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AGREEMENT BETWEEN

MASSILLON BOARD OF EDUCATION

and

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL 114

Effective

Through June 30, 2014

49

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AGREEMENT BETWEEN MASSILLON BOARD OF EDUCATION
AND OAPSE LOCAL 114

.010 - PRINCIPLES

- A. The Massillon City School District Board of Education (hereinafter “the Board”) recognizes that its primary function is to assure each boy and girl attending its public schools the highest level of educational opportunity obtainable within the resources of the district. The Board also believes that high morale of the staff is essential if education of the finest quality is to prevail for the pupils of the school system and that the interests of the educational program are best served when mutual understanding, cooperation and communication exist among the Board, Administration and staff. The schools must be staffed with capable non-teaching personnel in the supporting services; therefore, the appointment, in-service training, motivation and retention of excellent non-certificated personnel is considered a high priority.
- B. The Board will exercise its exclusive authority, as granted by law, to establish policy in all matters relative to the conduct of the public schools within its jurisdiction but assures the right of all members of the staff to constructively contribute their ideas through proper channels on appropriate matters without fear of reprisal.
- C. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

.020 - RECOGNITION

- A. The board recognizes the Ohio Association of Public School Employees, Local 114 (hereinafter the “Association”), as the exclusive collective bargaining representative for all employees regularly employed by the Board in the following classifications:

<u>Department</u>	<u>Classification</u>
Operation	(a) Stadium Caretaker (b) Stadium Operation/District Helper (Twelve month) (c) Fireman/Custodian - WHS (d) Fireman/Custodian (e) Custodian (f) Pool Custodian (g) Head Maintenance Mechanic (h) Maintenance Mechanic (i) Utility Person (j) Stockroom Manager (k) Stockroom Assistant (l) Groundskeeper – WHS, MMS (m) Head Carpenter (n) Carpenter (o) Head Painter

- (p) Painter
- (q) Electronics Technician
- Cafeteria
 - (a) Head Cook/Manager – WHS, MMS
 - (b) Head Cook
 - (c) Assistant Cook
- Transportation
 - (a) Mechanic-Driver
 - (b) Bus Driver
 - (c) Bus Monitors (3 hours per day or more)
- Curriculum Support
 - (a) Study Hall Monitor
 - (b) Driver Training (20 hours per week or more (if reinstated by the state)
 - (c) Mail Carrier
 - (d) AV Technician
 - (e) Library Technician
 - (f) I.S.C Monitor/Alternate School Monitor
 - (g) Teacher Aides/Special Education Aides

B. In the event a new position is created, the Board and the Association will meet to determine the application to the position in accordance with this Article. If an agreement is reached to include the position in the bargaining unit, a joint petition will be filed with the State Employment Relations Board (“SERB”) to modify the bargaining unit. If no agreement is reached, either party may petition SERB to have the position included in the bargaining unit. If SERB orders a position to be included in the unit or if the parties agree to the inclusion of the position, the parties shall meet as soon as practicable thereafter to determine the placement on the appropriate salary schedule.

C. The Board and the Association recognize and agree that all employees in the bargaining unit have the right to join, participate in and assist the Association and the right to not join, not participate in and not assist the Association. Membership in the Association shall not be a prerequisite for employment or continuation of employment of any employee.

There shall be no discrimination by the Board or the Association against any employee as a result of or because of such employee’s race, color, sex, religion, national origin, membership, or non-membership in the Association.

.100 - CIVIL SERVICE

This Agreement is intended to be the sole basis for dispute resolution between the Board and bargaining unit members. Therefore, except for the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible list, the Massillon Civil

Service Commission has no jurisdiction and civil service statutes, rules and regulations shall not apply.

.120 - PROBATIONARY PERIOD

There shall be a probationary period of ninety (90) working days from the first day worked to allow the Board to determine the fitness and adaptability of any new employee it may hire to do work required. Discharge or layoff for any reason during this period shall not be subject to the established grievance procedure with the Board. However, employees retained beyond the ninety (90) working days probationary period shall have their system seniority computed back to their first workday as a regular employee from the most recent day of hire.

