MAPLETON SCHOOL DISTRICT NO. 32

AND

MAPLETON ASSOCIATION OF CLASSIFIED EMPLOYEES

Collective Bargaining Agreement

July 1, 2018 – June 30, 2020

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Article I — Preamble

1.1 Parties to this Agreement are the Board of Directors on behalf of Mapleton School District #32, Lane County, Oregon, hereinafter referred to as the "Board" or "District," and Mapleton Association of Classified Employees, OEA/NEA on behalf of all members of the bargaining unit, and hereinafter referred to as the "Union" or "Association."

Article II — Duration and Amendments

2.1 The effective date of this Agreement is from July 1, 2018 to June 30, 2020.

2.2 This agreement shall be effective as of July 1, 2018 and shall be binding on all parties and shall remain in full force and effect through June 30, 2020. This Agreement shall automatically be renewed and be binding for additional periods of one year unless either the Board or the Association gives written notice to the other no later than December 1 of the aforesaid expiration date of the Agreement of its desire to modify the Agreement for a successive term.

If such notice is given, the parties shall set bargaining dates by the end of March and hold the first bargaining session by the end of April, unless mutually agreed otherwise by the parties.

2.3 Any amendments to this Agreement must be made in writing, be specific, and signed by both authorized signatories after appropriate ratification has occurred.

Article III — Content

3.1 The contract incorporates the sole and complete agreement reached between the District and the Association resulting from negotiations held pursuant to the provisions of ORS 243.650 et seq.

Article IV — Recognition

4.1 General

The District recognizes the Association as the sole bargaining representative on employment relations (ORS 243.650) for all classified employees of the District, except as excluded herein in Section 4.2.

4.2 Exclusion

The following groups of employees, a part of the classified service, are excluded from the bargaining unit.

a. **Supervisor**: The same definition as that contained in ORS 243.650 (23).
b. **Confidential Employees**: The same definition as that contained in ORS 243.650 (6).
c. **Substitute**: A person, not then a member of the bargaining unit, employed to replace a bargaining unit member who is absent from his/her job, and who has not met the criteria below:
    1. A substitute becomes a member of the bargaining unit for all purposes, except for the accumulation of seniority for the purpose of layoff when:
        a. He/she is employed for seventy-five (75) consecutive workdays in a single position, one hundred twenty (120) workdays in a single class of positions; or
        b. He/she has been employed to replace an employee on a ninety (90) or more consecutive workday leave of absence or to fill a vacancy that the District does not intend to fill for ninety (90) workdays.

c. Any person meeting the requirements of (a) or (b) above who is subsequently hired into a regular bargaining unit position and continues to work for the District without interruption between the substitute and regular assignment shall have a seniority date as of the beginning of the substitute assignment.

d. **Temporary Employee**: A person who is employed to perform a specific function for a period of time, not to exceed ninety (90) consecutive working days, upon completion of which the position will not be required on an ongoing basis. When a temporary employee is hired to fill a position that will last longer than ninety (90) consecutive work days the employee shall become a member of the bargaining unit immediately.

Article V — District Functions

5.1 General

Except as otherwise specifically limited herein, the parties agree that the District retains all the customary, usual, and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of it. Bargained rights of employees in the bargaining unit are limited to those set forth in this Agreement, and the District retains all prerogatives, functions, and rights not limited by the terms of this Agreement.

5.2 Specifics

Without limiting the generality of the foregoing, it is expressly recognized that the District's operational and managerial responsibility, not in conflict with this Agreement, includes:

a. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
b. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment, procedures and public relations.
c. The determination of the management, supervisory, or administrative positions, as authorized by law.
d. The maintenance of discipline and control and use of the school system property and facilities.
e. The determination of safety, health, and property protection measures where legal responsibility of the Board or other governmental unit is involved.
f. The right to enforce rules and policies not in conflict with this Agreement.
g. The direction and arrangement of all the working forces in the system including the right to hire, suspend, discharge, discipline, or transfer employees.
h. The right to relieve employees from duty for poor or unacceptable work or for other reasons.
i. The creation, combination, modification, or elimination of any position.
j. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies effecting the selection of employees.
k. The determination of the layout and the equipment to be used and the right to plan, direct and control school activities.
l. The right to establish hours of employment and assign workloads.

5.3 Contracting Out

To permanently contract or subcontract which is presently and regularly performed by employees in the bargaining unit, the District shall notify the Association that it is considering subcontracting in compliance with the Public Employees Collective Bargaining Act.

Article VI — Union Duties, Rights, Burdens and Benefits

6.1 Representation

The Union shall represent all the bargaining unit members equally and without discrimination.

6.2 Facilities and Equipment

a. The Union or its committees shall be allowed the use of District facilities for its meetings when such facilities are not otherwise in use. Appropriate request forms/procedures will be used. The Union shall reimburse the District for any costs incurred.
b. The Union shall be allowed the use of office equipment, as may be needed, to duplicate such data as may be necessary for distribution to bargaining unit members. The Union shall provide its own paper and reimburse the District for any costs incurred.
c. The Association will be permitted to use the email and interschool mail system for Association business in accordance with Oregon law.

6.3 Union Representatives

a. Union representatives shall be permitted reasonable access to bargaining unit work areas. Such visitations shall be arranged and shall not disrupt operations.
b. The Union representatives, elected or appointed, shall be granted time off without loss of pay, providing the time is made up, from their regular school duties to attend meetings of interest to the unit. Whenever possible, such meetings will be scheduled so as not to interfere with normal school duties and shall be allowed only with prior approval of the supervisor. The District shall not be obligated to pay overtime compensation due to the provision of this section. No more than one (1) employee shall be absent from duty at the same time. Any member needing representation in an administrative meeting shall be limited to one local representative.
c. The Association shall receive thirty (30) hours for use in Association business with at least forty-eight (48) hour notice to the superintendent.
d. Association representatives and shall be given one hour (unpaid) on the agenda for opening day in-service. If an additional day or more of in-service is given to new hires, the Association will have input in the design of the day and receive one (unpaid) hour on the agenda.
e. The Association will be permitted ten (10) minutes prior to the start of a morning or at the end of any afternoon staff meeting with notice to the principal. Such time will be unpaid.

6.4 Union Dues

a. **Deductions** — The Board shall deduct from the wages of each bargaining unit member the dues of the Union when it receives a written authorization from the member. The authorization shall remain in effect until and unless expressly revoked by the members by submitting a written withdrawal to the president of OEA prior to October 1 of any membership year. The union will notify the District at least thirty (30) days in advance of the effective date of any changes in the amount of dues and fees to be deducted.
    1. **Dues Transmittal** — The District agrees to forward to the state office of the Union the dues collected from Union members. Transmittal will be by a form listing all bargaining unit members and designating Union members. Payment shall be made by the month following the deduction.

