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AGREEMENT

THE DURATION OF THIS AGREEMENT SHALL BE FROM:
SEPTEMBER 1, 2010 THROUGH AUGUST 31, 2013

THE McDONALD LOCAL BOARD OF EDUCATION
600 IOWA AVENUE
McDONALD, OHIO 44437

and

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/
AFSCME/Local #4/AFL-CIO and its Local #662

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ARTICLE I

RECOGNITION

Section 1: Recognition

School Employees have the right to join or not to join any organization for their economic improvement, but membership in any organization shall not be required as a condition of employment.

The Association recognizes the Board as the duly elected representative of the people of McDonald and as the employer of the school employee personnel of McDonald Local School District.

The Board of Education recognizes that the Classified Employees are an important part of the school team. The Board hereby recognizes the Ohio Association of Public School Employees AFSCME Local 4 AFL-CIO on behalf of Local #662 as the sole and exclusive bargaining representative for all classified employees now employed or to be employed in the following described unit.

Section 2: Bargaining Unit

The classified employee bargaining unit includes all regular contracted full time and regular contracted short hour employees in the following positions or classifications who are regularly assigned to a work schedule:

A. Custodian Personnel (including domestics)

B. Food Service Personnel (Head Cooks, Assistant Cooks, Cook Helper)

C. Secretaries (Clerks)

D. School Bus Drivers

E. Educational Aides (Library)

F. Paraprofessional Aide

Local union membership excludes the Treasurer, Treasurer's Assistant, EMIS Secretary/Coordinator, Superintendent's Secretary and all substitutes.

Section 3: Exclusive Recognition

A. Any other labor organization requesting an election to determine the bargaining representative of the above units, shall provide a signed petition to State Employees Relation board (SERB) and the McDonald Board of Education indicating that no less than thirty percent (30%) of the unit are members of their organization. This petition shall be received by SERB and the McDonald Board of Education not less than ninety (90) days prior to the expiration of this contract.

B. The Board of Education agrees, for the terms of this contract that negotiations shall be conducted only with the Union. However, nothing contained herein shall abridge the right of the individual to present his/her views and recommendations to the Board of Education provided their feelings are made known, first to the Administration.

ARTICLE II

PRINCIPLES

Section 1. Attaining Objectives

Attainment of objectives of the education program of the District requires mutual understanding and cooperation between the Board and the school employee personnel. Free and open exchange of views is desirable and necessary, with all parties participating in deliberation leading to the determination of matters of mutual concern.

Section 2. School Classified Employees

The employees of the school system should have high standards. Management recognizes that their duties supplement the educational program and are of major importance. The best contribution to the overall educational system occurs when bargaining unit members provide their best effort in satisfactory working conditions provided by management.

Section 3: Board of Education Rights

A. The Board of Education shall have the right to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.

2. Direct, supervise, evaluate, or hire employees.

3. Maintain and improve the efficiency and effectiveness of governmental operations.

4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.

6. Determine the adequacy of the work force.

7. Determine the overall mission of the employer as a unit of government.

8. Effectively manage the work force.

9. Take actions to carry out the mission of the public employer as a governmental unit.

B. These rights shall be limited only by the specific and express terms of this agreement, provided they are in compliance with applicable state law.

ARTICLE III

PROCEDURES

Section 1: Directing Requests

Requests for the opening of negotiations shall be made by either party to the other party not earlier than one hundred and twenty (120) days prior to the expiration of this contract. Such request shall be made to the Superintendent or to the Union President. A mutually convenient meeting date shall be set within thirty (30) days, but not less than three (3) days of the date of such request.

Section 2: Meetings

Meetings composed of members of the Union Negotiating Committee, the Board, and the Superintendent shall be called upon the written request of any one of the parties. Requests for meetings shall contain the reasons for the request. School employee members of the committee shall be scheduled to interfere the least with school schedules. Official summary minutes shall be kept and clerical assistance provided, if requested.

Section 3: Scone

The scope of negotiations shall be wages, hours, terms and conditions of employment.

Section 4: Negotiating Team

The Board, or the representatives of the Board, will meet with the representatives designated by the Union for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Union's negotiating team will be limited to four (4) members each.

Section 5: Consultants

Up to two (2) consultants may be used by each of the parties in any of the negotiations meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams. The expense of such consultants shall be borne by the party requesting or hiring them.

Section 6: Progress Reports

With the mutual approval of both parties, progress reports may be issued to the news media. Negotiation meetings shall be closed to the press and the public.

Section 7: Exchange of Information

The Board and the Superintendent agree to furnish the Union Negotiating Committee, upon reasonable request, all available information concerning financial resources of the district.

Section 8: Submission of Issues

All issues for negotiations by the parties shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the second meeting, unless agreed to by both parties.

Section 9: Time and Place of Meetings

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meeting as well as times and places of the meetings, as well as times and places of the following meetings shall be agreed upon at the onset of each session. All meetings shall be held in executive session.

Section 10: Caucuses

Upon request of either party, the negotiating meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

Section 11: Coercion

No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

Section 12: Proposed Tentative Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the Chief Spokesperson of each party. Such initialing shall be construed as a tentative agreement by both parties on that item or issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.

