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MASTER AGREEMENT

between the

**MAPLETON LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, LOCAL #348**

Effective July 1, 2011, through June 30, 2014

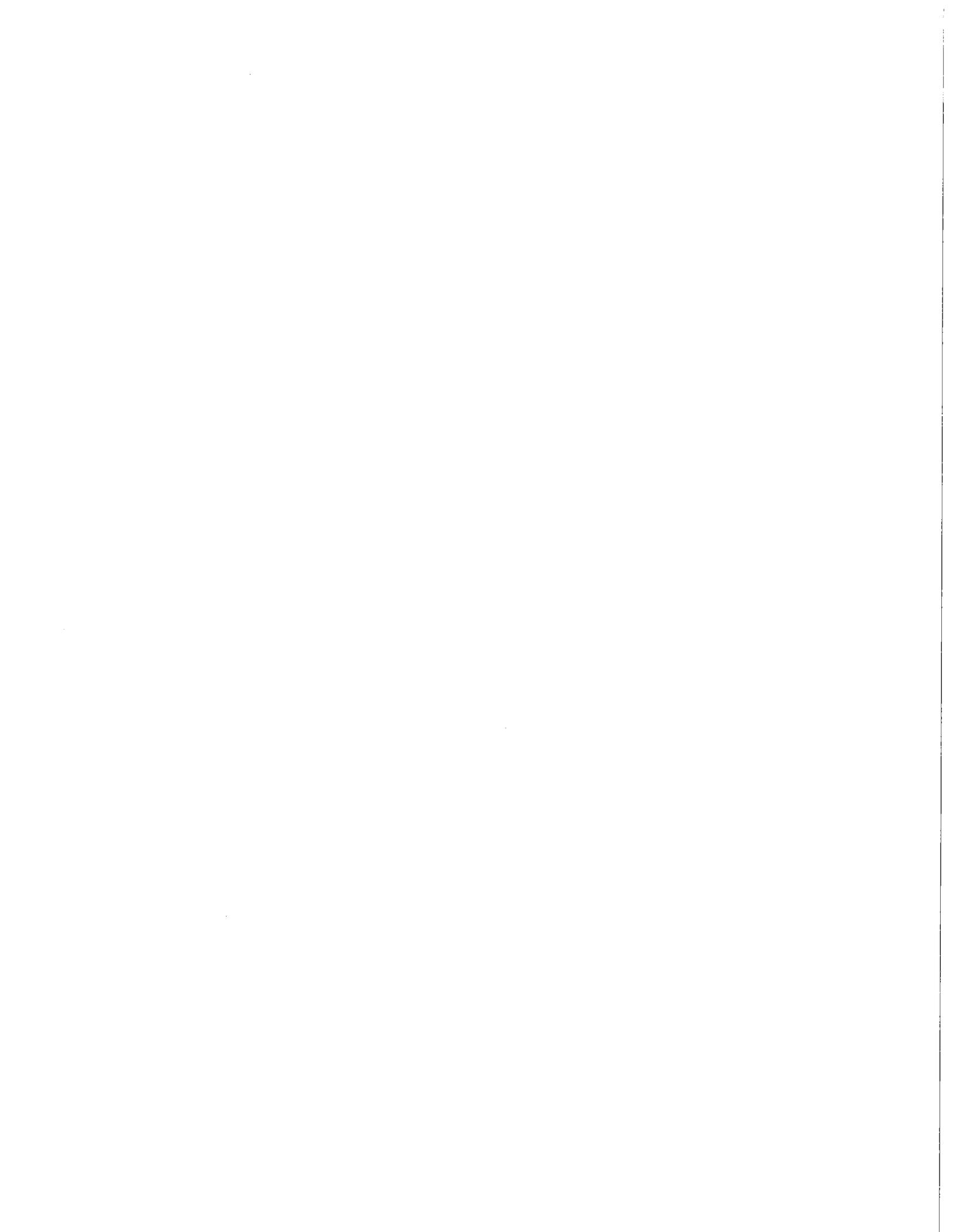


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ARTICLE I - RECOGNITION

This Agreement with respect to the recognition set forth in this item is between the Mapleton Local School District Board of Education, hereinafter referred to as the "Board," and Local #348 of the Ohio Association of Public School Employees (OAPSE), hereinafter referred to as the "Association." The Board recognizes the Association as the sole and exclusive bargaining agent and representative for all non-teaching employees employed by the Board including but not limited to:

1. Food service employees
2. Transportation employees
3. Secretaries
4. Aides
5. Custodial and maintenance employees

Excluding:

1. Confidential
2. Management-level
3. Supervisory
4. Seasonal
5. Casual and professional employees as defined by Chapter 4117 of the Ohio Revised Code.

ARTICLE II – NEGOTIATIONS PROCEDURE

- A. Either the Union or the Board may initiate by submitting a written request to the other party, no earlier than one hundred twenty (120) days nor no later than ninety (90) days prior to the expiration date of the current agreement. Within fifteen (15) days of such a written request, the parties shall mutually agree upon a date, time and place for the first negotiations session.
- B. At the initial negotiation session the parties shall exchange proposals. Thereafter, no new proposals/ issues may be added without the consent of the other party.
- C. The initial session and all other sessions shall not adjourn until a time, place and date have been established for the next negotiation session.
- D. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in "good faith", but such obligation does not compel either party to agree to proposal or require the making of a concession.
- E. All negotiating sessions shall be in closed session. Only members of the teams, third party consultants as provided for in this procedure and others as mutually agreed to between the teams, shall be in the room in which the negotiation session is being held.

- F. Either team may utilize the assistance of one (1) consultant, as it deems necessary, at any negotiation session to assist in the process. The cost of such consultants shall be borne by the party utilizing such consultants. Each team may be composed of a maximum of four (4) members including consultants.
- G. Either team may call for a caucus during a negotiating session. A caucus shall be for a period of not more than thirty (30) minutes unless otherwise mutually agreed.
- H. The Board and the Association agree to provide the other, upon request, pertinent information to areas that are the proper subject of negotiations. The requesting party shall be responsible for the cost of such information.
- I. As items are negotiated and agreement is reached, said items shall be signed by a representative of each team. The entire negotiations process, however, shall be on an entire "package agreement" concept.
- J. Each team may make periodic progress reports to the respective party they represent during negotiations. Said teams shall be accountable for the accuracy of the information. Negotiations shall be conducted only between the negotiation team as set forth in paragraph F of this agreement.
- K. The final agreement will be signed by both parties but the final agreement will not be binding until ratified and adopted by the Association and Board.
- L. Copies of the Negotiated Agreement will be made available to all classified and Administrative personnel. The cost of reproduction of the Agreement will be shared equally between the Board and the Association. An additional ten (10) copies shall be provided for each side as well as a disc of the agreement.
- M. Dispute Resolution Procedure

If after forty-five (45) calendar days prior to the expiration of the Agreement, and an agreement has not been reached on all items under negotiations; either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request. The mediator shall have no authority to bind either party to any agreements. This is the final step in negotiations and shall supersede all other dispute settlement procedures contained in Chapter 4117.14 of the Ohio Revised Code. However, such procedure shall not abrogate the Association's rights as set forth in 4117.14(D)(2).

ARTICLE III – SCOPE OF BARGAINING

- A. The Board agrees to negotiate with the Association with respect to wages, hours and terms and conditions of employment.

- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- C. This Agreement shall supersede any practices of the Board, which shall be contrary to or inconsistent with its terms.
- D. The parties agree that all negotiable items have been discussed during the negotiations leading to the Agreement, and, therefore, agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement, except as specifically provided herein.

ARTICLE IV - ASSOCIATION PRIVILEGES

A. Use of Buildings

The Association has the privilege to use school buildings for meetings during non-school hours upon the approval of the building principal and so long as these meetings do not interfere with the normal operation of the schools.

B. Use of Equipment

The Association has the privilege to use Board owned mimeograph machine, typewriters and copying machines during non-school hours upon the approval of the Superintendent and so long as the Association pays for the cost of any materials used.

C. Bulletin Board

The Board agrees to provide the Union with a bulletin board for reasonable use by the Union. The information posted on such bulletin board shall not be disruptive of the educational purposes of the school system and shall be neat in appearance at all times.