.200 - JOB OPENINGS, VACANCIES, PROMOTIONS, AND LAYOFFS

A. DEFINITIONS

1. Permanent Vacancy – For purposes of this article, a permanent vacancy is one where a new position is created or an existing one is vacated due to employee retirement, termination, resignation, change of position or death and the Administration has determined such position shall be filled.
2. Temporary Vacancy – For purposes of this article, a temporary vacancy is one where an employee is going to be absent in excess of thirty (30) calendar days because of vacation, illness, injury, approved leave of absence or successful bid of a current employee on a permanent vacancy (during the probationary period, if applicable).

B. POSTINGS

1. When a permanent vacancy develops within ten (10) working days said vacancy shall be posted in all buildings and the bus garage for a period of five (5) working days unless otherwise specifically stated in this Agreement. The posting shall include the job title, job description, site location and normal work schedule. A permanent vacancy shall be awarded within fifteen (15) working days of the last day of posting, unless a new employee must be hired, in which case the position shall be awarded within thirty (30) calendar days after receipt of a Civil Service List, if applicable to the position.
2. When a temporary vacancy develops the vacancy shall be posted in all buildings and the bus garage for five (5) working days. The temporary vacancy will be awarded within five (5) working days after the close of the posting. The vacancy created by a successful bidder for a temporary vacancy shall not be considered a temporary vacancy. Special education aides shall not be eligible to bid on temporary vacancies unless it results in fifteen (15) minutes or more than the aide's current contracted time.

3. Employees who desire to apply for a vacancy must make written application to the Superintendent within the posting period.
4. a. Any nine or ten month position that develops after the end of the school year and prior to July 15th, will be mailed to the last address provided by nine and ten month employees by the first business day on or after July 15th. A copy of the mailing will be provided to the Local Association President. On the date of the mailing the vacancies will also be posted in all buildings and the bus garage until the first business day on or after July 24th. The vacancy (vacancies) will be filled by the first business day on or after August 1st, if filled from within the department.
b. Any opening after July 15th will follow normal bidding procedure.
c. Eleven or twelve month vacancies shall follow normal bidding procedures.
5. All vacancies, after being posted and bid shall be filled as follows, except as provided for otherwise in this section:
 - a. The position shall be awarded to the applicant with the greatest departmental seniority from within the department where the vacancy occurs insofar as is practicable and consistent with the proper ability to perform the services required as determined by Administration.
 - b. If no employee from within the department where the vacancy occurs is awarded the position, it shall be awarded to the employee with the greatest system seniority provided they were hired through Civil Service or have successfully passed the Civil Service examination required for the position after initial employment and is recommended for interview by Civil Service insofar as is practicable and consistent with the proper ability to perform the services required as determined by the Administration.

6. Temporary Vacancies

Temporary vacancies shall be filled by the most senior employee in the department where the vacancy occurs who has bid on the vacancy insofar as it is deemed practicable and consistent with the proper ability to perform the services required as determined by the Administration.

7. Short-Term Openings in Cafeteria

- a. When a short-term opening of under thirty (30) days in length occurs, the Administration has the discretion to fill all positions of three (3) hours per day or less. Openings of less than thirty (30) days in all other positions shall be filled immediately by those employed in the Cafeteria Department in the building where the opening occurs using vertical promotion. If no cook within that building desires or is qualified for the vacant position, the Administration will fill the position from the traveling list on a seniority basis

as follows: a cook who signs up to travel to other schools for more time understands that the cook will go when and where needed. If the cook refuses three (3) separate openings, for any reasons, the cook's name will be taken off the list for the rest of that school year. The cook must give an immediate answer. When the Administration calls and there is no answer, an answering machine or a third party answers the next person on the list will be contacted. This will not be counted as a refusal. If a cook agrees to travel for more than one day and the cook has to miss a day during that period that does not count as a refusal. A cook, who refuses to travel, will not be called for other openings on that day. Once a cook has agreed to travel, the cook will not be called for any other positions during the period that he/she has agreed to travel unless it is for greater time. If a cook has been assigned to a job and is absent during that period a sub will be called to fill the position unless it is a Head Cooks position.