Section 13: Recommendation

Prior to the negotiated contract being presented to the Union and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

Section 14: Agreement

When agreement is reached, it shall be reduced to writing and reviewed by both parties. When ratified by the Union and approved by the Board, this approval shall become a part of the official minutes. When necessary, provisions in the contract shall be reflected in individual contracts.

ARTICLE IV
FEDERAL MEDIATION

Section 1: Impasse

In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall have the option of declaring impasse. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many hours in bargaining sessions have been held and the position of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues. If impasse is decided by either party, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached by either party.

Section 2: Mediation Request

If agreement has not been reached forty-five (45) days prior to the expiration of this contract, the designated representatives of both parties shall report jointly to the Board, and if the matter is not then and there resolved, then either party may request that the matter be submitted to mediation. The parties shall contact the officers of the Federal Mediation and Conciliation services to request the appointment of a mediator. The mediation shall be conducted in accordance with the rules and regulations of the Federal Mediation and Conciliation Services. Costs and expenses incurred by either party in the utilization of a mediator shall be shared by both parties.

Section 3: Meetings with Mediator

The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

Section 4: Mediator Authority

The mediator has no authority to recommend or bind either party to any agreements.

ARTICLE V
CONSISTENCY WITH LAW

If any provision of this contract, or any application of the provisions of this contract to any person or persons shall be found contrary to any Federal or State law, regulations, ruling, or order, whether now or hereafter enacted, then such provision or application shall be inoperative but the remaining provisions hereof shall continue in full force and effect. It is mutually agreed that changes are to be made only by the negotiation process.

The Board agrees it will not lock out any member of the bargaining unit member during the term of the negotiated agreement/and the union agrees on behalf of itself and its membership that it shall not sanction any strikes, slow downs, or interference with normal operation of the school district during the term of this contract.

ARTICLE VI

NON-DISCRIMINATION

Discrimination is prohibited. No employee in the unit shall be appointed, reduced, or removed or in any way favored or discriminated against because of his/her political opinions or affiliations or because of race, national origin, religion and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

Neither the school district nor OAPSE shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights to engage in OAPSE activities.

ARTICLE VII

PAYROLL DEDUCTIONS FOR UNION DUES/FEES

Section 1: The Union and the Board agree that each and every classified full-time and short hour employee in the recognized bargaining unit should contribute equally toward the cost of administering this master agreement by OAPSE and for representation of the classified employees in the described bargaining unit by OAPSE.

Section 2: All classified employees, whether they are employed by the Board as regular full-time or regular short-hour employees, and who are eligible to hold membership in the Union shall become either:

A. A member of the Union and execute an authorization for dues deductions on a form provided by OAPSE.

B. In the alternative, the Board Treasurer shall deduct from the salaries of the employees, not applying for membership, a service fee in the amount set forth in written notification by the local Treasurer, such notice to be provided not later than September 5 of each year. Such fee shall be required as a condition of employment.

C. Any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the Union State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment shall subject such employee to the same sanctions, as would non-payment of Union dues under the agreement.

D. In no case shall the monthly service fee be in excess of the regular OAPSE membership dues.

Section 3: All bargaining unit members shall authorize payroll deduction for the payment of dues.

Section 4: Such deductions shall be made in twenty four (24) equal installments beginning on the first (1st) pay in September. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee. An employee may withdraw membership during a ten-day period from August 22 through August 31. Should a member withdraw during this withdrawal period, the Board Treasurer shall then deduct according to Section 2, B.

Section 5: Payroll deductions shall occur immediately upon request, or in the case of new employees, immediately upon employment.

Section 6: The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the State/local dues/fees, along with a complete description by name and amount, for each employee. A copy of the description shall be forwarded to the Local Treasurer. This shall be done within ten days following each deduction.

Section 7: The Union shall defend and indemnify the Board, the Treasurer, their officers, members, agents and assignees in both their individual and official capacities and hold them harmless against any and all claims, demands, suits, or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by the Board for the purposes of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Union shall retain control of and appointments of legal counsel for defense and indemnification purposes.

Section 8: The Employer agrees to deduct from the wages of any employee who is a member of the Union PEOPLE (Public Employees Organized to Promote Legislative Equality) as provided for in a written authorization. Such authorization must be executed by the employee in writing on the proper enrollment forms and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit monthly deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee for whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Deductions shall be made each pay period.

ARTICLE VIII
GRIEVANCE PROCEDURE

A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of the terms of this written agreement. If any such grievance arises, there shall be no stoppage or suspension of work, or concerted activity because of such grievance, but such grievance shall be submitted to the following grievance procedure:

1. Step One:

   Within ten (10) working days of the time a grievance arises or knowledge of a grievance, the employee or the Union will present the grievance in writing, to his supervisor or the appropriate designated person. Within five (5) working days after presentation of the grievance the supervisor or designated representative shall give his answer in writing, to the employee.

2. Step Two:

   If the grievance is not resolved in Step One, the employee or the Union representative may, within five (5) working days or receipt of the supervisor's answer, submit to the Superintendent or his designated representative the answer at Step One with the original grievance statement. The employee may request to meet with the Superintendent, and such meeting shall be held within five (5) working days of the Superintendent's receipt of the grievance. The Superintendent or his designated representative shall give the employee or his Union representative an answer, in writing, no later than five (5) working days after receipt of the written grievance or within three (3) working days following the meeting.