D. Board Scheduled Meetings

Release time with pay shall be granted to bargaining unit members to attend board scheduled meetings to meet with union representatives regarding union business that are held during the employee's regularly scheduled hours of employment. Release time with pay shall be granted to a bargaining unit member(s) and the local President to attend grievance hearings scheduled during the employee's workday and arbitration hearings scheduled during the employee's workday.

E. Dues Deduction

1. The Association members may authorize payroll deductions for OAPSE dues upon signing the appropriate form and submitting it to the Treasurer of the Board, but no such payroll deductions shall be used for political purposes. The Association agrees to hold the Board harmless from any and all damages and liabilities as a result of making the dues deduction called for in this section.
2. Any new employee who does not make application for membership shall, as a condition of employment, pay to the Union a fair share fee. Additionally, any current member who withdraws from or is removed from membership shall, as a condition of employment, pay to the Union a fair share fee. The fair share fee shall be by payroll deduction and not exceed the regular dues of the Union.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid.

3. Fair share fee deductions shall be automatic and not require the written authorization of the employee.
4. The Treasurer of the Board shall deduct from the employee's pay all dues deductions. The State Association shall forward to the Board Treasurer by September 1 of each year the amount to be deducted for that year if changed from the previous year. Deductions shall be made in twenty-four (24) equal installments to be made during the school year, September 1 through August 31.
5. The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the State Dues/Fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the local Association Treasurer. The Board Treasurer shall forward directly to the local Association Treasurer the amount deducted for the local dues. This shall be done within ten (10) days following each deduction.
6. The Association shall defend and indemnify the Board, 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 OAPSE Local #348 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.
7. The 30th of November shall be the deadline for employees to notify the Treasurer and the OAPSE President if they want payroll deductions for Association dues unless it is a new employee, hired after November 30 and then he/she shall have sixty (60) days after his/her hire date to join, or the end of the school year, whichever is later.

F. Seniority List

The Board agrees to provide the Union with an up-to-date seniority list each school year.

G. Representation Fees

All employees in the bargaining unit covered by the contract who are members of the union on the date the contract is signed and all other Association employees in such bargaining unit who become members of the Association at any time in the future shall, for the term of this contract, continue to be members of the Association, and the Board shall not honor dues deduction (check off) revocations from such employees.

H. Board Agenda

The Association President shall be provided with a copy of the agenda in advance of regular Board meetings.

I. PEOPLE Deduction

The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. This provision shall be effective ONLY if a minimum of three (3) members provide such authorization with a minimum of two dollars (\$2.00) deducted per pay.

ARTICLE V - GRIEVANCE PROCEDURES

A. Definitions

1. "Association" shall mean the Ohio Association of Public School Employees, Local #348.
2. "Days" shall mean workdays unless otherwise specified differently.
3. "Grievance" shall mean a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any specific provision of this Master Agreement.
4. "Grievant(s)" shall mean an employee(s) or the Association.
5. "Immediate Supervisor" shall mean the administrator having immediate supervisory responsibility over the grievant.

B. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to grievances. All parties agree that the processing of grievances will be kept as confidential as is possible and processed as expeditiously as possible.

C. Structure

The grievant may be represented at all formal levels of the grievance procedure by a designee of the Association of his/her choice.

D. Grievance Form

1. Written grievances as required herein shall contain the following:
 - a. It shall be signed by the grievant.
 - b. It shall include references to the article(s) and section(s) of the article(s) of this Agreement allegedly violated.
 - c. It shall include a statement of the grievance.
 - d. It shall contain the date of the alleged violation.
 - e. It shall specify the relief requested.

E. Time Limits

1. The number of days indicated at each step in the procedure shall be the maximum but may be extended only by written mutual agreement.
2. The grievant(s) shall initiate the informal step of the grievance procedure within twenty (20) days from the date when the alleged violation occurred or when the grievant(s) should have known of such an alleged violation.
3. Failure of the administration to provide a disposition on a grievance within the specified time limits as set forth throughout this procedure shall entitle the grievance to proceed to the next Step within the timelines required.
4. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing WITH COPIES BEING SENT TO THE LOCAL PRESIDENT.
5. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all necessary persons entitled to be present to attend, but not during work hours, unless the parties otherwise agree.

F. Procedure

1. Informal Procedure

In the event an employee or the Association believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate supervisor directly involved. The employee in his/her sole discretion may be accompanied by another employee of his/her choosing.

The informal discussion shall be held by the immediate supervisor within five (5) days of the request for said meeting. The date of the informal discussion shall be recorded on the Grievance Form (A) (Appendix C).

2. Formal Procedure

Step I

- a. If the grievance is not resolved to the grievant's satisfaction at the Informal Level, the grievant shall complete the Grievance Form B (Appendix D) and shall submit it within five (5) days of the informal discussion to his/her immediate supervisor directly involved.
- b. Within five (5) days of the receipt of the Grievance Form B, the immediate supervisor shall write his/her disposition of the grievance and his/her reason for such on the grievance form and shall forward it to the grievant, the Association President and the Superintendent.

Step II

- a. If the grievant is not satisfied with the Step I disposition of the grievance, the grievant shall within five (5) days from the date of the Step I disposition complete the Grievance Form (C) (Appendix E) and shall submit said form to the Superintendent.
- b. Within five (5) days of the receipt of the Grievance Form (C) the Superintendent shall meet with the grievant and/or his/her Association representative, if the employee has determined to be accompanied by a representative, in an effort to resolve the grievance. Said date and time of the meeting shall be by mutual consent. If a mutually agreed upon time and/or date is not initiated within five (5) days of receipt of Grievance Form C, by the Superintendent, the grievant(s) may proceed to the next level.
- c. Within five (5) days of the meeting, the Superintendent shall indicate in writing his/her position by completing the Grievance Form (C) and forwarding it to the grievant and the Association President.

Step III

- a. If the grievant is not satisfied with the disposition at Step II, the grievant(s) may, within ten (10) days of the written disposition at Level II submit the grievance to arbitration.
- b. In order to submit the grievance to arbitration, the grievant(s) must notify the Superintendent, in writing on Grievance Form D (Appendix F), within the timelines set forth above, of the grievant(s) decision to proceed to arbitration.
- c. Within ten (10) days of the submission of the grievant's decision to arbitrate a grievance, the Association shall request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties shall select an arbitrator within ten (10) days from the date of the FMCS letter listing the arbitrators. The parties shall use the alternate strike method for selection, alternating which party strikes first. The remaining name shall be designated as the arbitrator to hear the dispute in question. Prior to striking, either party shall have the right to reject the list of arbitrators and request one additional list from FMCS, paid by the requesting party if an additional charge is submitted by FMCS. If the selection of the arbitrator is not made within the ten (10) day period set forth above, the parties shall be under the voluntary rules of FMCS for the selection of an arbitrator. All procedures related to the hearing shall be held in accordance with the Voluntary Labor Arbitration Rules of FMCS.

The arbitrator shall hold the arbitration hearing promptly and issue his/her decision within a reasonable time thereafter. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his/her determination on any issue presented that is proper within the limitations expressed herein.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable, or beyond the arbitrator's jurisdiction. If the arbitrability of a grievance is an issue, the Board must notify the Union, a minimum of ten (10) days prior to the arbitration hearing that arbitrability is being raised. A copy shall be sent to the grievant, Local President and Union Field Representative.

The decision of the arbitrator shall be final and binding upon the Board, the Association and the grievant(s). All costs directly related to the services of the arbitrator shall be borne by the losing party or by both parties equally if the arbitrator's decision is a split decision. Expenses of the witnesses, if any, shall be paid by the party calling the witness. The

fees of the court reporter shall be paid by the party asking for one, with such fees being split equally if both parties desire a court reporter's recording, or request a copy of the transcript.

If grievance meetings and hearings are to be held during regularly scheduled work hours, no employee required to participate shall suffer any loss of pay or benefits as a result of such required participation. All meeting and hearings shall be held at a mutually agreed upon time and place.

G. Miscellaneous

1. No Reprisals

No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

2. Withdrawing Grievance

The grievance may be withdrawn by the grievant or the Association at any time with or without prejudice.

ARTICLE VI – WAGES AND FRINGE BENEFITS

A. Wages

The Board proposes that wage schedules shall remain the same for the duration of this Agreement.