6.4 Hold Harmless
The employees and the Association agree to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this article.

Article VII — Board Responsibilities

7.1 Availability of Information
The Board shall make available to the Association information which is directly related to matters covered in this Agreement and other material data necessary to represent the employees in the bargaining unit, salary schedules of said employees, number of employees at each salary step and other public information when requested by the Association.

7.2 Board Minutes
The Board agrees to include the Association's local chapter president among those who regularly receive the official minutes of all Board meeting agendas and any public information for upcoming Board meetings. Such notice shall be emailed to the Association president when sent to Board members.

7.3 Contract Distribution
Within thirty (30) days after the Agreement is signed, The District and Association shall execute two original copies of this Agreement. The Agreement will be posted on the District Website at: www.mapleton.k12.or.us.

7.4 **Bulletin Board Space**
The Board shall provide the Association with bulletin board space at each worksite for the use by the Association in communicating with employees. Postings on such board shall be restricted to materials signed by official Association representatives and which are not libelous or defamatory in nature.

7.6 Payroll Deductions

a. The District agrees to deduct from the salaries of its regular employees as requested in writing by the individual employee and make remittance to the appropriate agency for:
    1. Regular Association dues;
    2. Tax-Sheltered Annuities (per school board policy);
    3. Credit Union (per school board policy);
    4. Premiums for Board-approved insurance program (per school board policy);
    5. United Fund (per school board policy).

b. The employees agree to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions in this article except where the fault lies with the District or its agents.

7.7 Seniority Lists
Upon request the District shall provide the Association with an updated seniority list annually. When two employees in the unit begin work on the same day, they shall immediately draw lots to establish seniority.

Article VIII — Personnel Files

8.1 Confidential

An official personnel file of each employee is confidential and shall be kept by the District. Should the District move to electronic files, said files will be afforded the same confidentiality as paper files.

8.2 Placement of Data

Evaluations, written disciplinary actions or other related documents may be placed in the personnel file provided any such document has first been presented to and signed by the employee. The employee may submit a signed and dated written rebuttal to any such document within 20 work days from the date the document was presented to the employee. Such written rebuttal will be placed in the employee's personnel file. An employee shall not refuse to sign material to be placed in the employee's file. However, it shall state the signature indicates receipt only, not agreement with the content. The District shall give the employee a copy.

8.3 Examination of File

Provided an appointment is made in advance with the District's business office, an employee may examine his/her file and may authorize his/her representative, in writing, to review the file. The District will provide one copy of any document requested by the employee or the representative. The District may supervise any review of the file.

8.4 Failure to Conform

Materials placed in and/or maintained in the official personnel file of an employee without conformity to the foregoing provisions will not be used by the District in any disciplinary procedure involving the employee.

8.5 Negative material may be removed after three years if no similar violation has occurred in that time. The employee shall appeal to the superintendent for the removal. The final decision regarding such removal lies with the superintendent. If denied, the superintendent will provide the employee a written decision with the reasons for denial.

Article IX—Complaint Procedure

9.1 The Board recognizes that the District employees seek to carry out their responsibilities in the best possible manner. However, there may be times when complaints are made against a District employee. A complaint is a written criticism made against an employee. It is the intent of the Agreement to provide a complaint procedure that will handle such complaints expeditiously and fairly.

9.2 If a complaint is made against a District employee to an administrator, Board member, or supervisor, such complaint shall be processed under the following circumstances:

1. If the administrator or supervisor intends to make a record in the evaluation report of a complaint received concerning an employee;
2. If the administrator or supervisor intends to record such complaint in the employee's personnel file or take any disciplinary action against the employee.

9.3 In compliance with section 9.2 above, a conference between the administrator(s) or supervisor(s) shall be held with the employee, and representative if desired, within ten (10) working days after the complaint is made. The complainant shall be identified. The complaint shall be available to the

employee, in writing, at the time of the conference. The administrator(s) or supervisor(s) shall attempt to resolve the matter to the satisfaction to all parties.

9.4 If the complainant remains dissatisfied, the complainant may appeal to the Board.

9.5 The employee shall have the right to representation at all levels.

Article X – Transportation ~~Matters~~

10.1 Bus drivers will be paid one (1) hour for washing their bus. Drivers are expected to wash their bus on a day that their total hours worked on that day does not qualify them for overtime.

10.2 In accordance with the Article and the Agreement the District will assign all regular and special education routes for a minimum of two (2) hours for each route.

a. This two hour minimum is intended to provide a guaranteed base and does not limit the number of hours that may be assigned to any route.

b. Add-on time. When a change in student travel is necessary, add-on time may be assigned to a driver's existing route, paid holidays and paid leaves shall include add-on time. If a driver loses add-on time within a given school year, it shall not be considered a reduction in force or lay off. If add-on time remains at the start of the next school year, that base time now becomes the new total route time for that route.

10.3 Drivers called into work for the purpose of driving shall be paid a minimum of two (2) hours at their assigned rate within the collective bargaining agreement.

10.4 Drivers involuntarily transferred to a shorter route during a school year shall not suffer a loss of pay or fringe benefits for the remainder of the school year following the involuntary transfer.

10.5 The Oregon Department of Education (ODE) requires school bus drivers to pass a physical exam under Oregon Administrative Rule (OAR) 581-053-0040. This physical examination must also conform to the requirements of FMCSA and the Oregon Department of Transportation (ODOT) for all commercial motor vehicle operators. Bus drivers shall go to medical examiner of the District's choosing. The District shall be billed directly for specified medical examination.