3. Step Three:

If a satisfactory disposition of the grievance is not made as a result of the procedure provided for the Step Two, the employee or his designated Union representative shall have the right to appeal the dispute to the Board of Education. The Board shall meet with the grievant and Union representative for the purpose of resolving the grievance within a reasonable time limit but not more than thirty (30) days from receipt of the written request for such meeting. The employee shall be notified, in advance as to the date, time, and place of the meeting. Written notification of the Board's disposition of the grievance shall be furnished the grievant, the Union and the immediate supervisor within ten (10) working days of said meeting.

4. Step Four:

If the Union is not satisfied with the disposition of the grievance by the Board of Education, the Union may, at the grievant's request, seek a binding arbitration hearing.

If the Union is the grievant, than the Union may seek binding arbitration. The request for binding arbitration shall be made within fifteen (15) working days following the receipt of the board's disposition of the grievance. Within five (5) working days following receipt of the request, the Board or its designated representative and the Union shall mutually petition the American Arbitration Association to provide both parties with a list of nine (9) names from which an arbitrator will be selected and notified in accordance with the rules of the American Arbitration Association.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Union. The arbitrator shall be confined to consideration of the contract. The cost of the arbitrator shall be borne by the losing party (either the Union or the Board of Education).

The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both Board and the Union with regard to matters involving the Collective Bargaining contract.

ARTICLE IX
LEAVES

A. Leaves of Absence

The Board of Education is required by law, upon written request of an employee, to grant leave of absence for a period of not more than two (2) consecutive school years, where illness or other disability is the reason for the request.

B. Sick Leave

An employee may be absent from regular duties because of personal illness for a period of not to exceed his total number of days accumulated sick leave without loss of pay for the following reasons: personal illness, pregnancy, injury, exposure to contagious disease.

1. Absence because of illness in the immediate family shall be granted and charged against the accumulated sick leave. The immediate family is interpreted to include:

    1. Permanent residents living in the quarters used by the school employee
    2. Parents and in-law parents
    3. Spouse
    4. Children of employee or spouse
    5. Sisters and brothers
    6. Grandparent(s) and grandchildren of employee or spouse

    Use of earned sick leave is appropriate for the above-numerated relations due to injury or illness. After five (5) consecutive days off, a doctor's excuse is needed.

2. Sick Leave Absence

    The employee's pay stub will indicate the number of days used and the number of accumulated days on each payday.

3. Sick Leave Accumulation

    Ohio Revised Code 3319.141 require that each employee is entitled to fifteen (15) days sick leave, with pay, for each year under contract, which shall be credited at the rate of one and one fourth (1-1/4) days per month.

    During the duration of this contract, the days that unused sick leave can be accumulated are three hundred twenty (320) days.

4. Classified employees who are short hour employees shall be entitled to sick leave and accrual as stated above. Short hour employees will receive payment for sick leave according to their workday.

5. The administration shall approve use of sick leave in units as small as one quarter (1/4) of a day.

6. New employees may transfer sick leave accumulated in other Ohio public employment and only to the extent that such sick leave could be accumulated as an employee of the school district.

C. Bereavement Leave

For the purpose of bereavement, the employee shall be entitled to three (3) days per occurrence in the immediate family. The immediate family for bereavement leave is interpreted to include the following:

1. Permanent residents living in the quarters used by the school employee
2. Parents and in-law parents
3. Spouse
4. Children of employee
5. Sisters and brothers
6. Sisters and brothers-in-law
7. Grandparents of the employee or spouse
8. Aunts and uncles of the employee or spouse
9. Grandchild of the employee or spouse

Employee may use not more than three (3) days for bereavement purposes except when the Superintendent recognizes the employee's unique circumstances and authorizes extended time.

D. Parental Leave

In the event that no sick leave is to be used or has been exhausted, parental leave shall be granted for the remainder of the school year in which request is applied for and up to one (1) year thereafter, under the following:

1. Written notice to the Superintendent at least sixty (60) days prior to the days of expected birth, indicating pregnancy exists and the appropriate days of leave.

2. A physician's release to return to work may be required.

3. Employee shall be allowed sick leave usage up to the number of accumulated sick leave days and will commence receiving sick leave payment on the first day of leave. Sick leave will be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of days accumulated.

E. Assault Leave

The Board of Education will grant assault leave of up to a maximum of twenty (20) days to an employee who is absent due to a physical disability resulting from a physical attack. The granting of assault leave is subject to the following limitations:

1. The physical attack must occur on school property or at a school sponsored activity during the time the employee is performing his/her job.

2. If the attack occurs at other than the above places, it must be related directly to an action or decision made by the employee in the course of performing Board of Education or Administrator assigned duties.

3. An employee claiming assault leave must take application on Board of Education forms.

4. The person so injured must present proper written proof to the Superintendent that they are under the care of a physician for such injury.

5. Assault leave granted under rules adopted by the Board of Education shall not be charged against sick leave.

F. Adoption Leave

Leave shall not be considered as sick leave and shall be leave without pay under the following:

1. Written notice to the Superintendent as soon as possible stating the approximate days of leave. Duration shall not exceed the period required by the adoption agency from the date of placement to the legal adoption date.

2. An employee will be declared eligible for re-employment when item #1 has been fulfilled and when assurance is given by the adoption agency that care for the child will cause minimal interference with job responsibilities. Employee shall have priority in reassignment to a vacancy for which he/she is qualified, but he/she shall not have prior claim to the exact position he/she had before the leave of absence became effective. The school system will have discharged its responsibilities under the policy after the individual has been declared eligible for re-employment.

