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STATE EMPLOYMENT
P.L.A.B. 2008

2008

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

MAYFIELD BOARD OF EDUCATION

AND THE

MAYFIELD ASSOCIATION
OF SUPPORT PERSONNEL
(M.A.S.P.)

07/01/2008 THRU 06/30/2012

I. RECOGNITION

- A. This Agreement is made and entered into by and between the Mayfield Board of Education, hereinafter referred to as the "Board", and the Mayfield Association of Support Personnel, hereinafter referred to as M.A.S.P. affiliated with the North Eastern Ohio Education Association, Ohio Education Association, and National Education Association.
- B. The Board recognizes M.A.S.P. as exclusive representative for all Maintenance, Custodial and Transportation Employees of the Mayfield Schools, both full and part time, excluding Supervisory and Managerial personnel, in all matters pertaining to salaries, hours, working conditions and fringe benefits.
- C. The membership of M.A.S.P. recognizes that the Board retains full statutory authority to manage the Mayfield City Schools and to direct all maintenance, custodial and transportation employees, except as otherwise provided in this Agreement.

II. PROCEDURES

A. No Strike Provision

During the term of this Agreement, or any extension(s) thereof, there will be no strike or picketing, work stoppage or slowdown, or concerted failure to report to work, or loss of workdays for any unauthorized reasons. Any employee responsible for participating in a breach of this provision is subject to disciplinary action.

B. State Statues

This Agreement is subject to all existing statutes of the State of Ohio by which both parties agree to abide. Any provisions in this Agreement determined to be in conflict with any statute of the State of Ohio by any court of competent, final jurisdiction, shall be null and void and of no further force and affect.

- C. Either the Board or M.A.S.P. may request the use of interest based bargaining as an alternative method to reach a successor agreement. If both parties agree, the interest based process will be utilized.

III. DEFINITIONS

- A. Employee – Shall refer to all members of the bargaining unit as identified in Article IB, RECOGNITION.

B. Full-time Employee

1. Full-time employee – 260 days over a 12-month period.
2. 11-month employee – 230 days over an 11-month period.

- C. Days – Shall mean calendar days, excluding Saturday, Sunday, the holidays specified in Article XII, FRINGE BENEFITS, I Section (1) and (2) of this Agreement, and days when Mayfield Schools are closed for religious holidays.
- D. Per Diem – The employee’s daily rate of pay shall be determined by dividing the employee’s salary from the current salary schedule, included in this Agreement, by the number of contract days.
- E. Party(ies) – Refers to the Board and/or M.A.S.P.
- F. Collective Bargaining Agreement – Refers to this negotiated Agreement between the Board and M.A.S.P.
- G. School Year – Shall mean July 1 through June 30.
- H. School Contract Year – Shall mean the number of days the employee is scheduled to work July 1 through June 30.
- I. Immediate Supervisor – Shall mean the lowest level administrator to whom the employee reports.
- J. Seniority

Shall be determined by the total consecutive years of employment as an employee in this District in a bargaining unit position. Leaves of absence, with the exception of FMLA, shall not be counted toward seniority nor shall they be considered an interruption in consecutive employment in determining years of consecutive service. Employees who work less than full time shall earn seniority on a proportionate basis (i.e., an employee who has worked two (2) consecutive years on a half-time basis shall be credited with one (1) year of seniority.)

In the event that employees have equal seniority, seniority will be determined by consideration of:

1. Consecutive years of service with the Mayfield Schools.
2. Length of previous interrupted service in Mayfield Schools.
3. If, after application of the foregoing, employees still have the same seniority, then seniority will be determined by (a) the date of the Board meeting at which the employee was hired; and then by (b) the date on which the employee submitted a completed job application.

- K. For salary schedule purposes, if an employee moves from an M.E.A.E.S.P. position to this bargaining unit, the employee will receive credit on the salary schedule for all years of service credited for salary purposes in the M.E.A.E.S.P. bargaining unit up to four (4) years.

- L. Temporary Position – A temporary position is a position which is expected to exist for sixty (60) or fewer days or a position to which an employee on leave has a right to return. Except as otherwise provided in this Agreement, temporary positions may be filled by a substitute. When a position ceases to be a temporary position, it must be posted and filled in accordance with this Agreement.

IV. FAIR SHARE AND M.A.S.P. SECURITY

- A. All employees who are covered by this Agreement who are not members of M.A.S.P., and who have been employed by the Board for sixty (60) days or more shall pay a fair share fee which shall be equal for all nonmembers and shall not exceed dues paid by members. Said fair share fee shall be paid by payroll deduction as provided in this provision.
- B. The Board shall deduct from the first pay of each month of each member of M.A.S.P. who has authorized such deductions any dues, initiation fees, and assessments M.A.S.P. may adopt. The Board shall deduct from the first pay of each month of each employee covered by this Agreement who is not a member of M.A.S.P. a fair share fee equal to the amount of dues, initiation fees and assessments required to be paid by members of M.A.S.P. The Board shall transmit to M.A.S.P. on the next working day or as soon as possible all monies withheld during the first pay of each month, along with an accounting as to the amount withheld from the pay of each employee; specifically identifying M.A.S.P. members and those employees paying a fair share fee.
- C. M.A.S.P. is and shall continue to be the only employee organization which shall have the exclusive right to have its dues withheld by the Board from the pay of employees in the bargaining unit it represents.
- D. It shall be the responsibility of M.A.S.P. to notify non-M.A.S.P. members of the bargaining unit the amount of the fair share fee, the breakdown of its use and the rebate application procedure.
- E. M.A.S.P. agrees to indemnify and hold harmless the Board from any action growing out of deductions made under this provision.

V. NEGOTIATING PROCEDURES

- A. The Board, through its designated representatives, shall meet with designated representatives of M.A.S.P. to negotiate in good faith.
- B. Not later than the second Monday of April of the year in which the Agreement expires, the parties agree to enter into negotiations for a successor agreement in accordance with the procedures set forth herein and in a good faith effort to reach agreement concerning wages, hours, and terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. Any agreement so negotiated will be reduced to writing and signed by the parties.

C. Prior to, or at the first negotiations meeting, the parties will exchange negotiations packages which shall include additions to, deletions from or revisions of the Agreement then in existence. Once packages are exchanged, no new matters shall be introduced for negotiations during the negotiations except as may be mutually agreed upon by both teams.

D. Negotiations meetings will be conducted according to the following guidelines.

1. All sessions will be limited in attendance to members of the negotiating teams. No other person or persons shall be present during the negotiations meeting unless mutually agreed upon by the members of both negotiating teams. Release time shall be provided for negotiations as reasonably necessary.
2. At the conclusion of each negotiations session, items tentatively agreed to by both negotiating teams shall be placed in writing and signed by the chief negotiator for each team.
3. Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement on the time and place for the continuation of the negotiations has been determined.
4. Either team may call for a caucus at any time.
5. The negotiation period shall not extend beyond June 30 unless extended by mutual agreement.
6. "Good Faith" involves coming to the negotiating table with the intention of negotiating. Good faith requires that the parties be willing to consider each others proposals. Good faith requires both parties to recognize negotiations as a shared process. The obligation to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of concessions.
7. During the course of the negotiations meetings, joint study committees may be created by mutual consent of the negotiating teams. Members of any study committee will be determined by members of the negotiating teams. The purpose and particular assignment shall be stated at the time the study committee is created as well as the time for a report of the findings. After the committee has made its study and submitted its report, the committee shall be dissolved.
8. In the event a decision cannot be reached, either team may call for a recess.

If, at the next meeting, an agreement has not yet been reached, the point(s) of disagreement shall be set aside and a time and date agreeable to all parties shall be established at which time another meeting will be held.
9. If, fifty (50) days before the expiration date of the existing Agreement, the parties are unable to reach an agreement, either party may request the Federal Mediation and Conciliation Service (FMCS) to intervene to provide mediation services. As an alternative, or if FMCS is unavailable, the parties may agree to utilize the services of

a private mediator on a split cost basis or they shall request a State Employment Relations Board (SERB) mediator.

10. Should mediation be unsuccessful in resolving the dispute, other steps for the resolution of the dispute may be entered into provided all such steps are mutually agreed upon by both parties.
11. When total agreement is reached through negotiations on all items, the tentative agreements shall be put in writing and submitted to M.A.S.P. for approval and then to the Board for approval. The parties agree to cooperate in the preparation of draft copies of the total agreement to be used in the ratification process. The costs of duplicating draft copies shall be paid by M.A.S.P. The cost of printing the ratified Agreement shall be paid by the Board. Following ratification by the M.A.S.P. and approval by the Board, the Board shall then adopt a resolution setting forth the agreement. The Agreement shall in no way be altered or amended by either party during the ratification process.
12. The Board agrees to make available, within a reasonable period of time, relevant existing information concerning financial resources and other data which is reasonably necessary to the teams in their formulation of proposals. In turn, M.A.S.P. shall furnish to the Board all existing pertinent information reasonably necessary to the Board in the formulation of its proposals.

The Board and M.A.S.P. may charge each other for the cost of copying.

13. "Professional negotiations" means conferring, discussing and negotiating in good faith by the Board through its designated representatives and the designated representatives of M.A.S.P. in an effort to reach agreement with respect to salaries, working conditions, fringe benefits and other items of mutual agreement, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

VI. GRIEVANCE PROCEDURE

A. Purpose of the Committee

The Grievance Committee shall be known as the Professional Rights and Responsibilities Committee, hereinafter referred to as the P.R. & R. Committee.

It shall be the purpose of the P.R. & R. Committee of M.A.S.P. to act as a liaison agent representing the employees to the administration and the administration to the employees. The function of the P.R. & R. Committee is to resolve any problem, complaint or dispute registered by an employee or group of employees represented by M.A.S.P. as defined in Article I, RECOGNITION of this Agreement.

B. Definitions:

1. Grievance - An alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement.
2. Grievant – The person or persons filing the grievance or the P.R. & R. Committee of M.A.S.P..
3. “Party-in-interest” – The person or persons making the claim including their designated representative as provided for herein, and any person(s) who might be required to take action or against whom action might be taken in order to resolve the grievance.

C. Stipulations

1. An employee may appear on his/her own behalf or be represented at all stages of the grievance procedure by a grievance representative selected by the P.R. & R. Committee of M.A.S.P. If the employee chooses not to be represented by M.A.S.P., a representative selected by the P.R. & R. Committee of M.A.S.P. shall have the right to be present and to represent M.A.S.P. at all stages of the grievance procedure. However, at the Informal and Step One of this procedure, this shall not prevent any aggrieved employee(s) from presenting a grievance and having it adjusted without intervention or representation by M.A.S.P. If this occurs, M.A.S.P. may appeal a Step One decision to the Superintendent in accordance with Step Two of this grievance procedure.
2. The grievant, M.A.S.P. , its officers, members of the P. R. & R. Committee and witnesses in grievance hearings shall not be placed in jeopardy or be the subject for reprisal or recrimination for participation in the grievance procedure. The fact that an employee files a grievance shall not be used in the transfer, assignment or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment.
3. Grievance records shall be kept in the Central Office but separate from the individual personnel records.
4. A Grievant may withdraw his/her grievance at any time by written request but once withdrawn the grievance may not be reopened.
5. Grievance report forms shall be made a part of this Agreement and shall be available from the building representative.

The grievance report form shall be submitted to the immediate supervisor by the grievant at the beginning of Step Two in the grievance procedure.

6. The administration and the P.R. & R. Committee will cooperate in providing necessary and relevant information relating to any grievance.

7. If a grievance affects a group or class of employees involving more than one school building or a decision by an administrator above the level of immediate supervisor the P.R. & R. Committee may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Step Two. The grievance must be presented to the Superintendent within thirty (30) days after the grievant knew, or should have known, of the act or conditions upon which the grievance is based.
8. Expedited Arbitration: With agreement of both parties, Expedited Arbitration may be employed under the rules and regulations of the American Arbitration Association in lieu of Step Two.
9. Potential issues shall not be grieved unless a specific fact situation occurs which impacts on one or more employees or M.A.S.P.

D. The Procedure

The main idea is to reach an equitable solution in the shortest time at the lowest administrative level possible.

Informal (Optional) – If an employee believes there is a basis for a grievance, the employee may discuss the matter with the immediate supervisor in an effort to resolve the problem informally; however, this informal meeting shall not lengthen the 30 day timeframe mandated by Step One.

Step 1 – If the grievance is not resolved informally, the grievant is to present the grievance in writing to the immediate supervisor within thirty (30) days after the grievant knew, or should have known, of the act or conditions upon which the grievance is based. A written decision is to be rendered by the principal within five (5) days of the presentation of the grievance form.

If either the immediate supervisor/designee or the grievant/representative requests, a meeting shall be held at a time and place convenient to all parties-in-interest for the purpose of resolving the grievance. If an informal meeting has not been held, the Step One meeting must be held. If a meeting is held, a decision shall be rendered within five (5) days of the meeting rather than five (5) days of receipt of grievance by immediate supervisor. The grievance shall specify the provision(s) of the Agreement allegedly violated and state the nature of the grievance.

Step 2 – If the grievance is not resolved at Step One, the grievance form is to be presented to the Superintendent within five (5) days after receipt of the answer under Step One. The Superintendent or his designee will, within ten (10) days, arrange a meeting at which each party shall present its position and consider the position of the other party. The Superintendent or his/her designee will render a written decision within five (5) days of the meeting.

If a grievance affects a group of employees involving more than one school building or a decision by an administrator above the level of immediate supervisor, the P.R. & R. Committee may initiate and submit such grievance in writing to the Superintendent

directly and the processing of such grievance will be commenced at Step Two. The grievance must be presented to the Superintendent within thirty (30) days after the grievant knew, or should have known, of the act or conditions upon which the grievance is based. The Superintendent or his designee will arrange a meeting within ten (10) days of receipt of the grievance at which each party shall present its position and consider the position of the other party. The Superintendent or his designee will render a written decision within five (5) days of the meeting.

Step 3 – If the grievance is not resolved at Step Two, the grievant may advance the grievance to arbitration, provided a written request to advance to arbitration is made within twenty (20) days of receiving the written Step Two decision and provided M.A.S.P. concurs with advancing the grievance to arbitration. Unless the parties mutually agree to the selection of an arbitrator during the 20 days, the request shall be made to the American Arbitration Association and the selection shall be in accordance with the rules of the American Arbitration Association, using the ranking method of selection from a list of fifteen (15) potential arbitrators. The arbitration hearing shall be conducted in accordance with the rules and regulations of the American Arbitration Association, except as provided in E5 below.

Final resolution shall be rendered as soon as possible by the arbitrator and that decision shall be binding on both the Board and the grievant. The cost of arbitration shall be borne equally between the Board and the grievant. The arbitrator shall have no authority to add to, subtract from, or modify, change, or alter, any of the provisions of the Collective Bargaining Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented.

E. Time Limits

1. The time limitations set forth herein for the submission and processing of a grievance shall be deemed to be of the essence, and the failure to submit a grievance within the time specified shall be deemed an abandonment of that grievance; however, the time limits may be extended by mutual agreement.
2. The appropriate administrator, or designee, shall respond in writing to each grievance. If the written response from the administrator (Superintendent/designee or immediate supervisor/designee) is not furnished the grievant/representative within the time limits specified in this procedure for the reply, the grievant shall have the right to advance the grievance to the next level and shall suffer no penalty for not meeting the deadlines.
3. All notices concerning grievance hearings, dispositions or withdrawal requests shall be delivered in the most expedient and reliable manner to the P.R. & R. Chairperson and/or grievant. A receipt showing the date and time of delivery shall be signed and returned to the sender. Time limits shall apply from the first day following the date of receipt.
4. Following the last scheduled workday for employees, days shall mean weekdays exclusive of recognized holidays for purposes of Section E of this grievance procedure.