Once a cook has moved into a short-term opening that is a vertical position, the cook will stay in that position until the permanent cook returns to his/her job. After thirty (30) calendar days the short-term opening shall become a temporary vacancy.

- b. A cook who fills a short-term opening may not fill a different short-term opening of the same hours at a different school during the length of the awarded opening unless the employee can demonstrate just cause for the position.
 - c. An Assistant Cook moving into the Head Cook position must be able to perform those duties required of a head cook, i.e., preparation of meals, delegation of responsibility, required daily records.
 - d. When a substitute is needed for the Mail Carrier to collect cafeteria money, the regular cafeteria employees who work three (3) hours or less will be asked to substitute according to seniority and availability. Employees shall receive the higher of their regular hourly rate of pay or the rate of pay for the Mail Carrier position.
8. Schedule Placement After Successful Bid

An employee who successfully bids into a new position shall retain the same step on the schedule as held prior to the bid.

9. There shall be a probationary period of sixty (60) calendar days from the first day worked in a new job classification to allow the Administration to determine, at its discretion, whether the employee is able to do the work. During this probationary period, any employee may return to his/her prior position or may be returned by the Administration to his/her prior position. At the end of the probationary period the employee's prior position shall become a permanent vacancy.

10. The President of Local 114, OAPSE, shall also receive a copy of all unit vacancy postings. Each posting will include the current job description. It is understood this may be changed pursuant to subsection (11) set forth below.

11. All employees shall be given a dated job and area description which would include job and area responsibilities, number of hours the job requires, starting times, etc. If a job description and/or area description, including starting time is changed; the new description will be given to the affected employee(s) and the Local 114 President at least two weeks prior to the effective date of the change. If requested by an affected employee(s) or Local 114, the Administration will meet in committee with the Association to discuss the changes. The committee shall consist of the Superintendent or designee, Building Principal if applicable, one affected employee and a representative of Local 114. The committee shall make every effort to reach a fair and reasonable agreement. If the parties cannot agree, the Administration reserves the right to implement the change. Local 114 retains its rights under Article .950.

.205 - EXTRA DUTY DAYS

Extra duty days will be assigned as follows:

Cafeteria 2 days additional prior to the beginning of the school year
 1 day additional after the school year ends

Library 5 days additional to be used either at the beginning or end of the
Technicians school year. Days before and after must be consistent for all
library technicians throughout the district.

.210 - SUMMER, SPRING BREAK, WINTER BREAK, CASUAL POSITIONS

All bargaining unit members will have the opportunity to apply for summer substitute and/or casual positions. This is not to affect overtime and this section is only for the term of this contract (This will be at substitute rates).

.215 - SENIORITY

A. Seniority in the System

Length of continuous service from the first day of employment with the Board.

B. Departmental Seniority

1. Length of continuous service from the first day worked within a particular department. An employee may retain his departmental seniority within a prior department for three (3) years after transferring to a new department within the bargaining unit.

2. When two (2) or more persons have the same departmental seniority, system seniority shall prevail.
- C. Prior to October 1st ,of each year, an updated seniority list will be posted in every building at the main office and will be provided to the Union representative for each building for distribution. The employee shall have until the third week in October to challenge the validity of their seniority, as listed. If they do not invoke this right within the challenge period, their seniority shall remain as listed until the following October 1st.
- D. An up-to-date seniority list shall be posted at all times in the appropriate departments. A copy of each shall be given to the Local 114 President.
- E. Breaking ties in seniority
 1. The following shall be used to break ties in seniority:
 - a. When two (2) or more persons have the same length of service, the earlier date of hire by the Board of Education shall be senior.
 - b. When two (2) or more persons are hired by the Board of Education at the same meeting, the earlier date of application shall be senior.
- F. A substitute employee does not retain or accumulate seniority.