4. All benefits shall be re-instated upon return to work, however, he/she shall not advance in increments unless he/she worked at least one hundred twenty (120) days of the school year in which his/her leave commenced.

G. Personal Leave

All working less than twelve (12) months covered in this contract, shall annually be granted three (3) days of unrestricted personal leave, with pay, on a non-cumulate basis. Twelve (12) month employees shall annually be granted four (4) days of unrestricted personal leave, with pay, on a non-cumulative basis. Personal leave will not be used the day before or the date after a holiday, unless approved by the Superintendent. Unrestricted means no reason is necessary. Employees will file a Board Leave form for the Treasurer's use prior to the personal leave. Unused personal leave days shall be converted to sick leave days at the end of each school year in June.

H. Return from Leave

Employees who have been granted leave pursuant to Article IX only must return to work as soon as the period of actual physical disability has ended. The employee will notify the Superintendent in writing of the date of her expected return sixty (60) days in advance or as far in advance as possible.

I. Jury Duty

All regular employees on jury duty shall be paid the difference between their salary and the jury duty pay for the number of days they are required to serve on such duty. Leave forms and jury duty pay stubs will be required for each day absent.

J. Employee Rights

Employees who are absent on sick leave pursuant to this Article IX shall have the same rights while on leave and upon return from leave as other employees who are on sick leave for reasons other than those covered by the Article. Likewise, employees who are absent on unpaid leave pursuant to Article IX shall have the same rights while on leave and upon return from leave as other employees who are absent on unpaid leave pursuant to Section 3319.13 of the Ohio Revised Code.

K. Insurance Benefits

Employees on unpaid leave may continue at their own expense all insurance coverage's provided employees by this contract. Any member of the bargaining unit who is on a Board approved unpaid leave of absence shall have the right to participate in any of the contract insurance benefits by paying the insurance premium to the Treasurer of the McDonald Local Schools on a monthly basis, prior to the first day of the month to be insured.

ARTICLE X

UNION LEAVES

A. Professional and Business Meetings

School employees are encouraged to participate in appropriate meetings that directly contribute to their assignment.

To provide for an orderly procedure in the participation of school employees, it is required that all requests for attendance at a meeting be submitted on the Board of Education professional leave and be reviewed by the Principal for appropriateness and then for consideration and approval by the Superintendent.

Provided that funds are available in the Board's appropriation, the Board of Education shall pay for the essential expense incurred at the professional or business meeting in the amount approved on professional leave form. Essential expenses include housing, meals, mileage, registration, and parking fees. Substitute personnel, if required, is the responsibility of the Board of Education.

Reimbursement will be made after attendance at the meeting and upon presentation of detailed receipts for housing, mileage, meals, registration, and parking fees. Meals shall be reimbursed to a maximum of $30.00 per day.

All meetings approved by the Superintendent will be reported to the Board of Education in the Board's agenda materials.

Personnel approved for meetings are expected to share the information with other appropriate personnel if requested by the administration.

B. OAPSE Leave

The Board agrees to permit the President and one (1) duly elected delegate of OAPSE, Local 662, leave of three (3) days each to attend the OAPSE Annual Conference with continuity of salary.

C. OAPSE Workshops

The Board agrees to permit all employees in the bargaining unit to attend OAPSE Workshops, which are held on OAPSEMEOTA Day, and to be paid for such.

D. Tuition Reimbursement

The McDonald Board of Education shall pay $50.00 per quarter hour and $75.00 per semester hour for credit courses taken, which the Superintendent determines directly, relate to the performance of the employee's duties. Reimbursement shall not exceed $225.00 per school year, per employee.

E. Travel Allowance

Any employee approved by the Board to use his/her own vehicle to service the board shall be paid at the rate established by the Board for miles actually traveled. Mileage must be submitted to the Treasurer by the 10th of the month following the use of personal vehicle.

ARTICLE XI

PAID HOLIDAYS

A. All regular classified employees who work less than eleven (11) months annually shall be entitled to eleven (11) paid holidays:

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Eve
5. Christmas Day
6. New Year's Eve
7. New Year's Day
8. Martin Luther King Day
9. Presidents Day
10. Good Friday
11. Memorial Day
12. Day after Christmas

B. All regular classified employees who work eleven (H) or twelve (12) months annually shall be entitled to thirteen (13) paid holidays:

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Eve
5. Christmas Day
6. New Year's Eve
7. New Year's Day
8. Martin Luther King Day
9. Presidents Day
10. Good Friday
11. Memorial Day
12. Independence Day
13. Day after Christmas

The designated holidays specified in the foregoing statements which may fall on Saturday shall be celebrated on the preceding Friday. Those holidays falling on a Sunday shall be observed on the following Monday except for the day before Christmas, which will be taken on the preceding Friday.

Holidays shall be paid at the daily rate worked during the week in which the holiday occurs.

ARTICLE XII

VACATIONS

A. Employees who work eleven (11) and twelve (12) months per year are entitled to the following paid vacations:

1 year through 4 years	10 work days
5 years through 12 years	15 work days
13 years through 19 years	20 work days
20 years and beyond	25 work days

B. Vacation usage cycle shall be September 1 through August 31 to coincide with duration dates of the Collective Bargaining Agreement. All collective bargaining unit employees eligible for vacation will have vacation balances reset on September 1, 1998, based on years of service and regardless of vacation used prior to September 1, 1998.