5. The grievant(s) and employees who are witnesses shall be excused from work one (1) hour prior to the commencement of the arbitration hearings with no loss of pay, benefits or emoluments. Witnesses shall return to work as soon as possible following completion of their testimony. No other time off will be allowed for the purpose of arbitrations.

GRIEVANCE NUMBER _____

F. GRIEVANCE FORM

In order for a grievance to be valid, the grievant and his/her representative must sign it (unless they are one in the same).

Name of Grievant _____

Building _____ Assignment _____

Date of Optional Informal Meeting _____

Date of Filing at Step 1 _____

Date of Step 1 Meeting _____

Date of Filing at Step 2 _____

Date of Step 2 Meeting _____

Date of Filing at Step 3 (Arbitration) _____

Signature of Representative _____

State the grievance in clear and concise terms, specifying provision(s) of the Agreement allegedly violated.

Statement of Grievance _____

Relief Sought _____

Signature of Grievant _____

Date _____

Signature of Principal/Immediate Supervisor/Superintendent/Designee

Date _____

G. GRIEVANCE DISPOSITION

To: _____ Date: _____
(Name of Grievant)

This is to inform you that your grievance filed on _____
(Date)

at Step _____ was disposed of as follows: (The response must include the reason;
therefore, must be stated in clear and concise terms, and must include a response to
each of the specific provision(s) of the Agreement allegedly violated.)

Date of Hearing: _____

Participants in Hearing:

Principal/Immediate Supervisor/Superintendent/Designee
Signature

Date

Grievant/Representative Signature

Date

VII. PAYROLL PRACTICES

A. Payroll Schedule

Employees shall be paid in twenty-four (24) equal installments on the fifteenth and the last day of each month. In the event that the fifteenth or the last day of the month is a Saturday, Sunday or holiday, employees shall be paid on the workday immediately preceding the fifteenth or the last day of the month.

B. Payroll Deductions

Payroll deductions shall be those mandated by federal, state or local laws plus those authorized by the employee as follows:

1. Retirement
2. Income Taxes
3. Health Care Coverage
4. Health and Accident Insurance
5. Credit Union
6. Life Insurance
7. Dental
8. Vision
9. Tax Sheltered Annuities

Employees may elect to purchase tax sheltered annuities through payroll deduction. Companies who wish to enroll employees must have at least five (5) employees participating in their program before payroll deduction will be granted.

10. Professional Dues/Fees

Employees covered by this Agreement joining the membership of M.A.S.P., N.E.O.E.A., O.E.A. and the N.E.A. may have such dues withheld from their pay according to arrangements made with M.A.S.P. and the Treasurer's Office. Dues deduction shall begin the first payroll in September and shall continue through June in equal monthly installments. The Board shall withhold any dues/fees from the final paycheck of anyone leaving employment for any reason through the end of the month in which the employee is paid. Employees employed by the District after September 1 of any school year may have dues deducted in equal installments, upon submission of their membership form, from the remaining paychecks under the same payment schedule as other members.

11. United Way

12. Political Contributions

A group of five (5) or more employees may elect to contribute through payroll deduction to political organizations and parties and nonpartisan issues.

C. Final Payment

1. Termination of Employment: An employee whose employment is terminated for any reason or who takes an approved unpaid leave of absence may elect to receive any unpaid monies due, other than retirement monies, on the next regularly-scheduled pay date following the pay period in which the termination occurs, or elect to be paid according to the established schedule.
2. Death: The Board shall pay all monies due a deceased employee on the next pay date following the pay period in which the employee's death occurs. Such payment shall be made to the employee's spouse or, at the request of the employee, to a designated beneficiary. If there is no spouse, payment shall be made to the deceased's estate in accordance with the Ohio Revised Code.
3. Fringe Benefits Upon Final Payment: Fringe Benefits coverage shall cease as of the end of the month in which final salary payment is received.

D. School Employees Retirement System Pickup

The Board will pickup (assume and pay) contributions to the School Employees Retirement System (S.E.R.S.) on behalf of employees with the following terms and conditions:

1. The amount to be picked up and paid on behalf of each bargaining unit member shall be the total bargaining unit member's contribution as required in Section 3307.51 of the Ohio Revised Code. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
2. The Board shall compute and remit all applicable contributions to the S.E.R.S. based upon annual salary and/or earned compensation which includes the amount of pickup computed herein.
3. The pickup percentage shall apply uniformly to all members of the bargaining unit. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.
4. This pickup shall apply to all compensation including supplemental earnings.

E. Direct Deposit

The Board shall provide direct deposit of payroll. The net amount of the employee's pay shall be credited to the employee's personal account(s) on payday.

All new bargaining unit members will participate in the direct deposit of payroll.

Any employee currently not receiving direct deposit of payroll, that either loses, or fails to cash two (2) checks in a six (6) month period, shall be required to participate in direct deposit.

VIII. PART-TIME PAY

The Board shall pay part-time (12-1/2 hours or more per week) employees semi-monthly.

IX. OVERTIME PAY

A. Time and a half (1-1/2) shall be paid for all hours worked by any employee of record if:

1. Over eight (8) hours per day
2. Over forty (40) hours per week
3. On all paid holidays agreed to in Provision XII, Section I, overtime pay, shall be in addition to the holiday pay.
4. Paid leave days, holidays, and calamity days are considered as time worked for computation of overtime pay in the calendar week in which they fall.

B. In determining rotational lists for extra hours, only building employees will be eligible for placement, using district-wide seniority, not seniority at an individual site.

C. Compensatory Time

Compensatory time is available to bargaining unit members in certain circumstances. Particular information is contained in Board policy GDKA-R.

D. Calamity Days

An employee who is required to work on a calamity day shall have compensatory time or may elect to be paid at the appropriate rate. Compensatory time, if chosen, must be scheduled with the approval of the Supervisor.

X. PAY CALCULATION - SPECIAL

A. Reduced Classification

Any employee reduced in classification because of injury or health will retain his/her former rate of pay for one (1) year in the new classification.

B. Job Change – Promotion

When an employee changes from one job to another of a higher category, the employee is to be placed at the experience step in the new category which will give the employee a raise of at least \$400 per year. If the amount of \$400 is somewhere between steps, the individual shall be placed on the next highest step that will provide a raise of at least \$400.

C. Trades Work

Any head custodians who are currently placed on the salary schedule (as of July 1, 2005) of Assistant High School Head Mechanical by the Superintendent due to his capability of performing skilled trades work, in accordance with the language of Article X, PAY CALCULATION – SPECIAL, (C) TRADES WORK of the previous Collective Bargaining Agreement, will remain on the Assistant High School Head Mechanical salary schedule. No new employees will be eligible for this salary adjustment, effective July 1, 2005.

Day custodians who are qualified and are performing skilled trades work in the fields of electrical, plumbing or carpentry shall be paid at an additional rate of \$.50 per hour. The definition of skilled trades work and qualification requirements will be determined by administration. Placement of custodians according to this Provision will be done at the Superintendent's discretion.

XI. SEVERANCE PAY

- A. When a full-time employee retires under the provisions of the School Employees Retirement System and the employee's last five years of service have been in the Mayfield City Schools, the employee shall receive retirement severance pay consisting of 30% of accumulated sick leave times the employee's then current per diem to a maximum of sixty five (65) days. Such payment shall be based upon the employee's daily rate of pay at the time of retirement exclusive of supplemental pay or the employee's average daily rate of pay earned during the three (3) years immediately preceding the employee's retirement date exclusive of supplemental pay and overtime, whichever is greater.
- B. When a part-time employee retires under the provisions of the School Employees Retirement System and the employee's last five years of service have been in the Mayfield City Schools, the employee shall receive retirement severance pay prorated to the percentage of the employment contract. If the proration is already reflected in the daily rate of pay, no further proration is necessary.
- C. In addition to the above calculation, each employee shall receive an additional severance day for each year of perfect attendance where no personal, sick or "salary deduct days" were used.

D. When an employee meets the service requirement in Mayfield City Schools and is ineligible to participate in the School Employees Retirement System program because he/she is a retiree from a program which prohibits S.E.R.S. membership, said employee shall receive the same severance pay as those retiring, providing the employee qualifies under S.E.R.S. age and years of service criteria.

XII. FRINGE BENEFITS

A. Coordination of Benefits

All medical insurance plans shall include the "coordination of benefits" provision.

1. The Board shall provide the following fringe benefits, either single or family coverage, as selected by the employee. The Board will pay ninety percent (90%) of single or family coverage premiums.

2. Eligibility

All employees working 20 hours or more are eligible for benefits, with the Board/employee contribution towards payment of premiums as follows:

20 hours to under 24.5 hours
Board – 60% Employee – 40%

24.5 hours to under 27.5 hours
Board – 70% Employee – 30%

27.5 hours to under 32.5 hours
Board – 80% Employee – 20%

32.5 hours or more
Paragraph A (1) above

B. New Employees

New employees shall pay the full cost of the first month's medical insurance (comprehensive medical, prescription drug, dental and vision) premiums under either the single or family plans. For purposes of this Article only, new employees are defined as those within their first year of contracted employment.

C. Dental Insurance

Dental insurance shall be provided, according to the provisions of the Agreement and **as specified in Appendix A**, carrier to be selected by the Board, current coverage or its equivalent to be continued, specifications to be revised only by mutual agreement between the Board and M.A.S.P.

The dental coverage shall have a \$25 per person, \$50 per family per year deductible clause. The coverage shall be UCR. The carrier shall pay 100% for all diagnostic and preventative services (without any deductible). Coverage shall be coinsurance on a 60/40 basis for orthodontics (carrier pays 60%) and an 80/20 basis for all other procedures (carrier pays 80%) subject to the following maximum amounts:

1. Orthodontics - \$1,750 lifetime maximum per person.
2. All other procedures - \$3,000 per calendar year.

D. Comprehensive Medical

Hospitalization and Major Medical insurance, according to the provisions of this Agreement, current coverage **as specified in Appendix B** to include no lifetime maximum and the balance of current coverage or its equivalent to be continued, carrier to be selected by the Board according to lowest and best bid.

E. Prescription Drug Plan

Prescription drug insurance will be provided, according to the provisions of this Agreement, **as specified in Appendix C**. Carrier to be selected by the Board according to lowest and best bid.

F. Vision Insurance

Vision insurance shall be provided which meets the following specifications **as specified in Appendix D**, carrier to be selected by the Board.

1. Deductible amounts: The plan shall provide the payment of benefits with a deductible: \$7.50 on examinations and \$12.50 on lenses.
2. The plan shall provide for vision examinations once every twelve (12) months, lenses whenever the prescription changes but at least once every twenty-four (24) months and frames every twenty-four (24) months.
3. Eligible expenses: The plan shall provide for the payment of the usual, customary, and reasonable charges for such items as:
 - a. Examinations; and
 - b. Materials – single vision, bifocal, trifocal, and lenticular lenses; frames; and contact lenses – either necessary or cosmetic.

G. Life Insurance

Coverage of \$50,000 shall be provided, according to the provisions of this Agreement, with a company as selected by the Board, one hundred percent (100%) Board paid.

All employees shall have an opportunity to purchase additional life insurance through payroll deduction, one hundred percent (100%) employee paid, provided the percentage participation requirement of the carrier is met.

Subject to approval of the carrier, an employee shall be allowed the right of conversion of the life insurance policy upon leaving Board employment.

H. Alternate Health Insurance

In lieu of any or all of the insurance coverage(s) provided above, an employee may choose to have the Board pay an amount equal to the employee's cost for participation in a qualified health maintenance organization **as specified in Appendix E** or the premium(s) for such coverage, whichever is lesser.

I. Comprehensive Wellness Initiative

Beginning in the 2008-09 school year, a voluntary employee wellness program will be implemented. The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual, encourage modifications of his or her health status, and enhance his or her personal well-being and productivity, with a goal of preventing injury and illness. An illustration of the program can be found in **Appendix F**.

The program will include the following provisions:

1. An annual voluntary on-site biometrics screening provided at no cost to the employee. The on-site screening shall provide (but not be limited in application to as determined by the Mayfield School District Healthcare Committee) confidential employee information in five (5) key wellness categories.
 1. Health risk assessment
 2. Non-smoker or participation in a smoking cessation program
 3. Low-density Li-protein (LDL)/High-density Li-protein (HDL) - Cholesterol
 4. (BMI) Body-Mass Index
 5. Blood Pressure
2. Effective January 1, 2009 – December 31, 2009, employees who voluntarily participate in the annual on-site biometric screening held in the fall of 2008 will be eligible to receive a \$20 insurance premium credit per month.
3. Effective January 1, 2010 – December 31, 2010, employees who voluntarily participate in the annual on-site biometric screening held in the fall of 2009 will be eligible to receive a \$20 insurance premium credit per month. Eligibility for

the \$20 insurance premium credit is not impacted by participation in this program during the 2009 calendar year.

4. Effective January 1, 2010 – December 31, 2010, employees who voluntarily participate in the annual on-site biometric screening will also have the opportunity to earn Deductible Credits. Deductible Credits are defined as discounted units to be applied directly against the major medical plan deductible. Each credit shall be worth \$80 for single enrollees and \$160 for family enrollees. All credits shall be applied against the top of the deductible (i.e., reducing the deductible from \$500 to \$420 per single). A maximum of five (5) credit units can be applied in any one calendar year period. Deductible Credits are non-transferable and are only applicable against claims incurred during the same calendar year.

Deductible credit shall be awarded for meeting the established biometric target or exceeding targeted improvement metrics from the prior year's results when applicable. Biometric targets and improvement metrics shall be established jointly by the Mayfield School District Healthcare Committee. Deductible credits for the 2010 calendar year shall be based on scores from the fall 2009 biometrics screening.

Employees unable to reasonably meet the healthcare committee's established improvement metrics or target score due to a physician's documented medical condition or chronic illness will receive the established deductible credit when deemed appropriate.

5. Effective January 1, 2011 and thereafter, employees who voluntarily participate in the annual on-site biometric screening held in the fall of 2010 will be eligible to receive a \$10 insurance premium credit per month. All other aspects of this program, including Deductible Credits as notated above shall continue unchanged. All employees are required to re-screen to earn deductible credits for the 2011 calendar year. Deductible Credits are non-transferable and are only applicable against claims incurred during the same calendar year.

J. Holidays

The Board shall include in this Agreement all holidays negotiated, including the following:

1. For Bus Drivers and Bus Monitors

Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday and Memorial Day.

On such instances when school is in session, drivers will perform their regular duties and be paid at the applicable rate in addition to the holiday pay.

2. For 12-month Employees

Labor Day, Thanksgiving Day, the Friday after Thanksgiving, December 24, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, and July 4.

On such instances when a holiday is a regularly scheduled school day (school is in session), a compensatory day shall be added to the employee's regular summer vacation schedule.

K. Vacations

The vacation schedule for 12-month employees represented by M.A.S.P. shall be as follows:

In order to be eligible for Vacation Leave, employees must be under contract to work for 240 or more days in a single classification in a contract year, defined as July 1st through June 30th.

Vacation Leave is earned, based upon completion of contract years, as listed below:

First year partial (employment date to June 30 th)	pro rata up to 10 days
One through five years	10 days
Six years through 10 years	15 days
11 years through 19 years	20 days
20 years	21 days
21 years	22 days
22 years	23 days
23 years	24 days
24 years and all years after 24	25 days

**Examples of Pro rata:

1. employee works 120 days in first year earns as follows:
240 divided by 120 days equals ½ or 50% of eligible vacation days. 50% of eligible days (10) equals 5 vacation days for employee.
2. employee works two (2) eight (8) hour shifts or sixteen (16) hours per week is eligible for 16/40 times 10 days = 4 vacation days of eight (8) hours each per year.

An employee may carryover a maximum of five (5) unused vacation days from one contract year to the next, provided prior written approval of the Director of Personnel is obtained by June 30th.

Vacation approval may be withheld for demonstrable operational reasons only and providing a suitable substitute cannot reasonably satisfy the operational needs. Employees in first or second year of employment will be eligible to take Vacation Leave, as it is earned, upon prior approval from both the designated supervisor and Director of Personnel.