10.6 Trips
Bus drivers will be paid the formula rate for driving and waiting time on all activity/sports trips. The formula will be the sum total of the longevity advanced rate plus the current minimum wage rate divided by two (2).

a. Bus trips, educational, activity and athletic, shall receive no guarantee of minimum hours. Bus trips of less than one (1) hour shall be assigned by the District to any eligible District employee.
b. Trips of one hour or more shall be posted in the bus barn as soon as they are known. Choosing trips: The number one senior driver will have first choice of any/all trip(s). Any/all trips(s) not chosen by the number one senior driver will then go to the number two senior driver to choose or pass up. The number three senior driver will have a choice of any all trip(s) not chosen by the number one and number two senior drivers.

c. When off-duty, such as when a driver is required to be away overnight but is not driving or on standby, such time shall not be compensated except for expenses of food and lodging in accordance with this Agreement. Drivers on an overnight trip shall receive at least eight (8) hours of work for each day of the trip. Once a driver has been released from duty for the day, if that driver is recalled to duty and it has been less than an hour since his/her release from duty then that time (up to one hour) shall be paid.
d. Overnight hotels shall be selected and provided by the District. Other expenses for drivers on trips shall be reimbursed in accordance with Article 14, Section 3.
e. Show-up time of one and one half (1 & ½) hours shall be granted if a trip is cancelled after a driver has already reported on site to drive the trip. When a trip has been posted and accepted by a driver, but is cancelled and then later reinstated, the trip will go to the driver who initially accepted it, unless the driver rejects the trip in writing.
f. Bus trips that interfere with a bus driver's regularly assigned rout will be paid at least the amount earned on their daily route. Should the District need a driver holding another position in the District to take a trip route that results in that driver missing most or all of their shift in the other position, the driver will be paid at the higher rate during the time of their non-driving shift lost to driving the trip.
g. Bus trip hours shall not be counted toward benefit accrual except vacation.

10.7 Bus Driver Trainers
While training bus drivers will be paid their assigned rate within the collective bargaining agreement plus $.50 for each accredited class, with a four class maximum cap.

Article XI – Evaluation Procedure

11.1 Purpose
The major purpose of staff evaluation is the improvement of job/work performance through identifying the strengths and weaknesses of the employee and recommending specific suggestions for improvement of performance.

11.2 The District shall implement the evaluation process that includes:

1. The establishment of job descriptions and performance standards which include but are not limited to items included in the job description;
2. A pre-evaluation interview which includes but is not limited to job description and performance standards;
3. An evaluation based on written criteria;
4. A post-evaluation interview in which:
    a. The results of the evaluation are discussed with the employee; and
    b. A written program of assistance for improvement is established, if one is needed to remedy any deficiency.

11.3 The performance of each employee shall be either formally or informally evaluated in writing. Probationary employees shall be formally evaluated at least two times during their probationary status. Staff may request additional evaluations.

11.4 Two (2) copies of the final evaluation shall be submitted to the employee at the time of the personal conference or within ten (10) days thereafter: one copy is to be signed to be placed in the employee's personnel file and one copy to be retained by the employee. Staff may attach written objections to evaluations in writing to the copy to be placed in the personnel file with a copy to the superintendent. Should the District move to an electronic evaluation document storage system, each

employee who is being formally evaluated shall still receive a physical, date-stamped copy of all information used in the completion of the final document. The District shall provide the same confidentiality of electronic evaluation files the District provides for personnel files.

11.5 Observations of an employee's work performance shall be conducted openly.

11.6 Within 4-5 working days the observer shall notify the employee in writing of performance deficiency(ies) when the evaluator determines that such deficiency(ies) has (have) become serious. The evaluator shall provide written suggestions for improvement.

11.7 If the District determines that a written Program of Assistance is necessary, the employee shall be notified in writing with a copy to the Association president. The employee has the right to Association representation from the point of notification of intent to be placed on a program of assistance:

a. A program of assistance shall be implemented prior to any decision by the District to terminate employment where job performance standards have allegedly not been met. Plans will be written with a minimum duration of ninety (90) days.
b. it is understood a Program of Assistance is initially for the improvement of job performance. The deficiencies and corrections shall be written as specifically as possible.
c. Program of Assistance is not to be used to discipline staff and any disciplinary action will follow the standards of due process and progressive discipline.
d. Nothing in this Article shall relieve an employee from his/her responsibility to maintain satisfactory performance levels in all areas related to the effective fulfillment of work responsibilities, whether or not previously identified as an area of weakness.
e. The Program of Assistance will be developed by the evaluator with input from the employee and, at the employee's request, the Association.
f. All follow-up meetings with employees on Programs of Assistance shall be held at a point in the day when student contact has ended.
g. The use of peer assistance during Programs of Assistance is voluntary. No verbal or written records resulting from peer assistance will be used in any portion of the evaluation or Program of Assistance process.

Article XII — Job Classification Descriptions

12.1 Definitions

a. **Class (or Classification)** — is a group of positions with common duties. There can be a single position class. Each class shall have a single title.
b. **Job Classification Description** — is a paper that provides the title for a class of positions, the duties of the position, and the minimum qualifications required of candidates.

12.2 Classification Maintenance

The District shall maintain a job classification description for each class of position(s).

12.3 New Positions/Revising Existing Positions

If the District creates a new bargaining unit job classification or substantially revises an existing bargaining unit classification, it shall notify the Union within fourteen (14) calendar days of the creation. Along with the notification, the District shall provide, in writing to the Union, the new (revised) job classification description as well as a proposed wage rate. Within fourteen (14) calendar days of the receipt of written notification, the Union shall demand negotiations on a permanent wage rate for the

new or revised classification or the proposed rate shall become permanent. Failure to respond provides consent to the proposed rate.

a. "Temporary Vacancy" is a position designated as temporary or experimental or a vacancy that occurs after the opening of the school year because of unanticipated enrollment or because of the death, disability, retirement, resignation or dismissal of a permanent or probationary employee. Employees hired into "temporary positions" will become members of the bargaining unit after ninety (90) consecutive working days. The probationary period applies for employees filling a "temporary vacancy" (see Article XI Section 11.2)
b. Any open position shall be emailed to current employees. Current qualified employees who apply will be granted an interview.

12.4 Size of Work Force

The District retains the absolute right to determine the size of its work force including the number of hours worked.

12.5 Reclassifications

While the final determination of whether a position(s) should be reclassified to another or new job classification rests solely with the District, an employee and/or the Union may file a written reclassification request with the District. A meeting to review the request will be held by mutual agreement.

Article XIII — Reduction in Force

13.1 Size of Work Force — Authority

While the District retains the absolute right to determine the size of its work force, it does agree to follow the procedures of this article when reducing the hours or the size of its work force.

13.2 Notification of Reduction

If the District determines the need for a reduction in its work force, notice shall be provided to the Union as soon as practical; but in no case, not less than fourteen (14) calendar days prior to implementation. When said reduction results in the reduction of hours or actual lay off of current staff, the District shall notify the Association president and any and all employees to be affected.

13.3 Reduction by Seniority

While the District reserves the right to determine positions to be eliminated, the District will reduce hours and/or lay off on the basis of seniority within each affected job classification. Exceptions to seniority shall be based on demonstrated special occupational skills. Seniority shall mean job classification seniority first and bargaining unit seniority second. Seniority ties shall be broken by lot on the first day of work.