.216 - REDUCTION IN FORCE

All reductions shall be effected utilizing the following procedure:

When a position is eliminated, the employee holding that position may "bump" any employee in his/her department having less departmental seniority so long as it is practicable and consistent with proper ability to perform the services required.

The employee who is bumped may in turn bump any employee in his/her department having less departmental seniority, so long as it is practicable and consistent with proper ability to perform the services required. This bumping shall continue until the procedure has been exhausted.

In any department affected by a reduction in staff, provisional, temporary, seasonal, or casual employees shall be laid off first.

Should more than one position in a department be eliminated at the same time, affected employees shall have bumping rights in order of their seniority, starting with the most senior. This principle shall be applied to all bumps.

In the event of a planned reduction in force, the Board shall notify the Union at least thirty (30) calendar days before any Board action which would constitute putting the RIF policy in effect.

Within seven (7) calendar days after such notification a meeting shall be scheduled between the Administration and the Union to review the reasons for the layoff, the affected employees and the date of the layoff.

Twenty (20) days prior to the effective date of layoffs, 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 advance written notice of the layoff. Each notice shall state the following:

- a. Reason for the layoff reduction
- b. The effective date of layoff
- c. A statement advising the employee of their rights of reinstatement from the layoff

Recall rights: Laid off and/or displaced employees will be recalled in reverse order of displacement. No new employees shall be hired into a department until all laid off employees from that department have been recalled. Insofar as practicable and consistent with the proper ability to perform the services required as determined by the Administration. Laid off employees with two (2) years or less shall retain recall rights for two (2) years and four (4) years for anyone employed over two (2) years. While possessing recall rights, a laid off employee shall continue to accrue seniority and retain all seniority rights, including the right to bid on all vacancies. Laid off employees shall be notified of all vacancies in their department.

Laid off employees shall be notified of recall by certified mail and shall have ten (10) working days from receipt of said notice to respond. It shall be the employee's responsibility to notify the Board of any address change.

.220 - TRANSPORTATION

- A. Bidding – At least ten (10) work days prior to the commencement of each school year, the anticipated routes will be posted on the bus garage bulletin board for five (5) work days, with maps and time schedules available. Prior to the commencement of the school year, a practice run will be made available for regular routes, including kindergarten and special routes. Drivers will receive their regular hourly rate for the practice run. Kindergarten and special routes will be posted as separate runs. Bus drivers will bid on their preference of routes including kindergarten runs, within the second week of posting by appointment according to seniority on routes remaining to be awarded, provided they meet the availability requirements. If a driver does not keep their scheduled appointment for bidding, they will move to the bottom of the seniority list for route bidding purposes. Exceptions to seniority and availability are that: (a) all bids for regular routes will be considered over bids for split routes (a split route is a partial regular route); and (b) kindergarten or special routes will not be awarded to a driver if his/her daily working time would thereby exceed eight (8) hours. Assignments will be awarded at the conclusion of their appointment. Any route which is adjusted upward by two or more hours during the course of the school year will be re-bid.

Should a route become permanently vacant during the school year, it shall then be posted on the bus garage bulletin board for five (5) working days. It shall then be awarded within fifteen (15) working days, with seniority and availability being the determining factors.

When a temporary vacancy develops (a vacancy of over thirty (30) days length caused by vacation, illness, injury, or approved leave of absence), the vacancy shall be posted in the bus garage for a period of five (5) work days. The vacancy shall be awarded immediately with seniority and availability being the determining factors. When a split run becomes open, it shall be treated as a temporary vacancy until the remainder of the run becomes open; thereafter, the run shall be posted and bid as a regular run. Any vacancy created by a successful bidder shall not be subject to this procedure.

A bus driver may only successfully bid for one temporary or permanent vacancy per school year.

Changes in runs may be made during the school year as the school Administration deems necessary.

- B. Availability – A bus driver bidding on a route must be available for the run every day that it is scheduled and for the times that it is scheduled. If a bus driver becomes unavailable for his/her assigned route during the school year for a reason other than sick leave, personal leave, approved leaves of absence, or other excused leave (to be denied or granted solely at the discretion of the Administration for a maximum of five days), the route will be treated as a permanent vacancy.