C. Vacations are to be taken by bargaining unit members on days when school is not in session - except as follows:

a. Employees will be permitted to take two (2) weeks of earned vacation during the employee's contract year with only one (1) member of each seniority classification on vacation at the same time.

b. Other requests for vacation during the school year may be approved by the Superintendent when a determination is made that said vacation period will not be in conflict with the orderly operation of the school buildings.

D. Vacations may be taken in lesser units than one (1) week with the approval of the Superintendent.

E. Vacations shall be granted on the basis of seniority within a building. Employees shall notify the Head Custodian, prior to May 1 of each year, as to when they are planning to take their vacation. The Head Custodian shall notify the Superintendent on or before May 1 of planned vacations.

F. Custodians shall be required to be on duty one (1) week prior to the opening of school, unless otherwise authorized by the superintendent.

ARTICLE XIII

LAYOFF, RECALL, SENIORITY AND BUMPING

1. All bargaining unit classifications and positions shall be filled by employees of the Board.

2. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedures shall govern such layoff.

3. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire, or otherwise vacation a position.

4. Whenever it becomes necessary to lay off employees by reason as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their respective classification. Authorized leaves of absence do not constitute an interruption in continuous service. When employees are hired at the same Board meeting, seniority will be determined by the date of application. In cases of identical seniority, the Administration and the Union shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.

5. The following classifications shall be used for the purpose of defining classification seniority in the event of a layoff.

   Custodial Personnel

Head Custodian	Secretaries
Custodians	Bus Drivers
Domestics	Educational Aides/Library Aides
Maintenance Person	

   Cafeteria Personnel

   Head Cook
   Assistant Cook
   Cook Helper

6. The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees on limited contracts shall be laid off before any employee in that classification employed under a continuing contract is laid off.

7. Twenty (20) days prior to the effective date of layoff, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the name, seniority dates and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given a twenty (20) day advance written notice of the layoff. Each notice of layoff shall state the following:

   A. Reasons for the layoff or reduction

B. The effective date of layoff
C. A statement advising the employee of their rights of reinstatement from the layoff

8. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and name all employees employed under limited contracts that shall be placed on the reinstatement list in the reverse order of the layoff. The name of employees employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the limited contract list.

9. Vacancies, which occur in the classification of layoff, shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.

10. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

11. Employees affected by layoff or RIF procedure shall have the right to displace the least senior employee in their own position or the least senior employee in a position previously held. An employee who assumes a previously held position due to bumping will be placed at the step which reflects the hourly wage corresponding with their experience in the position they were displaced. Seniority for the purpose of bumping rights shall be defined as the uninterrupted length of continuous service with the Board of Education in any position.

ARTICLE XIV

JOB POSTING

A. All classified openings within the system, whether they are newly created positions or positions vacated through retirement, resignation, or termination of an employee shall be posted within ten (10) working days for a period of ten (10) working days in all buildings and the bus garage. All job postings shall include the assignment hours worked and salary.

B. Within this ten (10) day period of posting, any bargaining unit employee may notify the Superintendent in writing or by filling out a proper application as might be requested.

C. The vacant position shall be awarded to an employee in the classification of the vacant position, if that employee is qualified to perform the duties of the position. If no employee in that classification applies for the position, it shall be awarded to a qualified applicant in the bargaining unit.

   Qualifications shall be determined by objective, job-related criteria, as determined by the Board; such as the employee's performance in his/her present position, and the employee's ability to perform the duties of the vacant position as described on the "Job Description" of the vacant position.

D. Any position being filled by a substitute employee for fifteen (15) consecutive workdays, except in cases of extended illness, injury, vacation, or other authorized leave, shall be considered a regular position and shall be posted as such in accordance with the procedure outlined in items A, B, C above.

E. All positions being worked or filled under the provisions of this section shall be awarded at the next Board meeting or a time period not to exceed forty-five (45) days following the posting period.

F. Employees shall be placed on the new salary schedule according to their total years of service with the school district.

ARTICLE XV

SALARY

A. Salary schedule: The Board will pay employees in accordance with their experience at the annual rates specified by salary schedules attached hereto.

B. The term "years experience" as used in the Salary Schedule shall mean years employed by the Board. A year of service consists of a year in which the employee worked 120 days under contract.

C. If an employee is required by the administration to work afternoons or evenings, the employee will be paid an additional twenty cents ($ .20) per hour.

D. If the employee is requested to and does perform work performed by an employee holding a higher classification, after five (5) days said employee shall receive the rate of pay required by the additional duties. Once you have served five days in a particular position, thereafter, the employee shall be paid at his/her step of the higher rate from the first day of assuming the additional duties.

E. There shall be twenty-four (24) pay periods during each twelve (12) months. Pay dates will be the 10th and 25th. of each month. If the pay date falls on a weekend or holiday, it will be paid on the work day prior to the date.

