

**AGREEMENT**

**between**

**PERRYDALE SCHOOL DISTRICT NO. 21**

**and**

**PERRYDALE CLASSIFIED STAFF**

**2020 - 2022**

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## **PREAMBLE**

This Agreement is entered into by and between the Perrydale School District No. 21 ("District" or "Board") and the Perrydale Classified Staff ("Staff").

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for employees included in the bargaining unit hereinafter described.

**ARTICLE 1**  
**RECOGNITION**

- A. The Board recognizes the Staff as the exclusive bargaining representative for all full-time classified employees of the District who are aides, clerical employees, and custodial employees.
- B. Specifically excluded from the bargaining unit are substitute employees, temporary employees, supervisory employees, and confidential employees.
- C. Definitions:
  - 1. Substitute employee: A substitute employee is an irregular employee called in to temporarily replace a regular employee who is absent.
  - 2. Temporary employee: A temporary employee is an irregular employee hired for a specific job or for a specific period of time not to exceed 90 working days.
- D. Substitute employees and temporary employees will not be used to permanently replace regular bargaining unit members.

## ARTICLE 2

### MANAGEMENT RIGHTS

- A. Except as otherwise specifically limited by the terms of this Agreement, the District retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the District or any part of it. The rights of employees in the bargaining unit are limited to those specifically set forth in this Agreement and the District retains all prerogatives, functions and rights not specifically limited by the specific terms of this Agreement. All such subjects not specifically addressed herein are closed to further bargaining for the term hereof.

Without limitation but by way of illustration, the exclusive prerogatives, functions and rights of the District shall include the following:

1. To determine the services to be rendered to the citizens of the District.
2. To determine and to execute the District's financial, budgetary and accounting procedures.
3. To direct and supervise all operations, functions and policies in which the employees in the bargaining unit are employed except as otherwise specifically provided for in this Agreement.
4. To manage and direct the work force, including but not limited to the right to determine the methods, processes and manner of performing work; the right to hire, promote and retain employees and to transfer them within the same pay range; the right to lay off, except as provided for herein; the right to abolish positions or reorganize departments; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
5. To establish, revise and implement standards for hiring, classification, promotion, quality or work, safety, materials and equipment except as otherwise specifically provided for in this Agreement.
6. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
7. To contract or subcontract work as may be determined by the District.
8. To assign shifts, workdays, hours of work and work locations.
9. To designate and to assign all work duties.
10. To introduce new duties within the unit.

11. To determine the need for and the qualifications of new employees, transfers and promotions.
- B. The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is subject only to the first two steps of the grievance procedure set forth in this Agreement.

## **ARTICLE 3**

### **PROBATIONARY PERIOD**

- A. All newly hired employees will serve in an initial probationary period of six months. During the probationary period, the newly hired employee shall have no expectation of continued employment; a probationary employee may be dismissed by the District without any showing of cause.
- B. Probationary employees will be notified prior to the end of the probationary period of their successful or unsuccessful completion of probation and whether they are moved to regular status.



## ARTICLE 4

### EMPLOYEE RIGHTS

- A. No regular employee will be disciplined without due process. Due process for the purposes of this Article shall be defined as:
1. The employee will be told the charges and given the information forming the basis for the action.
  2. The employee will have the opportunity to respond to the charges.
  3. The employee will have an opportunity to discuss the matter with the employee's supervisor.
  4. The charges and employee response may be reduced to writing and, upon request, the employee shall be allowed to meet informally with the Board to discuss the reason(s) for the disciplinary action. The employee will have the opportunity to include a statement in the employee's personnel file.

The employee will have the right to appeal only this procedure through the Grievance Procedure of this Agreement.