A regular bus driver cannot sub on a kindergarten route if the time overlaps on their scheduled regular run until all names on the extra work list are exhausted.

A driver may substitute for the mail carrier for morning delivery provided it does not interfere with the driver's regular route and does not cause the driver to exceed eight (8) hours of work for the day.

- C. FIELD TRIPS – Any trip to and from an origin, other than a regular or split run or kindergarten or special run. These trips will be assigned based upon rotating seniority.
 1. All field trips regardless of allotted time will be posted by 8:00 a.m. each Friday for a two week period. Trips received within this two-week period will be posted by 8:00 a.m. the following day received. Trips will not be accepted less than two days prior to the date unless it represents unforeseen circumstances (i.e. Advancement within an extra or co-curricular event or inclement weather day). Each trip will indicate the date and time of posting.
 2. Trips not filled on the date requested may be filled first by calling drivers who are available for these trips from where the pin is located and on down the rotation list, then if trips remain uncovered they may be filled by other qualified drivers

(Subs, Mechanic, Supervisor). Drivers refusing these trips will not be charged a turn in rotation. A red mark and field trip number will indicate the first pass. No driver may take a second pass on the same trip.

3. Summer field trips will extend through the first two days of school on the new public school year calendar. The Supervisor will post a bulletin board two weeks prior to the end of the current public school year calendar for employees to indicate availability for rotation and extra work. Only drivers signed up on this list will be called. The Supervisor will document the call by number, time and contact.
4. All trips will count for rotation unless they are two hours or less in duration as determined after driving the trip; or counted as a "no-show" of the organization scheduled for the trip. Trips which turn out to be two hours or less will have the number "whited out" for the driver taking the trip, and a yellow pin will be placed in that box indicating another turn in rotation exists for this driver.
5. Drivers must check the rotation list on both Boards BEFORE and AFTER each run to determine when the pin lands on their name. When it is their turn in rotation, they have until the end of their route (Kindergarten and special programs not included) to choose a trip. When a trip is chosen, the driver must sign the posted copy, with the date and time next to their name, and then place the appropriate trip number in their rotation square before moving the pin to the next driver open in the same column of rotation. Rotation will temporarily stop when all trips have been filled until more become available.
6. If a driver does not pick during the allotted time, or is absent during the AM or PM route the rotation pin lands on their name, they will be charged a "P" (pass) and the pin will continue on in rotation by the Supervisor. The Supervisor shall pass the driver by placing a "P" in that driver's bid box. The bid will then continue on in rotation by the supervisor. The supervisor shall yellow pin an absent driver if there are no field trips that driver can take.
7. A yellow pin is used to represent a turn in rotation when a driver is owed a trip due to cancellation, no trip is open during times available (while not scheduled for their regular route) and they may chose a trip as they become available again consistent with rotation.
8. Drivers will only be required to "P" (pass) once for each trip they are available for if they choose not to take that trip. Drivers will also be required to "P" (pass) once for a location, if multiple buses are driving to the same destination.
9. If a driver has signed up for a trip then is off for any reason on the date the trip is scheduled; they must relinquish that trip. After two (2) last minute signoffs the driver will be charged twice for that trip. Drivers may sign off a field trip by placing their initials, date, time, and red pin on that trip. This will constitute one turn in rotation providing they sign off this trip.

