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STATE EMPLOYMENT  
RELATIONS DIV.

WEST VIRGINIA UNIVERSITY

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

MAYFIELD BOARD OF EDUCATION

AND THE

MAYFIELD EDUCATION ASSOCIATION  
EDUCATION SUPPORT PROFESSIONALS  
(M.E.A.E.S.P.)

07/01/2008 THRU 06/30/2012

I. PREAMBLE

In order to best serve the interests of public education it is necessary that clear understanding, cooperation and goodwill exist between the Board of Education and its employees.

Therefore, this Agreement is made and agreed to by the Board of Education of the Mayfield City School District and the Mayfield Education Association.

II. DEFINITIONS

- A. Employee – Shall refer to all members of the bargaining unit as defined in Article III, RECOGNITION OF ASSOCIATION.
- B. Days – Shall mean actual working days.
- C. Per Diem – The employee's daily rate of pay determined by dividing the employee's salary from the current salary schedule, included in this Agreement by the number of contract days.
- D. Party(ies) – Refers to the Board of Education and/or M.E.A.
- E. Collective Bargaining Agreement – Refers to this negotiated Agreement between the Board and M.E.A.
- F. School Year – July 1 through June 30.
- G. School Contract Year – The number of days the employee is scheduled to work between July 1 and June 30.
- H. Immediate Supervisor – The lowest level administrator to whom the employee reports.

III. RECOGNITION OF M.E.A.

- A. The Mayfield City School Board of Education, hereinafter referred to as the Board, recognizes the Mayfield Education Association, hereinafter referred to as the M.E.A., affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive representative of the bargaining units defined below:
  - 1. Included:
    - a. All full-time and part-time employees in the classifications of library assistant, secretarial, instructional assistant, job trainer, building monitor, technical assistant, computer lab assistant, computer technician, career assessment technician, healthcare paraprofessional, non-Central Office Data Processing Coordinator, and Exclusion Room Supervisor.

- b. Replacement Employee, defined as a substitute hired to replace a bargaining unit member on extended leave (more than ninety (90) days).
- c. Temporary Employee, defined as a substitute hired to replace a bargaining unit member on short-term leave (ninety (90) days or less).

2. Excluded:

- a. The secretary to the Superintendent, the two (2) secretaries to the Director of Personnel, the Assistant Treasurer, the Accounting Coordinator and the Payroll Coordinator; all bargaining unit Central Office Secretarial positions in existence as of April 18, 2008 including the three (3) Payroll Clerks, the two (2) Central Office Data Processing Coordinators, the one (1) Switchboard Operator/Secretary, the four (4) Central Office Secretaries.
- b. Casual, seasonal, confidential, and management level employees as determined by SERB pursuant to Chapter 4117 of the Ohio Revised Code are excluded from the bargaining unit.
- c. Day-to-day substitutes.

B. Replacement Employee:

- 1. All provisions of the negotiated agreement, except those noted below, shall apply as of the thirty-first (31st) consecutive day in the same position and shall remain in effect until the original staff member returns from leave or until the end of the school year.
- 2. Article XV, LEAVES OF ABSENCE, Section B, Unpaid Parental Leave and Article XXIV, REDUCTION IN FORCE shall not apply to a replacement employee.
- 3. Upon return of the original staff member the replacement employee shall be non-renewed.
- 4. Should a replacement employee be considered and employed by the District subsequent to the non-renewal process, the ninety (90) day probationary period shall begin on the thirty-first (31st) day.

C. Temporary Employee:

- 1. All provisions of the negotiated agreement, except those noted below, shall apply as of the thirty-first (31st) consecutive day in the same position.
- 2. Article XV, LEAVES OF ABSENCE, Section B, Unpaid Parental Leave and Article XXIV, REDUCTION IN FORCE shall not apply to a temporary employee.

3. Should the temporary position last more than 90 days, the temporary status ends as of the ninety-first (91st) day and the employee shall have all rights of the negotiated agreement. The 90-day probationary period shall begin on the ninety-first (91st) day.

D. The Board agrees not to negotiate with any other organization for the duration of this Agreement.

E. Use of School Facilities: The M.E.A. shall have the right to use available school facilities outside of school hours after checking on the availability of the desired space with the school principal and 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 employees and the M.E.A. 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 XXIII, DISCIPLINE AND DISCHARGE shall be followed.

A Technology Committee will be created to be ongoing to address technology issues. Possible tasks for the committee could include (and should not be limited to) the following:

1. giving advice concerning implementation of new technology-based programs. (e.g. the Pinnacle Parent Viewer)
2. developing guidelines for the use of technology. (e.g. How Pinnacle data should be shared with students and parents.)
3. providing feedback from staff concerning difficulties using technology. (e.g. access problems with CHIPS)
4. developing policies for the use of technology by support staff.
5. identifying training needs for both certified and classified staff.

#### IV. RECOGNITION OF THE BOARD AND THE SUPERINTENDENT

The M.E.A. recognizes the Board as the locally elected body charged with establishment of policies for public education in the Mayfield City School District and as the employer of all personnel of the school system.

The Superintendent is recognized as the chief executive officer and primary professional advisor of the Board, as well as the educational leader of the school system. The Superintendent may enter into the negotiation proceedings.

## V. SCOPE OF AGREEMENT

- A. Both the Board and the M.E.A. agree to abide by the laws of the State of Ohio. If any provisions of this document or any application of the document shall be found contrary to law by a court of competent, final jurisdiction, then that provision or application shall be deemed invalid except to the extent permitted by law. All other provisions herein stated shall continue in full force and effect, so long as they do not conflict with any local, state or federal laws.
- B. Nothing in this document shall prohibit any employee from presenting views, proposals or grievances to the Superintendent or to the Board in accordance with established procedure.
- C. Except as otherwise provided by law or by specific agreement contained herein the operation of the school district shall be the exclusive right and responsibility of the Board.
- D. The M.E.A. is recognized as the exclusive agent to bargain for the unit defined above on salaries, working conditions, fringe benefits and other items by mutual agreement.
- E. Any policy changes that affect employees' salaries or welfare as negotiated within the scope of the Agreement may be amended only with the approval of both the M.E.A. and the Board.
- F. During the term of this Agreement, there will be no strike, concerted demonstrations or picketing, work stoppage or slowdown, professional study days or concerted failure to report to work, or loss of instructional days, or loss of workdays for any unauthorized reasons. Any employee responsible for participating in a breach of this provision is subject to disciplinary action.
- G. All negotiated agreements made between the Board and the M.E.A. are specifically detailed within this document. No other agreements have been made or implied except as specifically detailed within this document. No agreement will be binding on either party except as specifically detailed within this document. However, 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.E.A. 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.

## VI. FAIR SHARE FEE

Fair share fee shall be implemented as follows:

- A. All enrolled members as of 1/1/94 will be subject to fair share fee.

- B. All employees hired after March 23, 1994, will be subject to fair share fee.
- C. Current employees (as of 1/1/94) who are not members of M.E.A. shall have a choice until enrolled as members of M.E.A.
- D. Employees hired between 1/1/94 and March 23, 1994, shall have a choice until enrolled as members of M.E.A.
- E. Fair share fee shall apply to any employee who accepts a position at a higher hourly rate or who changes salary schedules. It is understood that this does not apply to employees involuntarily transferred.