- B. In the event of alleged misconduct which, in the opinion of the District, is of such a magnitude so as to warrant removal of the employee from the work site pending an investigation, the District may suspend an employee with pay to conduct an investigation into the matter. Under such circumstances, the investigation will normally be conducted within 10 working days. If the employee is subsequently cleared of any wrongdoing, the employee will be reinstated without loss of pay or benefits. If the charges are later upheld, the dismissal date shall be the date determined by the District.

## ARTICLE 5

### LENGTH OF WORKDAY, WEEK, AND OTHER CONDITIONS

A. Hours for Full-Time Employees:

The normal workday for full-time classified employees is eight hours, excluding lunch. Daily starting and ending times are determined by the individual supervisor.

B. Hours for Part-Time Employees:

Working hours and daily starting and ending times for part-time employees will be determined by the supervisor.

C. Workweek:

A full-time workweek for employees shall be defined as at least 32, but up to 40 hours of work within a 7-day period, from 12:01 a.m. Sunday through 12:00 midnight Saturday.

D. Rest Periods:

Each employee shall receive a paid rest period of not more than 15 minutes for each four hours or major part thereof worked, with the break as close as possible, in the immediate supervisor's judgment, to the mid-point interval. Such breaks will be controlled by the employee's immediate supervisor.

E. Lunch Breaks:

Employees who are scheduled to work six hours or more shall receive an unpaid lunch period of at least one-half hour but not more than one hour. Such time shall be as scheduled by the employee's immediate supervisor and be as near as possible to the halfway point of the tour of duty. Such time shall not be considered as time worked.

F. Eligible employees shall be compensated at the rate of time and one-half in the form of pay or compensatory time off at the discretion of the District for work under the following conditions: All assigned work in excess of 40 hours in any workweek.

Overtime shall be computed to the nearest quarter hour. For the purpose of computing overtime, only the hours an employee actually works shall be credited as time worked in computing total work period hours. All overtime must be approved in advance by the Superintendent or designee.

G. Trade Time:

The District will allow for Trade Time. Staff members requesting Trade Time must complete the District's form and seek supervisor approval for working flexible hours. If the supervisor

approves of the flexible hours' request, the employee will work the extra hours prior to the time taken off.

H. Each Gen IA/ Sped IA will be allotted thirty minutes of paid prep time during their workday, if the IA's job duties includes assisting a licensed teacher with the preparation of lesson plans.

## ARTICLE 6

### HOLIDAYS

- A. 12-Month Employees. The following paid holidays will be observed:

Labor Day	New Year's Day
Veterans' Day	Memorial Day
Thanksgiving Day	Independence Day
Day Following Thanksgiving	
Christmas Day	
Day preceding Christmas provided that the day preceding Christmas falls on a Monday through Friday.	

- B. Less Than 12-Month Employees. Less than 12-month employees will have the following paid holidays as long as such holidays fall within the calendar of the employee's scheduled workdays:

Labor Day	Christmas Day
Veterans' Day	New Year's Day
Thanksgiving Day	Memorial Day
Day Following Thanksgiving	
Day preceding Christmas provided that the day preceding Christmas falls on a Monday through Friday.	

- C. In order to be eligible for holiday pay, employees must work their regularly scheduled day prior to and their regularly scheduled day after the holiday or be on approved paid leave on those days.
- D. When holidays occur on what would be a regular workday, time off at the employee's daily rate of pay shall be granted. When holidays occur on a Saturday, the preceding Friday shall be observed. When holidays occur on a Sunday, the following Monday shall be observed.

## ARTICLE 7

### VACATIONS

- A. Only 12-month employees shall be entitled to any vacation with pay. Twelve-month employees shall be entitled to the following annual accumulations:
- |                  |   |         |
|------------------|---|---------|
| 1 year           | = | 5 days  |
| 2 – 4 years      | = | 10 days |
| 5 – 6 years      | = | 12 days |
| 7 – 8 years      | = | 13 days |
| 9 years          | = | 14 days |
| 10 years or more | = | 15 days |
- B. Employees shall take their vacation during non-school weeks in June, July, and August as scheduled with the District administrator's approval.
- C. Employees may make applications to the District administrator for vacation time other than June, July, and August in cases of special circumstances. Twelve-month employees may not take more than 10 consecutive vacation days off per year.
- D. Employees shall be permitted to accumulate up to five days of vacation time and carry them over into the following year.
- E. Vacation shall not accrue during a new employee's first six months of employment during probation. After successful completion of probation, the employee will be credited with five working days of vacation.