10. Drivers will be paid thirty (30) minutes for pre-trip inspection and fifteen (15) minutes post-trip cleaning inside of the bus for field trips after 5:00 p.m., weekdays and any day other than school days.
 11. The Supervisor may require a Mechanic to accompany trips when four or more buses are needed.
 12. Split trips are trips requesting the driver to drop the students off at a particular location, and then return at a later time to bring them back to their point of origin. These trips will be considered one turn in rotation, unless the combined time of each is two hours or less. If the resulting split trip is two hours or less, the turn in rotation will be "whited out" and a yellow pin will be placed in that box indicating another turn in rotation is due for this driver.
- D. Time Schedules – A time schedule for all regular and split routes shall be posted on the bus garage bulletin board at all times.
 - E. The Administration will attempt to notify any driver assigned to a run which is cancelled.
 - F. Buses – Buses will be assigned to the various runs as determined by the school Administration. Buses shall stay on assigned runs unless the Administration reassigns a bus or buses for operational, economic, or safety reasons.
 - G. Each bus driver is required to secure an annual health examination, to be paid by the Board. Tuberculin testing to be compatible with Section .600.
 - H. Drivers and employees required to be tested for Drug and Alcohol will be paid for such time for the testing.
 - I. Drivers are required to make and maintain those written reports and records required by the school Administration. In the event there is a material change in the route requiring substantial paper work, the driver shall be paid the driver's regular hourly rate for completion of such paper work. Routine adjustments will not be expected to require additional time for the minimum paper work required. The Transportation Supervisor may assign drivers to work as he deems necessary, including cleaning of buses, inside and out.
 - J.
 1. A minimum of four (4) hours at the appropriate rate of pay shall be paid daily to a bus driver for driving a regular route. A minimum of two (2) hours at the appropriate rate of pay shall be paid daily to a bus driver for driving a split route, including kindergarten and special program routes.
 2. A bus driver who works more than the minimum time set forth above in a day shall be paid for actual time worked.
 3. Drivers who drive field trips shall be paid for the actual time worked.

4. All drivers are required to conduct a pre- and post-trip inspection of their bus. Each driver is accountable for the inspections by their signature on inspection documentation. Time spent on inspections is part of the time for which drivers are paid.
- K. The Administration will not use bus drivers who drive regular or split routes to fill vacancies of less than thirty (30) calendar days length unless no other qualified driver is available.
- L. Bus monitors will be assigned to runs by the Administration taking into account departmental seniority, experience, ability and needs. It is understood that monitors may be reassigned during the year when determined necessary by the Administration.
- M. Safety
1. When trips are after 5:00 p.m. or on weekends, drivers shall have a "beeper system" telephone number to call to report emergencies with a person on call to respond.
 2. A telephone shall be accessible to drivers on the bus lot to enable drivers to make emergency calls at late hours, weekends and emergencies.
- N. Kindergarten runs shall equal $\frac{1}{4}$ of a day for Sick Leave and Personal Leave.
- O. The board shall provide all mechanic-drivers with one (1) pair each year. It is the responsibility of the mechanic to keep these clean.
- P. When a mechanic-driver is given a driving assignment he/she shall be allowed ten (10) minutes clean-up time prior to the assignment if possible.

.230 - FOOD SERVICE

- A. There shall be an annual inservice training day for all cafeteria employees.
- B. All cafeterias will receive an updated government price list during the first month of each school year.
- C. The building principal shall have the discretion to utilize lunch monitors at the Elementary and Middle School levels to assist with the serving of meals whenever the kitchen staff is shorthanded due to absence of regular staff.
- D. All cooks will be required to wear proper and clean apparel.

.240 - CALLING SUBSTITUTES

Bargaining unit members will not be required to call substitutes for absent employees.

.310 - DISCIPLINE PROCEDURE

1. Disciplinary action shall be for just cause. An employee may initiate a grievance over any such discipline.
2. With the exception of verbal or written reprimands, an employee will be entitled to an informal hearing with the Superintendent or his/her designee prior to implementation of the disciplinary action.
3. The employee may request the presence of an association representative during any disciplinary meetings or hearing or at any meeting which may result in disciplinary action.
4. During the probationary period of a newly hired employee, the employee may be terminated without a prior hearing and without a showing of just cause.
5. All disciplinary action should be carried out professionally and in private.