13.4 Seniority Definition

Job classification seniority means the total paid status time within a certain job class plus time in higher-paying classifications for displaced employees. Bargaining unit seniority means the total paid status time of an employee beginning with the first day of regular employment with the District. Higher classification means higher-paying classification for active employees. Retired employees shall not retain their seniority nor shall they continue to be members of the bargaining unit unless rehired into a regular bargaining unit position.

13.5 Displacement in Lower Classes
Any employee who has been laid off from a position in the class in which he/she is serving shall have the right to return to a lower or equal classification in which he/she had previously attained permanency, and to exercise his/her bumping rights on the basis of his/her seniority. Lower class means lower-paying and equal class means a class paid at the same rate.

13.6 Layoff in Lieu of Bumping
An employee who elects a layoff in lieu of bumping, maintains his/her re-employment rights in each eligible class as if he/she had elected to exercise those rights.

13.7 Layoff Lists
Employees laid off shall be recalled according to seniority as vacancies occur in a position he/she once held and is qualified to fill. The names of all employees placed on a layoff re-employment list shall remain on that list for twenty-seven (27) months unless recalled from the list.

13.8 Notification of Openings
The District of an opening shall notify any employee who is laid off and is subsequently eligible for re-employment in writing. Such notice shall be sent by certified mail to the last address given the District, which shall acquit the District of its notification responsibility. No new employees will be hired until all qualified employees on layoff/recall list have been returned to duty.

13.9 Response to Recall Notification
a. Failure to timely respond to recall, the maximum being ten (10) workdays from receipt of notice, shall be considered as immediate voluntary termination. Failure to report within twenty (20) workdays of receipt of recall notice shall also be considered voluntary termination. Notices shall be considered as delivered hereunder no later than after fifteen (15) days from the mailing.
b. Notwithstanding the foregoing, if a person has any verifiable period of medical incapacity for not responding in a timely manner or failing to report, he/she may appeal any decision made to remove his/her name from the layoff/recall list. The appeal is to be processed under the grievance procedure commencing at Step II.

13.10 Accepting Opening in Lower Class
Employees who accept a position lower than their highest former class shall retain their original twenty-seven (27) months' rights to the higher classification.

13.11 Seniority During Layoff
Employees in layoff status (not working for the District) shall not accrue seniority in any form. However, any accrued leave and seniority prior to lay off shall be returned when employees return to work status.

Article XIV — New Employees – Probation

14.1 Notification to Union
Within ten (10) working days of employment of a new employee in the bargaining unit, the District shall, upon request, notify the Union of the following relevant facts:
a. Name of employee and mailing address;

b. Job classification;
c. Actual date of employment.
d. Hours of work
e. Salary placement

14.2 Probationary Period — New Employee

a. Each new employee shall serve a probationary period of ninety (90) work days, excluding any vacation, or non-covered contract period, such as summer or winter break
b. A probationary employee may be released for any reason. The District shall ~~not~~ be required or requested to indicate the reasons for its actions.
c. Any employee in a paid status on the ninety-first workday shall be deemed a permanent employee.

14.3 Promoted Employees — Probation

a. An employee who has been promoted shall serve a probationary period of ninety (90) work days before attaining permanency in that class. Promotion means hired into a higher-paying classification.
b. An employee who has received a promotion and who subsequently fails to complete the required probationary period shall be, upon his/her request, returned to the class in which he/she had attained permanency and was serving at the time of promotion. The District shall make assignment to a position within the class. The period of time served in the position to which promoted will be counted, for seniority purposes, as time served in the class to which the employee is being returned.
c. For advancement on the salary schedule, an employee released from a probationary promoted position shall be accorded all rights, benefits and burdens as if the employee had not been promoted.

Article XV — Standard Workday and Workweek

15.1 Full - Time Workday

The full-time workday for employees shall be ten (10) hours per day, exclusive of time for lunch for a four-day week.

15.2 Full - Time Workweek

A full-time workweek for employees for a four- (4) day school week shall be defined as an average of forty (40) hours per week.

15.3 Lunch Periods

Employees working five (5) hours or more shall receive an unpaid lunch period of at least thirty (30) minutes.

15.4 Rest Periods

Employees are entitled to a fifteen (15) minute paid rest period during each four (4) hour shift.

Article XVI— Transfers

16.1 Definition

A transfer is defined as a change of job location (over 50% of the work time) (to another school or department) but within the same job classification.

16.2 Involuntary Transfers

When the District believes a transfer is necessary, a discussion with the members of the impacted classification will be held to determine if a voluntary transfer can occur. If no one volunteers and the District determines an involuntary transfer is necessary, it will notify the Association president and the employee (s) to be transferred.

The least senior employee(s) in the classification shall be involuntarily transferred.

16.3 Voluntary Transfers

Any unit member may request a transfer by submitting such a request to the superintendent. The request shall indicate where and which position transfer is desired. The request shall be valid for six (6) months from the date of the superintendent's approval.

Article XVII — Compensation

17.1 PERS Pick-Up

Effective July 1, 1981 the District shall "pick-up", assume, and pay the employee contribution for members eligible to participate in the Public Employees Retirement System (PERS), and/or the OPSRP fund. The full amount of the required employee contributions "picked-up" or paid by the District on behalf of employees shall be considered as "salary" within the meaning of the law for purposes of determining an employee member's "final average salary" within the meaning of the law (ORS 238.005(8) and ORS 238A.130) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to the law. Such "picked-up" or paid employee contributions shall be credited to employee accounts pursuant to the law and shall be considered to be employee contributes for the purpose of the law." Pursuant to ORS 238A.335(2)(a), the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.

17.2 Permits

Classified personnel required by law or Board policy to hold any license, certificate, health card, or permit shall obtain them prior to being employed and shall maintain them current as required. The District shall provide health card or permit physical examinations required by the District or required in order to maintain a license, or certificate; the member may choose from a list of six (6) physicians approved by the District for that purpose.

17.3 Reimbursement for Expenses

When an employee has approval for expenses prior to their incurrence, it shall be at the following rate:

a. Personal Car Mileage — Reimbursement for mileage will be based on the Internal Revenue Service rate at the time the expense is incurred. If a District vehicle is available and is a reasonable substitution for a personal vehicle (as determined by an administrator), reimbursement for travel by a private vehicle will be reimbursed at 75% of the IRS rate.

b. Employees on approved trips exceeding four (4) hours will be eligible for reimbursement with receipts. Meals, not to exceed:

Breakfast — $8.00
Lunch — $10.00
Dinner — $14.00

c. Special schedules, breakfast, lunches or banquets will be reimbursed at their stated cost. Claims must contain receipts that support the indicated expenditures.