**ARTICLE 8**  
**PAID LEAVES**

**A. Sick Leave**

1. In compliance with ORS 332.507, ten (10) days of sick leave will be granted to each full-time employee for each school year or one (1) day for each month employed, whichever is greater. Employees working less than full-time shall receive sick leave on a prorated basis.
2. The annual sick leave entitlement shall accrue to the employee on July 1 or on the first date of employment if later than July 1. Employees shall be given written notice on the first in-service day of the school year of their total accrued sick leave including the accrual for that year. An employee who leaves employment with the District and has used more sick leave than was earned at the time of separation may have the value of the unearned but used sick leave withheld from his or her final paycheck.
3. Sick leave benefits are available to the employee due to employee illness, or family illness, as defined above, and may be used without loss of pay up to the total days accumulated.
4. If an employee requests sick leave in excess of five (5) consecutive working days, the District may, at its option, require verification from the employee's physician or practitioner that the illness prevents the employee from working.
5. New employees who worked for another Oregon public school district the previous year may transfer up to a total of seventy-five (75) days of sick leave when verified by the previous employer. However, the transfer of sick leave from another Oregon district shall not be effective until the employee has completed thirty (30) working days in the District.
6. The total number of sick leave days which may be accumulated in the District is unlimited.

**B. Bereavement Leave:**

An employee shall be granted up to five (5) days' absence as needed, with full pay upon the death of a member of the employee's family. The number of days actually granted shall be determined by the administrator. Under extenuating circumstances, additional days may be granted by the Board upon recommendation of the administrator. Bereavement leave shall not be deducted from accrued sick leave, except as allowed by OFLA once the employee has utilized the five days described above.

### **C. Jury Duty and Court Subpoena:**

#### **1. Jury Duty**

- a. If an employee is summoned for jury duty, the District shall grant the employee permission to serve without loss of regular salary.
- b. All monies received as a result of service, other than expense reimbursements, will be deducted from the employee's regular pay.
- c. If the court releases the employee at a reasonable time, the employee shall return to the building and complete the assigned shift.
- d. If a night employee is summoned for jury duty, the District shall grant the same benefits and privileges as it does for a day employee under this provision. On a day when jury duty is served, the amount of time spent on jury duty will be deducted from the employee's regular hours. If a reasonable amount of time remains, the employee shall return to the building and complete the remaining shift hours. If a night employee is called for jury duty and chooses to work the full shift, the person must inform the District by 10:00 a.m. on the day in question. If a full shift is worked, there will not be a deduction of monies received as a result of service as a juror.

Reasonable Time: When an employee has at least two hours remaining on the regular shift.

#### **2. Subpoena**

- a. When an employee is subpoenaed as a witness in a case, salary equal to that received from the court or other legal body, less mileage and meals reimbursement, shall be deducted from the salary of the employee.
- b. This provision on subpoena leave shall not apply in any legal proceeding in which the employee or the Staff is a complainant against the District.

### **D. Temporary School Closure:**

1. Whenever student attendance is not required due to temporary school closure, for adverse weather conditions, power failure, or other similar emergency conditions, employee work schedules will be determined by the Superintendent or designee. Employees will be expected to report for work unless notified to the contrary by their supervisor or by any established system of media communications.
2. The District will grant up to two (2) paid emergency closure days. Only full day closures will be considered as emergency closure days. If the District schedules make up days, employees will work up to two of these make up days without pay in exchange for the previously compensated days.

