

## 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 2021/2022 and remaining in effect until June 30, 2022.

### **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 schools 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: 4 / 12 / 2022

FOR THE UNION:



Jennifer Bazner  
President - DCU

Date: 4 / 12 / 2022