.400 - HOLIDAYS

- A. The following are considered paid holidays or days paid when not on the job:

January 1	New Year's Day
January	Martin Luther King Day
February	President's Day
Easter Holiday	Good Friday
May	Memorial Day
July 4	Independence Day
July or August	Picnic Day
September	Labor Day
November	Thanksgiving Day
November	Day after Thanksgiving
December 24	Christmas Eve Day
December 25	Christmas Day
December 31	New Year's Eve Day

- B. The following listed days are paid holidays for regular school year employees:

January 1	New Year's Day
January	Martin Luther King Day
February	President's Day
Easter Holiday	Good Friday
May	Memorial Day
September	Labor Day
November	Thanksgiving Day
November	Day after Thanksgiving
December 24	Christmas Eve Day
December 25	Christmas Day
December 31	New Year's Eve Day

- C. 1. If any paid holiday falls on a Saturday or Sunday, there shall be a paid day off on Friday preceding or Monday following the official date, or on another date designated by the Superintendent.
- 2. Any employee required to attend a meeting on the first day of school shall be paid for the length of the meeting. Those required to be at the meeting will be so advised by their immediate supervisor.
- 3. Any employee may be required to work by the Administration rather than attend OAPSE meetings held in October or November. An employee required to work is entitled to a compensatory day off, the date to be designated by the Superintendent or his designee.
- D. Regular school year employees who are paid on an hourly basis shall be paid their daily hours and rate for holidays specified.
- E. Any employee working on any of the following holidays (New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day) will be paid at the rate of double time for all hours worked with a minimum call out of two (2) hours. Five (5) holidays, (President's Day, Good Friday, day after Thanksgiving, Christmas Eve Day, and New Year's Eve Day) to be paid at the rate of 1½ time for all hours worked with minimum call out of two (2) hours. Call out during holiday as determined by the Superintendent or his designee.

.420 - VACATIONS

- A. Each employee in a position for twelve (12) months per calendar year shall accrue their vacation as of July 1. Vacation must be used in the year following its accrual with approval of the Superintendent or his designee.

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
After 1 – 6 years	10 working days
7 – 12 years	15 working days
13 – 18 years	20 working days
19 years	21 working days
20 years	22 working days
21 years	23 working days
22 years	24 working days
23 years	25 working days
24 years or more	26 working days

There shall be no more than three (3) employees on vacation per week during the school year. Vacation will be granted by Seniority. All other vacations will be taken during off school time, (i.e. Christmas break, Spring break or summer break) without limitation.

.430 - SICK LEAVE

New employees are credited upon employment with five (5) days' sick leave (to be accumulated in the first four months) or accumulated leave from other public employment in Ohio.

Sick leave accumulates at a rate of 1¼ days per month of service which amounts to 15 days per year for all regular employees. Sick leave may accumulate to a total of 313 days. Sick leave may be used for:

- a. Personal illness, pregnancy, or injury.
- b. Illness, injury or death in the member's immediate family.
- c. Exposure to contagious disease which could be communicated to others.
- d. Adoption leave under Section .434.

Immediate family shall be interpreted to mean parent, sibling, spouse, children, parent-in-law, grandparent, grandparent-in-law or any member of the family or household who has clearly stood in the same relationships with the employee as any of these.

Accumulation of sick leave will be posted on pay stubs.

.431 - UNPAID MEDICAL LEAVE

Upon written request of a member of the bargaining unit, the member shall be granted up to one (1) year leave of absence due to illness or other disability with the option of up to one (1) additional year if deemed necessary by the individuals' physician.

.432 - PERSONAL LEAVE

Each regularly employed bargaining unit member shall be granted three (3) unrestricted days non-accumulative personal leave annually for the year beginning July 1 and ending June 30.

Personal leave cannot be taken during the first week or the last week of the school year or before/after a holiday.

Application for leave shall be made five (5) days in advance, except in emergency cases, whereas application shall be submitted within one (1) week after employee returns to work.

Any bargaining unit member not using any personal leave in a contract year shall have three (3) days of sick leave added to their total accumulation. A bargaining unit member using one (1) personal day shall have two (2) days of sick leave added to their total accumulation. A bargaining unit member using two (2) personal days shall have one (1) day of sick leave added to their total accumulation.

.433 - PARENTAL LEAVE

Notwithstanding an employee's right to use sick leave due to pregnancy, an employee may take an unpaid leave of absence for up to one (1) year for medical reasons relating to pregnancy and/or for the purpose of child rearing following the birth of a child. Any employee of Maternity Leave may continue to receive all Board paid benefits at the employee's expense.