The M.E.A. will provide a list of names of its members to the Board's Treasurer by October 31 of each school year and the amount of unified dues and fees. The Treasurer will deduct the fee from the paychecks of employees, if applicable, who elect not to join the M.E.A. The fee shall be equal for all nonmembers and shall not exceed dues paid by members. It shall be the responsibility of the M.E.A. to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to the provisions of Section 4117.09(C) of the Ohio Revised Code. Each year the M.E.A. shall have a financial disclosure statement available for fair share fee payors and shall provide fair share fee payors with thirty (30) calendar days to object. No employee is required to become a member of the M.E.A. Failure of an employee to pay the fee shall give the M.E.A. the right to bring legal action against the employee in a court of competent jurisdiction. The fee shall be deducted from the paychecks of those employees who have elected not to join the M.E.A., in accordance with (A) through (E) above, in uniform installments, from the remaining paychecks to be issued from January through August.

The M.E.A. agrees to defend, indemnify and hold harmless, the Board and its designees from any and all claims arising out of the dues deduction procedures set forth herein. In the event the Board is named as a defendant in any proceeding arising as a result of the Board's implementation of the provision, the Board agrees to promptly so notify the M.E.A. and cooperate with the M.E.A. and counsel selected by the M.E.A.

## VII. NEGOTIATING PROCEDURES

- A. The Board, through its designated representatives, shall meet with designated representatives of the M.E.A. 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.
  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 the M.E.A. 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 the M.E.A. The cost of printing the ratified Agreement shall be paid by the Board. Following ratification by the M.E.A. 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, the M.E.A. shall furnish to the Board all existing pertinent information reasonably necessary to the Board in the formulation of its proposals.

The Board and the M.E.A. may charge each other for the cost of copying. Confidential personnel files will not be open for M.E.A. inspection except as provided for in the grievance procedure.

13. "Professional negotiations" means conferring, discussing and negotiating in good faith by the Board through its designated representatives and the designated representatives of M.E.A. 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.

## VIII. 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 the M.E.A. 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 the M.E.A. as defined in Article III, RECOGNITION OF M.E.A. 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 the M.E.A.
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 the M.E.A. If the employee chooses not to be represented by the M.E.A., a representative selected by the P.R. & R. Committee of the M.E.A. shall have the right to be present and to represent the M.E.A. 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 the M.E.A. If this occurs, the M.E.A. may appeal a Step One decision to the Superintendent in accordance with Step Two of this grievance procedure.
2. The grievant, the M.E.A., 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 the M.E.A.

#### 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/her 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 bargaining unit members involving more than one school building or a decision by an administrator above the level of principal, 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 the M.E.A. 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. 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.

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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 \_\_\_\_\_

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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

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IX. SALARY SCHEDULES

Mayfield City School District Salary Schedules

ADMINISTRATIVE SECRETARY - 12 months (7-1/2 hours of work per day - 253 days)

<u>Experience Level</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	15.01	15.31	15.62	16.09
1	15.87	16.19	16.51	17.01
2	16.38	16.71	17.04	17.55
3	17.04	17.38	17.73	18.26
4	17.81	18.17	18.53	19.09
5	18.53	18.90	19.28	19.86
6	19.28	19.67	20.06	20.66
7	19.97	20.37	20.78	21.40
8	20.91	21.33	21.76	22.41
9	21.79	22.23	22.67	23.35
10	22.80	23.26	23.73	24.44
11	23.87	24.35	24.84	25.59
12	25.63	26.14	26.66	27.46

ADMINISTRATIVE SECRETARY (EXCEL T.E.C.C.) - 12 months  
(8 hours per day for 201 days, 7-1/2 hours of work per day for 52 days)

<u>Experience Level</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	15.01	15.31	15.62	16.09
1	15.87	16.19	16.51	17.01
2	16.38	16.71	17.04	17.55
3	17.04	17.38	17.73	18.26
4	17.81	18.17	18.53	19.09
5	18.53	18.90	19.28	19.86
6	19.28	19.67	20.06	20.66
7	19.97	20.37	20.78	21.40
8	20.91	21.33	21.76	22.41
9	21.79	22.23	22.67	23.35
10	22.80	23.26	23.73	24.44
11	23.87	24.35	24.84	25.59
12	25.63	26.14	26.66	27.46

SECRETARY - CLASS IIA

(10 months - 7 hours of work per day - 201 days)

<u>Experience Level</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	14.58	14.87	15.17	15.63
1	15.24	15.54	15.85	16.33
2	15.89	16.21	16.53	17.03
3	16.56	16.89	17.23	17.75
4	17.29	17.64	17.99	18.53
5	17.99	18.35	18.72	19.28
6	18.73	19.10	19.48	20.06
7	19.39	19.78	20.18	20.79
8	20.32	20.73	21.14	21.77
9	21.18	21.60	22.03	22.69
10	22.19	22.63	23.08	23.77
11	23.22	23.68	24.15	24.87
12	24.95	25.45	25.96	26.74

SECRETARY - CLASS IIA EXTENDED

(10 months - 7 hours of work per day - 211 days)

<u>Experience Level</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	14.79	15.09	15.39	15.85
1	15.49	15.80	16.12	16.60
2	16.10	16.42	16.75	17.25
3	16.82	17.16	17.50	18.03
4	17.46	17.81	18.17	18.72
5	18.15	18.51	18.88	19.45
6	18.89	19.27	19.66	20.25
7	19.64	20.03	20.43	21.04
8	20.50	20.91	21.33	21.97
9	21.43	21.86	22.30	22.97
10	22.31	22.76	23.22	23.92
11	23.42	23.89	24.37	25.10
12	25.18	25.68	26.19	26.98

SECRETARY - CLASS IIB - 10 months

(7-1/2 hours per day for 185 days, 7 hours per day for 16 days)

(Applied to High School IIA secretaries who are currently working 7-1/2 hours as of May 1, 2002.)

<u>Experience Level</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	14.58	14.87	15.17	15.63
1	15.24	15.54	15.85	16.33
2	15.89	16.21	16.53	17.03
3	16.56	16.89	17.23	17.75
4	17.29	17.64	17.99	18.53
5	17.99	18.35	18.72	19.28
6	18.73	19.10	19.48	20.06
7	19.39	19.78	20.18	20.79
8	20.32	20.73	21.14	21.77
9	21.18	21.60	22.03	22.69
10	22.19	22.63	23.08	23.77
11	23.22	23.68	24.15	24.87
12	24.95	25.45	25.96	26.74

SECRETARY C SCHEDULE - 12 months

(7-1/2 hours per day for 185 days, 7 hours per day for 68 days)

<u>Experience Level</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	14.79	15.09	15.39	15.85
1	15.49	15.80	16.12	16.60
2	16.10	16.42	16.75	17.25
3	16.82	17.16	17.50	18.03
4	17.46	17.81	18.17	18.72
5	18.15	18.51	18.88	19.45
6	18.89	19.27	19.66	20.25
7	19.64	20.03	20.43	21.04
8	20.50	20.91	21.33	21.97
9	21.43	21.86	22.30	22.97
10	22.31	22.76	23.22	23.92
11	23.42	23.89	24.37	25.10
12	25.18	25.68	26.19	26.98

LIBRARY ASSISTANTS/ELEMENTARY - 10 months (7 hours of work per day - 201 days)