Other employees may be authorized to take Vacation Leave, as it is earned, upon prior approval from both the designated supervisor and Director of Personnel.

Vacation leave shall not be charged for absences on days when the school is closed for a calamity day and the employee applies to use vacation leave if the duration of absence is fewer than four (4) consecutive workdays.

Bargaining unit members are not eligible to take vacation leave during Board of Education approved unpaid leave(s) of absence. In the event that a bargaining unit member's unpaid leave extends to a successor school year, all unused vacation leave will carry over into the successor school year.

L. Employee Assistance Program and Work/Life Program

The District provides an Employee Assistance Program in which employees can receive professional counseling, guidance and crisis intervention for personal and work-related problems. The program is also a source of information and referrals for issues concerning daily life. It is a completely confidential and voluntary program and is open to all employees and family members residing in the employee's home. All costs incurred shall be paid by the administration.

M. Flexible Spending Account Plan

1. Health and Child Care

Employees are eligible to participate in the Flexible Spending Account (FSA) plan for out-of-pocket health and child care expenses. The plan allows employees, through payroll deductions, to set aside monies on a pretax basis (prior to taxing for federal, state and local taxes) to pay for approved expenses, i.e. deductibles, co-payments.

2. Section 125

Employees enrolled in the district's health plans (comprehensive medical, prescription drug, dental and vision) will automatically have their monthly payroll deduction for the employees share of the premium taken prior to taxing for federal, state and local tax purposes.

XIII. GROUP INSURANCE COVERAGE WHILE ON UNPAID LEAVE OF ABSENCE

An employee who is on unpaid leave of absence for reasons of injury or illness shall have his/her insurance premiums paid by the Board for a period of two months commencing with the first day of the month following the effective date the unpaid leave begins.

XIV. LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave shall be provided in compliance with O.R.C. Section 3319.141 except as specifically modified herein.
2. Unused sick leave shall be cumulative up to three hundred (300) days.

Use of sick leave for salaried employees shall be prorated in one-quarter (1/4) day increments for less than the full contracted day used.

3. Employees without accumulated sick leave shall be advanced five (5) days sick leave at the time of their initial contract. Additional sick leave shall not accrue beyond five (5) days until the fifth month of the contract.
4. Abuse of sick leave may be considered just cause for dismissal from service.
5. For purposes of illness or injury "immediate family" includes minor or dependent children, spouse or parents. "Immediate family" will be extended to include relatives other than the above if they are dependent for care upon the staff member and no closer relative may be reasonably expected to perform this care.

For purposes of death "immediate family" shall include the employee's spouse, child, mother, father, mother-in-law, father-in-law, sister or brother, grandchild, grandparents, sister-in-law, brother-in-law, daughter-in-law, son-in-law, niece, nephew, aunt and uncle.

6. Sick leave may be used for absence in case of death of relatives subject to the provisions of O.R.C. Section 3319.141.
7. Sick leave shall not be charged for absences on days when the school is closed for a calamity day and the employee applies to use sick leave if the duration of absence is less than twenty (20) consecutive workdays.
8. If an employee exhausts sick leave but has not qualified for disability retirement benefits, other employees may donate up to two (2) days per year from their own sick leave accumulation to be credited to the sick leave bank. Donation of days shall occur each school year and employees who wish to be eligible to withdraw days must be donors. Donation of days shall be in writing. The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of three (3) employees appointed by the M.A.S.P. President. Application for use of days from the sick leave bank shall be made in writing. Days shall be awarded for catastrophic illness or injuries, including serious diseases such as heart disease, cancer, etc., but shall be used for the employee's illness or injury, not for illness or injury in the family or pregnancy except in the case of serious illness resulting from complications associated with the pregnancy. An employee who is eligible for disability benefits shall be obligated to apply and shall be ineligible for sick leave bank days as of the effective date of disability benefits. An employee may be

advanced up to seventy-five (75) sick days from the bank during the term of the Collective Bargaining Agreement, in accordance with the following:

- a. Up to forty-five (45) days in any one year of the Agreement.
- b. Up to fifteen (15) days in any other year of the Agreement that forty-five days were not taken.
- c. An employee must be on active status in order to be eligible to apply for sick leave from the sick leave bank.

At any time the bank falls below one hundred (100) days, resubmission of additional days may occur.

Sick leave donations and sick leave usage from the bank will be credited or used in days or hours as appropriate for the individual employee.

9. Sick Leave Reporting

Accumulated sick leave shall be reported annually to all employees.

10. Sick Leave for Pregnancy and Delivery or Adoption

Employees are expected to inform the Board of their pregnancy and anticipated due date as early as possible but no later than eight weeks prior to their delivery date. Notification should include a statement from the physician confirming the anticipated delivery date and a statement of the employee's tentative plans for leave. The employee is also expected to notify the Personnel Office of the actual date of birth within seven (7) days of the birth.

Accumulated sick leave may be used for pregnancy and delivery of a child or, in the case of adoption, the placement of a child with the following guidelines:

- a. Accumulated sick leave for pregnancy shall be granted, upon request of the female employee, beginning three (3) weeks prior to expected delivery and for nine (9) weeks following delivery. Sick leave for pregnancy and delivery shall be granted for longer periods upon certification by the attending physician that the female employee is unable to perform regular duties.
- b. Accumulated sick leave shall be granted upon request of the male employee for five (5) days upon the birth of his child. Additional sick leave shall be granted upon certification by the relevant physician.
- c. MASP and the Mayfield Board of Education specifically agree that utilization of accumulated sick leave is authorized, upon request of a Bargaining Unit Member for the purpose of adoption. Sick leave for adoption shall be granted from accumulated sick leave, upon request of the employee, beginning one (1) week prior to adoption date and for one (1) week following the adoption date for a child age 0 through 18 months.

B. Unpaid Parental Leave

Unpaid parental leave will be granted at the request of the employee for the purpose of child rearing after the birth of a child or a placement of an adopted child. The following procedures shall guide the use of unpaid parental leave:

1. A letter requesting unpaid parental leave shall be submitted to the Director of Personnel within three (3) weeks of the birth of the child or, in the case of adoption, placement of the child. The letter must include:
 - a. Name, Position/School Building
 - b. Date Unpaid Parental Leave shall commence
 - c. Date that Employee shall return to the classroom
2. The length of the unpaid parental leave shall be at the discretion of the employee with the following options:
 - a. the remainder of any nine (9) week grading period;
 - b. the remainder of the semester; or
 - c. the remainder of the school contract yearin which the delivery of a baby or adoption of a child eighteen (18) years of age or younger occurs.
3. An employee on unpaid parental leave must notify the Director of Personnel of their intent for the following school year by April 1 unless the birth of the baby or the adoption occurs subsequent to March 15, in which case the employee shall have one (1) month from the date of the birth to notify the Director of Personnel of his/her intentions for the upcoming school year. The options available to the Employee include:
 - a. The employee may return to work and shall resume his/her contract status and shall be returned to a position of equivalent pay and equivalent duties, providing the procedures contained herein have been met.
 - b. The employee may request additional unpaid parental leave for the following school year.
 - c. If notification is not received by the date required, it will be deemed an abandonment of position and contractual rights.
4. Once an unpaid parental leave has been requested and approved, it can only be amended when the employee has a life-changing, qualifying event (i.e. change of

job status and/or benefits of spouse, divorce, death, etc.) A minimum of four (4) weeks written notice must be provided to the Director of Personnel.

5. If the employee granted leave is on a limited contract, provisions of such contract will apply in reference to non-renewal and notification dates. The provision of this Agreement entitled "Reduction in Force" shall apply.
6. Family and Medical Leave (FMLA) shall run concurrently with paid and unpaid parental leave (see Article XXIV (I), FAMILY AND MEDICAL LEAVE) which includes vacation and break times.
7. Employees on unpaid parental leave shall not accumulate seniority once the 12 weeks of Family and Medical Leave has expired.

C. Personal Leave

1. Personal leave will be granted on the basis of employee certification according to the following procedure:

Pay for Personal Leave due to situations of a personal nature over which the employee has no control shall be granted to a maximum of three (3) days per school year. Where practical, application for paid personal leave shall be made at least three (3) school days prior to the leave day, except in emergency situations. Applications for Personal Leave shall be made to the Director of Personnel on forms so provided. In the event that the Administrator determines that the personal leave day is not in compliance with this provision, the day will be considered an unpaid absence and a per diem deduction will be made accordingly from the employee's salary. These days are not accumulated from year to year, nor may they be deducted from Sick Leave.

2. The following are valid reasons for which the use of Personal Leave shall be granted:
 - a. Funeral for persons not covered by sick leave.
 - b. Mandatory court appearances.
 - c. Day of marriage of self, child or parent.
 - d. Graduation exercises of self, child, spouse, or parent.
 - e. Necessary legal or business matters which cannot be performed after school hours, on weekends, or during vacation periods.
 - f. Travel conditions which make it impossible for the employee to report as assigned.
 - g. First day of departure of an employee's child or initial induction into military service.

- h. Official audit by United States Internal Revenue.
- i. House or dwelling of employee damaged by fire, flood, or severe accident.
- j. Proceedings for the adoption of a child by the employee.
- k. Repair of damaged major appliance which would create hazardous conditions to the employee's dwelling if left unattended.
- l. Urgent or unusual family obligations, not covered by sick leave (family defined as husband, wife, child, father, mother, brother, sister, or any who stand in the same relationship), such as weddings, graduations, traditional religious ceremonies, traditional religious holidays, or other matters over which the employee has no control.

3. Limitations and Exceptions

- a. Personal leave on days preceding or following a vacation, holiday, or opening or closing of school shall be avoided whenever possible. When an emergency situation beyond the control of the employee necessitates the use of personal leave on one of these days, the employee shall provide, in addition to the PERSONAL LEAVE FORM, sufficient information to substantiate that the day is beyond the employee's control.
 - b. The following are examples of reasons which are not valid for the use of paid personal leave of absence:
 - (1) Gainful employment.
 - (2) Recreation or vacation.
 - (3) Accompanying spouse on business trip.
 - (4) Family reunion.
 - (5) Any other reason which does not comply with these established guidelines.
4. Falsification of the reasons for requesting personal leave shall be grounds for discipline, including discharge.
5. For purpose of the grievance procedure, time limits shall be calculated from the date the teacher receives the pay check from which the deduction has been made.
6. Personal Leave shall not be charged for absences on days when the school is closed for a calamity day and the employee applied to use personal leave.

7. Unused personal leave will be carried over at the end of each school year by converting them to sick leave in the following manor:

1 day unused personal leave = one-quarter (1/4) day of sick leave
2 days unused personal leave = one-half (1/2) day of sick leave
3 days unused personal leave = one (1) day of sick leave

Credit of days will be in days or hours as appropriate for the individual employee.

D. Assault Leave

1. If, as a result of job related activities, an employee is assaulted, resulting in physical injury to the employee which is severe enough to preclude the satisfactory performance of regular duties, the employee shall be granted leave for the period of incapacitation, except that the length of the leave shall be limited to twelve (12) months duration. The twelve (12) months duration shall commence with the first day of assault leave. In the case of injury or visible disfigurement, which causes embarrassment to the employee, assault leave shall be limited to five (5) days. Assault is defined as the intentional, knowing, or reckless causation of physical harm to the employee by any other person. This Article is also intended to apply to injuries suffered by the employee during the course, or as a result, of an assault upon third person(s).
2. The employee shall not qualify for assault leave except upon submission of an application on a form justifying the granting of assault leave. If medical attention is required, the employee shall furnish a certificate from the attending physician stating the nature of the disability and its expected duration.
3. Payment of assault leave shall be at the regular rate of pay (employee's regular pay plus any extra duty, supplemental pay) in effect for such employee at the time of such assault, less any compensation to which the employee is entitled under the Workers' Compensation Act of Ohio.
4. An employee who has been assaulted in connection with the performance of a professional assignment of this Board shall notify the supervisor. The employee shall have the right to confer with a representative of the employee's choice prior to the submission of any report. The employee shall file a written report and the report shall be signed by the employee or his/her representative.
5. The supervisor or designated representative shall attempt to obtain a list of witnesses to said assault. The supervisor shall then attempt to obtain a written statement of the observations of each witness. These statements shall be made available to the employee or his/her representative, the Superintendent and the principal.
6. If court action results, said employee shall be granted leave of his/her duties with no loss of pay for necessary time in court.

7. An employee temporarily disabled as a result of an assault shall be returned to the same position as held at the time of the incident if during the same school year or a position of equivalent pay and equivalent duties if the return is during the next school year, or shall be transferred to the first available position carrying equivalent pay and equivalent professional duties for which the employee is qualified, if the employee so desires.

E. School Related Leave

1. An employee who is required by the Board or by subpoena to be absent regarding matters directly related to the employee's work assignment and/or work related responsibilities shall be granted paid leave.
2. This provision applies to either a scheduled day or nonscheduled day if the appearance is at the request of the Board. If the appearance is on a nonscheduled day and at the request of the Board, the employee shall be paid his/her per diem rate of pay, or portion thereof, with a half day minimum.

F. Family and Medical Leave (twelve-week (12) leave)

1. Employees who qualify, shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this Agreement, the twelve (12) weeks (in cases of a husband and wife both employed by the Board, the total amount of FMLA leave will be twelve (12) weeks for the couple for birth or placement of a child) of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.
2. Seniority rights and their accrual shall continue during the time an employee is on leave under FMLA.

- G. An employee on leave retains the right to return to the position vacated for the remainder of the semester during which the leave begins and for an additional semester. Furthermore, an employee on sick leave retains the right to return to the position vacated.

H. Salary Deduct Leave

All employees of the Mayfield City Schools have entered into a contractual agreement to work a designated number of days in exchange for a salary as determined by this negotiated Agreement. When an employee is unable to fulfill the requirements of his/her contract as to assigned workdays, some type of approved leave must be used to substantiate the absence.

Leave at salary deduct must be requested in writing to the Director of Personnel at least three school days in advance of the leave. Leave at salary deduct shall be granted according to the following formula as applied to years of experience in the district.

- 1 thru 7 years - 5 days
- 8 years and over - 10 days

Salary deduct leave may not be used for other employment.

An employee who is absent without approved leave shall be considered in violation of his/her contract and shall face disciplinary action up to and including dismissal.

XV. WORKER'S COMPENSATION

The Board and Association recognize that employees who suffer work related injuries should not lose certain contractual benefits as a result of such injury and while they are on an unpaid leave of absence. As a result, a bargaining unit member who is injured will not lose seniority credit during time on unpaid leave. Further, a bargaining unit member who is injured will continue to accrue eligible vacation leave during the first four months of an unpaid leave due to such injury.

XVI. CIVIL SERVICE WAIVER

Except as otherwise mandated by Chapter 4117 of the Ohio Revised Code, the jurisdiction of the Civil Service Commission under Chapter 124 of the Ohio Revised Code is specifically waived.

XVII. EMPLOYEE CONTRACTS

- A. All new employees shall serve a probationary period for the first ninety (90) calendar days of their employment, forty-five (45) calendar days of which shall be during the student school year and during which the employee must be in regular attendance. Regular attendance shall not be construed to restrict an employee's use of sick leave or personal leave in accordance with this Agreement. The Superintendent may discharge a probationary employee at any time during the probationary period without the need to establish proper cause, but a reason(s) will be provided. The employee shall not have recourse through the grievance procedure to challenge a discharge during the probationary period of employment.
- B. If the employee successfully completes the probationary period, the employee shall receive a contract which shall run from the end of the probationary period through June 30. Once an employee has completed this initial contract, if the employee is rehired, the employee shall be under contract for the next school contract year. At the completion of the full year contract if the employee is rehired, employment shall be continuous until the employee resigns or retires and the Board acts on the resignation or retirement, or the employee is terminated or laid off in accordance with the terms of this Agreement and has exhausted all recall rights.