The wage rate schedule for July 1, 2011 through June 30, 2014 appears in Appendix A of this Agreement. The steps shall remain the same as in the Current Agreement but for the 2012-13 and 2013-14 school years, no employee will be advanced a step on the wage schedule, and such step freezes shall not be restored in the future. Such freezes will not affect seniority. However, for the 2013-14 school year, the Board agrees to grant the same percentage increase across the board as granted to teachers on the BA-0 base salary for the 2013-14 school year.

B. Medical, Dental and Life Insurance

1. The Board will provide medical, dental and life insurance benefits to full-time employees who are members of the bargaining unit as set forth under the provisions of Appendix B, which summarizes insurance specifications. The Board will pay ninety percent (90%) of the insurance premiums for employees working twenty (20)* hours per week or more, and fifty percent (50%) for those employees working less than twenty (20) hours per week. Insurance coverage shall be in accordance with Consortium Plan B.

2. Section 125 Plan

A Section 125 premium-only plan will be implemented no later than January 1, 2012.

*Bus Drivers working twelve (12) or more hours are excluded from the twenty (20) hour per week provision.

C. Insurance Committee

The parties agree to establish an insurance committee to study and recommend changes to the District's medical insurance plan. The Committee will be composed of six (6) persons: two (2) appointed by the Superintendent; two (2) appointed by the OAPSE President; and two (2) appointed by the MTA President, plus consultants. The Committee will meet at least four (4) times per year, or more frequently as appropriate. The first meeting will be held no later than November 4, 2011.

D. Overtime Pay

1. All overtime hours shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee for all overtime hours worked. Overtime is defined as any time worked in excess of forty (40) hours in any one (1) week in accordance with the Fair Labor Standards Act (FLSA).
2. All overtime must be authorized in advance by the employee's supervisor except in emergency situations.

E. Mileage

Classified personnel shall be paid at the current IRS rate of pay for each mile driven for authorized use of private vehicles used to conduct school business.

F. Holidays

1. The following holidays apply to eleven (11) and twelve (12) month employees only:
 - a. July 4
 - b. Labor Day
 - c. Thanksgiving Day
 - d. Christmas Day
 - e. New Year's Day
 - f. Martin Luther King Day
 - g. Memorial Day
 - h. Good Friday

2. For employees working less than eleven (11) months the following holidays apply:
 - a. Labor Day
 - b. Thanksgiving Day
 - c. Christmas Day
 - d. New Year's Day
 - e. Martin Luther King Day
 - f. Memorial Day
 - g. Good Friday
3. An employee is entitled to pay for the holidays listed, provided he/she accrued earnings on the workday scheduled immediately preceding and following such holiday, with the exception of sick leave days and vacation days taken the day before and/or after a holiday.
4. If any holiday falls on a Saturday or a Sunday, the employee shall be given either the previous Friday or the following Monday off at the discretion of the Board.
5. If any employee is required to work on any holiday, he/she shall be paid at the rate of one and one-half (1-1/2) times his/her regular hourly rate of pay, or be granted compensatory time off at the rate of one and one-half (1-1/2) times his/her regular hours, at the discretion of the Superintendent. Such time shall be in addition to the holiday pay.
6. Holidays shall be counted as workdays for employees in considering overtime. The employee shall be credited with the regular number of hours he/she would have worked had there been no holiday.
7. Employees shall be provided a copy of the following school year Calendar, as established by the Board, no later than August 1, before the beginning of that school year. The Calendar shall include possible Make-up Days for possible Calamity Days.

G. Vacations

1. All vacations must have prior approval of the Superintendent.
2. Each full-time classified employee (two hundred sixty (260) days per year, less eight (8) holidays) after service of twelve (12) months (365 days) with the Board shall be entitled, during each year thereafter, to vacation leave with full pay for a minimum of ten (10) workdays. These same employees continuing in the employ of the Board for ten (10) or more years of service shall be entitled to vacation leave with full pay for a minimum of fifteen (15) workdays. Employees with fifteen (15) or more years of service shall be entitled to vacation leave with full pay for a minimum of twenty (20) workdays.

All employees shall earn vacation days beginning with July 1 of each year and must utilize those days prior to July 1 of the following calendar year (exception is the one (1) week of vacation carry-over provision in section 4 of this article). In order for all employees to earn and use vacation days during the July to July time period, vacation time will be prorated from the employee's anniversary date to July 1, 2004 after the employee has met the twelve (12) month (365 day) service requirement. No employee shall have their vacation reduced or lost as a result of the change from August 1 to July 1.

3. All twelve (12) month employees may take one (1) week (five (5) workdays) of the earned vacation during the time school is in session, but not more than one (1) person at a time from each building. Christmas Eve, New Year's Eve and the day after Thanksgiving are excluded from the five days. All other earned vacation will be taken when school is not in session.
4. Full-time employees may utilize vacation time to the extent of no more than four (4) continuous week's vacation in any given year. Only one (1) week of vacation may be carried over.

H. Calamity Days

1. A "calamity day" is defined as a scheduled school day on the school calendar during which all classes in the school district are canceled due to weather or other emergency conditions. The provisions of this section refer only to the number of days, which may be excused by the State Superintendent of Public Instruction.
2. All classified personnel in the bargaining unit will be paid at his/her regular rate for his/her daily contract hours whether they are required to work or not.
3. Classified employees may be required to work on calamity day by their supervisor or the Superintendent. In addition to their regular pay, hours requested to work during calamity days will be paid one-half (1/2) regular rate. No classified employee shall refuse to work on a calamity day if requested to do so by his/her principal or the Superintendent. Any employee required to work on a calamity day shall be paid a minimum of two (2) hours.
4. Calamity days that occur during personal vacation will count as vacation days.

I. Severance Pay

1. The Board will pay to employees who are eligible for retirement payments under the State Employees Retirement System, who are retiring directly from employment in the Mapleton Local School District, severance pay based on the employee's rate of pay at the time of retirement, not to exceed one-fourth (1/4th) of his/her accrued, but unused, sick leave, and not to exceed a maximum of forty-six (46) days. Such payment shall be made only once to an employee. Payment for sick leave, on this basis shall be considered to eliminate all sick leave accrued by the employee at that time.

2. As provided by law, an employee who has at least ten (10) years service credit with the Mapleton Local School District may elect to be paid in cash for one-fourth (1/4th), to a maximum of forty-six (46) days, the value of his/her accrued but unused sick leave. This payment is to be made upon evidence of approval of retirement benefits by the appropriate retirement system and verification from the employee that the first check has been received. Payment will not, however, be made at the time of an employee's resignation from the Board prior to settlement.

Employees who meet the retirement eligibility requirements under the State Employees Retirement System and die prior to retirement, shall have their severance pay, if any, paid to the employee's stated beneficiary. If no beneficiary is noted, such payment will be provided to the employee's estate in accordance with law.

3. The above payments shall be exempt from deductions, except as provided by law.

J. Call-In Time

A minimum of one hour of pay will be paid to an employee if they are called to report to their job when off duty.

K. Estate Clause (Vacation or Compensatory Time)

Any accumulated and unused vacation and/or compensatory time earned by an employee at the time he/she leaves the employment of the Board shall be paid to the employee. If an employee dies while employed by the Board, the payment for the accumulated and unused vacation and/or compensatory time will be paid to the employee's estate in accordance with law.

L. Payroll Procedures

1. Payment of Wages

- a. Wage payments shall be in twenty-six (26) installments and shall be paid on alternate Fridays beginning with the second Friday following the first teacher report day of each school year, except that if a scheduled payday is on a legal or school holiday, said payday shall be moved up to the last weekday prior to such holiday. Direct deposit of pay shall be mandatory for all members of the bargaining unit.
- b. When deductions are made for unauthorized absences, such deductions shall be on the basis of the employee's regular per diem wages.
- c. Custodians will be paid on a time sheet basis.

2. Credit Union Deductions

The Board will authorize the Treasurer to deduct monies from member's paychecks to be deposited in the employee's credit union upon written request of the employee.