<u>Experience Level</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	14.81	15.11	15.41	15.87
1	15.53	15.84	16.16	16.64
2	16.16	16.48	16.81	17.31
3	16.97	17.31	17.66	18.19
4	17.69	18.04	18.40	18.95
5	18.44	18.81	19.19	19.77
6	19.32	19.71	20.10	20.70
7	20.03	20.43	20.84	21.47
8	21.27	21.70	22.13	22.79
9	22.36	22.81	23.27	23.97
10	23.65	24.12	24.60	25.34
11	25.02	25.52	26.03	26.81
12	27.10	27.64	28.19	29.04

LIBRARY ASSISTANTS/MIDDLE SCHOOL AND HIGH SCHOOL  
(10 months - 7 hours of work per day - 201 days)

<u>Experience Level</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	14.58	14.87	15.17	15.63
1	15.24	15.54	15.85	16.33
2	15.89	16.21	16.53	17.03
3	16.56	16.89	17.23	17.75
4	17.29	17.64	17.99	18.53
5	17.99	18.35	18.72	19.28
6	18.73	19.10	19.48	20.06
7	19.39	19.78	20.18	20.79
8	20.32	20.73	21.14	21.77
9	21.18	21.60	22.03	22.69
10	22.19	22.63	23.08	23.77
11	23.22	23.68	24.15	24.87
12	24.95	25.45	25.96	26.74

BUILDING MONITOR - (Days determined by need - usually all days students in session for regular instructional/technical assistants.)

	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
<u>Experience Level</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	12.80	13.06	13.32	13.72
1	13.80	14.08	14.36	14.79
2	14.38	14.67	14.96	15.41
3	15.02	15.32	15.63	16.10
4	15.95	16.27	16.60	17.10
5	16.76	17.10	17.44	17.96
6	17.58	17.93	18.29	18.84
7	19.05	19.43	19.82	20.41

INSTRUCTIONAL/TECHNICAL ASSISTANT

(Days determined by need - usually all days students in session for regular instructional/technical assistants - plus 3 hours planning time the day before students first day.)

	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
<u>Experience Level</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	13.20	13.46	13.73	14.14
1	14.25	14.54	14.83	15.27
2	14.81	15.11	15.41	15.87
3	15.50	15.81	16.13	16.61
4	16.47	16.80	17.14	17.65
5	17.27	17.62	17.97	18.51
6	18.12	18.48	18.85	19.42
7	19.02	19.40	19.79	20.38
8	20.00	20.40	20.81	21.43

JOB TRAINER  
HEALTHCARE PARAPROFESSIONAL  
CAREER ASSESSMENT TECHNICIAN  
CEVEC INSTRUCTIONAL ASSISTANT  
EXCLUSION ROOM SUPERVISOR

- Days determined by need - usually all days students in session
- Length of day - 6 hours maximum for Job Trainer/CEVEC Instructional Assistant
- Length of day - 7 hours maximum for Exclusion Room Supervisor and Healthcare Paraprofessional

<u>Experience Level</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	14.35	14.64	14.93	15.38
1	14.96	15.26	15.57	16.04
2	15.64	15.95	16.27	16.76
3	16.18	16.50	16.83	17.33
4	16.92	17.26	17.61	18.14
5	17.57	17.92	18.28	18.83
6	18.27	18.64	19.01	19.58
7	19.17	19.55	19.94	20.54
8	20.15	20.55	20.96	21.59

COMPUTER LAB ASSISTANT

(Days determined by need - usually all days students in session.)

<u>Experience Level</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	13.74	14.01	14.29	14.72
1	14.81	15.11	15.41	15.87
2	15.41	15.72	16.03	16.51
3	16.12	16.44	16.77	17.27
4	17.11	17.45	17.80	18.33
5	17.97	18.33	18.70	19.26
6	19.49	19.88	20.28	20.89

COMPUTER TECHNICIAN (NO DEGREE) - 10 months (8 hours per day - 215 days, flexible assigned work days to be determined prior to the start of each school year)

<u>Experience Level</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	21.64	22.07	22.51	23.19
1	22.29	22.74	23.19	23.89
2	22.96	23.42	23.89	24.61
3	23.65	24.12	24.60	25.34
4	24.36	24.85	25.35	26.11
5	25.09	25.59	26.10	26.88
6	25.86	26.38	26.91	27.72
7	26.63	27.16	27.70	28.53
8	28.03	28.59	29.16	30.03

COMPUTER TECHNICIAN (\* WITH DEGREE) - 10 months (8 hours per day - 215 days, flexible assigned work days to be determined prior to the start of each school year)

<u>Experience Level</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	23.74	24.21	24.69	25.43
1	24.44	24.93	25.43	26.19
2	25.18	25.68	26.19	26.98
3	25.94	26.46	26.99	27.80
4	26.72	27.25	27.80	28.63
5	27.52	28.07	28.63	29.49
6	28.34	28.91	29.49	30.37
7	29.19	29.77	30.37	31.28
8	30.69	31.30	31.93	32.89

\* WITH DEGREE = 4-year college degree; or 2-year technical college degree and 4 years Mayfield experience or 10 years Mayfield experience.

DATA PROCESSING COORDINATOR - 12 months (7-1/2 hours of work per day - 253 days)

<u>Experience Level</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>
	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>	<u>School Year</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
0	16.75	17.09	17.43	17.95
1	17.83	18.19	18.55	19.11
2	18.59	18.96	19.34	19.92
3	19.38	19.77	20.17	20.78
4	20.24	20.64	21.05	21.68
5	21.12	21.54	21.97	22.63
6	21.94	22.38	22.83	23.51
7	22.81	23.27	23.74	24.45
8	23.67	24.14	24.62	25.36
9	24.54	25.03	25.53	26.30
10	26.03	26.55	27.08	27.89

Employees, may, upon hire be given credit for up to three years of prior related work experience.

For purposes of advancement on the salary schedule, an employee who works 2/3 or more of the total days in the contract year (for that job classification) shall be advanced a step for the next contract year.

Implementation of the salary schedules for the 2009/10 school year and the 2010/11 school year are contingent upon the 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 salary schedule for the 2011/12 school year is contingent upon the approval of both the Board of Education and the Mayfield Education Association.

X. LONGEVITY

A. 15 Years

1. Employees with 15 or more years of service (as reflected by actual service plus experience credit service from initial salary schedule placement) who work 32-1/2 hours or more per week will receive an additional \$1,887 in 2009, \$1,925 in 2010, \$1,964 in 2011 and \$2,023 in 2012, payable with the last pay in June.
2. Employees who work at least 27-1/2 hours per week but less than 32-1/2 hours per week shall receive an additional \$1,530 in 2009, \$1,561 in 2010, \$1,592 in 2011 and \$1,640 in 2012, payable with the last pay in June.
3. Employees who work at least 15 hours per week but less than 27-1/2 hours per week shall receive an additional \$1,199 in 2009, \$1,223 in 2010, \$1,247 in 2011 and \$1,284 in 2012, payable with the last pay in June.

B. 20 Years

1. Employees with 20 or more years of service (as reflected by actual service plus experience credit service from initial salary schedule placement) who work 32-1/2 hours or more per week will receive an additional \$2,193 in 2009, \$2,237 in 2010, \$2,282 in 2011 and \$2,350 in 2012, payable with the last pay in June.
2. Employees who work at least 27-1/2 hours per week but less than 32-1/2 hours per week shall receive an additional \$1,734 in 2009, \$1,769 in 2010, \$1,804 in 2011 and \$1,858 in 2012, payable with the last pay in June.
3. Employees who work at least 15 hours per week but less than 27-1/2 hours per week shall receive an additional \$1,250 in 2009, \$1,275 in 2010, \$1,301 in 2011 and \$1,340 in 2012, payable with the last pay in June.