- C. In the event a probationary employee is discharged, the employee shall receive a copy of the notice of discharge which shall state the reason(s) for the discharge. The M.A.S.P. President shall receive a copy of the notice of discharge but not the reason(s).
- D. Termination of an employee's contract is subject to the grievance procedure. Nonrenewals of contracts are not subject to appeal through the grievance procedure.

XVIII. DISCIPLINE AND DISCHARGE

- A. Notwithstanding Chapter 124 of the Ohio Revised Code, discipline, suspension and termination of employees shall be for just cause and governed by this Agreement. Employees are entitled to hold employment only during good behavior and efficient service.
- B. Reasons for suspension and termination of an employee are incompetence, inefficiency, dishonesty, drunkenness on the job, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of reasonable work rules, misfeasance, malfeasance and nonfeasance.
- C. Discipline shall be commensurate with the seriousness of the employee's conduct. If an employee poses a serious danger to persons or Board property, the Superintendent or designee may suspend an employee without pay for up to three (3) days pending a hearing. In all other cases, an employee shall not be suspended or terminated without being given written notice of the charges with available supporting data prior to a conference to give the employee an opportunity to challenge the reasons for the intended action.
- D. Discipline, suspensions and terminations may be appealed through the grievance procedure in this Agreement. Nonrenewals of contracts are not subject to appeal through the grievance procedure in Article VI, GRIEVANCE PROCEDURE except that an employee must be provided with ten (10) days' notice prior to Board action to nonrenew.
- E. An employee shall be entitled to ask for, and be accompanied by, a representative of the employee's choice at any conference relating to discipline. When such a request is made, the meeting shall be held at a time mutually agreeable to the parties included, however, not later than three (3) days following the employee's request for representation. All conferences for disciplinary purposes or reprimands shall be in private.

XX. PERFORMANCE

Assistance for Improvement

Where indications of unsatisfactory performance by the employee are available to the Administration, the Administration will give said employee a fair chance to improve his/her performance to a satisfactory level through early notification of deficiencies and recommendations for improvement.

XXI. WORKING CONDITIONS

A. Safety

It is the policy of the Board to provide safe and healthful working conditions for all employees. Items of concern will be submitted in writing and a reply will be forthcoming from the appropriate administrator within five (5) working days. Those requiring action, as approved by the Director of Personnel, will be implemented as soon as possible. Employees shall be notified whenever there is knowledge of infectious diseases within the employee's building.

B. Protective Gear

Rain jackets, rain pants, rubber boots and paper coveralls shall be available at each building. Any other gear reasonably necessary to do the job shall be made available upon advance request. In the event of a disagreement between the employee and the employee's immediate supervisor, the Business Manager/Director of Business Services shall make a determination of the necessity of the gear.

C. Safety Gear

Safety gear including, but not limited to, the following, will be provided to employees, as deemed appropriate for their work by the employee's immediate supervisor: general safety items (e.g. first aid kits, eye wash stations, safety reflective vests), eye protection devices (e.g. goggles, shields, welding masks), hearing protection devices (e.g. ear plugs, ear muffs), head protection gear (e.g. hard hats), chemical protection gear (e.g. gloves) and respiratory protection devices (e.g. respirators).

All safety gear shall be worn whenever deemed appropriate by the Business Manager/Director of Business Services or the employee's immediate supervisor.

D. Telephones

The custodian and his/her staff and other employees of this bargaining unit shall have use of Board telephones at all sites for school business and emergency use. All incoming calls to employees shall be relayed by the office staff as soon as possible.

E. Traffic – Custodial Area

Principals shall see that no pupils are permitted into the Custodial area except on official school business.

F. Ladders

Ladder work shall be assigned only when there are two (2) or more employees in the general location where a ladder is to be used, unless the ladder work involves scaling six (6) or fewer steps.

G. Designated Supervisor

Each employee shall have an immediate supervisor or designee to whom he/she shall be responsible for any assigned tasks.

H. Distribution of Workload

Workloads at each job site shall be distributed so that each employee at the site shall have a fair portion of the total work which is to be shared by the employees at the worksite.

In the event of a significant redistribution of workloads at any building due to a change in the number of employees on the shift, change in duties, technology or other valid reason, the following procedure shall be followed:

1. A meeting of all affected employees shall be held during the affected shift(s). Affected employees shall be designated by the administration. The meeting shall be attended by the employee's immediate supervisor. The M.A.S.P. President and/or designee may attend on his/her own time or M.A.S.P. released time.
2. All duties to be performed shall be identified and redistributed in a manner to provide equivalency among the employees' workloads. If the plan expands an employee(s) area, the plan may provide for the rotation of nonessential functions (i.e., washing windows monthly rather than weekly) or other such accommodation as a written component of the plan.
3. Between ten (10) and twenty (20) days, the group identified in (1) above shall meet, if either party desires, to consider and accommodate any necessary adjustments to the plan based upon actual experience. If no meeting is requested, or if no adjustments to the plan occur at this meeting, the plan shall be implemented.
4. A majority of employees on a shift may call for a review of the equitability of workloads by written notification to the immediate supervisor or the immediate supervisor may call for a review which may be done in accordance with these procedures.

I. Workweek and Shifts – Employees who perform Custodial Work

Each employee's hours shall be stipulated in the job posting notice and the employee's job description. Any change in hours for an employee shall not exceed a deviation of more than one (1) hour from the posted hours and shall, except by mutual agreement, be preceded by thirty (30) days notice to the affected employee and the M.A.S.P. President.

J. Maximum Hours

As position(s) become open for any reason, such position(s) may be restructured so that a maximum of eight (8) hours of regular work per day is attained.

K. Break Time - Custodial

All custodial employees shall be entitled to one fifteen (15) minute break period during every four (4) continuous hours of work. The break period will be taken ordinarily during the second or third hour of each four-hour period. The time of the break period shall be determined by the supervisor in charge according to the needs of the building.

L. Lunch

Employees who are scheduled to be on duty eight hours or more (exclusive of lunch) shall be entitled to a one-half hour lunch period free from duty and may leave the building during that lunch period. The building principal or designee shall schedule lunch periods for all employees covered by this item.

N. Traffic Control

In the event that the independent contractor(s) is unavailable for traffic direction, the assignment shall be filled as follows:

1. The job shall be offered on an overtime basis to off duty custodians, and, if none accept,
2. The job shall be rotated among custodial employees at the job site who are on duty.

Appropriate weather gear including coat, overalls and boots in a variety of appropriate sizes shall be made available for wet weather and the same for cold weather.

N. No employee may be assigned student supervision duties except that bus drivers shall be responsible for reasonable supervision of students on buses or during the process of loading or unloading buses.

XXII. HOURS – EXTRA

A. Substitution by Employees

1. When an employee is absent the Administration will make a determination whether a replacement will be provided or whether replacement time will be authorized to employees at a work site. If the Board provides a replacement, such replacement may be an employee hired, and assigned, for the purpose of replacing the absent employee. If replacement time is authorized to employees at the work site, such time, as determined by the Administration, with input from the Head Custodian, will be offered to an employee. In the event no onsite employee(s) are available, the Head Supervisor of Buildings and Grounds or the Night Supervisor shall determine if the work shall be performed and assign an employee.

2. When a Custodian Class I, II, or III is absent from the High School, the first three (3) days of absence will be covered by overtime with existing staff. The maximum overtime allowed in this situation will be six (6) hours of the regularly scheduled eight (8) hour position and can be divided amongst the staff. Example: Eight (8) hour position = six (6) hours overtime.
3. When a Custodian Class I, or II is absent from the Middle School or an Elementary School, the first day of the absence will be covered by overtime with the existing staff. The maximum overtime hours allowed in this situation will be four (4) hours of the regularly scheduled eight (8) hour position and can be divided amongst the staff. Example: Eight (8) hour position = Four (4) hours overtime.
4. When an employee substitutes for the head position, the substituting employee will be paid an additional fifty cents (\$.50) per hour for all hours worked.

B. Hours/Guarantee

Any custodial/maintenance employee who is required to report back to work after the close of his/her shift, or on a day that is not a regular workday, shall be guaranteed a minimum of 2 hours of work. Such employee would be required to remain on site for a minimum of one (1) hour. (Transportation employees see Article XXIX, TRANSPORTATION, F-4)

- C. The Board and Association agree that the utilization of volunteer services for athletic field maintenance will not result in the loss of hours or positions to the bargaining unit.

D. Remodeling/Repair

Whenever it is determined by the Administration that mechanical, repair, or remodeling work is required at a building, and the work must be performed outside of the regular school day or work hours of employees, then consideration shall be given to qualified Board maintenance and custodial employees to perform the work prior to the hiring of an outside contractor.

E. Building Checks

Building checks by head custodians will take place under the following conditions:

1. Two hours of work will be guaranteed for each building check.
2. The number of building checks will be determined by the Administration.
3. A building check checklist will be drawn up by the head custodian and followed at each building check.
4. The custodian will be on site for a minimum of 1-1/2 hours.

5. Saturday building checks will take place as part of regular building activities, if such are scheduled in the building. The custodian will receive two (2) hours or whatever time is spent supervising the building during outside activities, whichever is greater.
6. Sunday building checks will commence no earlier than 4:00 p.m.

XXIII. BULLETIN BOARD

Bulletin board space for M.A.S.P. postings will be made available in each building. An informational copy of any material posted shall be given to the supervisor or principal.

XXIV. JOB POSTING

- A. When the Administration determines that a vacancy exists in a position covered by this Agreement, either by creation of a new position or separation of an employee from the bargaining unit, such vacancy shall be announced and posted for bids within ten (10) days of such determination, subject to Paragraph B below. Such posting which shall remain posted for five (5) days using email and intranet, and shall include the date of the posting, the building and shift where the vacancy occurs and the person to whom bids are to be submitted. The parties acknowledge that the job location indicated on an individual posting may be changed.
- B. When feasible, vacancies which occur during the summer months will be filled temporarily and the posting done at the end of the vacation period. In the event that it is impractical to do so, the normal posting procedure will be followed with this addition:
 1. Employees who are not on duty, but wish to bid on job openings which occur over the summer vacation period shall leave on file with the Personnel Office two (2) self-addressed, stamped envelopes and notice of the position(s) on which they would wish to bid. The Personnel Office will mail the posting notice to the address provided by the employee.
 2. The M.A.S.P. President or designee will be notified of summer posting at the time of the posting by email and intranet.
 3. Once posted, a job shall be filled in accordance with the posting and the bidding procedures included in Article XXV, JOB BIDDING, D.
- C. Any employee interested in going from full-time to part-time employment shall so notify the Director of Personnel, in writing, before March 1st.
- D. Part-time employees interested in bus driving positions shall fill out the appropriate application and file it, along with the necessary credentials, in the office of the Director of Personnel.

- E. Vacancies involving lateral moves (same classification, and same number of hours) shall be filled within the building in accordance with Article XXV, JOB BIDDING, D. If the vacancy is not filled from within the building, it shall be filled from other employees who apply in accordance with Article XXV, JOB BIDDING, D or if no one applies, with a new employee.
- F. The successful bidder for a job vacancy shall be entitled to a probationary period of thirty (30) workdays. (The period may be extended or shortened by agreement of the employee, the Administration, and M.A.S.P.) The probationary period may be extended one time for no more than thirty (30) workdays. At the end of the probationary period, the bidder shall be returned to his/her former position or awarded the new position. The decision to return an employee to a former position at the end of the probationary period shall not be grievable. The employee may be returned to his prior position before the end of the probationary period by mutual agreement.

During the probationary period, the employee's former position may be filled by substitutes or in any other manner deemed appropriate by the Administration including leaving the position vacant.

XXV. JOB BIDDING

- A. The top three (3) most senior applicants submitting a bid for an open position shall be granted an interview providing all references pertaining to (D) Qualifications below are met.
- B. All openings, other than bus runs filled in accordance with Article XXIX, TRANSPORTATION, G, covered by this Agreement shall be filled from bids received except when there is no qualified bidder among those bidding.
- C. Part-time employees shall have service prorated and shall be eligible for the bidding procedure. If employed in a full-time position through this bidding procedure, such employee shall be placed on the step commensurate with his/her prorated experience. Experience will be granted according to hours worked compared to an eight-hour, 260 day work year. (172 to 260 days will constitute a year for salary purposes – no partial steps will be granted.)
- D. Qualifications will be determined by the administration and stated on the job posting. Qualifications will include the following:
 - 1. Necessary knowledge and ability to perform the work.
 - 2. Proper licensing as required by law.
 - 3. Factors of employment record, which may reasonably be expected to have direct bearing upon fitness for the position bid as identified in employee evaluations and personnel file.
 - 4. Any new employee who is performing under a 90-day probationary contract will be excluded from this bidding procedure unless approved by the Superintendent.

5. No employee may be promoted unless the last formal evaluation of that employee indicates that the employee's performance in the job was satisfactory and the employee possesses the qualifications, in accordance with the job description, for the position.
6. When two (2) or more candidates for a job vacancy have substantially equal qualifications, the candidate with the greatest seniority shall be the candidate selected.

XXVI. IN-SERVICE

- A. The Board will pay tuition and hourly rate for class attendance time to employees who satisfactorily complete in-service courses which have been identified as valuable to the system and approved in advance by the Business Manager/Director of Business Services. Such courses may include, but not be limited to, bus evacuation procedures, CPR and any other courses mandated by state or federal regulation. Employees wishing to take part in workshops or seminars related to their duties may, in accordance with Board policy, use the "Request to Attend Professional Meeting" form to seek approval.
- B. Once a year the Board will provide the opportunity for CPR training either on or off site tuition free to employees.
- C. With prior approval of the principal, no more than once a month the second shift employees will report to work 15 minutes early and leave work 15 minutes early to provide a common meeting time to facilitate communications. All assigned work is expected to be completed within the normal workday, necessitating no overtime. At the high school, the supervisor will coordinate with staff to ensure that all necessary coverage is provided and work completed.
- D. The Administration shall schedule in-service meetings for bus drivers as necessary.. Attendance to such required meetings shall be compensated in accordance with the employee's hourly pay rate. Such meetings shall be made a part of the regular workday for bus driver/custodians. The sessions will be scheduled between 9:00 a.m. and 2:00 p.m. when possible. These meetings are exclusive of the Saturday training sessions which shall also be compensated in accordance with the employee's hourly pay rate, if required. New employees completing the required eighteen (18) hours for the issuance of a Bus Driver's license shall be paid at the rate of \$6 pre hour and shall be paid upon the completion of one (1) year's satisfactory service as a driver with the Board.

XXVII. PERSONNEL FILES

- A. Employees shall have the right to review their personnel files on any regularly scheduled workday from 8:00 a.m. to 4:30 p.m. at a time when the employee is not scheduled to be working. The file shall be reviewed in the presence of an appropriate Central Office official.

B. Anything in the personnel file may be copied, using Central Office equipment, with the employee paying for the actual cost of making copies totaling more than thirty (30) pages. The above shall exclude confidential letters of recommendation and material placed in the file prior to appointment, providing the Board uniformly maintains that these documents are excludable as public records, and, if challenged, is successful in maintaining their excludability. The latter materials shall be placed in an envelope which shall be removed from the file by the appropriate Central Office official prior to a review by the employee.

C. Employees shall receive a copy of any material which is placed in the file, except the following:

1. Any document authored by the employee.
2. Any evaluation of the employee or official record, transcripts, license or certificates sent to the Board at the request of the employee.
3. Any signed letters or notices from the Board's administrative staff, which states that a copy of the document will be placed in the employee's personnel file.
4. Any document previously sent to the employee that is apparent on the face of the document that it will be placed in his/her personnel file.

Any individual may respond in writing to any material contained in the personnel file and have such response placed in the file. All material in the personnel file must be job-related.