3. For days beyond the initial two (2) emergency closure days. Employees who are notified not to report for work and employees who are unable to reach their assigned work stations will have the option of using their accumulated vacation time (if they are entitled to this benefit), accrued compensatory time, sick time, or they may take unpaid leave. If make-up days are scheduled by the District and the employees are required to work on such make-up days, they will be paid at their normal hourly rate of pay for such work.

**E. Personal and Emergency Leave:**

Up to two (2) days may be granted. Leave under this section must be approved in advance by the Superintendent and shall not accumulate. Leave under this provision may not be used for the purpose of extending holiday or vacation times. This leave may only be taken in half-day or full-day increments. Examples of leave with full pay of this type include but are not limited to:

1. Illness in the "employee's family" which occurs at such a time that arrangements to care for the member cannot be made in time for the employee to report to work.
2. Personal business which cannot be conducted other than during working hours.
3. Unusual circumstances over which the employee has no control.

If a full-time employee does not use one or both of the personal leave days, the District will provide incentive pay of \$150.00 for each unused day. This incentive pay will be paid in the last check of the school year. All part time employees' incentive pay will be pro-rated in accordance with the employee's FTE for one or both unused personal leave days during each school year.

**F. Critical Illness Leave:**

At the direction of the administrator an employee may be granted up to five (5) days per school year with full pay for critical illness of a member of the employee's family. Under extenuating circumstances additional days may be granted by the Board upon recommendation of the administrator. Critical illness leave shall be deducted from accrued sick leave.

**G. Military Leave:**

After six (6) months of employment, an employee shall be eligible for the leave provided by ORS 408.290.

**H. Definition of Terms:**

1. "Employee's family" shall include the employee's spouse, children, grandchildren, grandparents, mother, father, brother, sister, spouse's mother, father, brother, sister, or any relative who is a resident responsibility of the employee.



2. "Critical illness" shall include only illness or severe injury from which recovery is uncertain. Hospitalization does not necessarily imply "critical illness."

## ARTICLE 9

### LAYOFF AND RECALL

#### A. Definitions:

1. **Layoff:** The layoff of a classified employee or the reduction of over two (2) hours of a classified employee's position.
2. **Seniority:** The total length of an employee's service with the District unless interrupted by a break in service for reasons other than layoff. In the event an employee has had a break in service, seniority shall be defined as the total length of an employee's service since the most recent date of hire.
3. **Days:** District business days.
4. **Bumping:** The process whereby a less senior employee is displaced by a more senior employee as a result of layoff.
5. **Displaced Employee:** An employee who has been laid off or who has been bumped by a more senior employee.
6. **Recall:** The process whereby laid-off employees may return to work.

#### B. Layoff:

1. The District reserves the right to determine the positions to be eliminated or reduced in a layoff.
2. After the District has taken formal action to implement a layoff, it shall notify the Staff in writing within five (5) days specifying the reasons for the layoff. If at any time the District employs five (5) or more employees in any classification, the District shall provide the Staff with a seniority list for all employees when the District issues the notice of specified herein.
3. Except in cases of extenuating circumstances, 14 days' notice will be given to employees affected by a layoff.
4. Layoffs are implemented in inverse order of seniority by classification. When notified that an employee is being laid off, that employee may bump a less senior employee, in the same classification as determined by the District. In the case of a reduction in hours, over two, a laid-off employee may not bump into a position with more hours than the employee worked prior to the layoff. A bumping employee's preferences for assignment may be considered by the District, but the District retains the discretion to place the bumping employee into an assignment.

5. An employee who has a bumping option shall notify the District within two (2) days of receiving written notice of layoff of the employee's decision to bump or to accept layoff. Failure to make such notification shall result in layoff.