C. Noon Aides

1. Noon Aides eligible for the longevity payment prior to June 30, 2002 for having 15 or more years of service (as reflected by actual service plus experience credit service from initial salary schedule placement) will continue to receive \$455 payable with the last pay in June.

XI. PAYROLL PRACTICES

A. Payroll Schedule

Any employees working twenty (20) hours or more per week shall be paid in twenty-four (24) equal installments on the fifteenth and the last day of each month. Employees working less than twenty (20) hours per week shall be paid during the school year (September through June). 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 the M.E.A., 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 the M.E.A. and the Treasurer's Office. Dues deduction shall begin in November and shall continue every pay in equal installments from the remaining pays in the school year. The Board shall withhold the balance of any dues/fees from the final paycheck of anyone who resigns, retires, takes leave, is terminated, or is denied membership. Employees employed by the District after October 15 of any school year may have dues deducted in even installments from the remaining paychecks from which dues for other members will be deducted following the submission of their membership form.

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 employee's contribution as required in Section 3307.51 of the Ohio Revised Code. The employee'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 employee 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 shall participate in 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.

## XII. SEVERANCE PAY

- A. Upon retirement, as hereinafter defined, classified personnel of the district, shall be entitled to be paid a sum equal to twenty-five percent (25%) of their total accumulated and unused sick leave at the time of their retirement up to a maximum of sixty (60) days. For full-time employees 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.

For part-time employees, severance pay will be 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.

- B. 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.
- C. "Retirement" shall be defined to mean resignation from Board employment in addition to one of the following:
1. Eligibility and application for benefits under the School Employees Retirement System;
  2. Ten (10) or more years of continuous service in the Mayfield Schools and age fifty (50). Leaves of absence do not interrupt continuous service or count toward service credit.
  3. Death, in which case, payment shall be made to the employee's spouse, or, if no spouse, to the employee's beneficiary(ies).
- D. An employee who does not qualify for "retirement" benefits under paragraph (1) or (2) above, but who has more than ten (10) years of continuous service in the Mayfield Schools, shall receive severance pay up to 25% of accumulated sick leave provided that the total received shall not exceed one day of pay for each year of service. An employee who does not qualify for "retirement" benefits under paragraph (1) or (2) above, but who has more than twenty (20) years of continuous service in the Mayfield Schools, shall receive severance pay up to 25% of accumulated sick leave provided that the total received shall not exceed two (2) days of pay for each year of service. Leaves of absence do not interrupt continuous service or count toward service credit.

- E. The employee shall have one (1) year following separation from service with the Mayfield Schools to apply for severance pay. Acceptance of severance pay shall eliminate all sick leave pay credit accrued by the individual up to that time and such credit may not be transferred to any other institution.

### XIII. 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

- a. All employees, employed as of March 23, 1994, who are currently working less than 20 hours but at least 15 hours per week will be eligible for benefits, with the Board paying 45% of premiums, and the employee paying 55%, for either single or family benefits.
- b. 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 – 50%      Employee – 50%

- 24.5 hours to under 27.5 hours

- Board – 60%      Employee – 40%

- 27.5 hours to under 32.5 hours

- Board – 65%      Employee – 35%

- 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.E.A.

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

**See Appendix B**

E. Prescription Drug Plan

**See Appendix C**

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. Plan Description

All employees shall receive a copy of the life insurance policy and complete plan description for each of the insurance coverages provided.

I. 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.

J. 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.

K. 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 employee's share of the premium taken prior to taxing for federal, state and local tax purposes.

L. 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.

#### XIV. GROUP INSURANCE COVERAGE WHILE ON UNPAID LEAVE OF ABSENCE

Any employee who is on an approved leave of absence or recall list shall have the option of maintaining group insurance coverages through the Mayfield School District, provided the carrier permits such action. It shall be the obligation of the employee to make the full premium payments for whatever coverages are maintained in accordance with reasonable rules and regulations and schedules of payments as may be indicated by the Board. Arrangements for this procedure should be made by the employee with the Treasurer's Office.

Failure to comply with the rules and regulations or the payment schedules shall constitute forfeiture by the employee of the right to maintain coverage.

An employee who is on unpaid leave of absence for reasons of illness or injury 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.

#### XV. 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 shall be prorated in one hour 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. Sick Leave Bank - If an employee exhausts sick leave but has not qualified for disability retirement benefits, additional sick leave may be granted from the sick leave bank per the following:
  - a. Employees who wish to be eligible to withdraw days must donate up two (2) days from their own sick leave accumulation to be credited to the sick leave bank during the open enrollment period. Donation of days shall be in writing.
  - b. The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of three (3) M.E.A. members appointed by the M.E.A. President. Application for use of days from the sick leave bank shall be made in writing.
  - c. 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.
  - d. 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.
  - e. 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:

1. Up to forty-five (45) days in any one year of the Agreement.
  2. Up to fifteen (15) days in any other year of the Agreement that forty-five days were not taken.
  3. An employee must be on active status in order to be eligible to apply for sick leave from the sick leave bank.
- f. Newly hired employees may enroll in the sick leave bank and be eligible for the benefit immediately with the donated sick days to be withdrawn from their own sick leave accumulation in January.
- g. Open enrollment periods will be offered every January for those that did not previously elect to participate with the donated sick days to be withdrawn from their own sick leave accumulation immediately.
- h. At any time the bank falls below one hundred fifty (150) days, resubmission of additional days may occur.
9. 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. MEA-ESP 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 5 years.

#### 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:
  - (1) For employees assigned to instructional positions:
    - a. the remainder of any nine (9) week grading period;
    - b. the remainder of the semester; or
    - c. the remainder of the school contract year
  - (2) For employees assigned to non-instructional positions shall be any increment of time up to the remainder of the employees' contractual year in 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 XV (H), 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

All bargaining unit members shall be granted three (3) days of personal leave, to be used to conduct personal business which cannot be conducted at any other time. Personal leave shall be prorated in one hour increments for less than the full contracted day used.

1. Unrestricted Personal Leave

During the months of January, February, March, April, July, August, September, October and November, personal leave shall be unrestricted using the following procedure:

- a. Written request for unrestricted personal leave shall be submitted to the building administrator three (3) days prior to the date(s) requested.
- b. Unrestricted personal leave shall be granted on a first-come, first-serve basis.
- c. The number of bargaining unit members on personal leave for any given day shall not exceed the following maximums:

<u>Building</u>	<u># of MEAESP Bargaining Unit Members</u>
Mayfield High School	4
Mayfield Middle School	2
CEVEC	4
Center	1
Gates Mills	1
Lander	2
MCHI	2
Millridge	2

- d. Unrestricted leave may not be taken during May, June and December.
- e. Unrestricted personal leave shall not be taken on the day before or after a vacation, holiday, or any day school is not in session for students as indicated in the school calendar or on any staff development day, records day or staff day as indicated in the school calendar.

## 2. Restricted Personal Leave

Requests for restricted personal leave shall be submitted to the Director of Personnel three (3) days prior to the date requested except in documented emergency circumstances when the three (3) day notice shall be waived.