3. Tax Shelter Annuities

Individual tax sheltered annuity contracts may be purchased by members from insurance companies which are licensed to do such business in the State of Ohio in accordance with the following provisions:

- a. A minimum of five (5) participants for each different annuity/insurance company must be initially enrolled and be maintained for a period of one (1) year.
- b. All tax sheltered annuity programs will be governed by federal and state laws, regulations and rules concerning tax-sheltered annuities.
- c. "Tax sheltered" means that no federal income tax is paid currently on that part of the salary utilized to purchase the annuity.
- d. Members assume sole responsibility in the selection of the company from which they wish the annuities purchased.
- e. Premiums and Premium Payment: Salary deductions shall be made in equal amounts from two (2) pay periods each month during the contract year with the amount to be determined by the member. However, the minimum deduction is ten dollars (\$10.00) per pay. The maximum deduction must be in accordance with IRS rulings and may not exceed this amount. It is the member's responsibility to pay all penalties for exceeding the legal IRS rulings.

M. Compensatory Time

Compensatory time granted in lieu of overtime shall be documented by the employee and upon approval of the supervisor shall be submitted to the Treasurer's office. Compensatory time off shall be recorded on a leave form and submitted to the Treasurer's office. All compensatory time granted shall be taken within the current contract year prior to June 30th.

N. Board Reimbursement of the Costs of Background Checks

Beginning with the effective date of the Master Agreement, the Board of Education will reimburse bargaining unit members for up to Fifty Dollars (\$50.00) of costs incurred related to state and federal background checks required by the Ohio Revised Code. Such reimbursement shall be made within thirty (30) calendar days of the Board's receipt of evidence that the employee has paid for the background check.

ARTICLE VII – LEAVES OF ABSENCE

A. Personal Leave

1. An employee may be absent from duty without loss of pay for up to three (3) days during a contract year. Except in emergencies, a written notice of intended absence shall be submitted to the principal or immediate supervisor at least forty-eight (48) hours prior to the expected absence.
2. "Personal Business" shall be interpreted to include but not be limited to funerals not covered under sick leave; mandatory court appearances, except when the employee is involved in or guilty of a crime; necessary legal or business matters that cannot be attended to after school hours, on Saturday, or during vacation periods; religious holidays and urgent or unusual family obligations (family is defined as husband, wife, children, father, mother, brother, sister, parent-in-law, son-in-law, daughter-in-law, or any member of the same household) such as adoptions, weddings, and graduations over which the employee has no direct control.
3. Except in emergencies, personal leave will not be granted on the day before, or the day after, a holiday, vacation, in-service day, or during the first and last weeks of school. Personal leave may be taken on a half-day or full day basis but not more than one day at a time unless approved by the Superintendent.
4. An employee shall not be charged for a day of paid leave when the district schools are closed due to a calamity day.
5. Personal leave not used shall be added to employee's accumulated sick days at the end of the employee contract year.

B. Leave of Absence

1. Definition

A leave of absence is understood to mean a period of extended absence from duty, by an employee of the Board of which written request has been made and formal approval has been granted by the Board. Without request, the Board may grant a leave of absence to an employee because of physical or mental disability.

2. Purpose for Which Leaves of Absence May be Granted

An employee of the Board shall be granted a Leave of Absence for the following reasons:

- a. Illness
- b. Disability

3. Compensation During Leave of Absences

All leaves of absence are without pay.

4. Length of a Leave of Absence

Leaves of Absence for any purpose do not extend for longer time than twenty-four (24) months.

5. Expiration of Leave of Absence

At the expiration of the specified period of leave, an employee is deemed to have terminated his/her employment with the Board if he/she, at that time, declines a position, which has been offered to him/her.

6. Physical Examination Upon Request for and Return from Leave

When an employee requests a leave of absence for reasons of ill health or when, without request, the Board proposes to grant him/her a leave on account of physical or mental disability, the employee shall submit to a physical examination administered by a designated physician. The result of this examination may be considered to determine whether or not the person shall return to the services of the school at the time specified. However, before returning to work, the Board may require the employee to provide a physician's letter stating that such employee is capable of performing his/her job responsibilities.

7. Employment Upon Return from Leave

When the leave of absence has expired, the Superintendent is obligated to assign the person a comparable position in his/her classification on the proper pay scale level.

C. Family and Medical Leave

1. Notwithstanding other provisions of the Agreement, the Board agrees to abide by the provisions of the Family Medical Leave Act of 1993. The parties to this agreement agree that all benefits guaranteed by the act will be provided to a member(s) covered by this agreement. Any alleged violations of the act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents a member from enforcing their rights under the act as provided by law.

2. Insurance Continuation

The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and life insurance plans for the member while he/she is on leave under this section.

3. Year

A year shall be defined as the twelve (12) month period of time from the last usage of this leave under FMLA by the employee.

4. Protection of Employment

- a. The Board shall return the member taking a leave under this section to the same position he/she occupied prior to the leave.
- b. The taking of a leave under this section shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

D. Sick Leave

1. Each person who is employed by the Board shall be entitled to fifteen (15) sick leave days with pay for each year under contract, which shall be credited at the rate of one and one fourth (1-1/4th) days per month. Employees may use sick leave, upon notification to the building principal or immediate supervisor, for absence due to illness, injury, disability due to pregnancy, exposure to contagious disease which could be communicated to other employees, or illness or death of a close relative. The Superintendent may require verification of conditions from whatever source the Superintendent considers a competent authority.
2. Those regular employees under contract other than substitute employees whom render part-time seasonal, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees herein.
3. There shall be no limit on the number of sick leave days that may be earned.
4. The term "immediate family" shall include: father, mother, husband, wife, child, sister, brother, and any person living in the same household.
5. The term "close relative" shall include: Grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, and nephew.
6. A newly hired full-time classified employee shall be advanced five (5) days sick leave; however, maximum annual accumulation shall be fifteen (15) days.

E. Education Reimbursement, Professional Fees, Professional Meetings, and Trips

1. Professional meetings are defined as meetings, workshops or conferences designed to improve the competency and performance of the participant in his/her field.

2. Request for attendance at professional meetings within the State and for no longer than three (3) days shall be submitted on the appropriate form to the Superintendent who will approve or disapprove. The Superintendent will approve or disapprove the request on the relative merits, potential worth to the school district, and the availability of funds.
3. Request for out-of-state conferences and professional meetings lasting longer than three (3) days will be submitted on the appropriate form one (1) month prior to the date requested.
4. Reimbursement shall be made upon completion of the proper form requesting same, the submission of receipts, and approval of the Superintendent. Reimbursement for at professional meeting shall be paid according to the following schedule:
 - a. Transportation: Paid at the IRS rate with two hundred (200) miles maximum.
 - b. Lodging: Forty-Five Dollars (\$45.00) per night (maximum of two nights).
 - c. Meals: Twenty-Five Dollars (\$25.00) daily.
 - d. Registration Fee: To be paid in full.
5. There is a limit of Two Hundred Dollars (\$200.00) per leave, exclusive of registration fees.
6. Persons receiving compensation for expenses shall file an itemized account of such expenses including receipts for paid bills with the Treasurer.
7. Professional Fees
 - a. The following required certifications shall be reimbursed by the Board upon proof of completion:
 - 1) Aide Certification
 - 2) CDL Certification/Recertification

F. Association Leave

A maximum of four (4) days will be granted each school year for Association members to attend OAPSE related activities without loss of wages or benefits. The Association will submit a leave request for the person(s) attending and the desired dates to the Superintendent.

G. Military Leave

The Mapleton Local School District will abide by Sections 3319.14 and 5923.05 of the Ohio Revised Code concerning military leave of absence, payments, and return from these leaves.

H. Judicial Leave

A member shall be granted leave for the number of days or partial days needed to accept jury duty or when subpoenaed to appear in any Ohio court of law. The amount of compensation received for these services will be deducted from the member's regular earnings. The proof of compensation received must be submitted to the Treasurer within five (5) workdays after the employee receives said compensation.

I. Assault Leave

Pursuant to, and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be provided to a unit member who is absent from his/her assigned duties because of physical injury resulting from an assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code, or leave granted under rules adopted by the Board pursuant to Section 3319.08 of the Ohio Revised Code. Said unit member shall be granted assault leave and shall be maintained on full pay status during such absence.