A program of direct deposit of payroll checks shall be mandatory for all bargaining unit members. A bargaining unit member may choose to have his/her paycheck deposited to any financial institution in the Automated Clearinghouse (ACH) System. All funds shall be timely deposited in order for funds to be accessible by the end of the business day on each pay date. The bargaining unit member shall supply the District Treasurer with the necessary bank account information at least ten (10) days prior to the date on which the direct deposit process is to take effect. The bargaining unit member will be responsible for keeping the District Treasurer informed of any changes in his/her direct deposit information.

Any problems see District Treasurer

F. Overtime pay and salary adjustments will be paid within twenty-eight (28) days after submission.

G. Longevity increments for employees are based on ten, fifteen, and twenty years of which five could be military service credit. All longevity increases will be implemented with the first pay in July. Anyone whose anniversary date is prior to January 1 will receive the increase the July 1 preceding their anniversary date. Those whose anniversary date is after January 1 will begin their longevity the following July.

H. The Board of Education shall pay the bus driver's license.

I. Any bargaining unit employee required to work during the time of an emergency created by tornado, flood, snowstorm, fog, or other similar weather conditions, which require a school or schools to be closed to students, shall receive compensatory time off for all hours worked on said day. All compensatory time shall be taken on non-school days.

ARTICLE XVI

HOURS OF WORK ON OVERTIME

A. The normal workweek shall be five consecutive workdays beginning with Monday.

B. The hours of work will be consecutive.

C. The Board shall pay for overtime worked and approved by his or her immediate supervisor or the superintendent at the rate of time and one-half for all hours over eight worked on any day or forty hours in any week with the exception of bus drivers. Bus drivers will be paid at the rate of time and one-half only for hours worked over forty in a week. OAPSE members working in a position other than his or her regular job will only be paid time and one-half for hours worked over forty in a week. An employee's regular schedule may not be altered without the employee's consent to avoid the payment of overtime. For example, a custodian fills in for a bus trip working 10 hours in one day but leaves early two hours a different day, no overtime will be paid as long as forty work hours were not exceeded in the week.

D. When computing overtime, the employee shall have accrued earnings (holidays, sick leave, etc.) on the scheduled workday preceding and the scheduled workday following the day in which the overtime was worked.

E. Saturday and Sunday work shall be paid at time and one-half for all hours worked.

F. Holidays shall be paid at double time for all hours worked in addition to holiday pay.

G. The Board may grant compensatory time in lieu of overtime pay at the employee's option. Such time shall be granted at time and one-half for all hours worked. Compensatory time shall not accumulate for more than 180 hours and may be taken only when school is not in session.

H. No employee is to work overtime without the prior consent of the administration.

I. When a Board owned or rented facility is being used by a citizen of the community at which no school employee is present, a custodian and/or cook shall be on duty. The employee will be paid time and one-half their regular hourly rate of pay payable in quarter hour segments. There shall be a two (2) hour minimum for all such work.

J. If an employee is called out between 11:00 p.m. and 6:00 a.m., the employee shall be paid double time, at the applicable rate of pay, two (2) hour minimum.

K. A custodial employee may work the midnight shift 11:00 p.m. to 7:00 a.m. at the discretion of the administration and head custodian.

ARTICLE XVII

INSURANCE

A. Life Insurance: The Board shall provide a fully paid group life insurance policy in the amount of $50,000.00 for the duration of this contract. If the Board changes carriers, the life insurance will remain at the figure in effect at that time and will continue at that figure for the life of the contract.

B. The Board shall provide hospitalization, major medical, dental and vision

insurance policies as outlined below for employees and their eligible dependent spouses and eligible children; providing the employee works seven (7) or more hours per day at least 191 days per year. Those employees who work less than seven (7) hours per day 191 days per year but at least three and one half (3.5) hours per day at least 96 days per year may obtain these coverage's on a pro-rated board share basis. All employees must comply with the terms of the policy and the insurance company's procedures concerning matters such as eligibility and enrollment.

C. The above coverages shall be at the same or improved benefit levels for the duration of this contract.

D. The Union shall be notified of any anticipated changes in carriers prior to any change being made.

E. The Board will provide medical/hospitalization insurance to bargaining unit members through the medical plan options provided by the Trumbull County School Employees Insurance Consortium (hereinafter "Consortium") in the following manner:

Plan Description/Employee Contributions: Eligible bargaining unit members hired on or before July 1, 2008, wanting health insurance coverage (including prescription drug coverage) will choose from the PPO plans offered through the Consortium. Such bargaining unit members choosing PPO-1 will contribute ten percent (10%) beginning with the October pay withholdings for November premiums through August 31, 2013 or members choosing PPO-2 will contribute five percent (5%) 2010-2011 beginning in October 2010 for November premiums, eight percent (8%) 2011-2012, and ten percent (10%) 2012-2013 of the monthly premium costs by payroll deduction. Eligible bargaining unit members choosing PPO-3 may subsequently change to the PPO-1 or PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a catastrophic change such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-1 or PPO-2, the employee shall pay the above listed percentages of the appropriate monthly premium costs by payroll deduction.

Eligible bargaining unit members hired after July 1, 2008, desiring health insurance coverage (including prescription drug coverage) may choose either PPO-2 or PPO-3 offered through the Consortium. PPO-2 selection will require five percent (5%) 2010-2011 beginning October 2010 for November premiums, eight percent (8%) 2011-2012, and ten percent (10%) 2012-2013 premium contribution to be made each month by payroll deduction. Eligible bargaining unit members choosing PPO-3 subsequently may change to the PPO-2 only during the annual open enrollment period or in response to a

major change recognized by the insurer as a catastrophic change such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-2, the employee shall pay the above listed percentages of the monthly premium costs by payroll deduction.