Restricted leave may be taken on any day when the procedures outlined in this document have been followed.

Personal leave shall not be taken when the reason is covered under the sick leave provision of the contract.

Restricted personal leave with no caps shall be granted for the following reasons:

- a. Attendance at a funeral of a close friend or family member not covered by sick leave.
- b. Mandatory court appearance as a plaintiff, defendant, witness or part of the proceeding.
- c. Attendance at the wedding of the bargaining unit member, member of the bargaining unit member's immediate family or friend. An additional day will be granted for preparation for the wedding of the bargaining unit member's son or daughter. An additional day will be granted for travel out of town.
- d. Attendance at the graduation ceremony of a member of the immediate family. An additional day will be granted for travel out of town.
- e. To complete legal transactions or government business which cannot be performed after school hours, on weekends or during vacation periods.
- f. Travel conditions which make it impossible for a bargaining unit member to report as assigned.
- g. Accompanying spouse or son/daughter to join the armed forces or upon return home from overseas duty.
- h. House or dwelling of bargaining unit member damaged by fire, flood or severe accident.
- i. Repair of damaged major appliance which would create hazardous conditions to the bargaining unit member's dwelling if left unattended.
- j. Required attendance by the bargaining unit member at an institution of higher learning for the purpose of examination, graduation, and or registration for procuring a degree necessary or appropriate to the duties of the bargaining unit member.
- k. Religious holidays.

- l. Accompanying son/daughter/minor in custody of bargaining unit member to Parent/Student Orientation, honor or award ceremony at the K -12 level.
  - m. Accompanying a son/daughter/minor in custody of the bargaining unit member to and from college.
3. Personal Leave shall not be used for:
- a. Gainful Employment
  - b. Recreation or vacation
  - c. Accompanying spouse on business trip
  - d. Family reunion
  - e. Any reason which does not comply with these established guidelines.
4. Falsification of the reasons for requesting Personal Leave shall be grounds for discipline.
5. In the event that a personal leave day or portion thereof is not in compliance, the bargaining unit member shall be notified and the day or portion thereof will be considered at salary deduct and a deduction based on their per diem shall be made from the bargaining unit member's salary. For the purpose of the grievance procedure, time limits shall be calculated from the date the bargaining unit member receives the paycheck from which the deduction has been made.
6. Personal leave shall be pro-rated for part-time bargaining unit members or bargaining unit members who are employed after the start of the school year.
7. Personal leave shall not be deducted on calamity days.
8. Bargaining unit members having two (2) unused personal leave days left on the last workday each year may convert them to one (1) day of sick leave.

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 teaching 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, assault leave shall be limited to ten (10) 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).

In the event of an assault that does not result in physical injury, the Director of Personnel may review the facts surrounding the assault and make recommendation to the Superintendent of appropriate paid leave.

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 building principal. 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 principal or designated representative shall attempt to obtain a list of witnesses to said assault. The principal 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. Association Leave

Ten (10) school days per year shall be granted to the M.E.A., which shall assign such days to elected or designated delegates of the M.E.A. for the purpose of attendance at meetings or participation in the business of professional organizations affiliated with the M.E.A. The M.E.A. President shall notify the Director of Personnel of the days and persons elected or designated or delegated as soon as possible but not later than five (5) days before the leave days. The Board shall pay the cost of substitutes. An additional six (6) days shall be allowed with the cost of the substitute, if any, paid by the M.E.A.

F. School Related Leave

An employee who is required by the Board or subpoena to be absent from the employee's regular assignment regarding matters directly related to the employee's work assignment and/or work related responsibilities shall be granted paid leave.

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.

G. Educational, Professional, Family Illness and Other Leaves

An unpaid leave of absence may be granted upon the written request of an employee, where illness or other disability of the employee is not the reason for the request, upon the following conditions:

1. The employee shall have been in the active service of the Board for a minimum of two (2) years immediately preceding the period of the proposed absence.
2. The application shall have been received by the Superintendent thirty (30) calendar days preceding the leave date or in the case of illness in the immediate family at such time as is mutually agreed.
3. Reasons for which leaves may be granted are professional study, military service, educational endeavor, and other reasons which offer the employee a significant opportunity for personal or professional growth. In addition, any employee may be entitled to unpaid leave of up to one (1) year's duration during his/her employment with the Board for extended illness in the immediate family as defined in the Article XV, Section (A)(5) Paragraph 1 Sick Leave provisions of this Agreement.
4. The employee shall notify the Superintendent thirty (30) calendar days prior to the intended date of return of intent to return or resign or March 1, whichever occurs first. Upon return from leave, the employee shall be entitled to equivalent pay and equivalent duties. Leaves granted in connection with the above provisions shall be for a period not to exceed one (1) year.
5. This leave shall be subject to approval by the Superintendent subject to review by the Board upon the request of the employee. This provision shall be reasonably applied.
6. If the employee elects to purchase retirement credit for leave taken pursuant to this section, the Board's contribution for retirement purchase for the leave period shall be the lesser of:
  - a. the School Employees Retirement System's current employer's contribution rate, or,

b. the difference between the total employment cost (salary, retirement, Board paid taxes, fringe benefits, unemployment compensation costs for the replacement person) of the replacement person and the total employment cost the employee would have cost during the period of leave.

7. Family illness leave will be provided to employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). An employee may request an unpaid leave of absence for family illness, in addition to the leave provided by the FMLA, and if granted by the Board, the additional leave shall be subject to the provisions of Paragraph G (1-6) of this Article.

H. 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.

I. 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.

Salary deduct leave shall be charged for absences on any day when the school is closed for a calamity day and the employee applies to use salary deduct leave.

## XVI. JOB VACANCIES

- A. All job vacancies which are defined as any existing bargaining unit position vacated by an employee through retirement, resignation, transfer or death, or any newly created position in the bargaining unit, shall be posted for a minimum of five (5) days using email and intranet, so that employees may bid on all vacant positions. Vacancy postings must include a job title and brief description of the duties, training and qualifications required for the job. Job vacancies, if they are determined to be filled by the administration, will be filled as quickly as possible following the posting period. The parties acknowledge that the job location indicated on an individual posting may be changed.

When the compelling personal or health care needs of a special education student requires immediate service, the posting period may be shortened to a two (2) day posting upon notification to the M.E.A. President and the posting will be clearly marked two-day posting. Bids must be in writing to the Director of Personnel by 4:00 p.m. the last day of the posting.

- B. The M.E.A. President shall receive a copy of all job postings at the time the vacancy is posted.
- C. 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.
  1. Proper licensing as required by law.
  2. 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.
  3. 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.
- D. An updated seniority list will be provided to the M.E.A. President and each building office by April 1 of each school year.