17.4 Working Out of Classification

Any employee required to work temporarily out of his/her classification shall receive the pay rate for the new classification for the remainder of the assignment when the rate is higher than the employee's normal rate of pay.

17.5 Overtime

a. Hours worked in excess of ten (10) hours in a day or forty (40) in a week shall be paid wages at time and one half. Paid holidays and paid leave do not count towards overtime.
b. Holidays: Any employee required to work on a paid holiday shall, in addition to the regular holiday pay, be paid time and one-half for all hours worked.

17.6 Insurance Benefits

a. The District shall provide insurance to each full-time employee defined as working forty (40) hours within the designated workweek, worked on the basis of five (5) eight-hour days or four (4) ten-hour days. The designated work shall be Sunday through Saturday. Hours worked in extra duty positions will not count towards insurance; including hours serving as Long Term Extra Duty assignments, Short Term Extra Duty Assignments, and Bus Chaperone, Chaperone, Gate Duty, Ticket Seller, Play-by-Play Announcer, Scorekeeper/Timer, and Track Official.
b. Coverage for insurance benefits shall be twelve (12) consecutive months. Employees who terminate will have their coverage continued one month after their last paycheck. New employees shall have coverage start one month after their first paycheck.
c. The District's obligation for the cost of insurance is limited to the maximum amounts described below or the actual costs, whatever is less.
d. The obligation of the District for insurance shall be:
    1. In 2018-2019 the District will pay a maximum amount for insurance per month per member equal to $1320.00.
    2. In 2019-2020 the District will pay a maximum amount for insurance per month per member equal to $1346.00
    3. Should the parties fail to reach agreement on a successor Agreement prior to the expiration of this contract, the District hereby agrees to contribute, during the status quo period, a maximum amount for insurance per month per member equal to the total premium of the base year (e.g. 2018-2019) plus five percent (5%), or the actual cost of the insurance, whichever is less. Any costs above the District payment shall be borne by each member through payroll deduction.
e. The District will begin paying the new rate each year on the first day of the "insurance year," that is currently October 1 of each year.
f. For the duration of this Agreement, the Association agrees to appoint representatives to a Joint Insurance Review Committee and to cooperate with this committee's efforts to review available insurance programs and carriers and make recommendations for cost effective changes.

g. Employees not eligible for District contributions toward the insurance package may opt to purchase the insurance at their own cost. Premiums will be paid monthly through payroll deduction.

17.7 Compensation

a. Wage rates for 2018-2020 shall be in accordance with Appendix A–1 and A-2, which by this reference is incorporated herein.
b. Entry rates are paid for one full year dating from the time the worker is assigned the full responsibility of the position. (For example: a bus driver's year would start when he/she started driving the route by themselves and not when the required driver training started.)
c. Longevity/Longevity Plus Column — At the beginning of the sixth year of service, employees will be placed on the longevity (3) column. At the beginning of the eleventh year, employees will be placed on the longevity plus (4) column. At the beginning of the sixteenth year, employees will be placed on the longevity advanced (5) column.
d. **Payday** — Employees shall be paid on the 20th of each month. If the 20th should fall on a vacation period, holiday, or weekend, employees shall be paid on the last working day prior to the 20th. If June 20th falls on a non-workday for the Business office, payday shall be the last Business Office workday prior to the 20th. Requests for advance or early payments of summer pay cannot be honored. Final paychecks for employees leaving the District will be paid their balance of pay on the next regularly schedules payday (ORS652.40(5)).
e. Classified employees shall choose between two methods of compensation:
    1. Employees' actual amount of time worked, including unpaid time and overtime, shall be made on a monthly basis and shall be reflected in the employees' paychecks. This method shall be referred to as, "regular pay."
    2. Employees' regular estimated wages shall be divided up into 12 equal payments to be paid. Adjustments to pay based on the actual amount of time worked, including unpaid time and overtime, shall be made on a monthly basis and shall be reflected in the employees' paychecks. If an employee leaves employment with the District and, at the time of separation, has been paid more than actual wages earned, that amount will be withheld from the employee's final check. This method shall be referred to as, "averaged pay"
    3. Once an employee has selected their preferred method of compensation they will be paid that method for the entire fiscal year. At the start of each fiscal year, employees must notify the Business Manager of their preferred method of compensation. If an employee fails to notify the Business Manager (by July 10th for 12-month employees, and September 10th for 10-month employees) the employee is automatically assigned to "regular pay" (see option 2). Likewise, if a new employee is hired after July 10th for 12-month employees, and September 10th for 10-month employees, the new employee is automatically assigned to "regular pay" (see option 2). The parties agree that this agreement shall not be used to establish precedent or be used as evidence in any past practice agreement in the future.

17.8 Call Back

Any employee called back to work outside his/her regular work schedule who comes to work, but is sent home, shall be guaranteed at least one and one half (1-1/2) hours of work. Extra bus runs are not considered call-back work; however, bus drivers will receive show up time if a trip is cancelled.

Article XVIII — Holidays

18.1 Twelve-Month Employees

The following shall be recognized paid holidays for employees employed twelve (12) months a year:

January 1 ..... New Year's Day
Third Monday in January ..... Martin Luther King Day
Third Monday in February ..... Presidents' Day
Last Monday in May ..... Memorial Day
July 4 ..... Independence Day
First Monday in September ..... Labor Day
November 11 ..... Veterans' Day
Thanksgiving Day
The Friday after Thanksgiving
December 25 ..... Christmas Day

18.2 Other Employees

The following are recognized as paid holidays for all employees not covered in 18.1:

January 1 ..... New Year's Day
Third Monday in January ..... Martin Luther King Day
Third Monday in February ..... Presidents' Day
Last Monday in May ..... Memorial Day
First Monday in September ..... Labor Day
November 11 ..... Veterans' Day
Thanksgiving Day
The Friday after Thanksgiving
December 25 ..... Christmas Day

18.3 Eligibility and Pay for Holiday

To receive pay for the holiday, an employee must be in a paid status the last scheduled working day before or the first scheduled working day after the holiday. An employee terminated the day before a holiday does not qualify for holiday pay. Pay for a holiday or a vacation day shall be the same as that which would have been paid had the employee worked.

18.4 When Holiday Falls on Saturday or Sunday

If the prescribed holiday falls on a Saturday, the previous Friday (not itself a holiday), is the holiday; if it falls on Sunday, the following Monday shall be the holiday.