Bargaining Unit Members subscribing to dental and/or vision coverage offered will be required to contribute ten percent (10%) of the monthly premium costs by payroll deduction for each coverage selected beginning in 2010-2011 with the October withholdings for November premiums through August 31, 2013.

Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which will include an employee funded flexible spending account up to a maximum allowed by law annually. This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay non-reimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependant care expenses as allowed under section 125 of the Internal Revenue Act of 1978. The Board shall pay all administrative costs of the Section 125 Plan. Election for this plan can only be made once per year.

Eligible bargaining unit members selecting PPO-2 or PPO-3 will receive health reimbursement accounts with the Consortium for utilization in accord with IRS regulations. These health reimbursement accounts will be funded by the Board to the maximum permitted by the individual PPO plans of the Consortium.

Prescription drug coverage is included with each of the PPO plans and may not be chosen separate from the PPO nor may the PPO coverage be chosen without the accompanying drug coverage specified by the PPO plan.

Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through the spouse's employer which cost the spouse less than $175.00 per month for single coverage. If such coverage is available, the eligible bargaining unit member's spouse must enroll in at least single coverage from his/her employer for the bargaining unit employee to be eligible for family coverage from the Board. Falsification of spousal coverage information shall be grounds for discipline, including termination.

Eligible bargaining unit members who have a spouse who is also employed and eligible with this District or another Consortium member district shall either each obtain a single coverage policy from their respective employer or may select family coverage from the employer of the spouse with the earliest birth date in the year (i.e., the birthday rule). Neither spouse is eligible to receive opt-out payments if both receive coverage through the Consortium.

Eligible bargaining unit members who choose to forego their right to coverage shall receive no opt-out benefit.

ARTICLE XVIII

SEVERANCE PAY

Any employee of the Board who qualifies for severance pay may use unused accumulated sick leave for severance pay in the following manner and under the following guidelines:

1. Calculation for the severance benefit shall be twenty-five percent (25%) of the unused accumulated sick leave.
2. Severance pay shall be based on the employee's rate of pay at the time of retirement on a per diem rate.
3. To qualify for severance pay the employee must have been employed by the Board for ten (10) consecutive years.
4. This severance pay shall be paid only once by the Board to a retiring employee who has never collected severance pay.
5. Severance pay shall be paid to an employee upon receipt of notification from the State of Ohio School Employees Retirement System that the employee has officially retired. The first retirement payment will be evidence of this official notification.
6. Severance payment for accrued but unused sick leave shall be considered to eliminate all sick leave credit accrued by the employee at that time.

ARTICLE XIX

GENERAL PROVISIONS

1. Permanent Transfer From One Classification To Another. No permanent transfer of any employee shall be made from one position to another without following the established Posting and Bid Procedure.
2. Permanent Transfer From One Shift To Another. If it becomes necessary to permanently transfer an employee from one shift to another, any employee may volunteer, or the least senior employee within the affected classification shall be transferred.
3. Disciplinary Procedures.

    a. Any disciplinary action affecting an employee should be administered with the intention of improving the employee's performance. In furtherance of that end, the Board agrees that, whenever possible, a disciplinary problem shall initially be resolved between the employee and his/her immediate supervisor.

    b. All disciplinary actions, interviews, or oral reprimands affecting bargaining unit members shall be administered in private.

    c. An employee shall be suspended, or terminated from employment for cause only. In the event that an employee is to be disciplined, the Board shall provide the employee with written notice of the reason(s) for the intended action, together with the date(s) for the implementation of the disciplinary action. The employee may, upon receiving a disciplinary notice, challenge the proposed action through the grievance procedure.

d. Any Union representative shall be permitted to attend any disciplinary interview, meeting or hearing contemplated by this Article.

4. Contracting Out and Performance of Work.

The Board agrees for the duration of this Agreement, that it will enter into agreements with private contractors (only as required by law or the Ohio School Facilities Commission Preventive Maintenance (PM) and Capital Planning Program) to provide service when such service falls within the job classification and/or license of any employee performing work common to the daily operation of the schools. Otherwise, all bargaining unit work shall be performed by bargaining unit employees.

5. Student Employees.

During the school day, students may assist bargaining unit employees.

6. Distribution.

The contract shall be posted on the district website.

7. Reporting Off.

All employees are requested to notify their department heads or principal as soon as possible when they find they will not be able to report for work. If possible, reporting off should be done one (1) hour prior to the scheduled start of the shift.

8. Dispensing Medication.

No classified employee will be required to dispense medication to students nor perform nursing duties.

9. Policy Book.

The Board shall provide a copy of the Board Policy Book to the Union. It shall also provide all changes to the Policy Book so that the Local will be kept current.

10. Job Description.

The Board shall provide a copy of the job descriptions for all classifications covered under this contract.

The Union and the employees shall have input into any changes in job descriptions through meetings with Administration should any changes be implemented.

The Union and the Administration shall review all present job descriptions before the end of the 2005-2006 school year.

11. Bus Drivers

Bargaining Unit bus drivers will have the first option for trips as long as it does not require the payment of overtime and shall have the option of driving their regular routes or extra trips in the event of a conflict.