C. Recall:

1. An employee who is laid off shall be placed on a recall list by classification and shall remain on that list for eighteen (18) months unless recalled by the District. Failure to accept recall shall result in the employee being removed from the recall list.
2. An employee who has been laid off and is eligible for recall shall be notified in writing of recall. The notice shall be sent by certified mail to the laid off employee's last known address. It is the employee's responsibility to keep the District informed of any address changes that occur during the period of layoff.
3. Laid-off employees shall be recalled by order of seniority. Laid-off employees shall be offered recall prior to any hiring of new employees in the laid-off classifications.
4. If the District receives no response from the laid-off employee within ten (10) days from the date the employee received the recall notice, it will offer recall to the next eligible employee on the recall list.
5. An employee who does not respond within the time set forth above shall be deemed to have refused recall. An employee who refuses recall to a position that is eighty percent (80%) or more of the salary of the position from which the employee was laid off shall be deemed to have refused recall.
6. An employee who refuses recall shall be deemed to have voluntarily terminated employment with the District and shall be removed from the recall list with no further recall rights.
7. An employee who has been laid off and is subsequently recalled shall retain his/her full seniority except for the period during which the employee was laid off.

## ARTICLE 10

### SALARIES

A. Salaries:

The salary schedules are set forth in Appendix A. The salary schedule for 2020-21, and 2021-2022 are set forth in Appendix A and A-1 respectively.

B. The District will continue to pay the 6% employee contribution to the defined contribution individual account program of the Oregon Public Service Retirement Plan (OPSRP).

C. Experience step increases, for those eligible, will be made effective on July 1 of each year. Employees hired after January 1 will not receive a step increase until July of the following year. Step movement will not be considered part of the status quo at the termination of this Agreement.

D. Job Descriptions:

The District shall maintain a file of job descriptions for each classification position in the salary schedule. Job descriptions shall designate the duties and responsibilities, qualifications, and supervision for each classification.

E. Bargaining unit member(s) will be given the opportunity during the summer months to apply for work as Temporary Custodial Assistants at the Salary Schedule's rate of pay, as determined by the District.

F. Longevity pay shall be granted by years as an employee at Perrydale School District. Employees shall receive a longevity annual bonus, to be paid at the end of the school or work year based upon the years of employment at Perrydale School District: 10-14 years = \$350, 15-19 years = \$500, and 20+ years = \$750.

G. Per Administration discretion, a classified employee will be chosen to train a new hire for three months. During this time, the classified employee performing the training will receive an additional 6% trainer stipend on their paycheck.

## ARTICLE 11

## **INSURANCE AND OTHER BENEFITS**

### **A. District Insurance Contributions**

The District agrees to contribute up to \$1229 per month per full-time employee for the 2020-2021 insurance year toward the purchase of medical, dental and vision insurance benefits (at the unit rate premiums), as indicated below:

The following insurance programs shall be made available:

- a) OEBC/ODS Medical and Pharmacy plan,
- b) OEBC/ODS Dental and Orthodontia plan,
- c) OEBC/ODS Vision plan.
- d) OEBC/Kaiser-Permanente Medical Plan
- e) The long-term disability program, life insurance, and dependent life policies currently in effect will be continued by the District.

Part-time employees at .5 FTE or more will receive prorated benefits according to their FTE.

For the 2021-2022 insurance year, the District's maximum insurance contribution will be increased to \$1269 per month.

### **B. District Contributions for Employees Enrolled in the District's Group Health Plan**

1. The District will contribute \$184 per month for the 2020-2021 and \$190 per month for the 2021-2022 to the HSA account of employee enrolled in the tax-qualified high deductible health plan (HDHP). The District will contribute \$123 per month for the 2020-2021 and \$127 per month for the 2021-2022 to the HRA VEBA account of employees enrolled in all other qualifying medical plans.
2. Employees with a claims-eligible HRA VEBA account who are or will be actively making and/or receiving contributions into an HSA will need to elect limited-purpose coverage on their HRA VEBA account per IRS rules.