18.5 Holiday During Vacation

A prescribed holiday falling within the vacation of an employee shall be paid as a holiday and not charged to vacation.

Article XIX — Paid Vacation

19.1 Full-time employees (employed forty (40) hours within the designated work week shall receive one week worth of paid vacation days for each year worked, up to four weeks. Paid vacation use must be preapproved by the District and submitted at least 48 hours in advance. Paid vacation shall be payable to the employee upon termination.

19.2 A part-time employee (less than ten [10] hours per day upon a four [4] day work week, twelve [12] months a year) will accrue one (1) hour of paid vacation for each twenty-six (26) eligible hours worked. Part-time employees who have been with the District over five (5) years (as previously qualified) will accrue one (1) hour paid vacation for eligible hours worked according to the following schedule: six (6) years — one hour for 23.63 eligible hours; seven (7) years — one hour for 21.66 eligible hours; eight (8) years — one hour for 20 eligible hours; nine (9) years — one hour for 18.57 eligible hours; ten (10) years — one hour for 17.33 eligible hours; eleven (11) years — one hour for 15.36 eligible hours; twelve (12) years — one hour for 13.70 eligible hours; thirteen (13) years — one hour for 12.27 eligible hours; fourteen (14) years — one hour for 11.03 eligible hours; and fifteen (15) years — one hour for 9.83 eligible hours.

a. Extra duty hours will not accrue vacation including hours serving as Long Term Extra Duty assignment, Short-term Extra Duty Assignments, Bus Chaperone, Chaperone, Gate Duty, Ticket Seller, Play-by -Play Announcer, Scorekeepers/Timer, and Track Official.
b. If an employee holds more than one (1) position with the District, each individual position will accrue vacation separately; according to the number of years worked in each individual position.

Article XX — Leaves of Absences

20.1 Sick Leave

a. Sick leave is provided in the amount of ten (10) days per year or one day per month employed, whichever is greater. An unlimited number of sick leave days may be accumulated. Sick leave may be taken in increments of one (1) hour.
b. All unit members shall be credited with their full annual sick leave benefits on the first contract day of the school year. Upon request, employees shall be given a written accounting of their use and accumulation of sick leave. Unit members terminating before the end of their contract duty days who have used more days of sick leave than their service days entitled by their service days shall have the pay for those days deducted from their balance of contract check.
c. A new unit member may transfer all accumulated sick leave from their previous employer provided that the accumulation is verified by the administration of said district and the individual has not retired from PERS. The transfer of said sick leave from another school district shall become effective on the thirty-first (31st) working day in the District.
d. Sick leave shall cover absences covered by the Oregon Family Leave Act (OFLA) ORS 659A.150 to ORS 659A.186 and Oregon Sick Time ORS 653.601 to ORS 653.661. Sick leave shall cover absences including but not limited to the employee, medical/dental appointments, family medical/dental appointments, sick children, a resident responsibility of the employee or a person for which the employee has legal guardianship or is the primary caregiver for.
e. When an employee uses sick leave for a foreseeable absence, the employee shall make a reasonable effort to schedule the sick leave in a manner that does not unduly disrupt the operations of the District For example, the employee should make a reasonable attempt to schedule medical appointments during the beginning or ending of the business day on days when no staff meetings or trainings are scheduled.
f. Sick leave shall be used without loss of pay, up to the total days accumulated. Any absence authorized as sick leave which is in excess of the unit member's accumulated sick leave shall be without pay. A unit member who is absent five (5) consecutive days on sick leave may be required to furnish a statement from his or her attending physician that the illness, injury or maternity-related disability prevents the unit member from working.
g. Accrued sick leave may be used at the unit member's option while on parental leave of absence (birth, adoption, and/or foster care placement of a child).
h. Two weeks of sick leave may be used at the unit member's option while on bereavement leave to make funeral arrangements, attend the funeral or to grieve a family member who has passed away. Two days of sick leave may be used at the unit member's option while on bereavement

leave to make funeral arrangements, attend a funeral, or to grieve a non-family member who has passed away.

i. All requests for use of sick leave shall be approved by the Superintendent or his/her designee.
j. Except as otherwise provided by law, unused sick leave shall not be compensated upon termination except as reported to PERS upon retirement of an employee.
k. Any unit member obtaining sick leave benefits by fraud, deceit, or falsified statement, shall be subject to disciplinary action.

20.2 Personal Leave

Four (4) days of Personal Leave will be granted for employees. Forty-eight (48) hours advance notice shall be required except in cases of emergency. Personal Leaves shall not be accumulated.

20.3 School Closure Leave

Up to Two (2) "School Closure" days shall be used when the District or school building must close on a classified contract day for unforeseen circumstances; for example, a snow day or early release due to power outage. A "School Closure" day may not be used if the District has scheduled a makeup day for all classified staff. The Superintendent or designee shall approve School Closure Leave.

20.4 Parental Leave

a. An employee may take a leave of absence without pay for adoption or childbirth. If eligible under the Family Medical Leave Act/Oregon Family Leave Act (hereafter FMLA/OFLA), such leave may be with pay accessing any accrued paid leave.
b. Benefits shall not be accrued during a parental leave of absence. The date of return from such leave shall be that date which is mutually agreed to by the District and the employee as stated in the letter requesting a parental leave and shall be no later than the first normal workday of the school year following the child's first birthday.

20.5 Family Medical Leave Act / Oregon Family Leave Act (FMLA/OFLA)

a. Leave Entitlement. An unpaid leave of absence for a period of up to twelve (12) weeks will be granted to an employee for the following purposes:
    1. For the birth or the placement of a son or daughter with the employee for adoption or foster care. Such leave must be taken within the twelve (12) months following the date of birth, adoption or placement.
    2. For a serious health condition of the employee which makes him or her unable to perform the functions of his or her job.
    3. To care for the employee's spouse, son, daughter, parent, or parent-in-law who has a serious health condition.

    A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or involves continuing treatment by a health care provider.

    An employee must have worked 180 days in order to take leave to care for a newborn, newly adopted, or newly placed foster child or worked at least 180 days and at least 25 hours per week for other related leave before the leave begins.

    The Board may require medical certification in accordance with the FMLA/OFLA with respect to the various reasons for the leave, the current medical status or for ability to return from leave.

An employee must give thirty (30) days of notice of intent to take a leave under this provision when the leave is foreseeable.