A unit member shall be granted assault leave according to the following rules:

1. The incident, resulting in the disability of the unit member, must have occurred during the course of employment with the Board.
2. Upon notice to the principal or immediate supervisor that an assault upon a unit member has been committed, any unit member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the unit member's knowledge regarding said assault, sign said statement and present it to the building principal or immediate supervisor.
3. If the unit member is absent from his/her assigned duties due to the disability, a certificate from a licensed physician, stating the nature of the disability and its duration, will be required before assault leave payment is made.
4. A unit member shall not qualify for payment of used assault leave until the Assault Leave form has been submitted.
5. Said unit member shall not be permitted to accrue assault leave.
6. Payment shall be discontinued when the unit member elects to retire or is no longer under contract with the Board.

7. Falsification of either a signed statement or a physician's certificate is reason for termination of employment under Section 3319.081 of the Ohio Revised Code.
8. Assault leave will continue until the unit member is released by a physical to return to work or a maximum of 30 days of assault leave has been used.

ARTICLE VIII – JOB DESCRIPTIONS AND PROVISIONS

A. Job Descriptions

No employee shall be required to work outside of his/her job classification unless he/she agrees to do so. All job descriptions are to be reviewed by the supervisor and the employee, when a new employee actually begins work. The Superintendent shall define the contents of job descriptions subject to review by the Board. Employees will be given a revised copy of job description for their job classification.

B. Cafeteria Personnel

1. The head cook is responsible for all aspects of the food service programs. The salary of the head cook shall be set by the Salary Schedule in the Negotiated Agreement.
2. All cooks are responsible for the preparation and serving of food and all such duties assigned by the head cook.
3. Work year consists of student days, plus holidays, plus two (2) days for cafeteria preparation/cleaning.
4. If any cafeteria employee is scheduled to work longer than five (5) hours on any workday, he/she shall be scheduled for a thirty (30) minute un-paid, duty-free lunch period.
5. Cafeteria employees serving banquets will receive \$10.00 per hour when hours are less than 40 hours per week. When their combined work time exceeds 40 hours per week or they work on a (Sunday-Saturday) they will be paid time and one-half (1-1/2) their regular hourly rate if such rate exceeds \$10.00 per hour. A minimum of two (2) hours will be paid on all scheduled outside activities requiring a cook on duty. Employees shall be paid by the Board.
6. A cook will be on duty any time the kitchen is used in any building except for activity fund organizations.
7. All cafeteria personnel are responsible for carrying out his/her assigned duties in accordance with the established Board policies.

8. A period of one hundred twenty (120) days of employment during the contract year is required for advancement on the wage schedule. Such period shall include approved paid leaves and days on workers' compensation leave.

C. Secretarial Personnel

1. Work year consists of teacher days plus holidays. In case of school closing for weather or calamity, secretaries shall work at the discretion of the administrator in charge. Additional days may be scheduled by the Administration as needed.
2. All secretarial personnel are responsible for carrying out his/her assigned duties in accordance with the Board policies.
3. A period of one hundred twenty (120) days of employment during the contract year is required for advancement on the wage schedule. Such period shall include approved paid leave and days on workers' compensation leave.
4. Secretaries shall have a thirty (30) minute unpaid duty free lunch period.
5. Elementary secretaries shall not have to watch students (that can't go out due to illness or uncompleted work) during morning and afternoon recess.

D. Custodial Personnel

1. Work year consists of two hundred sixty (260) days, including holidays and vacation days. The regular workweek shall be forty (40) hours per week. The length of the workday is eight (8) hours per day.
2. All custodian personnel are responsible for carrying out his/her assigned duties in accordance with the established Board policies.
3. Custodians shall have a thirty (30) minute unpaid lunch period. However, if the custodian is required to work by direction of the immediate supervisor during such thirty (30) minute period, the custodian shall be paid for that time.
4. A period of one hundred twenty (120) days of employment during the contract year is required for advancement on the wage schedule. Such period shall include approved paid leaves and days on workers' compensation leave.
5. If a custodian is not assigned to duty during any school or outside function (e.g., banquets, athletic events, etc.), a custodian will be assigned and paid at the rate of time and one-half (1-1/2) after his/her regular forty (40) hour week. However, this shall be construed as a time to assist the organized activity or other assigned work.
6. The Board shall provide a basic set of tools for each building.

E. Transportation Personnel

1. All transportation personnel are responsible for carrying out his/her assigned duties in accordance with the established policies of the Board and the Ohio Pupil Transportation Rules and Regulations. All drivers are directly responsible to the Transportation Supervisor. The earning of the transportation personnel shall be set by the Negotiated Agreement. The Superintendent or his/her designee has the right to assign drivers to their buses.
2. A period of one hundred twenty (120) days of employment during the contract year is required for advancement on the wage schedule. Such period shall include approved paid leaves and days on workers' compensation leave.
3. Work year consists of student days plus seven (7) paid holidays.
4. Regular A.M. or P.M. drivers who drive as substitutes on kindergarten trips shall be paid at the kindergarten rate on the service pay rate scale. Noon kindergarten drivers substituting on A.M. and P.M. J.V.S. routes will be paid the rate on the service pay rate scale.
5. Regular route drivers will be paid for their actual driving time starting from the location where the bus is kept overnight/weekends ("base") to the time they return to the "base" at the end of the route. With advance approval of the Transportation Supervisor when possible, such employee shall be paid for additional time if the usual driving time is exceeded. All regular route drivers will be paid thirty (30) minutes each day for pre-trip and sweeping. Bus washing, shall be paid at the driver's regular rate of pay, with prior approval of the Transportation Supervisor.
6. Drivers living in the close proximity of their route beginning or ending point may keep their bus at home providing they have secure parking and it is within the Mapleton School District.
7. Extra bus trips and other activities will pay drivers extra trip rate with a minimum of two (2) hours per trip at the extra trip driving time rate. One (1) hour of clean-up pay at the Extra Trip Drive Time rate will be paid for show-up time if the driver was not notified at least one (1) hour prior to the scheduled departure time that the trip was canceled. All payment for trip shall be made through the Treasurer of the Board.
8. Extra Trip Procedure
 - a. Drivers will be divided into two groups; those who have conflicting day assignments such as kindergarten and career center and those who do not. All extra trips will be offered first to drivers who do not have conflicting driving assignments.

- b. Drivers of each group will be considered according to their lowest accumulated extra trip hours. A turned down trip offer will count the same as a driven trip toward a driver's accumulated extra trip hours.
- c. Regular routes are first priority. Extra trips that conflict with regular route times will be given to substitute drivers unless administration gives special approval.
- d. Regular drivers will be considered take long distance trips that extend beyond regular school hours their rate of pay shall be their regular time up to maximum route time for am & pm routes. The remaining time at field trip rate.
- e. Administration may assign any driver to a trip when their bus is convenient to the destination.
- f. Administration may assign any driver to a trip when its need becomes know on short notice.
- g. Drivers may trade assigned trips only with administration approval.
- h. When a regular route driver takes a second run due to lack of substitutes, the driver will receive his hourly rate plus one-half (½) for each additional trip.

ARTICLE IX - JOB VACANCIES, FILLING OF CLASSIFIED POSITIONS, AND TRANSFERS

A. Vacancies

- 1. A vacancy is an opening that the Board has decided to fill, that occurs because of a staff member vacating a current position or when a new job is created by the Board.
- 2. The job notice shall specify the title of the position, qualifications, the hours to be worked (ex: number of hours and number of days), appropriate reporting and departure hours and the work location. Salary and benefits shall be according to the Negotiated Agreement. A job description shall also be attached to the posting.
- 3. Vacancies shall be filled within twenty-five (25) days of posting.