### **C. District Contributions for Employees Not Enrolled in the District's Group Health Plan**

Full-time employees who opt not to take the District's health insurance package will receive a total of \$860.00 per month for the 2020-2021 and \$888 per month for the 2021-2022 for the District VEBA contribution. .5 FTE employees or more who opt not to take the District's health insurance package will receive prorated benefits according to their FTE.

- D. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums**

on the first day of the month following the month work commenced.

- E.** The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.
- F.** The District's obligation towards premium payments as provided herein shall cease on the first day of the month following the month in which there was a separation in employment.
- G.** The District will contribute the full premium for a term life insurance policy in the amount of \$10,000 for each bargaining unit member.
- H.** For an employee in a "job sharing position," which means a full-time position that is held by more than one individual on a shared time basis whereby each of the individuals holding the position works less than full-time, the employee will receive a prorated share of the District's contribution to the employee's insurance premium, based on a prorate of regular hours scheduled per month. The District's contribution for insurance benefits in a job share position will not exceed the amount authorized for one full-time employee.

## ARTICLE 12

### GRIEVANCE PROCEDURE

#### Grievance Procedure for Contract Dispute:

The purpose of this procedure is to provide an orderly method for resolving grievances regarding the alleged violation of the provisions of this Agreement. A determined effort shall be made to settle any difference at the lowest possible level in the grievance procedure.

#### A. Definitions:

1. "Grievance" is an alleged violation of a specific provision(s) of this Agreement.
2. "Grievant" is the person who has the grievance.
3. "Representative" is the one who may speak for or advise a party in interest.
4. "Immediate supervisor" is the one who had direct administrative or supervisory responsibility over the grievant in the area of the grievance.
5. "Days" - the term "days" when used in this Article shall, except where otherwise indicated, mean days the District is open for business with the public.

#### B. General Procedures:

1. These procedures shall be processed within the specified lengths of time.
2. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith efforts to shorten the number of days provided. Time limits may be extended by mutual agreement.
3. All parties in interest have a right to a representative of their own choosing at each level of these grievance procedures.
4. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified length of time shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified length of time shall be construed as a denial of the grievance and shall permit the grievant to proceed to the next level.
5. All documents, communications, and records of a grievance will be filed in the School District office separately from the personnel file.

6. All parties will avoid interruption of classroom and/or any other school-sponsored activities.
7. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
8. All parties in interest will process grievances after the regular workday or at other times which do not interfere with assigned duties, unless otherwise required by the Board or Superintendent.
9. Each grievance shall have to be initiated within 10 days from the time of discovery of the cause of the claim.

C. Levels of Grievance:

1. Level One

The grievant shall first discuss the grievance with the immediate supervisor with the objective of resolving the matter informally.

2. Level Two

If the grievant is not satisfied with the disposition of the grievance on an informal level, the grievant may, within five days after the discussion provided for above, file a written grievance with the Superintendent. This claim shall set forth a clear statement of the grievance and the grounds upon which the claim is based, specific identification of the specific article or portions thereof allegedly violated, a clear statement of the specific remedy sought, and the reasons why the grievant considers the informal level decision unacceptable. The Superintendent shall communicate the decision in writing to the grievant within 10 working days. If the grievant is not satisfied with the decision of the Superintendent, the grievant may appeal in writing within five days from receipt of the Superintendent's decision as set forth below.

3. Level Three

If the grievance is still unsettled after completion of Level Two and is a contract grievance, the Staff shall, within 10 school days of the written response of the Superintendent, have the right to have the matter submitted to final and binding arbitration as provided herein.

- a. Within 10 school days of the District's receipt of written notification from the Staff of its desire to arbitrate the grievance, the parties will meet and attempt to select an arbitrator and obtain a commitment from such arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request for a list of 7 Oregon arbitrators may be made to the Employment Relations Board by either party. The parties will then be bound by rules of the Employment Relations Board.



- b. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representative and witnesses.