Spouses employed by the school corporation are each entitled to twelve (12) workweeks of unpaid leave during any twelve (12) month period for one or more of the following reasons: 1) for the birth or placement of a child for adoption or foster care, 2) to care for an immediate family member with a serious health condition; however, such leave shall not occur concurrently unless one employee is needed to care for the other.

b. Intermittent Leave and Reduced Schedule Leave. Up to twelve (12) weeks of leave in a year may be taken on an intermittent or reduced schedule for the following reasons:
    1. For a serious health condition of the employee which makes him or her unable to perform the functions of his or her job.
    2. To care for the employee's spouse, son, daughter or parent who has a "serious" health condition.
    3.

"Intermittent Leave" is taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time. A "reduced schedule leave" is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. The school corporation may limit leave increments to the shortest period of time that the employer's payroll system uses to account for absences or use of leave. In the case of intermittent leave that is foreseeable where the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the school corporation may require that such employee elect either:
    1. to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
    2. to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified, and that:
        a. has equivalent pay and benefits;
        b. and better accommodates recurring period of leave than the regular employment position of the employee.

20.6 Legal Leave

Employees shall be granted leave with full pay for service on jury duty or for appearances in any legal proceeding with the school system or in any other proceeding, if the employee is required by law to attend and which the employee and the District or Board are co-plaintiffs, co-defendants or where the employee has been called as a witness by the District.

a. The employee's daily salary for all such leave days shall be reduced by the amount of compensation, excluding any expense allowance, received by the employee from the court or party to the action.
b. An employee who is excused from jury service during that day prior to 1:00 p.m. shall immediately return to school to complete his/her assignment for the remainder of the regular workday.
c. The Board will, upon the request of any employee, furnish an affidavit to the court requesting exemption of the employee from jury duty.

20.7 Jury Duty Leave

An employee shall be granted leave with pay for service on jury duty, provided, however, that the compensation paid to the employee for the period of leave shall be reduced by the amount of compensation, not including expenses allowed, received by the employee for such jury service, and upon being excused from jury service during any day, and employee shall immediately return to complete his/her assignment for the remainder of his/her regular workday.

20.8 Military Leave

Military leave shall be allowed in accordance with federal and state laws relating to such leaves.

20.9 Unpaid Leave

a. The Board may grant an unpaid leave of absence up to one (1) school year in duration to a requesting employee. Such requests may include, but are not limited to, professional development leave.

b. Upon request, an unpaid leave shall be granted to a pregnant employee who chooses not to utilize sick leave or who has insufficient accumulated sick leave. This leave will be concurrent to any leave provided for in OFLA.

c. Granting of any unpaid leave shall guarantee the employee the right to return to the same or similar position within the District. Return to employment in the District shall be subject to the provisions of Article 13 (Reduction in Force) and proper certification where curricular changes have occurred. Upon return, the employee shall retain any unused sick leave, seniority and any other benefits.

20.10 Exhaustion of Leave

a. An employee who is absent from duty because of sickness or administratively approved emergency leave, and who has exhausted all leave entitlement and is still unable to return to duty, may use vacation, comp time or other available paid leave until it has been exhausted.

b. When all such entitlement has been exhausted, the employee shall be continued for twenty-two (22) workdays in a non-paid status, or until the exhaustion of any Family Medical Leave Act/Oregon Family Leave Act leave benefits, whichever comes later. Notwithstanding Section 10.10b, if the employee is still unable to return to work, he/she shall be placed on a re-employment list for twenty-four (24) months and if so, he/she shall be eligible to return, when able to do so, in the first vacant position occurring in his/her class.

20.11 General Conditions

a. Employees shall adhere to the daily schedules and shall make no commitments that will preclude their being present for their assigned responsibilities. Employees violating this provision are subject to disciplinary action or dismissal.

b. The District provides sick leave and personal leave as an insurance program against loss of income during short-term disabilities resulting from non-job-related illness or accidents or conditions beyond the employee's control.

c. Special leaves from duty may be granted by the District at no pay when such leaves in the opinion of the District, will not hinder the operation of the school or the educational program. However, nothing under the leaves from duty section should be construed to allow for leave, with or without pay, for such functions as avocational pursuits, shopping, hunting, fishing, extension of vacation periods, job interviews, business which could be conducted on non-school hours, or any similar reasons, which are a neglect of duty.

Article XXI — Grievance Procedure

21.1 The purpose of this grievance procedure is to unless otherwise set forth in this Agreement, address at the lowest possible level, disputes related to the provisions of this Agreement or Adopted Board Policy.

21.2 Definitions

a. A "grievance" is a complaint by an employee, a group of employees or the Mapleton Association of Classified Employees, based upon an alleged violation or misinterpretation of the express terms of this contract or Boar Policy shall mean a dispute concerning the interpretation, application, claim of breach, or violation of this Agreement.
b. Grievant is the person, persons or Association making the claim.
c. Party in Interest is any person or person who might be required to take action or against whom the action might be taking in order to resolve the claim.
d. Representative is an Association representative.
e. Immediate Supervisor is the employee who has direct supervisory responsibilities over the grievant.
f. Day shall mean a regular working day, excluding non-contract Fridays, Saturdays, Sundays, vacations days and holidays.
g. District is Mapleton School District No. 32, Lane County, Oregon.
h. Association is the Mapleton Association of Classified Employees.

21.3 Time Limits

It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

21.4 Informal Level

Before presenting a written grievance, the grievant shall attempt to resolve the matter by an informal conference with his or her immediate supervisor, principal or other administrator who has jurisdiction in the matter. Employees, at their discretion, my elect to be represented by a fellow employee at this level.

21.5 Level One – Principal or Immediate Supervisor or other Administrator

a. If a dispute is not resolved at the informal level, the grievant and an Association representative shall present the grievance in writing on the appropriate form to the principal or immediate supervisor or other administrator who has jurisdiction in the matter within fifteen (15) days of the grievant's knowledge of an act, omission or event giving rise to the grievance.
b. The written statement of grievance shall include each part of the contract that has allegedly been violated or misinterpreted, the decision, if any, rendered at the informal conference; the specific relief requested. It shall be signed by the grievant.
c. The principal or immediate supervisor or other appropriate administrator to whom the grievance is directed shall communicate his or her decision to the grievant in writing within five (5) days after receiving the written grievance.