## XVII. ADDITIONAL HOURS

### A. Overtime

Time and one-half (1 ½) shall be paid for all hours worked by an employee:

1. Over forty (40) hours per week;

2. On holidays;
  3. Paid leave days, holidays and calamity days are considered as time worked for compensation of overtime pay in the calendar week in which they fall.
- B. Employees may be requested or required to work in excess of their contracted hours. All additional hours must be approved by the immediate supervisor. The employee shall be compensated for all additional time worked either by compensatory time or additional pay. Compensatory time and additional pay shall be calculated at the regular hourly rate of pay for all hours between the contracted regular hours and either eight (8) hours per day or forty (40) hours per week. Overtime pay and compensatory time shall be calculated at time and one-half for all hours worked above eight (8) hours per day or forty (40) hours per week.
  - C. If additional pay or overtime pay is how the employee is to be compensated for additional hours, the additional pay shall be included in the paycheck for the following pay period in which the additional hours were reported.
  - D. Compensatory time shall be scheduled with the approval of the immediate supervisor and taken before June 30 of the contract year in which it was earned. All compensatory time earned and taken must be reported to the immediate supervisor at the end of each week, on a form provided by the Director of Personnel, and sent to the Director of Personnel with a copy to the employee. No compensatory time earned shall be recognized unless it is so documented.
  - E. Job coaches and other employees who report to a job site (for example, to meet a student who fails to attend) shall be compensated for the employee's actual time (which shall include drive time if the destination is not a Mayfield facility) or a minimum of two (2) hours, whichever is greater.
  - F. The principal may approve up to five (5) days employment above the 201-day library schedule, if needed, to be paid at each librarian assistant's hourly rate.
  - G. The Board may require up to eight (8) hours of in-service per year and will pay for all hours required according to the individual per diem/hourly rate.

## XVIII. VACATIONS

- A. Vacations shall be granted to twelve (12) month full-time and part-time employees, according to the following schedule:
  1. Effective with employees hired 7/1/81 and thereafter, vacation will be granted to all first year 12 month employees with at least one full month of service.

Formula =  $\frac{\text{Full month(s)}}{12} \times 10$  days, rounded off to the next half day.

12

- 2. One full year through five full years - 2 weeks
- Six full years through ten full years - 3 weeks
- Eleven full years through fourteen full years - 3 weeks plus 3 days
- Fifteen full years and thereafter - 4 weeks

3. Vacation will be proportional to the days and hours worked per week.

B. All vacation credits are figured on the contract year – July 1 through June 30.

C. Vacations are normally to be taken during the period that the elementary buildings are closed for the summer. Vacations can be arranged at other times with the approval of the Director of Personnel. Vacation approval may be withheld for demonstrable operational reasons only and providing a suitable substitute cannot reasonably satisfy the operational needs.

D. An employee may carry over 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.

E. Vacation shall be charged for absences on any day when the school is closed for a calamity day and the employee applies to use vacation on that day.

**XIX. WORK SCHEDULE – DAYS AND HOURS**

**A. 12-Month Personnel – effective 2007/08**

All days teachers work	
(except October	
in-service day)	- 184 days
Eleven (11) holidays	- 11
Summer months and any	
nonscheduled days	
- normally	- <u>58</u>
	253

**B. 10-Month Personnel – effective 2007/08**

All days teachers work	
(except October	
in-service day)	- 184 days
Ten (10) holidays	- 10
Four (4) days before	
teachers' first day	- 4
Three (3) days after	
teachers' last day	- <u>3</u>
	201 days

C. 10-Month Extended Personnel – effective 2007/08

All days teachers work (except October in-service days)	-	184 days
Ten (10) holidays	-	10
Nine (9) days before teachers' first day	-	9
Eight (8) days after teachers' last day	-	<u>8</u>
		211 days

- G. Employees shall be entitled to a fifteen (15) minute break during every four (4) continuous hours of work. The timing of the break will be determined by the immediate supervisor.

Emergency circumstances, educational needs or field trips may preclude the opportunity for a break on certain occasions. In the event that an employee is required by the immediate supervisor to work through lunch or required by the immediate supervisor to supervise students during lunch or break, the employee shall be paid for the time at the employee's regular hourly rate.

- H. When an employee changes to a job with a higher hourly pay rate, the pay rate will change with the effective date of the job change. The employee will be placed at the step on the new salary schedule which does not result in a reduction in hourly pay.

I. Starting Times

1. Central Office

Daily starting times shall be arranged to accommodate the needs of the positions and assignments as annually determined by the appropriate administrator. The normal workday shall be seven and one-half (7-1/2) or eight (8) hours per day. Lunch periods are thirty (30) minutes in addition to the regular workday.

2. Buildings

Daily starting times shall be arranged to accommodate the needs of the positions and assignments as annually determined by the appropriate administrator at the various work sites. The normal workday shall be seven (7) or seven and one-half (7-1/2) hours, depending on the job assignment. Lunch periods are thirty (30) minutes in addition to the regular workday.

3. Reduced Hours – 12-Month Secretarial

Reduced summer hours, one-half (1/2) hour earlier quitting time each day, shall be in effect beginning two (2) weeks after the spring closing of school and continuing until two (2) weeks before the fall opening of school.

XX. HOLIDAYS

If the day falls within the employee's work year and on said employee's scheduled workday, paid holidays are as follows:

A. Effective with the 2007/08 school year

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, Memorial Day and July 4<sup>th</sup>.

The employee shall also work or be paid for his/her scheduled day before and after the holiday.

XXI. EMPLOYEE PROBATION AND CONTRACTS

New Employee

A. All new employees shall serve a probationary period under the following guidelines:

1. Employees hired for the school setting shall serve for the first ninety (90) calendar days of their employment, forty-five (45) calendar days of which shall be during the student school year.
2. Employees hired in twelve month positions shall serve ninety (90) calendar days from the day of employment.
3. The employee must be in regular attendance during the probationary period. Regular attendance shall not be construed to restrict an employee's use of sick leave or personal leave in accordance with this Agreement.
4. The Superintendent may discharge a probationary employee at any time during the first ninety (90) calendar days without the need to establish proper cause, but a reason(s) will be provided.
5. The employee shall not have recourse through the grievance procedure to challenge a discharge during the first ninety (90) calendar days of employment.

B. If the employee successfully completes the first ninety (90) calendar days, the employee shall receive a contract which shall run from the ninety-first (91<sup>st</sup>) calendar day 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.E.A. 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.

## XXII. PROMOTED/REASSIGNED EMPLOYEE

- A. An employee who is promoted or reassigned to another job classification shall serve a trial period in the new job classification of ninety (90) calendar days excluding vacations of five (5) or more days.
- B. Employees who accept a promotional position or reassignment to another job classification shall be permitted to voluntarily return to their previous classification after thirty (30) calendar days of the trial period but before the completion of ninety (90) calendar days, or can be returned by the Board to their previous position after thirty (30) calendar days of the trial period but before the completion of ninety (90) calendar days. The employee may return prior to thirty (30) calendar days upon mutual agreement.
- C. When the Board is returning an employee to the prior position, the Superintendent or his designee shall meet with the employee to discuss the reason(s) for the decision. The M.E.A. President and the employee shall receive a copy of the notice of return to the prior job. Upon return to the prior job, the employee shall resume the rate of pay in that classification and continue with seniority unbroken by the temporary position. The decision to return an employee to a former position during the trial period in the new job classification shall not be grievable.

## XXIII. DISCIPLINE AND DISCHARGE

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.

Reasons for suspension and termination of an employee are incompetency, 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.

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, available supporting data and right to representation at least twelve (12) hours prior to a conference to give the employee an opportunity to challenge the reasons for the intended action.

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 VIII, GRIEVANCE PROCEDURE except that an employee must be provided with ten (10) days' notice prior to Board action to nonrenew.

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.

#### XXIV. REDUCTION IN FORCE (SUSPENSION OF CONTRACTS)

A. Definition – A reduction in force is a suspension of an employee contract held by a bargaining unit member. Such reduction will be taken by Board action, and individuals suspended shall be placed on a suspension list.