If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement. Additionally, the arbitrator shall have no authority or jurisdiction to substitute judgment for that of the District as retained by this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

4. Miscellaneous

- a. No documents, communications or records dealing with the processing of a grievance shall be kept in the personnel file of any of the participants.
- b. Meetings and Hearing. Meetings or hearings under this procedure shall be subject to the Public Meetings Law.
- c. The grievant shall have the right to representation by the Staff at any step of the procedure.

## ARTICLE 13

### STRIKES AND LOCKOUTS

- A. The bargaining unit members, as individuals or as a group, will not initiate, cause or participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work during the life and duration of this Agreement. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Article.
- B. There will be no lockout of employees in the bargaining unit by the District as a consequence of any labor dispute arising during the term of this Agreement.

## ARTICLE 14

### GENERAL PROVISIONS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. All prior agreements, conditions, practices, customs, usages and obligations are completely superseded and revoked insofar as any such prior agreement, condition, practice, custom, usage or obligation is not contained and expressed in this Agreement. The District and the Staff for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter which was or might have been raised in bargaining but which is not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
- B. Nothing contained in this Article or elsewhere in this Agreement shall be construed or interpreted as waiving the Staff's right to demand to bargain over a unilateral change in a working condition over which the District would be obligated to bargain. Similarly, nothing contained in this Article or elsewhere in this Agreement shall be construed or interpreted as affecting the obligation of the parties in such cases to enter into collective negotiations, should the other conditions of law be satisfied.
- C. Savings Clause. Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter or legislative action, such decision shall apply only to the specific Article, section or portion thereof, directly specified in the decision; upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

## ARTICLE 15

### PERSONNEL RECORDS

- A. Personnel Records. No evaluation document, disciplinary document, or complaint that reflects critically upon an employee or the employee's performance will be placed into the employee's personnel file without a copy being furnished to the affected employee. Normally, proof that the employee has been given a copy will be obtained by having the employee sign or initial the file copy acknowledging receipt of a copy or by way of a statement by the supervisor that the employee has been shown the material and has refused to sign it.
- B. Upon request, an employee shall have the right to inspect the employee's personnel records.

## ARTICLE 16

### PROFESSIONAL DEVELOPMENT

- A. If the District directs an employee to attend a class, a seminar, a workshop, or other training, the District shall pay the full cost of tuition, materials, transportation, and any other associated costs of the training. The employee shall be in regular pay status for all hours spent in training.
- B. If an employee wishes to attend a class, a seminar, a workshop, or other training that is related to the employee's job, the employee may submit a request to the Superintendent or his/her designee stating the cost of tuition and materials and the time off, if any, needed for such training. At the Superintendent's or his/her designee's discretion, the District may approve payment for all or part of the costs of training, including paid time off. If the District denies all or part of the employee's request, the employee may be granted personal leave or vacation to attend any such training taking place during regular work hours at the employee's own expense should the employee choose to attend.

**ARTICLE 17**  
**STAFF RIGHTS**

- A. The District shall make available information required by Staff to engage in collective bargaining with the District.
- B. Staff shall have the right to meet with members concerning grievances, complaints, and matters related to employment relations during an employee's work hours provided the employee is on unassigned time and there is no disruption to the school environment.
- C. Staff shall have the right to conduct meetings on school grounds so long as the meetings do not interfere with the District's operations.
- D. Staff shall have the right to use the District email system to communicate with bargaining unit members regarding collective bargaining, employment relations matters and matters involving the governance or business of Staff's organization.
- E. The District shall provide Staff with employee contact information upon request. New hire information shall be provided to Staff within ten (10) calendar days of their date of hire. Staff shall have the right to meet with all new hires.

ARTICLE 18

TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2020 and shall remain in full force and effect until June 30, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 90 days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin at a mutually acceptable time thereafter.