D. Any materials, except all evaluation or appraisal materials, placed in an employee's personnel file may be grieved on the basis of accuracy, irrelevancy, untimeliness or incompleteness of such material. If the material is found to be inaccurate, irrelevant, untimely or incomplete, the material shall be corrected or removed from the employee's personnel file. No anonymous documents shall be placed in the personnel file. The file may be reviewed by a M.A.S.P. representative of the employee who has been authorized to do so in writing by the employee. Such review by such a representative of the employee shall be subject to all the conditions contained herein applicable to the employee, except such review by a representative who is not an employee of the District may be made between the hours of 8:30 a.m. and 4:30 p.m. on a regularly scheduled school day.

E. Employees shall be notified, if possible, twenty-four (24) hours prior to the release of any documents from the employee's personnel file to the public. The employee shall receive a copy of any such documents released, and the name of the person who received the documents. Upon the employee's request, the employee may be present at the time the documents are released, if the employee's presence does not interfere with the employee's work schedule.

XXVIII. PRIVATE VEHICLES

An employee shall not be required to use his/her own vehicle to transport Board material or perform Board assignments.

XXIX. TRANSPORTATION

A. Laws

The Administration shall make available for general distribution to all bus and/or van drivers copies of such Ohio State Laws and Regulations governing School Bus Operations and those local regulations of the Board which pertain to school bus operation, care and maintenance, for which operators are responsible.

B. Liability Coverage

Two copies of the liability coverage, limits and exceptions, as applied to bus operators shall be placed in the office of the Transportation Supervisor in the Bus Garage.

C. Accidents

The Board will notify the M.A.S.P. President as soon as possible following the Board's awareness that an accident has occurred, which shall not exceed two (2) workdays.

D. Communication

An administrator shall be accessible by telephone or radio between the hours of 5:30 a.m. and 5:00 p.m. on days when bus drivers are transporting students to or from public or nonpublic schools.

E. Bureau of Motor Vehicles Abstract Driver Record (CDL)

All drivers are responsible for correcting errors and/or omissions that are contained on Bureau of Motor Vehicles Abstract Driver Record, CDL endorsements and other official documents required for certification. All drivers will receive such official documents within two (2) working days of the date the Transportation Supervisor receives said document(s).

F. Hours

1. Bus drivers who drive morning or afternoon, but not both, will be guaranteed 2-1/2 hours of work on each of the morning or afternoon work periods. This provision applies to Bus Monitors, also.
2. Bus drivers who drive morning and afternoon will be guaranteed 2-1/2 hours of work for their morning work periods and 2 hours of work for their afternoon work periods. This provision applies to Bus Monitors, also.

3. Van and/or mini-bus drivers who have regularly assigned full-time trips shall receive the same driving time guarantee allowed regular (66-72-76) passenger bus drivers.
3. If a driver or bus monitor has completed his/her scheduled work assignment and has left the premises, such employee will receive a two-hour guarantee if called back. In this case, an employee would have to remain on duty for a minimum of one (1) hour. If the employee is offered an extra assignment while still on site, such employee will receive pay commensurate with the assignment.
4. Bus drivers and monitors shall have the option of receiving their guaranteed morning two and one-half (2-1/2) hours as follows:

6:15 a.m. – 8:45 a.m. or

6:30 a.m. – 9:00 a.m.

Drivers may make this selection one (1) time per year and may not change again unless driver bids on a different route that requires the 6:15 a.m. start as determined by the Transportation Supervisor. The driver must choose their hours before the start of the school year and must have their selection approved by the Transportation Supervisor. Any route extending past 8:45 a.m. will require a 6:30 a.m. punch-in unless otherwise approved by the Transportation Supervisor.

6. Afternoon guaranteed two (2) hours shall remain at 2:00 p.m. – 4:00 p.m.

G. Bidding of Bus Runs

1. "Available bus runs" are those runs which are or will become vacant due to retirements, resignations, terminations, promotions, deaths, disability leaves, reassignments, creation of new runs or contract nonrenewals. Posting must be within two (2) weeks of being vacated by another driver and filled within two (2) weeks of the closure of the posting. This provision shall exclude any position vacated by an employee transferred to a position other than bus driving until that employee's probation in the new position has been completed.
2. Within the fifteen (15) days prior to the conclusion of the school year, all nine (9) month bus drivers employed by the Mayfield City Schools will have the opportunity to bid, on a seniority basis, upon available bus runs between 6:30 a.m. and 4:00 p.m. and those which opened accordingly during the previous school year, but were not filled by the bidding procedure. A bus driver may bid for and be awarded more than one such run; however, no driver can bid a combination of runs that would regularly result in overtime. Any bus run that is posted shall be posted for three (3) workdays.
3. During the school year, all nine (9) month bus drivers employed by the Mayfield Schools will have the opportunity to bid on a seniority basis, upon available bus runs as follows, in an opportunity to switch such runs:
 - a. Runs scheduled between 6:15 a.m. and 8:45 a.m.

- b. Runs scheduled between 6:30 a.m. and 9:00 a.m.
- a. Runs scheduled between 9:00 a.m. and 2:00 p.m.
- b. Runs scheduled between 2:00 p.m. and 4:00 p.m.; and
- c. Runs scheduled to begin after 4:00 p.m.

Drivers may switch runs at any time during a school year provided that no driver shall be awarded a run which would regularly result in overtime. Bid sheets will be kept on file by the Transportation Supervisor and the M.A.S.P. President or designee may review or obtain copies of bid sheets upon request.

- 4. Once a bus run is posted it must be awarded in accordance with the bidding procedure including in Section G of this Article unless the need for the run ceases to exist.
- 5. All new or vacated runs which require the use of a Board owned vehicle and cannot be incorporated into an already existing bus route without increasing contracted time must be bid per the Agreement and awarded as contracted time. All awarded runs must have a signature of acceptance or denial of said run along with a date.
- 6. Temporary bus runs shall be posted and filled by bus drivers providing the temporary bus run does not interfere with the employee's regular assignment. Temporary bus runs are runs which are expected to occur on a regular basis for less than ten (10) consecutive weeks. If a temporary bus run cannot be filled in this manner, it may be assigned to a substitute.
- 7. There shall be no rebidding of any existing contracted bus runs unless the run becomes vacated.
- 8. There shall be no bumping of any contracted bus run or no contracted bus run.

H. Field Trips

- 1. Only contracted drivers shall be listed on the field trip lists.
- 2. All school year field trips shall be assigned on a rotational order based on seniority.
- 3. All drivers will be permitted to switch trips, when practical, according to the following:

There shall not be more than two trades per trip. Any driver trading a trip must be present at work to obtain approval of the trade. The driver(s) trading trips must take the approved trip or else they will lose the next turn in rotation. All trades must be approved by the Transportation Supervisor or designee who will initial the change. This procedure applies to all trips, except summer field trips which cannot be traded.

4. Extra trips may be posted anytime; however, the employee shall have forty eight (48) hours exclusive of Saturdays, Sundays, and negotiated holidays to accept the trip. If an employee fails to accept a posted trip within 48 hours as specified above, the Transportation Supervisor, or designee, shall then proceed through the rotation list without further posting. The above shall not alter the 24 hour notification requirement for accepting trips contained in Section 5 below.
5. Drivers must notify the Bus Garage at least twenty-four (24) hours prior to the scheduled time of a trip if they will miss an accepted trip or call in sick for the day. Failure to notify the Bus Garage at least twenty-four (24) hours in advance will result in the loss of the trip and loss of the next turn in rotation excluding emergencies beyond the driver's control. If, however, the time of the extra trip changes within forty-eight (48) hours prior to the scheduled time of the trip, the driver has the right to withdraw from the trip without loss of his/her turn in rotation. The sick leave provision of this section does not apply to Saturday, Sunday, summer work or days when Mayfield Schools are not in session.
6. If the driver leaves the building and returns for a scheduled field trip which is cancelled after the driver leaves, the driver receives two hours pay, or the next available trip, whichever the driver prefers.
7. Field trip analysis sheets will be kept on file for at least three months.
8. At the beginning of the school year, the first trip shall be given to the next driver in the rotational order based upon where the list left off at the end of the last school year.

I. Field Trips – Weekend and After 4:00 Weekday

Extra duty and co-curricular bus trips which are scheduled to begin at 4:00 p.m. or later shall be assigned on a rotating basis to all contracted transportation employees except mechanics. Where practical, trips scheduled to begin at 4:00 p.m. or later shall be posted no less than two (2) days in advance of the time and date of the scheduled trip. The exception to this are those mid-afternoon or after-school trips which begin prior to 4:00 p.m. At the beginning of each school year, the first trip shall be given to the next driver in the rotational order based upon where the list left off at the end of the last school year.

J. Field Trips – Summer

1. By May 15 of each school year a sheet shall be posted in the Bus Garage for summer trip signup. Bargaining Unit Members wanting to be a part of the summer rotation shall have ten (10) working days to sign the sheet. Should an employee be unable to sign the sheet personally, a written letter submitted to the Transportation Supervisor shall allow their name to be added to the signup sheet. Should an employee not sign the sheet or submit the letter in the time allotted, said employee shall be ineligible for the summer field trip rotation.

2. Summer field trips shall be assigned on a rotating basis according to seniority at a meeting held one week prior to the end of the student school year, using the following guidelines:
 - a. The list of summer trips shall be made available to the drivers by the Transportation Supervisor;
 - b. The most senior driver shall select first, next most senior shall select second, etc.; a driver may be represented by proxy at this meeting;
 - c. Once every driver has been assigned a trip, the rotation shall start again and continue until all available trips have been selected.
3. On the Wednesday morning of the week preceding the driver's scheduled trip the driver shall use the following procedure to confirm the trip:
 - a. The driver is required to call the Bus Garage between 8:00 a.m. and 12:00 noon to verify they will drive the trip the following week;
 - b. failure to confirm the trip shall result in the reassignment of the trip to the next driver in the rotation;
 - c. should a trip be cancelled, the driver shall be notified and assigned the next available trip, provided the driver called in as required.
4. Should the Transportation Supervisor become aware of other trips after the original meeting is held, the trip shall be assigned to the next driver on the rotation.
5. The rotation list shall be posted.
6. A list shall be posted in the Bus Garage of the date, time, destination and scheduled driver for all summer trips immediately following the meeting referred to herein. The list shall be amended to reflect the driver who actually drives the trip if the scheduled driver does not and to reflect any trip cancellations or trip additions which occur after the meeting. The list shall be kept current and a final copy reflecting all trips driven shall be given to the M.A.S.P. President at the end of the summer field trip season.
7. There will be no trading of summer field trips.
8. Bus Driver/Utility and Bus Driver/Mail/Food shall not drive summer field trips except those which occur outside their regular work hours, or a trip which would result in a minimum of two hours overtime.

K. Transportation of Band Instruments

A school vehicle must be used to transport band instruments and it shall be driven by a Mayfield bus driver when both the school vehicle and a Mayfield bus driver are available.

L. Midday Trips

1. Posted and Bid Runs

When a midday is posted, the driver who bids on that route per the proper bidding process as stated in this Agreement may fit the midday in their already existing midday as long as it does not put the driver in overtime. This can be done with or without an increase in their contracted hours.

2. Daily/Rotational

- a. Midday bus trips (trips which occur between 9:00 a.m. and 2:00 p.m. on an "as-needed basis" but do not constitute "an available bus run" or temporary bus run) will be assigned on a daily basis. A rotational order of available drivers (drivers who do not have a midday run or other conflicting duty as part of their regular assignment) based on seniority shall be established.
- b. Where the midday list ends for that day is where it shall begin the next day.
- c. Each day's midday bus trips shall be assigned by 9:00 a.m. based upon an eligibility sign-up sheet that closes its sign-up time at 6:45 a.m. and is posted no later than 6:30 a.m. Drivers will indicate their preference order for midday trips on the sign-up sheet by placing the number of their preferences next to their name if there is more than one midday trip available. Midday applicants will be awarded midday trips first in accordance with rotational seniority, then in accordance, if possible, with their preferences that they indicated on the sign-up sheet. Once a midday trip is awarded to a driver, that driver's name will not come up again for eligibility until the midday list rotates back around to that driver. If more drivers sign up to be eligible for assignment than there are available trips, the awardee(s) must accept any trip offered to them on that day's list. If they refuse the trip, drivers will be passed over and the rotational order will continue down the midday list to the next driver who signed up to be available. If, however, there are not enough trips available to be offered on the day they signed up, they are not moved to the bottom of the rotation list. If not enough drivers sign up to cover the day's available trips, or the midday trip comes in after 6:45 a.m., then the administration may acquire coverage as needed, including obtaining substitute coverage.
- d. Any contracted midday driver who suffers a loss of their full bid/contracted midday run shall, upon their request, be placed on the midday rotational list in the correct order by their seniority.
- e. At the beginning of the school year, the first midday shall be given to the next driver on the midday list based upon where the list left off at the end of the last school year.

M. Early Dismissals

The following conditions regarding guaranteed hours apply to days on which any school, Mayfield or non-public, is dismissed early:

1. The mid-day rotations are excluded from guaranteed hours contained in Section F(4) of this Article.
2. The minimum guarantee for contracted nonpublic school drivers for early dismissals of the nonpublic school shall be one and one-half (1-1/2) hours. Drivers, other than the contracted driver, of nonpublic school early dismissals, are excluded from the guaranteed hours contained in Section F(4) of this Article.
3. All Mayfield School early dismissals are excluded from the guaranteed hours contained in Section F(4) of this Article, whether driven by the regular contracted driver, or a replacement driver, and drivers will receive at least their contracted hours.
4. All early dismissal runs are exempt from Mayfield rotation.

If the early dismissal conflicts with the driver's normal contracted midday run, the driver shall have the choice of which run they would prefer to do. It is the driver's responsibility to notify the Transportation Supervisor by 6:30 a.m. the day before the conflicting runs or the driver shall have to do their contract midday run.

O. Extra Duties

1. Any contracted driver shall be given the option of being a sub driver either a.m. or p.m. after their regular duties have been completed. The driver shall notify the supervisor of their availability for such coverage in writing, the week prior to their availability. Any changes in that availability must be transmitted in writing to the supervisor by 6:30 a.m. of the day of the changed availability. Contracted drivers shall be offered such opportunities before substitutes, at the Bus Driver's current rate of pay.
2. Assignment of bus drivers to available nonpublic school runs (available run is a run not being driven by the contracted driver as part of the driver's regular duties) on days when Mayfield Schools are not in session will be on a rotational order based on seniority.

P. Bus Monitors

1. The administration shall determine when a bus monitor is needed and assign a monitor for the duration of that need. The need for the services of a bus monitor may change at any time for a number of reasons, including, but not limited to, change in student placement and change in student needs. No bus monitor shall carry a child from their home to the bus. Conveyance of a child from the bus stop onto the bus will be performed in accordance with applicable laws and regulations.

2. Bus Monitor positions which become available shall be bid based on seniority among the bus monitor or bus drivers who fulfill the necessary qualifications of the bus monitor job descriptions. Bus drivers awarded bus monitor positions shall be compensated in accordance with Salary Schedule I. Transportation (D.) Bus Monitor.
3. Any Bus Monitor who is required to take courses and/or attend in-service during the time in which they would be regularly scheduled to monitor shall be reimbursed their regular rate of pay. Any required training and/or in-service outside of the scheduled work time shall be compensated time at their regular rate of pay.

Q. Awards

Bus drivers operating Board owned vehicles who are accident free (no fault) for a three (3) school year period shall be awarded a jacket. Jackets shall be awarded to bus drivers in the school year following the three (3) year accident free period by March 15. These jackets are not transferable and should be worn only by the drivers who have earned them.