12. OAPSE members will not be required to call out substitutes outside of their regular work day.

ARTICLE XX
LUNCH PERIODS – BREAKS

A. All employees scheduled to work an eight (8) hour day shall have a one-half (1/2) hour paid lunch included in their workday.

B. All employees scheduled to work a seven (7) hour day shall have a one-half (1/2) hour paid lunch included in their workday.

C. All employees scheduled to work a six (6) hour day shall have a one-half (1/2) hour paid lunch included in their workday.

D. All employees working three (3) consecutive hours shall receive a fifteen (15) minute paid "break" which shall be taken during the normal work shift. A specific fifteen (15) minute period shall be designated by the supervisor.

ARTICLE XXI
CONTRACTS

A. The board will comply with statutory requirements for issuing individual contracts. Each contract shall state:

1. Name of school district and Board of Education employing said employee.
2. Type of contract (limited or continuing).
3. If limited, the number of years contract is to be in effect.

Employee agrees that he or she shall abide by the school rules, regulations, policies, and the negotiated collective bargaining contract. Provision for signature and date of signature of the employee shall be contained in the individual contract.

B. The Board shall comply with statutory requirements for issuing annual salary notices.

C. Resignations: Members of the bargaining unit shall have the right to resign by giving two (2) weeks notice and a meeting with the board of education representative or superintendent of schools and a union representative may be present.

D. Termination of contracts shall be in accordance with applicable Ohio Statutes. If the Superintendent intends to recommend that an employee's employment shall not be continued after expiration of the employee's current contract, then the Treasurer shall send the employee written notice prior to April 30th.

ARTICLE XXII
COMPLETE AGREEMENT

The Board and the Union acknowledge that during negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of negotiations and that all the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provision of this agreement.

The written provisions of this agreement constitute the whole and entire agreement (including all understanding) between the parties concerning any and all matters within the scope of negotiations.

Any matter or subject not covered herein has been waived by the parties for the life of this agreement. All other previously negotiated agreements not incorporated herein are null and void and have not further force or effect.

If any provision of this Master Agreement or any application of this contract to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law all other provisions or applications shall continue in full force and effect.

FOR THE BOARD

Jeff Hughes, Board President

Barry Morrison, Superintendent

Brian W. Stidham , Treasurer

FOR OAPSE #662

Tom Amicone, OAPSE #662 President

Pam Baker, OAPSE #662 Vice-President

William Padisak Jr., OAPSE Field Rep.

Other Board participants:

Kate Harvey

Jack Dugan

Other OAPSE participants:

Michele Taylor

Joe Pignanelli

MCDONALD LOCAL SCHOOLS
CLASSIFIED SALARY SCHEDULE
SEPTEMBER 1, 2010 – AUGUST 31, 2013

POSITION TILES	0		1	2	3	4	5	8	10	15	20		25
HEAD CUST HS	16.05	$	16.41	16.73	17.06	17.38	17.68	17.78	17.87	18.10	18.44	$	18.
HEAD CUST ROOS	15.95	$	16.31	16.63	16.94	17.28	17.58	17.68	17.75	18.00	18.34	$	18.
CUST DAY	15.36	$	15.71	16.03	16.36	16.70	16.98	17.10	17.17	17.40	17.74	$	17.
CUST NIGHT	15.56	$	15.91	16.23	16.56	16.90	17.18	17.30	17.37	17.60	17.94	$	18.
CUST MIDNIGHT	15.56	$	15.91	16.23	16.56	16.90	17.18	17.30	17.37	17.60	17.94	$	18.
DOM DAY	13.40	$	13.59	13.88	14.03	14.38	14.63	14.73	14.86	15.09	15.44	$	15.
DOM NIGHT	13.60	$	13.79	14.08	14.23	14.58	14.83	14.93	15.06	15.29	15.64	$	15.
HEAD COOK	12.26	$	12.48	12.68	12.89	13.27	13.52	13.63	13.71	13.96	14.32	$	14.
ASST COOK	11.42	$	11.63	11.87	12.06	12.40	12.66	12.76	12.88	13.12	13.44	$	13.
BUS DRIVER	14.61	$	14.84	15.03	15.26	15.61	15.86	15.95	16.06	16.32	16.64	$	16.
ELEM SEC	12.95	$	13.16	13.40	13.59	13.94	14.18	14.28	14.44	14.63	14.97	$	15.
HS SEC	13.06	$	13.30	13.53	13.72	14.05	14.41	14.52	14.56	14.78	15.08	$	15.
LIBRARY AIDE	12.95	$	13.14	13.31	13.48	13.81	14.06	14.19	14.31	14.48	14.69	$	14.
PARA PROFESSIONAL	8.93	$	9.11	9.29	9.48	9.67	9.85	10.06	10.25	10.47	10.67	$	10.
PLAY AIDE	7.74												

Extra-Curricular/Field trips rate shall be the driver's rate of pay for a minimum of two (2) hours and for quarter (1/4) hour segments thereafter for the entire duration of the event.

CERTIFICATE
(O.R,C.5705.412)

IT IS HEREBY CERTIFIED that the MCDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate education program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

MCDONALD LOCAL SCHOOL DISTRCT
BOARD OF EDUCATION

BY:_____
Treasurer

BY:_____
Superintendent

BY:_____
President, Board of Education