B. Filling of Positions

1. Vacancy-Transfer Notice will be posted for a period of three (3) workdays if within the same classification. Employees in the same job classification may bid on this vacancy in writing to the Superintendent within the posted period. Late bids will be considered if no one bids during the posted period. A vacancy transfer will be awarded on the basis of the job classification seniority. Employees who do not exercise their transfer rights under this section and subsequently bid under Section 3 will be considered as regular bidders under the Section 4 of this article. A copy shall be sent to the Local President upon posting.
2. After the transfer procedure in 1 has been utilized, a vacancy (including those that are not filled by transfer) shall be posted for a period of four (4) workdays. The vacancy notice shall contain the title of the position, qualifications, the hours to be worked, the number of days and the work location. A copy of the job description shall be attached to the posting.
3. Employees who wish to bid on a vacancy shall do so in writing within the time period of the posting (date of the posting expiration to be listed on the posting). Late bids will not be accepted unless there are no qualified bidders who applied within the posted time limits. All timely bids will be reviewed and all timely bidders shall be interviewed for the position.
4. Employees, bidding outside of their job classification will be awarded jobs on the basis of (1) qualification, (2) experience, (3) ability and (4) previous record of employment. Employees who are relatively equal in these four (4) areas will be awarded the job on the basis of bargaining unit seniority. If there is no internal bargaining unit employee qualified, for a position, the Board may post the vacancy externally and hire an applicant from outside the bargaining unit.
5. An employee who is granted a transfer request to a newly posted job should be placed on a sixty (60) day qualification period to determine capability to perform the work (exception a lateral move within the classification). If the employee or the Board feels that the job performance is unsatisfactory (during or at the end of the qualification period), that employee will be placed back into his/her previous position and the salary at which he/she left.

C. Transfers

From time to time it may be in the best interest of the educational program to transfer classified employees from one building to another. Such transfers may be desired by either the employee or required by the administration.

1. Voluntary Transfers

a. Employees may request a transfer as follows:

- (1) change in building
- (2) change in assignment
- (3) newly created positions
- (4) trade of equal assignments

b. Voluntary transfer requests shall be submitted in writing to the Superintendent. Such requests shall require a response from the Superintendent within ten (10) days.

Voluntary request may be:

- (1) approved and given a date that transfer is to be effective
- (2) denied
- (3) postponed with possible later consideration

2. Involuntary Transfers

If the Superintendent directs an involuntary transfer to another building or equal assignment, notification shall be given to the employee five (5) workdays prior to the change of assignment. Employees being involuntarily transferred will be assigned only to positions for which they are qualified. The employee may request to meet with the Superintendent, along with a representative, to discuss reasons and detail of the transfer. Involuntary transfers shall not cause a loss of wage rates or benefits to the employee.

No involuntary or voluntary transfer shall supersede nor circumvent the bid procedure as set forth in Article IX B; nor the layoff procedure as set forth in Article XII of this negotiated Agreement.

D. Secondary Positions

A secondary position is a position that an employee works in addition to their primary position. Secondary positions are one year in duration and can be renewed each year.

1. Secondary positions shall be bid through the normal bid procedure; classified employees may hold secondary positions if they do not total more than 40 hours per week.
2. If a classified employee bids on a secondary position that would result in more than 40 hours, they then must choose which position they desire or withdraw their bid.
3. Secondary position pay rates shall follow the schedule for that position and will recognize only the experience in that position.

E. Serving in a Substitute Position

1. No employee shall serve as a substitute in a different job classification during the hours of his or her contracted positions.
2. When serving as a substitute outside of his/her job classification, he/she will be paid at the substitute rate for that position in which he/she is substituting. Exception: If an employee substitutes within the same job classification series he/she shall receive his/her step on the pay scale at the hourly rate for that classification.

F. Discipline, Suspension, and Termination

- A. An employee may be disciplined, suspended or terminated because of incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure to follow rules, or violation of Board Policy or any other acts of misfeasance, malfeasance or nonfeasance (reasons in accordance with O.R.C. 3319.081).
- B. The following are guidelines for progressive disciplinary action required improving employee job performance, deficiencies and/or unacceptable conduct, standards or practices.

Step 1 - Warning: Verbal warning by immediate supervisor with a written follow-up to be given to employee and placed in personnel file.

Step 2 - Reprimand: Written reprimand to the immediate supervisor's file, a copy to the employee and employee's personnel file.

Step 3 - Suspension: A penalty of up to one (1) day suspension, with appropriate loss of pay, may be given with the approval of the Superintendent. Written suspension to the employee, a copy to the employee's personnel file, immediate supervisor, file, and the Treasurer.

Step 4 - Three (3) Day Suspension: A penalty of up to three (3) days suspension, with appropriate loss of pay, may be given with the approval of the Superintendent. Written copy of three (3) day suspensions to the employee, immediate supervisor, employee personnel file, and the Treasurer.

Step 5 - Termination of Contract: As provided by law, written copy of termination from the Superintendent to the employee, immediate supervisor, employee's personnel file, Treasurer, and the Board of Education.

Depending on the severity of the offense and/or violation for which discipline is deemed necessary, disciplinary action may be initiated at any step. The employee may request representation during any portion of the disciplinary procedure.

G. All disciplinary action may be grieved. The employee also has the right to a written statement of any actions taken against him/her. The employee may also rebut said discipline to be attached to the personnel file records.

H. Substitute

When an employee is going to be absent, he/she will report his/her absence to his/her immediate supervisor or designee so that a substitute can be obtained for him/her.

ARTICLE X – EXPERIENCE CREDIT

The Board may grant experience credit earned in another school system or state agency under one (1) of the Ohio Employee Retirement Systems to the total amount of three (3) years. No more than three (3) years experience will be given by the Board for job related experience from inside or outside the school system. Experience credit, for the purpose of this article, is defined as the employee's placement on the appropriate wage schedule.

ARTICLE XI - EARNING NOTICE

All contracts or earning notices issued to non-teaching employees shall state the number of hours per day, number of days per year, number of paid holidays and rate of pay per hour or annual salary.

ARTICLE XII - REDUCTION IN FORCE

Definitions for the purpose of this article.

System seniority- The latest date of hire with the Board.

Classification Seniority- The latest date of hire with the Board into the classification.

A. In the event it becomes necessary to reduce classified staff or hours due to lack of funds or lack of work, the following procedure shall govern such layoffs. This Article shall supersede and override O.R.C. 3319.081.

1. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire or otherwise vacate a position.

2. Prior to the Board instituting such reductions in the classified staff, the Superintendent and the Union shall meet to discuss reductions.

In any reduction, the concept of job classification, seniority shall prevail **first**. Seniority shall be determined by the employees' most recent date of hire with the Board in a particular job classification. Board approved leaves of absence shall not constitute an interruption of continuous service however, such employee shall not accrue seniority credit while on an unpaid leave of absence (exception: worker's compensation). In case of identical seniority (i.e., hire date) the employee's date of application with the Board shall determine who is most senior. If there is still identical seniority then seniority shall be determined by utilizing the last four (4) digits of an employee's social security number, highest number being the senior employee graduating to the lowest digits.

- B. When it has been determined that a reduction is necessary employees in an initial probationary status shall be laid off first. Additional reductions shall begin with the least senior employee(s) in any classification, continuing in order of seniority until the reduction is complete.
- C. Any employee affected by such a reduction, whether directly or indirectly, shall be granted bumping rights.
- D. Bumping shall be exercised on the basis of seniority within a classification. Any employee affected by such a reduction may displace a less senior employee within the same classification who has the closest number of days and/or hours to that of the bumping employee.

If an affected employee is unable to bump in his/her own classification due to lack of seniority status or if the hours or days are not available closest to their vacated hours/days, he/she may displace a less senior employee in his/her classification series following the series progression (i.e., a to b to c, etc.).

If bumping into a lesser classification, in the series, does not allow the employee to attain like hours or days, and the employee has worked for a period of at least one year, within the last five (5) years, in the other classification in a different classification series, and has the proper licensing or certifications necessary, said employee may bump the least senior employee in that classification, closest to the hours and days that he/she was employed under in his/her RIFed position.

System wide seniority shall prevail when an employee is bumping into a position outside his/her classification series.

For the purpose of determining bumping rights, there shall be established five (5) classification series as follows with the classifications listed in order of bumping progression.