In the case of a reduction of employees in any classification, seniority shall govern. An employee shall be able to displace the least senior employee in the following manner:

1. The employee may displace the least senior employee with identical contract hours in any classification in which the employee has service.
2. In the event that there are no opportunities for displacing into a position with identical contract hours, the employee may displace another employee with the closest, but lower contracted hours and on down in hours until a position is found with a less senior employee, if any.

In the event an employee chooses not to move from the employee's present classification to a classification in which the employee formerly served or a different position within the employee's current classification, where the reduction will occur, the employee shall be placed on the suspension list. Normally, the Board shall give the affected employee and the M.E.A. written notice prior to June 1 of the school year preceding the school year in which the reduction will become effective; however, the Board may initiate a reduction at other times providing at least thirty (30) days' written notice is provided. The written notice shall include the date of reduction and the reason for reduction. Whenever an employee is reassigned as a result of a reduction from one classification to another and a position opens in the former classification, the employee shall, for a period of two (2) calendar years, be offered the opportunity to return to the former classification.

- B. Notice will be given to the M.E.A. President ten (10) days prior to Board action.
- C. The following procedures will govern the reduction of employees due to abolishment of a position, lack of work, lack of funds, or return of an employee from a leave of absence:
1. Job classifications for seniority shall be defined as follows:
    - a. Library Assistants
    - b. Building Secretaries
    - c. Instructional Assistants
    - d. Job Trainers/CEVEC Instructional Assistants
    - e. Technical Assistants
    - f. Career Assessment Technician
    - g. Computer Lab Assistants
    - h. Data Processing Coordinators
    - i. Exclusion Room Supervisor
    - j. Computer Technicians
    - k. Building Monitors
    - l. Healthcare Paraprofessionals
- D. Seniority shall be defined as follows:

Seniority is defined as continuous uninterrupted service in the Mayfield City School District in a classification. Seniority shall be determined by actual months worked in a classification with the employee credited for a month if the employee works or earns pay during that month. If an employee changes job classifications, the employee's seniority shall consist of credited months from the prior job classification(s) plus credited months in the new job classification. Such credit shall apply to seniority only and not to other benefits. Seniority shall accumulate during any period of reduction. Seniority accumulation shall cease when an employee resigns. When two (2) or more employees have the same seniority, seniority shall be determined first by length of previous service in Mayfield, if any, and second, by the date of official Board hiring, and, if the same, third by the recorded date on each employee's letter of intent. If a tie still remains, the employee whose application for employment contains the earliest date shall be deemed to be the most senior.

#### E. Recall

A recall shall be made in reverse order of the reduction and seniority in each classification that an employee has worked in. An employee forfeits his/her seniority and all rights of employment if he/she fails to accept a recall to work. The employee must accept or refuse employment in writing to the Director of Personnel within five (5) days following receipt of the reemployment notice. The Board shall fulfill its notice requirement by sending a registered or certified letter addressed to the employee's last known address. Employees shall remain on the recall list for a period of two (2) calendar years from the effective date of the reduction unless recalled earlier. The employee is responsible for keeping a current phone number and address on file in the office of the Director of Personnel.

Upon return to service, the employee shall resume the status and rights previously held.

The M.E.A. shall be given a written list of all employees recalled pursuant to this provision.

#### XXV. REDUCTION IN HOURS

- A. Definition – Reduction in hours is defined as an administrative reduction in the contracted hours of a bargaining unit member.
- B. Any employee who suffers a reduction in hours shall receive reinstatement hours prior to additional time being added to any other employee in the classification.
- C. In the event of a reduction in hours, notification to the affected employee must be issued thirty (30) days preceding the date of reduction.
- D. Each employee who has a change in schedule shall receive a schedule of the employee's hours of assignment prior to the beginning of each school year and/or semester.

#### XXVI. CRITERIA FOR DISPLACEMENT ELIGIBILITY AND RESTORATION OF HOURS

For job classifications #c (Instructional Assistants), #d (Job Trainers/CEVEC Instructional Assistants) and #l (Healthcare Paraprofessionals), the Board and M.E.A.E.S.P. acknowledge that flexibility in staffing positions is necessary in order to meet unique assignment or student needs. As a result, the administrative staff will establish criteria and may include unique qualifications, such as physical qualifications, for a particular position. A bargaining unit member who does not possess the unique qualifications necessary for the position will not be awarded such position, but will not lose priority rights of either restoration of hours, or recall from a suspension list.

XXVII. 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.

XXVIII. PUBLICATION OF COLLECTIVE BARGAINING AGREEMENT

The cost of publication and distribution of this Agreement shall be paid by the Board. Twenty-five (25) extra copies shall be provided to the M.E.A.

XXIX. PERSONAL FREEDOM

- A. Private Life: The private life of an employee is not within the appropriate concern or attention of the Board except as it affects the ability of the employee to satisfactorily meet assigned professional responsibilities.
- B. Nondiscrimination: Neither the Board, the administration, nor the M.E.A. shall practice any discrimination on the basis of age, sex, color, national origin or religion.

XXX. PERSONNEL FILES

- A. Employees shall have the right to review their personnel files on any regularly scheduled school day between those hours following the end of the instructional day and before the Central Office closes. This would normally be between the hours of 3:30 and 4:30 p.m. 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. Bargaining unit members shall receive a copy of any material which is placed in the file, except the following:
  - 1. Any document authored by the bargaining unit member.
  - 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 bargaining unit member's personnel file.

4. Any document previously sent to the bargaining unit member 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 bargaining unit member's personnel file. No anonymous documents shall be placed in the personnel file. The file may be reviewed by an M.E.A. representative of the bargaining unit member who has been authorized to do so in writing by the bargaining unit member. Such review by such a representative of the bargaining unit member shall be subject to all the conditions contained herein applicable to the bargaining unit member, 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.

#### XXI. RELEASED TIME FOR NEGOTIATIONS

The Board will permit members of the M.E.A. negotiating committee, up to a maximum of three (3) employees, to be excused from bargaining unit duties for one (1) day or equivalent thereof for the purpose of meeting with the Board negotiating team and engaging in bargaining.

#### XXXII. TRANSPORTATION

When an employee drives the employee's personal vehicle for school related business, the employee shall be reimbursed for all miles driven at the Board-approved mileage rate.

#### XXXIII. AUTOMOBILES

Employees shall not be required to use their own automobiles to transport students.

#### XXXIV. CALL-IN SERVICE

- A. For unexpected use of sick leave, employees are to call the designated voice mailbox (currently 440-605-9665) as follows:

1. Call before 6:30 a.m. (barring unforeseen emergency situations).
  2. After the message starts, please state the following:
    - a. Your name.
    - b. Your position and building.
    - c. The time of day you are required to work.
  3. No other calls are required.
- B. For planned leaves/absences other than sick leave, employees are responsible for calling their own substitutes as follows:
1. Call at least two (2) potential substitutes from the substitute list provided by the immediate supervisor.
  2. If a substitute is arranged, call or contact the immediate supervisor's office to indicate the name of the substitute.
  3. If a substitute cannot be arranged after two (2) attempted calls, the employee may call the call-in service to secure a substitute. In the call to call-in service the employee is to report the information in A.2. (a,b,c) above and the names of the two (2) potential substitutes the employee attempted to secure for his/her absence.