PERRYDALE CLASSIFIED STAFF

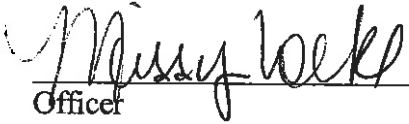
PERRYDALE SCHOOL DISTRICT NO. 21


  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Board Chairperson

6-15-2020  
Date

6/15/2020  
Date

  
\_\_\_\_\_  
Officer

  
\_\_\_\_\_  
Superintendent

6-15-2020  
Date

6/15/2020  
Date

**APPENDIX A  
CLASSIFIED SALARY SCHEDULE 2020-21**

<b>STEP</b>	<b>GEN ED.</b>	<b>SPED IA</b>	<b>LIB ASST.</b>	<b>DISTRICT</b>	<b>CUSTODIAN</b>	<b>CUST/ MAIN</b>	<b>CUST SUMMER TEMP</b>	<b>FOOD SERVICE DIRECTOR</b>	<b>FOOD SERVICE ASST</b>
<b>1</b>	13.54	14.46	13.54	15.96	13.54	15.19	13.54	15.96	13.54
<b>2</b>	13.81	14.75	13.81	16.28	13.81	15.49	13.81	16.28	13.81
<b>3</b>	14.09	15.04	14.09	16.61	14.09	15.8	14.09	16.61	14.09
<b>4</b>	14.38	15.35	14.38	16.95	14.38	16.12	14.38	16.95	14.38
<b>5</b>	14.67	15.65	14.67	17.29	14.67	16.44	14.67	17.29	14.67
<b>6</b>	14.96	15.97	14.96	17.64	14.96	16.78	14.96	17.64	14.96
<b>7</b>	15.25	16.28	15.25	18	15.25	17.11	15.25	18	15.25
<b>8</b>	15.56	16.61	15.56	18.36	15.56	17.46	15.56	18.36	15.56
<b>9</b>	15.87	16.94	15.87	18.73	15.87	17.81	15.87	18.73	15.87
<b>10</b>	16.2	17.29	16.2	19.11	16.2	18.16	16.2	19.11	16.2
<b>11</b>	16.52	17.63	16.52	19.5	16.52	18.53	16.52	19.5	16.52
<b>12</b>	16.85	17.98	16.85	19.89	16.85	18.89	16.85	19.89	16.85



**APPENDIX A-1  
CLASSIFIED SALARY SCHEDULE 2021-22**

STEP	GEN ED. IA	SPED IA	LIB ASST.	DISTRICT SEC.	CUSTODIAN	CUST/ MAIN	CUST SUMMER TEMP	FOOD SERVICE DIRECTOR	FOOD SERVICE ASST
1	13.81	14.75	13.81	16.28	13.81	15.49	13.81	16.28	13.81
2	14.09	15.04	14.09	16.61	14.09	15.8	14.09	16.61	14.09
3	14.38	15.35	14.38	16.95	14.38	16.12	14.38	16.95	14.38
4	14.67	15.65	14.67	17.29	14.67	16.44	14.67	17.29	14.67
5	14.96	15.97	14.96	17.64	14.96	16.78	14.96	17.64	14.96
6	15.25	16.28	15.25	18	15.25	17.11	15.25	18	15.25
7	15.56	16.61	15.56	18.36	15.56	17.46	15.56	18.36	15.56
8	15.87	16.94	15.87	18.73	15.87	17.81	15.87	18.73	15.87
9	16.2	17.29	16.2	19.11	16.2	18.16	16.2	19.11	16.2
10	16.52	17.63	16.52	19.5	16.52	18.53	16.52	19.5	16.52
11	16.85	17.98	16.85	19.89	16.85	18.89	16.85	19.89	16.85
12	17.19	18.34	17.19	20.29	17.19	19.27	17.19	20.29	17.19

The 2021-22 Salary Schedule was developed by increasing the 2020-21 Salary Schedule by 2.0 percent.

