. This Agreement shall not set precedent, alter or have effect on the District's control and direction over matters of inherent managerial policy or managerial rights otherwise expressed in the parties' Collective Bargaining Agreement.
8. All DCU represented position vacancy postings will be distributed to the DCU.

Agreed to between the parties this 6th day of December, 2011.


For Portland Public Schools


For the District Council of Unions



DCU (3)

PORTLAND PUBLIC SCHOOLS

Human Resources

501 N Dixon Street • Portland, OR 97227

503-916-3544 • Fax: 503-916-3107

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Portland Public Schools is an equal opportunity and affirmative action employer.

November 8, 2016

VIA U.S. Mail

Pat Christensen
UA 290 Business Agent
DCU President
MTCPV President
20210 SW Teton Ave.
Tualatin, OR 97062

RE: OR Paid Sick Time for Temporary Employees

Dear Mr. Christensen,

The purpose of this letter is to notify you that the District intends to provide Paid Sick Time for Temporary Employees within the Bargaining Unit who would otherwise be excluded, effective immediately.

Article 2.B, Temporary Employees, states:

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

Since sick leave falls under Article 16, Temporary Employees would not be entitled to Paid Sick Time under the collective bargaining agreement. The District will now be providing Paid Sick Time to Temporary Employees under Senate Bill 454 (Oregon Paid Sick Time) in order to comply with the law.

The elements of the OR Paid Sick Time and guidelines are as follows:

1. Temporary employees will earn sick leave based on hours worked. They will accrue paid sick leave at a rate of one (1) hour per thirty (30) hours worked, excluding overtime. Each fiscal year, (July 1 – June 30) up to forty (40) hours of accrued sick time may be used. Sick leave shall not accrue for time not worked (paid or unpaid). All sick time absences must be taken in one (1) hour increments.
2. All newly hired Temporary employees who have worked for at least 91 calendar days may use sick time that has accrued.

Human resources partners with district leadership to recruit, develop, and support a culturally diverse workforce dedicated to the highest standards of equity and achievement that creates an environment of empowerment and success for our students, employees, and the communities we serve.



PORTLAND PUBLIC SCHOOLS

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3. Employees are to make reasonable efforts to schedule Sick Time, in foreseeable situations, and to provide notification to their manager.
 - a. For **foreseeable** absences we require a minimum of twelve (12) hour notice and is for pre-scheduled medical appointments.
 - b. For **unforeseeable** absences we require a minimum of two (2) hour notice or as soon as practicable and is for sudden illness or medical emergency.
4. Paid sick time can be used for physical or mental illness, injuries, or medical appointments for treatment or preventative care. It can be used for the employees own health condition or care of a family member with any of those conditions.
5. A family member is defined as a spouse, domestic partner, parent, children (biological, adoptive, or foster), grandparents and grandchildren, parents-in-law, and anyone the employee has a legal parental responsibility.
6. The District will require a physician's statement after three (3) days absence, prior to returning to work.

The District currently complies with the Oregon Paid Sick Time requirements for regular bargaining unit members through the mutually agreed upon sick leave benefit in the collective bargaining agreement.

If you have any questions or if you wish to discuss, please contact me at (503) 916-3225 or email at kliebig@pps.net.

Sincerely,

Kevin Liebig
Senior Manager, Employee & Labor Relations

cc: Sean Murray, CHRO

**LETTER OF AGREEMENT
between
Portland Public Schools
and
District Council of Unions**

The following represents the terms of an agreement between Portland Public Schools (the District) and the District Council of Unions (Union) regarding inclement weather during the school year 2020/2021 and remaining in effect until June 30, 2021.

Background

The District holds the management rights to assign and direct the work of all employees, and to determine the number of shifts and hours and days of work and starting times and scheduling of all employees, including when the District closes a school, building or District office due to inclement weather.

Currently, Article 21 of the collective bargaining agreement states:

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 leaves, 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.

In previous school years not governed by such a Letter of Agreement, maintenance employees did not report to work when all schools, buildings or offices were closed due to inclement weather.

Agreement

The parties agree and understand for the agreed upon period:

1. If the District closes all school and offices ("all-District closure day"), maintenance employees are expected and required to report for and work their full shift unless an individual maintenance employee is specifically and individually informed by the District that they cannot report or must leave their shift early. Maintenance employees that are on medical leave, emergency personal/business leave, vacation or any other leave provided under the collective bargaining agreement or protected by law will not be required to report to work.
2. If an individual maintenance employee is unable to report due to unsafe weather conditions, that maintenance employee must inform their supervisor and will be required to use vacation, emergency personal leave or unpaid leave to cover all hours not worked on that day.

3. A maintenance employee who works during an all-District closure day will be compensated in line with their usual compensation, as governed by the collective bargaining agreement for all hours worked during all-District closure days.

FOR THE DISTRICT:



Sharon Reese
Chief, Human Resources

Date: 12 / 8 / 20

FOR THE UNION:



Jennifer Bazner
President

Date: 12 / 6 / 20