XXXV. DRUG-FREE SCHOOLS 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 12<sup>th</sup> 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/her 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
- C. The penalties that may be imposed upon employees for drug abuse violations occurring in the work place.

## XXXVI. INCLUSION

### Nursing Services/Custodial Care

Qualified nurses and/or healthcare paraprofessionals shall be the only employees to provide and conduct medical procedures. Employees other than qualified nurses and/or healthcare paraprofessionals shall not be required or requested to perform any medical procedure. Employees other than qualified nurses, or healthcare paraprofessionals shall not be required to dispense medication. Performance of the functions identified in this paragraph shall be done pursuant to specific medical instructions detailed on a properly signed authorization by the student's physician, or, in the case of medication, pursuant to the instruction of the student's pharmacist. Custodial care services, such as changing diapers, catheterization, cleaning feeding tubes, etc., shall be provided by school nurses, healthcare paraprofessionals or instructional assistants hired for and trained properly to perform the required services and shall be designated in the students' IEP.

The Board and M.E.A.E.S.P. agree to create bargaining unit member positions which shall be known as Building Monitors: The utilization of Building Monitors shall be as follows:

- A. Primary responsibility is to monitor the safety and security of students.
- B. To assume essential healthcare paraprofessional responsibilities on a temporary basis in the absence of the healthcare paraprofessional.
- D. On occasion Building Monitors may be asked to accept additional assignments and work in coordination with building office staff.
- E. Hours of Building Monitors will be determined by building administrative staff, not to exceed four (4) hours per day.

## XXXVII. DURATION

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 herein.

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.E.A.-E.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.

APPENDIX A:

**DENTAL INSURANCE BENEFIT SUMMARY**

<b>ALL PROVIDERS</b>		
Individual Calendar Year Deductible		\$25
Family Calendar Year Deductible		\$50
<b>Deductible applies to classes II and III services only</b>		
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**

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
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 <sup>1</sup>	\$100/\$200	
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	N/A	\$500 / \$1,000

<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$15 copay, then 100%	80% after deductible
Urgent Care Office Visit <sup>2</sup>	\$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

<b>Preventative Services</b>	100%	80% after deductible
Routine Physical Exams	100%	80% after deductible
Well Child Care Services including Exam and Immunizations <sup>2</sup>	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
<b>Routine Endoscopic Services</b>		

<b>Outpatient Services</b>	100% after deductible	80% after deductible
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 <sup>3,4</sup>	\$125 copay, then 100%	\$125 copay, then 80%
Non-Emergency use of an Emergency Room <sup>3,4</sup>		

**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**

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Inpatient Facility</b>		
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
<b>Additional Services</b>		
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
<b>Mental Health and Substance Abuse</b>		
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**

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

<b>Formulary Retail Program with Oral Contraceptive Coverage<sup>1</sup></b>		
Generic Copayment (Required Unless DAW)	\$5	30
Formulary Copayment	\$10	30
Non-Formulary Copayment	\$20	30
Diabetic Supplies <sup>2</sup>	\$0	30

<b>Formulary Mail Order Program with Oral Contraceptive Coverage<sup>1</sup></b>		
Generic Copayment (Required Unless DAW)	\$5	90
Formulary Copayment	\$10	90
Non-Formulary Copayment	\$20	90
Diabetic Supplies <sup>2</sup>	\$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**

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

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<b>OUTPATIENT CARE</b>	
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	
<hr/>	
<b>PREVENTIVE SERVICES</b>	
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
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<b>DIAGNOSTIC SERVICES</b>	
• Laboratory and diagnostic testing, X-rays	No Charge
<hr/>	
<b>HOSPITAL INPATIENT CARE</b>	
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	
<hr/>	
<b>EMERGENCY SERVICES (Fee waived if admitted)</b>	
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
<hr/>	
<b>AMBULANCE SERVICES</b>	
Only when transportation in any other vehicle would endanger your health	No Charge
<hr/>	
<b>BIOLOGICALLY BASED MENTAL ILLNESSES</b>	
Inpatient Services	No Charge
Outpatient Services	\$10 per visit
<hr/>	
<b>MENTAL HEALTH SERVICES</b>	
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
<hr/>	
<b>CHEMICAL DEPENDENCY SERVICES</b>	
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

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APPENDIX E: (cont.)

**HEALTH MAINTENANCE ORGANIZATION BENEFIT SUMMARY**

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<b>ALTERNATE CARE</b>	
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	
<b>INFERTILITY SERVICES</b>	
• Inpatient	30%*
• Outpatient	30%
<b>PRESCRIPTION DRUGS</b>	
• 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	
<b>DURABLE MEDICAL EQUIPMENT</b>	
Coverage limited to specific durable medical equipment	No Charge
<b>EXTENDED DEPENDENT COVERAGE</b>	
• 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	

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\*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:**

	<b>WITHOUT SCREENING 2009  SINGLE/FAMILY</b>	<b>WITH SCREENING 2009  SINGLE/FAMILY</b>
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
<b>SAVINGS</b>	<b>NO \$ PREVENTATIVE</b>	<b>NO \$ PREVENTATIVE</b>
		\$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:**

	<b>EMPLOYEE MAY GO WITHOUT SCREENING IN 2010 SINGLE/FAMILY</b>	<b>EMPLOYEE MAY GO WITH SCREENING IN 2010 SINGLE/FAMILY</b>
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
<b>SAVINGS</b>	<b>NO \$ PREVENTATIVE</b>	<b>NO \$ PREVENTATIVE</b>
		\$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 Education Association Negotiating Team

By Janice M. Koster  
Member

By Sandra Batchellor  
Member

By Yvette S. Smith  
Member

By Darlene M Fiorelli  
Member

By Nancy L. McCracken  
Member

Mayfield Education Association Officers

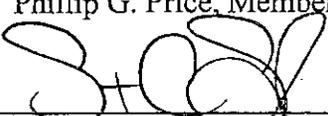
By Diana A. Beebe M.E.A. President  
Diana A. Beebe, M.E.A. President

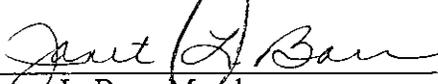
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Janice Koster, Vice President - M.E.A.E.S.P.

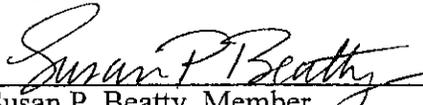
By Nicole Rucci-Macanda M.E.A. Vice President  
Nicole Rucci, Vice President - Certified

Board of Education Negotiating Team

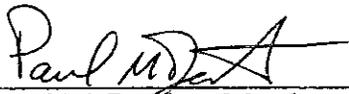
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Phillip G. Price, Member

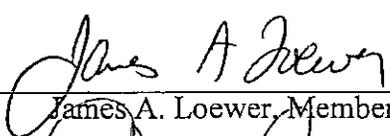
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Scott C. Snyder, Member

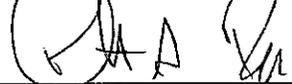
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Janet L. Barr, Member

By   
Susan P. Beatty, Member

By   
Tammi L. Bender, Member

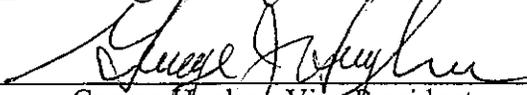
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Paul M. Destino, Member

By   
James A. Loewer, Member

By   
Robert G. Ross, 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

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