R. Suspension

1. Any driver shall be suspended without pay if he/she accumulates six (6) or more moving violation points within a rolling twenty-four (24) month period as identified by the Bureau of Motor Vehicles Abstract Driver Record.
2. Such suspension shall remain in effect so long as the driver has six (6) or more moving violation points within a rolling twenty-four (24) month period. Fringe benefits in which the employee was enrolled at the time of the suspension shall be maintained at Board expense through the end of the month in which the suspension becomes effective and may be maintained for a maximum of 24 months if the employee pays the premium. Each driver is required to report to the Transportation Supervisor points received during the year.
3. During the period of the suspension the employee shall be eligible to bid on jobs in accordance with Article XXV, JOB BIDDING.

S. Facilities

The bus drivers shall maintain adequate and sanitary facilities which means that drivers shall be responsible for maintaining a clean and orderly drivers' lounge (i.e., washing counters, appliances, floors, dishes, tables). Garbage disposal and bathroom cleaning shall be performed by driver/custodial employees (12-month employees) that are assigned to the Bus Garage.

T. Inspection/Arrival Time

All drivers shall be required to perform a daily bus inspection of any vehicle the driver drives unless the vehicle is a substitute that has been delivered to the driver on the road. In this case only, a driver will pre-trip inspect the delivered vehicle before the

start of any subsequent trips. Drivers will have fifteen (15) minutes per day to perform the pre-trip inspection, either as a part of the guaranteed time or an additional fifteen (15) minutes if inspection cannot be completed within the guaranteed time. Scheduling of additional inspection time will be recommended by the Transportation Supervisor with approval of the Business Manager/Director of Business Services. Failure to perform daily inspection shall result in disciplinary action being taken.

U. Driver Training and Recertification

Driver training opportunities shall be available to all qualified drivers who express an interest in doing so. In order to be qualified a driver must take all courses and receive all certifications required by the State of Ohio. This will be on unpaid time. Once certified, a trainer will be evaluated by the Transportation Supervisor on criteria determined by the Transportation Supervisor and a M.A.S.P. designee.

Upon satisfactory evaluation, the driver will be placed on a rotational list based on seniority. If the driver is evaluated unsatisfactorily, the driver shall be told the criteria on which the driver was unsuccessfully rated and shall have the opportunity to be reevaluated for passage of those criteria once every six (6) months. The number of trainees will be determined by the Transportation Supervisor.

Any driver who is required to take recertification courses from Ohio pre-service instructors during time in which they would be regularly scheduled to drive, shall be reimbursed their regular rate of pay.

V. Bus Safety

If a driver has reason to believe that the bus to which he/she is assigned is unsafe to drive, the driver is to report that condition to the Transportation Supervisor immediately with a report as soon as possible in writing. The report is to be made in triplicate and one copy to be retained by the driver. The Transportation Supervisor will determine what action, if any, is to be taken. If the driver is not satisfied with the decision of the Transportation Supervisor, he/she may request that a mechanic inspect the vehicle. If at least two Mayfield mechanics determine that the vehicle is unsafe, the driver may refuse, without penalty, to drive said vehicle until it is judged, by a mechanic, to be safe. If only one mechanic is available, and the mechanic disagrees with the supervisor as to the bus safety, the driver may drive a "spare" bus, if available.

W. Cleaning of Vehicles

1. The cleaning of school vehicles must be done by procedures as prescribed by the Supervisor of Transportation and satisfactorily pass his/her inspection on the assigned time schedule. The administration will determine, at least two weeks prior to the annual inspection, which vehicles need to be cleaned, and will allow a two week period during which the cleaning may occur. Bus drivers who wish to clean their vehicle shall so notify the Transportation Supervisor, in writing, by the stated deadline.

Pay for this work shall be on a per vehicle basis: \$90 for full-size bus, \$65 for mini bus and \$45 for any other district vehicle.

If drivers wish to clean vehicles other than their own vehicles, they are to notify the Transportation Supervisor, as indicated above.

In case of emergency situations, the administration may arrange for vehicle cleaning as needed.

2. School year cleaning of buses shall be filled on a rotational order based on seniority beginning with the cleaning of the one's own bus first, provided that the administration determines the driver's bus needs to be cleaned and providing that the driver will not receive more than on-half (1/2) hour of overtime.

X. Edulog

If the current employee(s) leaves the Edulog position(s), the Edulog position(s) shall be posted and bid and shall be awarded to qualified employees based on seniority with the job hours and days to be discussed and agreed upon.

Y. Subcontracting

It is not the Board's intention to expand the level of participation in any group's contracting of transportation services and the outsourcing of bus and vehicle mechanical repairs.

- Z. Work issues related to the distribution of work not specifically addressed by other provisions of this Agreement shall be discussed on an as-needed basis in the Transportation Advisory Committee meetings for the purpose of attempting to achieve fair and equitable distribution.

AA. Vehicle Mechanics and Vehicle Mechanic – Assistants

1. Mechanics and mechanic assistants, who are properly certified by the State of Ohio as a school bus driver, and custodians who are qualified bus drivers shall be given driving assignments (during the regular school day) only if no other drivers are available.
2. The Board shall have clean uniforms provided to all mechanics and mechanic assistants.
3. Mechanics and mechanic assistants shall receive reimbursement for the actual cost of ASE certification (up to a maximum of 4 per year) approved by the Transportation Supervisor. Such payments shall be paid annually by the last pay of May. Mechanics and mechanic assistants shall receive annual payment for ASE certification (up to a maximum of 2 per year) at \$250 per ASE certification approved by the Transportation Supervisor. If the Board requires additional ASE certification or recertification, it shall pay for such certification/recertification.

4. Mechanics and mechanic assistants shall receive \$525 tool allowance per year to be paid within four (4) weeks from the date of turning in receipts while school is in session.
5. Mechanics will pick rotating shifts yearly by seniority no later than July 1.

AA. Bus Driver T-8 Physicals

All bus driver physicals will be conducted in strict accordance with Ohio laws and regulations (especially 3301-83-07 School bus driver physical qualifications rule).

XXX. M.A.S.P. RIGHTS AND RESPONSIBILITIES

- A. Use of School Facilities: M.A.S.P. shall have the right to use available school facilities outside of school hours after checking on the availability of the desired space with the principal and/or Business Manager/Director of Business Services. No charge shall be made for the use of school buildings unless overtime custodial assistance is required. The use of electronic devices (email, faxes, networks, telephone calls, etc.) by the employee and M.A.S.P. shall be permitted consistent with other forms of communication/use as addressed in this Collective Bargaining Agreement. If misuse is suspected, the procedures in Article XIX, DISCIPLINE AND DISCHARGE shall be followed.
- B. Full-time Representatives: Labor relations consultants of M.A.S.P. and its respective affiliates shall be permitted to transact official business on school property at all reasonable times, after checking in with the principal and stating the reason for the visit.
- C. Board Meetings: The M.A.S.P. President shall be notified of all Board meetings as much in advance as possible. The M.A.S.P. President shall receive a copy of the agenda and minutes for each Board meeting.
- D. School Mailboxes: M.A.S.P. is guaranteed the right to use school mailboxes for distribution of Association materials. All material for general distribution shall be authored by the M.A.S.P. President and a copy shall be presented to the building principal and the Director of Personnel at the time of distribution. Mailboxes for building representatives shall be made available.
- E. No Reprisals: There will be no reprisals of any kind taken against any employee by reason of the employee's membership or nonmembership in M.A.S.P. or participation in any of its activities by either M.A.S.P. or the administration.
- F. Exchange of Information: M.A.S.P. shall furnish the Superintendent, by September 30 of each year, the names of all officers and building representatives. The Board shall furnish copies of all "Board of Education policies" to the M.A.S.P. President, plus one (1) additional copy in each school library.
- G. Forms: Forms applicable to the following topics shall be included as part of this Agreement: Grievances

H. M.A.S.P. meetings shall be scheduled so as not to conflict with the normal hours of the school day. Employees scheduled to work the second shift may take up to two (2) hours, up to two times a year, with authorized prior approval, to meet as a part of the M.A.S.P. Executive Committee.

I. Association Released Time

When requested by an employee, authorized representatives, elected officers or building representatives may visit work sites. Released time may be authorized by the appropriate administrator for a building representative to visit a work site when requested by an employee to attempt to resolve a grievance.

In addition, eleven (11) days per year shall be provided to the Association for its own business. An additional eight (8) days per year shall be provided to the Association for its own business providing the Association pays the substitute wages for any required substitutes.

XXXI. PUBLICATION OF COLLECTIVE BARGAINING AGREEMENT

The cost of publication and distribution of this Agreement shall be paid by the Board. Fifty (50) extra copies shall be provided to M.A.S.P.

XXXII. TIME CLOCK

A district committee, consisting of equal numbers of M.A.S.P. and Board representatives, will be formed for the purpose of reviewing and analyzing information to determine whether a time clock system could be utilized in the Mayfield City School District.

XXXIII. ADVISORY COMMITTEES

A. Transportation

The Transportation Supervisor and/or designee and up to four (4) M.A.S.P. representatives, two of whom must be transportation employees, selected by the M.A.S.P. President, shall meet periodically at the request of any committee member.

By mutual agreement, contractual items can be placed on the advisory agenda. When contractual issues are on the advisory committee agenda, the Director of Personnel will be notified in writing one (1) week prior to the scheduled meeting and be extended an invitation to attend the meeting at which contractual issues will be discussed. Based upon the issues both the Board and Association will have the opportunity to bring appropriate representation. Such meetings will not normally occur more than once per month, unless the committee members mutually agree otherwise. The Transportation Advisory Committee shall be advisory and may consider safety, discipline and communication. The negotiated agreement shall not be a proper topic for the Advisory Committee.

B. Custodian/Maintenance

The Supervisor of Buildings, Grounds and Equipment and/or designee and up to four (4) M.A.S.P. representatives (at least one custodian and at least one maintenance employee) selected by the M.A.S.P. President, shall meet periodically at the request of any committee member. By mutual agreement, contractual items can be placed on the advisory agenda. When contractual issues are on the advisory committee agenda, the Director of Personnel will be notified in writing one (1) week prior to the scheduled meeting and be extended an invitation to attend the meeting at which contractual issues will be discussed. Based upon the issues both the Board and Association will have the opportunity to bring appropriate representation. Such meetings will not normally occur more than once per month, unless the committee members mutually agree otherwise. The Custodian/Maintenance Advisory Committee shall be advisory and may consider safety, discipline and communication. The negotiated agreement shall not be a proper topic for the Advisory Committee. The Business Manager/Director of Business Services may attend at his/her discretion.

XXXIV. REDUCTION IN FORCE (RIF)

A. Definition

A Reduction in Force (RIF) shall have occurred when the Board reduces or eliminates a bargaining unit position.

B. Reasons for RIF

A RIF may occur only for the following reasons:

1. Lack of work.
2. Insufficient operating funds.
3. Abolishment of positions.
4. Return of an employee from leave.

C. Notification of Anticipated RIF

1. If the Board determines a RIF may occur, the Board shall notify M.A.S.P. in writing, not less than sixty (60) days prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced or eliminated; the name(s) of the employees to be affected; the date of the Board action to implement the RIF; and, the effective date of the RIF.
2. The Board shall develop and provide M.A.S.P. with a RIF list of potentially affected employees which shall be based on the seniority list identified in Article III, DEFINITIONS.

D. Implementation

1. In determining the position(s) to be reduced or eliminated, the following sequence shall be used:
 - a. The Board will first attempt to make the necessary reductions by attrition.
 - b. If additional reduction is necessary, employee(s) shall be laid off in reverse seniority order; i.e. least senior employee is the first to be laid off.
 - c. If laid off, an employee may bump the least senior employee in any position for which he/she is qualified. Qualifications are based on certification/licensure and for positions not requiring certification/licensure, previous service in a related position (e.g. custodial, maintenance). Employees may only bump within the same salary schedule or a schedule with a lower rate of hourly pay.
2. During the implementation of a RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.
3. Layoff(s) shall occur by suspension of contract(s). Employees whose contracts are nonrenewed only by virtue of reduction-in-force shall be placed on a recall list for a period of two (2) years unless earlier recalled. Employees whose contracts are nonrenewed for reasons other than reduction-in-force will be nonrenewed in accordance with the provisions of Article XVIII, EMPLOYEE CONTRACTS.
4. An employee to be laid off due to a RIF shall be given thirty (30) days advance written notification prior to the implementation of the RIF. M.A.S.P. shall be sent a copy of said notification at the same time. The notice shall state the reason for the RIF, the effective days of contract suspension and the date of the Board's action to implement the RIF.

E. Limitations

1. No new hire(s) shall be employed in a bargaining unit position until all eligible, laid-off employees have been offered such position.
2. No transfer, reassignment or reclassification shall be made during a period of the RIF that prevents the recall of an employee on layoff status.
3. Qualifications for a bargaining unit position shall not be unjustly upgraded to prevent the recall of a laid-off employee.

F. Layoff Rights

An employee on layoff status shall have the following rights:

1. There will be no break in service for seniority purposes for laid-off employees who resume working.

2. Laid-off employees will receive their same salary placement upon return from a RIF.
3. Employees will be notified by mail of all openings for bargaining unit positions for which they are eligible.
4. An employee on the recall list shall have the right to refuse a less than comparable position without being removed from the recall list. A comparable position, for purposes of this Article, shall mean equal or greater weekly pay if not the employee's previous position.
5. Additional certification, license, or entry-level requirements earned and reported while on layoff status shall be recognized for recall purposes, provided such information is filed with the Board prior to recall.

G. Recall Rights

1. Laid-off employees shall be recalled in reverse order of seniority in keeping with contract status, certification, license, or other entry-level requirements for the bargaining unit position; i.e. most senior laid-off employee will be the first recalled.
2. The employee shall be given five (5) days to accept a comparable position and shall indicate acceptance or refusal of the position in writing to the Director of Personnel within five (5) days from the date of receipt of the recall notice.
3. The employee shall be required to report for work within five (5) days of receipt of the recall notice.
4. Notice of vacancy shall be sent to the employee by registered or certified letter addressed to the employee's last known address. It shall be the responsibility of each employee to notify the Board of any change in address, whether temporary or permanent.
5. If an employee fails to give written notice or report within the above stated time frames, such employee shall lose all rights to be reemployed.
6. This procedure shall continue until all employees on layoff status have been recalled, have retired under an Ohio State Retirement System, have voluntarily resigned or have not accepted an offer of recall within two (2) years from the effective date of layoff.

XXXV. DRUG-FREE SCHOOLS AND WORK PLACE

The Mayfield City Schools Board of Education directs the Superintendent or his/her designee to make a good faith effort to continue to maintain a drug-free work place.

Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance is prohibited within or on the property, building, buses, or facilities of the

Mayfield City School District in order to maintain a drug-free work place. "Controlled substances" are drugs that are illegal under the Federal Controlled Substance Act.

The use of alcoholic beverages on school property or at any Board funded event is prohibited.

Any use of alcoholic substances (on or off premises) that interferes with job performance, or any violation of state or federal laws dealing with alcoholic substances that occurs in the Mayfield City School District is prohibited.

As part of its educational mission in the community, the Board discourages the use of alcoholic beverages by school related groups or at school related events, and especially discourages the use of alcoholic beverages by young people or in the presence of young people.

The Board of Education directs that an age-appropriate, developmentally based drug and alcohol education and prevention program for students shall be implemented for all students K through 12th grade. The Board further directs that students and parents shall be notified, through the student handbooks of the schools and any other appropriate means, of the requirements of a drug-free school, the standards of conduct expected, disciplinary sanctions (up to and including expulsion and referral for prosecution), availability of drug and alcohol counseling and rehabilitation programs, and that compliance with the standards is mandatory.

The Board of Education directs that each employee receive, in writing, notice of the standards of conduct applicable to them, including, at a minimum, that the unlawful possession, use, and distribution of illicit drugs and alcohol on school premises or as part of Board approved activities is prohibited.

Compliance with the Drug-Free Policy is mandatory. Violators of this policy are subject to disciplinary actions as defined in the applicable negotiated agreements and the law. These disciplinary actions could include termination of employment. Any violation of the law may subject the employee to further actions on the part of the school district and/or with the appropriate law enforcement agency and could result in substantial fines and imprisonment.