21.6 Level Two- Superintendent

a. If the grievant or the Association is not satisfied with the disposition at Level One, or if no decision is rendered within five (5) days after the presentation of the grievance, the grievant or the Association may appeal the grievance to the superintendent by delivering a written notice of

appeal to the superintendent's office within ten (10) days after receiving the decision, or lack of one, at Level One.

b. The appeal shall include a copy of the original grievance, the decision rendered, if any, a concise statement of the reasons for the appeal, and the specific remedy requested.
c. The superintendent shall hold a hearing with the grievant and a representative within ten (10) days of receipt of the grievance at Level Two. He/she shall render his/her written decision and communicate this decision to the parties in interest within five (5) days following the hearing.

21.7 Level Three- Board

a. The grievant or the Association, if not satisfied with the superintendent's disposition of the grievance at Level Two, may appeal the grievance to the Board of Directors of the District. Such appeal shall be made in writing within five (5) days after a decision by the superintendent, or if no decision has been rendered by the superintendent then such appeal shall be made within fifteen (15) days after the superintendent's hearing.
b. The appeal shall include a copy of the original grievance, the decisions rendered by the principal or immediate supervisor or other administrator and by the superintendent, a clear concise statement of the reasons for appeal, and the specific remedy requested.
c. The Board shall hold a hearing on the appeal not later than its second regular meeting following the filing of the notice of appeal from the superintendent's decision. The Board shall allow time for oral presentation by the parties in interest, or their representatives.
d. The Board shall render its decision in writing to the parties in interest not later than ten (10) days after the close of the hearing.

21.8 Miscellaneous

a. **Rights of Employees to Representation** – Any grievant may be represented at Levels 1-3 of the grievance procedure by him or herself or by an Association representative as provided herein. When the Association does not represent the employee, the Association shall have the right to be present at all formal stages of the grievance procedure (ORS 243.666).
b. **Group Grievance** – A group grievance may be filed when an alleged violation affects a group of employees. The number and names of all employees affected by a group grievance and the Association upon request shall provide the specific remedy sought for each.
c. **Written Decisions** – Decisions rendered at all levels, except at the informal level, shall be in writing setting forth the decision and the reasons for it. That document shall be transmitted promptly to all parties in interest.
d. **File of Grievance Papers** – All documents, communications and records dealing with the grievance shall be designated confidential information and shall be filed in a separate grievance folder. No person other than the parties in interest, their representatives and the District's supervisors or administrative staff shall have access to the separate grievance folder without the consent of the grievant.
e. **Forms** – Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution in order to facilitate operation of the grievance procedure.
f. **Privacy** – Except as otherwise provided by law, meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.
g. **Reprisals** – No reprisal shall be taken by the District or any member of the administration against any party in interest, any representative, any member of the Association, or any other

participant in the grievance procedure by reason of such participation. No reprisal shall be taken by the Association, its agents or members, or nonmembers represented by the Association against the School District Board of Directors, the District's administrators or any participant in the grievance procedure by reason of such participation.

h. **Alterations** – The chronology of appeal procedures may be altered if all parties in interest agree in writing.
i. **Investigation** – The parties agree to provide each other with relevant information to foster effective processing of grievances.

21.9 General

a. **Policy Grievance** — A policy grievance filed by the Union, as distinguished from a grievance filed by an individual employee, may be filed at Step III of the grievance procedure.
b. **Disciplinary Action** — Any permanent employee who institutes a grievance as a result of a disciplinary action will comply with the procedures as provided except that Step I shall be initiated at the level from which the disciplinary action was taken.

Article XIX — Separability of Provisions

22.0 Separability

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the District or the Union, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

* *

IN WITNESS WHEREOF, the Association and District have caused their signatories as listed below to sign this Agreement:

Mapleton Association of Classified Employees, OEA/NEA:

Chair, Negotiating Team

9/12/18
Date

Mapleton School District #32
Lane County:

School Board Chair

9/17/18
Date

Jodi O'Mara
Superintendent

9/13/18
Date

Column 1	Entry (1 -2 years)
Column 2	Journeyman (3 - 5 years)
Column 3	Longevity (6 - 10 years)
Column 4	Longevity Plus (11 - 15 years)
Column 5	Longevity Advanced (16+ years)

Appendix A–1

2018-19	1	2	3	4	5
Bus Driver	$21.39	$21.97	$22.54	$22.92	$23.33
Head Cook	$18.40	$19.38	$20.38	$21.40	$21.78
Cook	$14.49	$15.87	$16.41	$16.85	$17.24
Custodian	$21.01	$21.39	$21.98	$22.38	$22.66
Educational Assistant	$16.13	$16.58	$17.10	$17.53	$17.90

Appendix A–2

2019-20	1	2	3	4	5
Bus Driver	$22.03	$22.63	$23.22	$23.61	$24.03
Head Cook	$18.95	$19.96	$20.99	$22.04	$22.43
Cook	$14.92	$16.35	$16.90	$17.36	$17.76
Custodian	$21.64	$22.03	$22.64	$23.05	$23.34
Educational Assistant	$16.61	$17.08	$17.61	$18.06	$18.44

Memorandum of Understanding

The Mapleton Association of Classified Employees (hereafter the "MACE"), the Mapleton School District #32 (hereafter "District") as a result of the Janus Decision agree that Article 6, Sections 6 and 7 (6.6 and 6.7) are removed and to modify Article 6 as follows:

Add to 6.4 as new 1.

1. **Processing OEA/NEA/MEA Dues Deductions**
   Dues deductions shall be made monthly in an amount equal to one-eleventh (1/11) of annual dues, commencing with the month of October and continuing through the July pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.

2. The District agrees to provide the names, assignment, salary placement, and the contact information for any bargaining unit member within ten (10) days of hire.

3. **Remittance of Dues Checks**
   a. **Data to OEA**
      Within ten (10) days after each pay period, the District shall send the Association an Excel-compatible register of the NEA/OEA/MACE dues, including voluntary Association contributions, deducted from each member's paycheck.

   b. **Payment to OEA**
      Within ten (10) days after each pay period, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.

   c. **Payment to MACE**
      MEA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the MACE Treasurer.

Replaces existing 6.4

4. **Indemnification**
   The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

6.5 Information

a. Employee List

Each month, the District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, FTE, classification or title, PERS classification, worksite, and position on the salary schedule.

b. Change in Employment Status

The District shall promptly notify the MACE President whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off or resigns.

The parties agree the following applies to this Agreement but will not become part of Article 4.

1. The parties agree that all provisions of the collective bargaining agreement not modified by the Memorandum of Understanding will remain in full force and effect.

2. The parties agree that this Memorandum shall not be used as evidence of past practice or as an argument for precedence in the future.

Effective this eleventh day of September 2018.

For the MACE

Susan Anderson, UniServ Consultant

For the District

Jodi O'Mara, Superintendent