1. Transportation
 - a. Bus Drivers
 2. Cafeteria
 - a. Head Cooks
 - b. Ass't. Cooks
 3. Custodians/Cleaners
 - a. Head Custodians
 - b. Ass't. Custodians
 - c. Cleaners
 4. Secretaries
 - a. Secretaries
 5. Aides
 - a. Classroom/ Clerical Aides
 - b. Study Hall Monitors
 - c. Friday School 3:00 pm - 6:00pm
- E. Employees who retrogress under the provisions of this procedure to a lower pay range shall not be reduced in pay, but shall retain their current rate of pay and remain frozen until such times as they return to their original or equivalent position or until the salary of the new position surpasses that which the employee was earning prior to the retrogression.
- F. Ten (10) working days prior to the effective date of any layoff the Board shall prepare and post for inspection, in a conspicuous place, a list containing names of employees with their seniority dates, and classification, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff, with a statement advising the employee of their bumping reinstatement rights. The Union President shall receive a copy prior to the posting.
- G. Laid off employees shall receive all postings and be eligible to bid under the procedures set forth in Article IX. Vacancies, which remain following this procedure, shall be offered to the most senior employee on the recall list in that classification. Employees shall be notified of such vacancy by registered or certified mail addressed to the employee's last known address. The employee shall have seven (7) calendar days from the date the notice was mailed to accept the offer. If the employee does not accept the recall offer within the timeline set forth above, the vacancy shall be offered to the next most senior employee on the recall list in that classification. A copy shall be sent to the local president.
- H. Any employee reduced in pay range or laid off shall retain recall rights for a period of twenty-four (24) months from the effective date of his/her layoff during which time the Board shall not hire any new employee in any classification in which an employee in that specific classification is still on layoff status until all employees reduced or laid off in that classification have been offered an opportunity to be reinstated. Reinstatement from

the recall list shall be to the same or equivalent position and hours as previously held prior to layoff. If reinstated during this period, the employee shall retain all previous accumulated seniority and all rights related to salary and fringe benefits.

ARTICLE XIII - USE OF FORCE AND RESTRAINT

Non-teaching school employees, including school bus drivers, may within the scope of their employment use and apply such amount of force and restraint as is reasonable and necessary for the purpose of self-defense or for the protection of persons or property in accordance with law. Non-teaching personnel may not, however, use corporal punishment on pupils. Incidents shall be reported immediately to the immediate supervisor and followed up with a written report.

ARTICLE XIV-- EMPLOYEE EVALUATION

All Members of the bargaining unit shall be evaluated at least once per year by their immediate supervisor, using the evaluation form in Appendix C. Any deficiency categorized as "unsatisfactory" or "unacceptable" will include a plan for improvement. This plan for improvement will clearly indicate the immediate supervisor's expectations, recommendations, and a time frame in which to make these corrections.

ARTICLE XV -- CONFERENCE COMMITTEE

The purpose of the conference committee is to help keep communications open between the employees and the administration. The committee may hear concerns of either the employees or the administration, however this is not the sole purpose of the committee.

The conference committee is to be made up of the following:

One each of:

Bus Driver
Custodian
Cook
Secretary
Building Principal
Superintendent
OAPSE President

The committee will meet at a minimum once each quarter or as needed, during the school year. Meetings are to be held after working hours and may be called by either the OAPSE President or the Superintendent.

ARTICLE XVI -- SCHOOL CALENDAR

At least thirty (30) days prior to any Board action but no later than February 1st of each year, the Superintendent shall transmit a proposed calendar for the succeeding school year to the President of the Association. Written recommendations may be made by the Association and shall be attached to any calendar proposal made to the Board.

ARTICLE XVII – DISTRIBUTION OF AGREEMENT

Within thirty (30) days after the execution of this Agreement, the Board shall print or duplicate and provide without charge a copy of this Agreement to every employee in the bargaining unit. An additional twenty (20) copies will be copied to be available if needed by the President of the local during the duration of this contract.

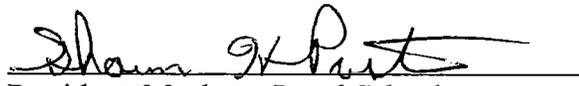
ARTICLE XVIII - DURATION AND INTENT OF AGREEMENT

- A. This Agreement shall remain in full force and effective July 1, 2011 through June 30, 2014.
- B. This Agreement constitutes the entire agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of the Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period.
- C. The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules and regulations, as it deems appropriate in accordance with those laws. (note especially O.R.C. 4117.08 and 4117.09)

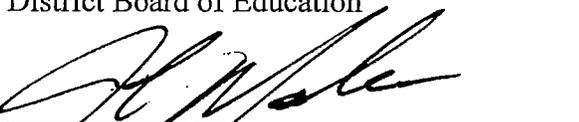
ARTICLE XIX – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set there hands this _____ day of _____, 2011, at Ashland, Ohio.

FOR THE BOARD:



President, Mapleton Local School
District Board of Education

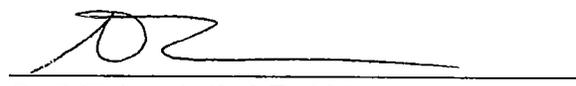


Superintendent

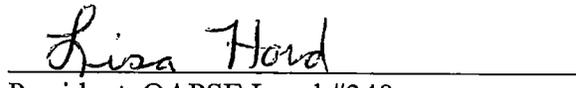


Treasurer

FOR THE ASSOCIATION:



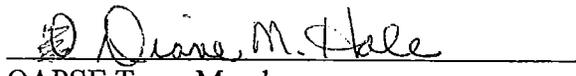
OAPSE Local #348 Field Rep.



President, OAPSE Local #348



OAPSE Team Member



OAPSE Team Member

OAPSE Team Member

**MAPLETON LOCAL SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULES**

BUS DRIVERS		
<u>Years/Exp.</u>	<u>Index</u>	<u>FY 11-14</u>
0	1.0000	\$11.82
1	1.0253	\$12.12
2	1.0516	\$12.43
3	1.0769	\$12.73
4	1.1004	\$13.01
5	1.1276	\$13.33
6	1.1529	\$13.63
7	1.1773	\$13.92
10	1.1914	\$14.09
15	1.2101	\$14.31
18	1.2289	\$14.53
20	1.2523	\$14.81
25	1.2824	\$15.16
Extra Trips – Drive Time		\$8.79
Extra Trips – Down Time (2 Hr. Minimum)		State Minimum

Bus Drivers will be paid at their appropriate hourly rate for all time worked.

APPENDIX A (Cont'd)

MAPLETON LOCAL SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULES

CUSTODIANS, SECRETARIES		
<u>Years/Exp.</u>	<u>Index</u>	<u>FY 11-14</u>
0	1.0000	\$11.82
1	1.0253	\$12.12
2	1.0516	\$12.43
3	1.0769	\$12.73
4	1.1004	\$13.01
5	1.1276	\$13.33
6	1.1529	\$13.63
7	1.1773	\$13.92
10	1.1914	\$14.09
15	1.2101	\$14.31
18	1.2289	\$14.53
20	1.2523	\$14.81
25	1.2824	\$15.16

APPENDIX A (Cont'd)

MAPLETON LOCAL SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULES

HEAD COOKS		
<u>Years/Exp.</u>	<u>Index</u>	<u>FY 11-14</u>
0	1.0000	\$10.87
1	1.0276	\$11.17
2	1.0561	\$11.48
3	1.0827	\$11.77
4	1.1102	\$12.07
5	1.1388	\$12.38
6	1.1663	\$12.68
7	1.1939	\$12.98
10	1.2051	\$13.10
15	1.2276	\$13.34
18	1.2490	\$13.58
20	1.2765	\$13.88
25	1.3092	\$14.23

APPENDIX A (Cont'd)

MAPLETON LOCAL SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULES

CLEANER, ASST. COOK, STUDY HALL, AIDE		
<u>Years/Exp.</u>	<u>Index</u>	<u>FY 11-14</u>
0	1.0000	\$8.76
1	1.0443	\$9.15
2	1.0759	\$9.43
3	1.1051	\$9.68
4	1.1354	\$9.95
5	1.1506	\$10.08
6	1.1949	\$10.47
7	1.2266	\$10.75
10	1.2557	\$11.00
15	1.2861	\$11.27
18	1.3152	\$11.52
20	1.3456	\$11.79
25	1.3747	\$12.05
3rd Shift Cleaner 0.25 Add'l/hr.		
In-School Suspension, Friday-Saturday 8.29		