Any employee of the Mayfield City School District who is convicted for a violation of any criminal drug statute occurring in the work place is required to notify the Superintendent of the district no later than five (5) days after the conviction. The district will report this violation to the appropriate Federal agency within ten (10) days of receipt of such conviction. Further, the school district will take appropriate personnel action against such an employee, up to and including termination, or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, or local health law enforcement, or other appropriate agency.

The Superintendent or his designee is directed to publish this policy for maintaining a drug-free work place to the employees and to establish a drug-free awareness program to inform employees about:

- A. The dangers of drug abuse in the work place,
- B. The district's policy of maintaining a drug-free work place,
- C. Any available drug counseling, rehabilitation, and employee assistance programs, and
- D. The penalties that may be imposed upon employees for drug abuse violations occurring in the work place.

Drug testing – random drug and alcohol testing will be scheduled during the hours employees would be regularly scheduled to work.

XXXVI. DURATION

This Agreement shall be in effect from July 1, 2008, until June 30, 2011, with a contingency to continue through June 30, 2012 with the approval of both the Board of Education and M.A.S.P., with salary changes made as soon as possible after the Agreement is ratified by the Union and approved by the Board of Education.

All negotiated agreements made between the Board of Education and the bargaining unit are specifically set forth in this Agreement. No other agreements have been made or implied except as detailed within this Document. No agreement will be binding on either party except as specifically detailed within this Document.

If during the term of this Agreement, the parties jointly agree to enter into negotiations on any subject, any agreements reached shall be reduced to writing, signed by the parties, and approved by the Board and the M.A.S.P. in accordance with the procedures contained herein. The party initiating the negotiations shall submit a proposal covering the proposed change(s) in wages, hours and terms and conditions of employment. The parties shall then reach agreement on a timeline for negotiations during which time negotiations shall proceed in good faith.

Any policy changes that affect employees' salaries or employee welfare as negotiated within the scope of the Agreement may be amended only with the approval of both the M.A.S.P. and the Board.

APPENDIX A:

DENTAL INSURANCE BENEFIT SUMMARY

ALL PROVIDERS		
Individual Calendar Year Deductible		\$25
Family Calendar Year Deductible		\$50
Deductible applies to classes II and III services only		
Class I - Preventive & Diagnostic	Cleanings, exams, fluorides, x-rays, sealants, palliative treatment, and space maintainers.	The Plan Pays 100% of Usual & Customary Charges
Class II - Basic Restorative	Amalgams, extractions, root canals, oral surgery, bruxism appliances, crown/denture repair, re-cement crowns, anesthesia, and periodontics.	The Plan Pays 80% of Usual & Customary Charges
Class III - Major Restorative	Inlay/onlay, bridges, crowns, and dentures.	The Plan Pays 80% of Usual & Customary Charges
Class IV - Orthodontics	Initial study, appliances, full banding, and retention.	The Plan Pays 60% of Usual & Customary Charges
Calendar Year Maximum Payable Per Person	Includes Classes I, II, & III	\$3,000
Orthodontic Lifetime Maximum	Includes Class IV	\$1,750
ADULT ORTHO		Yes
BITEWINGS		Class I
EXAMINATIONS		2 per 12 months
FAMILY SECURITY BENEFIT		2 Years
FLUORIDE TREATMENTS		1 per 12 months
FULL MOUTH X-RAYS/PANOREX		1 per 36 months
IMPLANTS		NOT COVERED
PROPHYLAXIS (CLEANINGS)		2 per 12 months
PROSTHODONTICS		5 Year Replacement Clause
SCALING/ROOT PLANING		Class II - 1 per 24 months
SEALANTS		to age 14 only
SPACE MAINTAINERS		Class I

This is a summary of benefits only and does not represent a contract.

This summary represents highlights only and is not intended to take the place of the plan agreement.

APPENDIX B:

HOSPITALIZATION AND MAJOR MEDICAL BENEFIT SUMMARY

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	19 Dependent/24 Student; Removal upon Birth date	
Blood Pint Deductible	0 Pints	
Pre-Existing Condition Waiting Period	Initial Group Waiver, All Others: 6-9	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$100/\$200	
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	N/A	\$500 / \$1,000

Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	80% after deductible
Urgent Care Office Visit ²	\$20 copay, then 100%	
Surgical Services in Physician's Office	100%	80% after deductible
All Immunizations	100%	80% after deductible
Therapeutic Injections and Administration	100%	80% after deductible
Allergy Testing and Treatment	100%	80% after deductible

Preventative Services		
Routine Physical Exams	100%	80% after deductible
Well Child Care Services including Exam and Immunizations ³	100%	80% after deductible
Well Child Care Laboratory Tests	100%	80% after deductible
Routine Vision Exams (including Refraction)	100%	80% after deductible
Routine Hearing Exams	100%	80% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Laboratory, X-Rays and Medical Tests	100%	80% after deductible
Routine Endoscopic Services		

Outpatient Services		
Surgical Services (other than a physician's office)	100% after deductible	80% after deductible
Diagnostic Services (Laboratory, X-rays and Medical Test)	\$15 copay, then 100%	80% after deductible
Physical Therapy – Facility and Professional (50 visits per benefit period)	\$15 copay, then 100%	80% after deductible
Occupational Therapy – Facility and Professional (50 visits per benefit period)	\$15 copay, then 100%	80% after deductible
Chiropractic Therapy – Professional Only (24 visits per benefit period)	\$15 copay, then 100%	80% after deductible
Speech Therapy – Facility and Professional (50 visits per benefit period)	\$15 copay, then 100%	80% after deductible
Pulmonary Rehabilitation - Facility (50 visits per benefit period)	\$15 copay, then 100%	80% after deductible
Cardiac Rehabilitation-Facility (50 visits per benefit period)	\$125 copay, then 100%	
Emergency use of an Emergency Room ^{3,4}	\$125 copay, then 100%	\$125 copay, then 80%
Non-Emergency use of an Emergency Room ^{3,4}		

This summary represents highlights only and is not intended to take the place of the plan agreement.

APPENDIX B: (cont.)

HOSPITALIZATION AND MAJOR MEDICAL BENEFIT SUMMARY

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	80% after deductible
Diagnostic Services (Laboratory, X-Rays and Medical Test)	100% after deductible	80% after deductible
Professional Services	100% after deductible	80% after deductible
Maternity	100% after deductible	80% after deductible
Skilled Nursing Facility (60 days per benefit period)	100% after deductible	80% after deductible
Inpatient Rehabilitation (60 days per benefit period)	100% after deductible	80% after deductible
Additional Services		
Ambulance	100% after deductible	100% after deductible
Dental (Accident Only)	100% after deductible	100% after deductible
Durable Medical Equipment (Limited to \$50,000 per benefit period)	100% after deductible	80% after deductible
Home Healthcare (60 visits per benefit period)	100% after deductible	80% after deductible
Hospice (360 days lifetime maximum)	100% after deductible	80% after deductible
Organ Transplants	100% after deductible	80% after deductible (\$30,000 per Transplant)
Weight Loss Surgical Services including complications from Weight Loss Surgery	Not Covered	Not Covered
Private Duty Nursing	Not Covered	Not Covered
TMJ Services	100% after deductible	80% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health Services (30 days per benefit period)	100% after deductible	80% after deductible
Inpatient Substance Abuse (30 days per benefit period)	100% after deductible	80% after deductible
Outpatient Mental Health Services (27 visits per benefit period)	\$15 copay, then 100% for Individual Therapy; \$5 copay, then 100% for Group Therapy; 100% for All Other Services	80% after deductible
Outpatient Substance Abuse (27 visits per benefit period)	\$15 copay, then 100% for Individual Therapy; \$5 copay, then 100% for Group Therapy; 100% for All Other Services	80% after deductible

This summary represents highlights only and is not intended to take the place of the plan agreement.

APPENDIX C:

PRESCRIPTION DRUG PLAN BENEFIT SUMMARY

Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit	Same as Medical	

Formulary Retail Program with Oral Contraceptive Coverage¹		
Generic Copayment (Required Unless DAW)	\$5	30
Formulary Copayment	\$10	30
Non-Formulary Copayment	\$20	30
Diabetic Supplies ²	\$0	30

Formulary Mail Order Program with Oral Contraceptive Coverage¹		
Generic Copayment (Required Unless DAW)	\$5	90
Formulary Copayment	\$10	90
Non-Formulary Copayment	\$20	90
Diabetic Supplies ²	\$0	90

This summary represents highlights only and is not intended to take the place of the plan agreement.

APPENDIX D:

VISION CARE BENEFIT SUMMARY

Benefits	
Benefit Period	January 1st through December 31st
Dependent Age Limit	19 Dependent / 24 Student Removal upon Birth Date
Examinations	One per benefit period
Vision Examinations	\$7.50 copay, then 100% of usual, customary, and reasonable charges
Frames	One per two benefit periods *
Basic Frames	\$12.50 copay, then 100% of usual, customary, and reasonable charges per frame
Prescription Lenses	One per benefit period *
Single Vision Lenses	\$12.50 copay, then 100% of usual, customary, and reasonable charges per pair
Bifocal Lenses	\$12.50 copay, then 100% of usual, customary, and reasonable charges per pair
Trifocal Lenses	\$12.50 copay, then 100% of usual, customary, and reasonable charges per pair
Contacts In Lieu of Lenses	One per benefit period
Medically Necessary	100% of usual, customary, and reasonable charges per pair

* - Only one copay of \$12.50 applies when filing frames and lenses at the same time.

This summary represents highlights only and is not intended to take the place of the plan agreement.

APPENDIX E:

ALTERNATE HEALTH INSURANCE (HMO) BENEFIT SUMMARY

MAYFIELD CITY SCHOOL DISTRICT 7/1/2008 - 6/30/2009

OUTPATIENT CARE

Office Visits-Primary Care Physician	\$10 per visit
Allergy treatment	No Charge
Office Visits-Specialist	\$10 per visit
• Vision Exams available through affiliated providers	\$10 per visit
Prenatal Care	No Charge
Outpatient surgery	\$10 per visit
Urgent Care-At Kaiser Permanente facilities or outside the service area	\$10 per visit
Physical, Speech, and Occupational Therapy	\$10 per visit
• Up to 30 visits per calendar year	

PREVENTIVE SERVICES

Routine adult physical primary care exam	\$10 per visit
Routine Well Child Care primary care exam	\$10 per visit
Routine Mammogram and PAP Test	No Charge
Routine Lab and X-rays associated with routine physical exam	No Charge

DIAGNOSTIC SERVICES

• Laboratory and diagnostic testing, X-rays	No Charge
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HOSPITAL INPATIENT CARE

No annual or lifetime limit on covered days, including:	No Charge
• Physician and surgeon services; Room and board, anesthesia, operating and recovery rooms; Laboratory and diagnostic testing, x-rays	

EMERGENCY SERVICES (Fee waived if admitted)

Emergency Services provided at a Plan Facility	\$10 per visit
Emergency Services provided at a non-Plan Facility (must be authorized by Kaiser Permanente)	\$10 per visit

AMBULANCE SERVICES

Only when transportation in any other vehicle would endanger your health	No Charge
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BIOLOGICALLY BASED MENTAL ILLNESSES

Inpatient Services	No Charge
Outpatient Services	\$10 per visit

MENTAL HEALTH SERVICES

Inpatient - 45 days of hospital care per calendar year	No Charge
Outpatient - 20 visit maximum	
• Individual Therapy	\$10 per visit
• Group Therapy (each visit counts as one-half visit against maximum)	\$5 per visit

CHEMICAL DEPENDENCY SERVICES

Inpatient	
• Detoxification in a general hospital	No Charge
• Detoxification in a specialized facility--1 admit per year	No Charge
Outpatient	
• Detoxification	\$10 per visit
• Individual Therapy	\$10 per visit

This summary represents highlights only and is not intended to take the place of the plan agreement.

APPENDIX E: (cont.)

HEALTH MAINTENANCE ORGANIZATION BENEFIT SUMMARY

ALTERNATE CARE

Home Health Services	No Charge
Hospice Home Care/Respite Care	No Charge
Skilled care in a Skilled Nursing Facility	No Charge
• Up to 100 days per calendar year	

INFERTILITY SERVICES

• Inpatient	30%*
• Outpatient	30%

PRESCRIPTION DRUGS

• Covered Formulary Drugs and Accessories up to a 31 day supply at Kaiser Permanente and affiliated network facilities	\$10 copay
• Up to 62 day supply of maintenance drugs by mail order from the Kaiser Permanente Mail Order Pharmacy	

DURABLE MEDICAL EQUIPMENT

Coverage limited to specific durable medical equipment	No Charge
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EXTENDED DEPENDENT COVERAGE

- Dependents are covered up to age 19 at the end of the month
 - Full-Time Students are covered up to age 23 at the end of the month
-

*When a plan deductible is indicated, inpatient infertility services are subject to deductible.

This summary represents highlights only and is not intended to take the place of the plan agreement.

APPENDIX F:

COMPREHENSIVE WELLNESS INITIATIVE ILLUSTRATION

COMPREHENSIVE WELLNESS INITIATIVE 2008/2009:

1. Free In Network Preventative Care (Based On Current Guidelines)
2. Introduction To Onsite Biometrics Screening Program
3. Provide Participants With A \$20/Month Premium Credit

COMPREHENSIVE WELLNESS INITIATIVE – HOW IT WILL WORK IN YEAR 1:

	WITHOUT SCREENING 2009 SINGLE/FAMILY	WITH SCREENING 2009 SINGLE/FAMILY
Projected Premium Cost Per Month (7/2008 – 6/2009)	\$58.78/\$160.53 (*)	\$38.78/\$140.53 (*)
Preventative Office Visit CoPayment	FREE	FREE
All Other Office Visit CoPayment	\$15 Copay	\$15 Copay
Prescription CoPayments	\$5/\$10/\$20	\$5/\$10/\$20
Network Deductible	\$100/\$200	\$100/\$200
SAVINGS	NO \$ PREVENTATIVE	NO \$ PREVENTATIVE
		\$240 Premium Discount

(*) Represents estimated premium costs per month based on current insurance trends. Premium costs are provided for illustration purposes only and are not intended to represent actual premium rates.

APPENDIX F: (cont)

COMPREHENSIVE WELLNESS INITIATIVE 2009/2010

1. Continued free preventative care
2. Continue onsite biometrics screening program and provide participants with a \$20/month premium credit
3. Plan deductibles of MMO and Kaiser Plans increase to \$500/\$1000.
4. Provide employees with deductible credits of \$80/single or \$160/family for meeting target score, or improving score from year 1 in each of the following categories:
 - Complete Confidential Health Risk Assessment
 - Non-Smoker Or Participation In Smoking Cessation Program
 - Acceptable Range Or Improved LDL/HDL Score
 - Acceptable Range Or Improved BMI Score
 - Acceptable Range Or Improved Blood Pressure Score

COMPREHENSIVE WELLNESS INITIATIVE – HOW IT WILL WORK IN YEAR 2:

	EMPLOYEE MAY GO WITHOUT SCREENING IN 2010 SINGLE/FAMILY	EMPLOYEE MAY GO WITH SCREENING IN 2010 SINGLE/FAMILY
Projected Premium Cost Per Month (7/2009 – 6/2010)	\$65.83/\$179.79 (*)	\$45.83/\$159.79 (*)
Preventative Office Visit CoPayment	FREE	FREE
All Other Office Visit CoPayment	\$15 Copay	\$15 Copay
Prescription CoPayments	\$5/\$10/\$20	\$5/\$10/\$20
Network Deductible	\$500/\$1,000	\$500/\$1,000
SAVINGS	NO \$ PREVENTATIVE	NO \$ PREVENTATIVE
		\$240 Prem. Discount Up to \$400/Single or \$800/Family in Deductible Credits

(*)Represents estimated premium costs per month based on current insurance trends. Premium costs are provided for illustration purposes only and are not intended to represent actual premium rates.

APPENDIX F: (cont)

COMPREHENSIVE WELLNESS INITIATIVE 2010/2011 and thereafter:

Biometrics And Deductible Credits Continue To Be Part Of The Plan Each Year. Employees Must Requalify Each Year.

To Qualify: Participants Must Meet Range Or Improve From Prior Year.

Deductible Credits Cannot Be Reduced Or Eliminated Outside Of The Contract.

July 1, 2010:

1. Biometrics And Deductible Credits Remain In Effect
2. Premium Discount Is Reduced From \$20/Month To \$10/Month

What are deductible credits?

To Qualify for Deductible Credits, Employees Must:

1. Meet The Biometric Target Range, Or
2. Improve From Their 2009 Score

Each Credit is Independent and Worth:

1. Worth \$80/Single or \$160/Family and
2. Reassessed each year.

Credits are Awarded For:

1. Taking The Confidential Health Risk Assessment
(-\$80/S Or -\$160/F)
2. Body Mass Index (-\$80/S Or -\$160/F)
3. Blood Pressure (-\$80/S Or -\$160/F)
4. Cholesterol (-\$80/S Or -\$160/F)
5. Smoking Cessation (-\$80/S Or -\$160/F)

Mayfield Association of Support Personnel Negotiating Team

By Elizabeth J Paros
Member

By Don Ho
Member

By Brad Atkinson
Member

By D. A. J. Ho
Member

By Nancy Gaspar
Member

By _____
Member

Mayfield Association of Support Personnel Officers

By Elizabeth J Paros
Elizabeth Paros, M.A.S.P. President

By Gayle Goodrich
Gayle Goodrich, Vice President

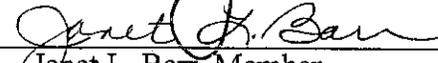
By Janice Rubertino
Janice Rubertino, Secretary

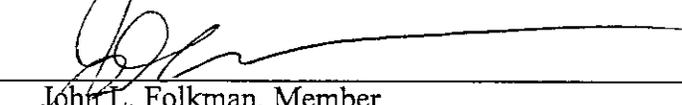
By John Hennen
John Hennen, Treasurer

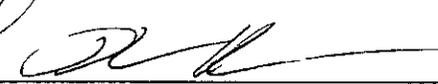
Board of Education Negotiating Team

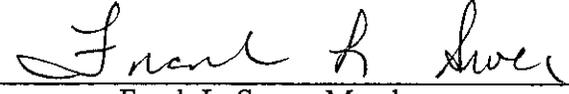
By 
Phillip G. Price, Member

By 
Scott C. Snyder, Member

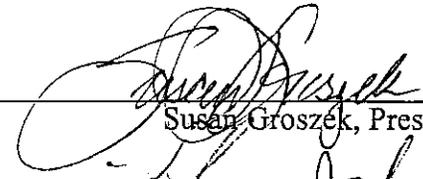
By 
Janet L. Barr, Member

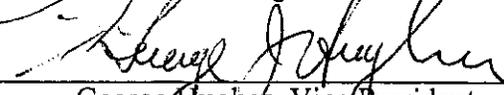
By 
John L. Folkman, Member

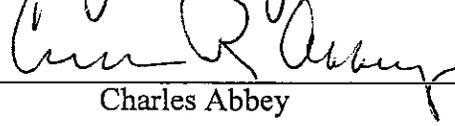
By 
Richard T. Kolar, Member

By 
Frank L. Sever, Member

Mayfield City School District Board of Education

By 
Susan Groszek, President

By 
George Hughes, Vice President

By 
Charles Abbey

By 
Al Hess

By 
Peg Toomey

XXXVII. SALARY SCHEDULES

**MAYFIELD ASSOCIATION OF SUPPORT PERSONNEL
(Custodial/Transportation Employees)**

(If new positions are created during the term of this Agreement, the administration will negotiate the salary with M.A.S.P.)

Implementation of the salary schedules for the 2009-10 and 2010-11 school years are contingent upon the successful passage of an operating levy during the life of this agreement, with salary changes made retroactive to the beginning of the school year.

Implementation of the 2011-12 salary schedule is contingent upon the approval of both the Board of Education and M.A.S.P., with salary changes made as soon as possible.

I. TRANSPORTATION

A. Vehicle Mechanic (8 hrs. of work per shift - 260 days)

	2008/09	2009/10	2010/11	2011/12
	School Year	School Year	School Year	School Year
<u>Step</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	19.26	19.55	19.85	20.45
1	19.70	20.00	20.31	20.92
2	20.16	20.47	20.78	21.40
3	20.68	21.00	21.32	21.96
4	21.20	21.52	21.85	22.51
5	21.81	22.14	22.48	23.15
6	22.44	22.78	23.13	23.82

B. Vehicle Mechanic - Assistant (8 hrs. of work per shift - 260 days)

	2008/09	2009/10	2010/11	2011/12
	School Year	School Year	School Year	School Year
<u>Step</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	18.38	18.66	18.95	19.52
1	19.00	19.29	19.59	20.18
2	19.54	19.84	20.14	20.74
3	20.11	20.42	20.73	21.35
4	20.67	20.99	21.31	21.95
5	21.21	21.53	21.86	22.52

C. Bus Driver

	2008/09	2009/10	2010/11	2011/12
	School Year	School Year	School Year	School Year
<u>Step</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	18.23	18.51	18.79	19.35
1	18.85	19.14	19.43	20.01
2	19.39	19.69	19.99	20.59
3	19.96	20.27	20.58	21.20
4	20.51	20.82	21.14	21.77
5	21.05	21.37	21.70	22.35
6			22.24	22.91

D. Bus Monitor

	2008/09	2009/10	2010/11	2011/12
	School Year	School Year	School Year	School Year
<u>Step</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	13.05	13.25	13.45	13.85
1	13.66	13.87	14.08	14.50
2	14.25	14.47	14.69	15.13
3	14.86	15.09	15.32	15.78
4	15.46	15.70	15.94	16.42
5	16.07	16.32	16.57	17.07
6			17.17	17.69

II. CUSTODIAL

A. High School Head Mechanical Custodian (8 hrs. of work per shift - 260 days)

	2008/09	2009/10	2010/11	2011/12
	School Year	School Year	School Year	School Year
<u>Step</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	24.03	24.40	24.77	25.51
1	24.66	25.04	25.42	26.18
2	25.28	25.67	26.06	26.84
3	25.89	26.29	26.69	27.49
4	26.52	26.93	27.34	28.16
5	27.14	27.56	27.98	28.82
6	27.77	28.19	28.62	29.48

B. High School Head Night Custodian (8 hrs. of work per shift - 260 days)

	2008/09	2009/10	2010/11	2011/12
	School Year	School Year	School Year	School Year
<u>Step</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	20.39	20.70	21.02	21.65
1	20.97	21.29	21.62	22.27
2	21.61	21.94	22.28	22.95
3	22.21	22.55	22.90	23.59
4	22.86	23.21	23.57	24.28
5	23.45	23.81	24.17	24.90
6	24.06	24.43	24.80	25.54

C. High School Assistant Head Day/Pool Operator (8 hrs. of work per shift - 260 days)

	2008/09	2009/10	2010/11	2011/12
	School Year	School Year	School Year	School Year
<u>Step</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	19.91	20.21	20.52	21.14
1	20.51	20.82	21.14	21.77
2	21.13	21.45	21.78	22.43
3	21.75	22.08	22.42	23.09
4	22.32	22.66	23.01	23.70
5	22.92	23.27	23.63	24.34
6	23.54	23.90	24.27	25.00

D. HS Assistant to Head Mechanical
 Head, Utility/ Stadiums & Grounds
 Middle School Head Day
 (all 8 hrs. of work per shift - 260 days)

<u>Step</u>	2008/09	2009/10	2010/11	2011/12
	School Year <u>Hourly</u>	School Year <u>Hourly</u>	School Year <u>Hourly</u>	School Year <u>Hourly</u>
0	19.80	20.10	20.41	21.02
1	20.41	20.72	21.04	21.67
2	20.99	21.31	21.64	22.29
3	21.64	21.97	22.31	22.98
4	22.23	22.57	22.92	23.61
5	22.86	23.21	23.57	24.28
6	23.51	23.87	24.24	24.97

E. Elementary Head Day (8 hrs. of work per shift - 260 days)

<u>Step</u>	2008/09	2009/10	2010/11	2011/12
	School Year <u>Hourly</u>	School Year <u>Hourly</u>	School Year <u>Hourly</u>	School Year <u>Hourly</u>
0	19.31	19.61	19.91	20.51
1	19.90	20.20	20.51	21.13
2	20.53	20.84	21.16	21.79
3	21.14	21.46	21.79	22.44
4	21.73	22.06	22.40	23.07
5	22.31	22.65	23.00	23.69
6	22.91	23.26	23.62	24.33

F. Bus Driver /Mail/Food
 Bus Driver/Utility
 Utility/Stadiums & Grounds
 (all 8 hrs. of work per shift - 260 days)

	2008/09	2009/10	2010/11	2011/12
(F-1)	School Year	School Year	School Year	School Year
<u>Step</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	18.57	18.85	19.14	19.71
1	19.03	19.32	19.62	20.21
2	19.53	19.83	20.13	20.73
3	20.05	20.36	20.67	21.29
4	20.51	20.82	21.14	21.77
5	21.20	21.52	21.85	22.51
6	21.90	22.24	22.58	23.26

	2008/09	2009/10	2010/11	2011/12
(F-2)	School Year	School Year	School Year	School Year
<u>Step</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	17.12	17.38	17.65	18.18
1	17.72	17.99	18.27	18.82
2	18.31	18.59	18.87	19.44
3	18.94	19.23	19.52	20.11
4	19.57	19.87	20.17	20.78
5	20.18	20.49	20.80	21.42
6	20.80	21.12	21.44	22.08

Note: If the employee is assigned to bus driving observe Schedule F-1; if not, Schedule F-2. An employee in the F-2 position who attains a CDL will move to the F-1 Schedule the next contract year. To stay on the F-1 Schedule, the CDL must be maintained.

G. General Custodian/Maintenance/Middle School Kitchen Class III
 General Custodian/Maintenance/High School Kitchen Class III
 (8 hrs. of work per shift - 260 days)

<u>Step</u>	2008/09	2009/10	2010/11	2011/12
	School Year <u>Hourly</u>	School Year <u>Hourly</u>	School Year <u>Hourly</u>	School Year <u>Hourly</u>
0	17.35	17.62	17.89	18.43
1	17.95	18.22	18.50	19.06
2	18.55	18.83	19.12	19.69
3	19.17	19.46	19.76	20.35
4	19.73	20.03	20.34	20.95
5	20.31	20.62	20.94	21.57
6	20.91	21.23	21.55	22.20

H. Middle School Head Night (8 hrs. of work per shift - 260 days)

<u>Step</u>	2008/09	2009/10	2010/11	2011/12
	School Year <u>Hourly</u>	School Year <u>Hourly</u>	School Year <u>Hourly</u>	School Year <u>Hourly</u>
0	17.12	17.38	17.65	18.18
1	17.72	17.99	18.27	18.82
2	18.31	18.59	18.87	19.44
3	18.94	19.23	19.52	20.11
4	19.57	19.87	20.17	20.78
5	20.18	20.49	20.80	21.42
6	20.80	21.12	21.44	22.08

I. General Custodian Class II (8 hrs. of work per shift - 260 days)

<u>Step</u>	2008/09	2009/10	2010/11	2011/12
	School Year <u>Hourly</u>	School Year <u>Hourly</u>	School Year <u>Hourly</u>	School Year <u>Hourly</u>
0	16.87	17.13	17.39	17.91
1	17.45	17.72	17.99	18.53
2	18.05	18.33	18.61	19.17
3	18.66	18.95	19.24	19.82
4	19.26	19.55	19.85	20.45
5	19.85	20.15	20.46	21.07
6	20.46	20.77	21.09	21.72

J. Custodian Class I (General Cleaner & Utility)
 (8 hrs. of work per shift - 260 days)

For employees hired prior 06/30/08

<u>Step</u>	2008/09	2009/10	2010/11	2011/12
	School Year <u>Hourly</u>	School Year <u>Hourly</u>	School Year <u>Hourly</u>	School Year <u>Hourly</u>
0	16.36	16.61	16.86	17.37
1	16.96	17.22	17.48	18.00
2	17.62	17.89	18.16	18.70
3	18.20	18.48	18.76	19.32
4	18.78	19.07	19.36	19.94
5	19.38	19.68	19.98	20.58
6	20.00	20.31	20.62	21.24

For employees hired on or after 07/01/08

<u>Step</u>	2008/09	2009/10	2010/11	2011/12
	School Year <u>Hourly</u>	School Year <u>Hourly</u>	School Year <u>Hourly</u>	School Year <u>Hourly</u>
0	13.77	13.98	14.19	14.62
1	14.28	14.50	14.72	15.16
2	14.82	15.05	15.28	15.74
3	15.37	15.61	15.85	16.33
4	15.95	16.19	16.44	16.93
5	16.36	16.61	16.86	17.37
6	16.96	17.22	17.48	18.00
7	17.62	17.89	18.16	18.70
8	18.20	18.48	18.76	19.32
9	18.78	19.07	19.36	19.94
10	19.38	19.68	19.98	20.58
11	20.00	20.31	20.62	21.24

NOTES:

1. For employees hired before July 1, 2008 add \$700 in the 2008/09, 2009/10 and 2010/11 school years to annual salary schedules for Custodial A, B, C, D, E, F-1, F-2, G, H, and I, if the employee holds a either valid State of Ohio low pressure operators license, high pressure boiler operator's license or stationary engineer's license.
2. Add \$700 in the 2008/09, 2009/10 and 2010/11 school years to annual salary for a Custodian Class II if the employee is serving as a head night custodian in an elementary building or the middle school.
3. Add \$700 to the 2008/09, 2009/10 and 2010/11 school years to the annual salary of the elementary head day custodian at Millridge for responsibilities at MCHI.
4. For employees hired before July 1, 2008 add \$875 in the 2008/09, 2009/10 and 2010/11 school years annual salary for individuals who are head day custodians and have either a valid Ohio low pressure boiler operator's license, high pressure boiler operator's license or stationary engineer's license.
5. Day custodians who are qualified and are performing skilled trades work in the fields of electrical, plumbing or carpentry shall be paid at an additional rate of \$.50 per hour.
6. Add thirty-five (35¢) cents per hour in the 2008/09, 2009/10, 2010/11, and 2011/12 school years to all employees who are assigned to hold night shift positions.
7. Longevity - 10 years

Members of the bargaining unit with 10 or more years of service who work 32-1/2 hours or more per week will receive an additional \$1,375, payable with the last pay in June.

Members of the bargaining unit with 10 or more years of service who work at least 15 hours per week but less than 32-1/2 hours per week will receive an additional \$798, payable with the last pay in June.

8. Longevity - 15 years

Members of the bargaining unit with 15 or more years of service who work 32-1/2 hours or more per week will receive an additional \$1,550, payable with the last pay in June.

Members of the bargaining unit with 15 or more years of service who work at least 15 hours per week but less than 32-1/2 hours per week will receive an additional \$899, payable with the last pay in June.

9. Longevity - 20 years

Members of the bargaining unit with 20 or more years of service who work 32-1/2 hours or more per week will receive an additional \$1,850, payable with the last pay in June.

Members of the bargaining unit with 20 or more years of service who work at least 15 hours per week but less than 32-1/2 hours per week will receive \$1,073, payable with the last pay in June.

10. Longevity - 25 years

Members of the bargaining unit with 25 or more years of service who work 32-1/2 hours or more per week will receive an additional \$2,150, payable with the last pay in June.

Members of the bargaining unit with 25 or more years of service who work at least 15 hours per week but less than 32-1/2 hours per week will receive \$1,247, payable with the last pay in June.

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