**MAPLETON LOCAL SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULES**

ASSISTANT CUSTODIAN		
<u>Years/Exp.</u>	<u>Index</u>	<u>FY 11-14</u>
0	1.0000	\$10.57
1	1.0294	\$10.88
2	1.0588	\$11.19
3	1.0871	\$11.49
4	1.1133	\$11.77
5	1.1438	\$12.09
6	1.1721	\$12.39
7	1.1994	\$12.68
10	1.2130	\$12.82
15	1.2361	\$13.07
18	1.2560	\$13.28
20	1.2833	\$13.57
25	1.3179	\$13.93

**MAPLETON LOCAL SCHOOL DISTRICT
SUMMARY OF MEDICAL BENEFITS**

A. Medical Benefits

BENEFITS	PPO	NON-PPO
CALENDAR YEAR DEDUCTIBLE		
Per Person	\$250	\$500
Per Family	\$500	\$1,000
Deductibles for PPO and non-PPO will <u>not</u> apply toward each other. The Deductible applies to all charges unless shown herein as being waived.		
MAXIMUM OUT-OF-POCKET PER CALENDAR YEAR (excluding Deductible)		
Per Person	\$500	\$2,000
Maximum Out-of-Pocket amounts for PPO and non-PPO will <u>not</u> apply toward each other.		
LIFETIME MAXIMUM BENEFIT	Unlimited	
BENEFIT PERCENTAGE PAYABLE	80%	60%
Unless shown herein with a different percentage		
ELECTIVE STERILIZATION & ABORTION	80% after deductible	Not Covered
EMERGENCY CARE	80% after deductible	
HOME HEALTH CARE (max of 120 visits/cal year)	80% after deductible	60% after deductible
SKILLED NURSING FACILITY (max of 60 days per calendar year)	80% after deductible	60% after deductible
CHIROPRACTIC SERVICES (limits are cross-applied)	80% after deductible, limited to 20 visits per cal year	60% after deductible, limited to 10 visits per cal year
COVERED WELLNESS PROCEDURES	100%; deductible waived	Not Covered
TEMPOROMANDIBULAR JOINT DYSFUNCTION	80% after deductible	Not Covered
RETAIL AND MAIL ORDER PRESCRIPTION DRUG BENEFIT	80%, deductible waived	

**PRE-ADMISSION NOTIFICATION IS RECOMMENDED FOR ALL NON-EMERGENCY HOSPITAL ADMISSIONS.
POST-ADMISSION NOTIFICATION IS RECOMMENDED FOR ALL EMERGENCY ADMISSIONS.**

APPENDIX B (Cont'd)

B. Dental Insurance

1. Class I - Preventative and Diagnostic (No Deductible) (Paid at UCR)
 - a. Routine Oral Exams (Once every six [6] months)
 - b. Teeth Cleaning (Once every six [6] months)
 - c. Fluoride Treatments (Once every twelve [12] months)
 - d. Emergency Pain Treatments
 - e. Space Maintainers
 - f. Diagnostic X-rays
 - g. Tests and Laboratory Exams
 - h. Co-insurance amount - one hundred percent (100%)

2. Class II - Basic Restorative (\$25/\$50 deductible)
 - a. Fillings - Amalgams, Silicate, Acrylic
 - b. Root Canal Therapy
 - c. Treatment of Gum Disease
 - d. Repair of Bridgework and Dentures
 - e. Extractions and Oral Surgery
 - f. General Anesthesia - Only if medically necessary
 - g. Co-insurance Amount - eighty percent (80%) of reasonable and customary charges

3. Class III - Major Restorative (\$25/\$50 deductible)
 - a. Inlays, Onlays, Gold Fillings, or Crown Restorations
 - b. Initial Installation of Fixed Bridgework
 - c. Installation of Partial or full, Removable Dentures
 - d. Replacement of Existing Bridgework on Dentures
 - e. Co-insurance Amount - fifty percent (50%) of reasonable and customary charges

(For Classes, I, II, and III, there is a calendar year maximum of \$1,000 per person.)

4. Class IV - Orthodontia (No deductible)
 - a. Full Banded Orthodontic Treatment
 - b. Appliance for Tooth Guidance
 - c. Appliance to Control Harmful Habits
 - d. Retention Appliances - not in connection with full banded treatment
 - e. Co-insurance amount - fifty percent (50%) of reasonable and customary charges

(For Class IV benefits, there is a lifetime maximum of \$1,000 per person.)

- C. The above is only a general summary of insurance coverage provided. The coverage required shall be in accordance with Article VI, Section B of this Agreement.

APPENDIX C

Mapleton Local School District
Non-Certified Employee Evaluation

Employee: _____

Supervisor: _____

Evaluation Period: _____

Job Classification: _____

*Requires supervisor comments

	Unacceptable*	Unsatisfactory*	Acceptable	Satisfactory	Exceptional	Comments (use back, as needed)
Area 1: Technical						_____
Knowledge of the job						
Productivity						
Quality of work accomplished during shift						
Judgment						
Area 2: Work Standards						_____
Care of equipment						
Knowledge of equipment						
Observation of district/school guidelines						
Neatness						
Punctuality						
Attendance						
Reliability						
Dependability						
Willingness to follow orders						
Area 3: Interpersonal Relations						_____
Cooperates with other employees						
Cooperates with supervisor						
Confidentiality						
Professional behavior						
Area 4: Communication Skills						_____
Effective listening skills						
Addresses concerns appropriately						
Responds to constructive criticism						

APPENDIX C (Cont'd)

Area 5: Initiative, Adaptability, Motivation
 Assumes responsibility of the position
 Does not require repeated prompting
 Demonstrates energy
 Demonstrates enthusiasm for the position
 Willingness to further skills

Employee's signature indicates conference was held. Employee may make additional comments desired on separate sheet to be attached to this form within four (4) days of conference.

 Signature of Employee

 Date of Conference

 Signature of Supervisor

Copy to: Supervisor, Superintendent, and Employee

GRIEVANCE FORM MAPLETON LOCAL # 348

Form A (Step 1 - A)

INFORMAL PROCEDURE

DATE MEETING REQUESTED _____
(Informal meeting must be requested within 20 days from the occurrence)

REQUESTING PARTY _____
DATE OF MEETING _____
(Meeting must be held within 5 days of the request)

IMMEDIATE SUPERVISOR DIRECTLY INVOLVED _____

THOSE PRESENT AT MEETING:

STEP I (Must be submitted within five days of the informal meeting)

DATE SUBMITTED _____

DATE OF OCCURRENCE _____

NATURE OF THE GRIEVANCE:
(Statement of alleged violation)

ARTICLE(S) AND SECTION(S) VIOLATED:

RELIEF REQUESTED BY THE GRIEVANT(S):

Grievant signature

Date Submitted

GRIEVANCE FORM MAPLETON LOCAL # 348

FORM B (Step I - B)

SUPERVISOR DISPOSITION OF THE GRIEVANCE

(To be returned to the grievant; Association President and Superintendent within 5 days of the receipt of Form A)

DISPOSITION OF THE GRIEVANCE:

SUPERVISOR SIGNATURE

DATE

GRIEVANCE FORM MAPLETON LOCAL # 348

FORM C (STEP II)

(To be submitted to the Superintendent within 10 days of receipt of form B)
(Attach copies of Form A and B) (Attach copies of Form A and B)

Date submitted to the Superintendent _____

Grievant(s) Signature _____

Acknowledgement of receipt of grievance Form C _____

Date of receipt of grievance Form C _____

DATE MEETING REQUESTED _____

DATE OF MEETING _____

(Meeting must be held within 5 days of the request)

THOSE PRESENT AT MEETING

SUPERINTENDENT DISPOSITION OF THE GRIEVANCE

(To be returned to the grievant; Association President and grievant within 5 days of the Form C meeting) (If no meeting is set Form D must be submitted within 10 days from date of submission of Form C)

DISPOSITION OF THE GRIEVANCE

SUPERINTENDENT SIGNATURE

DATE

GRIEVANCE FORM MAPLETON LOCAL #348

FORM D (STEP III)

(Arbitration notification)

(To be submitted to the Superintendent within 10 days after receipt of Form C disposition by Superintendent) (attach Forms A; B and C)

The following Grievant(s) have decided to go to Arbitration in the matter of the attached grievance and shall be represented by the Association.

Grievant(s) signature(s)

Date Submitted

Received by Superintendent

Superintendent Signature

Date