.434 - ADOPTION LEAVE

Bargaining unit members who adopt a newborn or child under the age of four (4) shall be entitled to take up to three (3) weeks of paid leave immediately following the receipt of the child. Such leave is to be deducted from accumulated sick leave. All salary and benefits will be paid to the bargaining unit member. The bargaining unit member will return to the same assignment upon return to work from this specific leave.

.435 - FAMILY MEDICAL LEAVE

A. The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, as set forth herein below:

B. Any leave taken by a bargaining unit member, whether paid or unpaid, for the following reasons, shall be applied against his/her entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with first use of the leave.

The birth of a son or daughter, and to care for the newborn child;

The placement with the bargaining unit member of a son or daughter for adoption or foster care;

To care for the bargaining unit member's spouse, son, daughter, or parent with a serious health condition; and,

Because of a serious health condition that makes the bargaining unit member unable to perform the functions of his/her job.

C. The annual twelve (12) month period shall commence and be measured forward from the date of July 1 through June 30 of each fiscal year of the bargaining unit member's first used leave set forth above.

D. Any provision under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

E. No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act.

- F. Eligible bargaining unit members will be required to certify his/her request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible. Eligible bargaining unit members will be required to rectify his/her request for FMLA leave every thirty (30) days.
- G. FMLA events, which continue two (2) weeks or more, will require completion of a WH380 Form.
- H. Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.
- I. Bargaining unit members will be obligated to pay his/her share of health care premiums on the regular pay date. The Board will cease to pay the Board's share of the premium if the bargaining unit member's payment is more than thirty (30) days late.

.436 - JURY DUTY

An employee shall be entitled to leave without loss of pay for any days the employee is required to perform jury duty. The Board shall pay for any time the employee is required to perform jury duty. The Board shall pay for the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay.

.437 - SEVERANCE PAY

The bargaining unit member must submit written notice of his/her intent to retire to the Superintendent or Treasurer no later than April 1 of the year in which he/she intends to retire. There will be no financial penalty for any employee who submits a letter of retirement after April 1.

The Bargaining unit member must, in fact retire into SERS, as indicated.

A. Severance Benefit

Upon retirement, as hereinafter defined, following ten (10) years of service in the district, non-certificated personnel of the District shall be entitled to one-fourth (1/4) of their total accumulated and unused sick leave at the time of retirement up to a maximum of seventy-eight (78) days, all at the per diem rate at the time of retirement. In the event of an eligible employee's death, this payment shall be made to the estate of the employee.

B. Retirement Defined

"Retirement" shall be defined to mean eligibility for retirement benefits under the School Employees Retirement System. Within the meaning of this Agreement, an individual may "retire" only once. Retirement from another district shall make an individual ineligible for this retirement benefit. This Agreement does not apply to anyone who left the system prior to its adoption.

C. Severance Enhancement

Any eligible bargaining unit member who elects to retire into SERS shall receive \$300 for each full year of employment service in the Massillon City School District.

.438 - PROFESSIONAL LEAVE

Each regularly employed non-teaching staff member may apply for Professional Leave, which may be granted at the discretion of the Superintendent.

Leave without pay shall be granted for attendance at the OAPSE State Conference, maximum of three (3) days each for two (2) people, even if denied as a regular professional leave.

.439 - SPECIAL PERMISSION FOR ABSENCE

Unusual circumstances may require a non-teaching employee to be absent for reasons not foreseen in any of the above statements; therefore, the Superintendent shall have the discretionary authority to grant permission for absence for other justifiable reasons.

.440 - ABSENCE

Deductions from pay for absence are made for a twelve month employee at the rate of 1/260 of the annual salary and for any other regular employee at the rate of one divided by the number of days in the work year.

.441 - ASSAULT LEAVE

All non-teaching personnel who are required to be absent due to disability resulting from an unprovoked assault which occurs while employee is performing his/her assigned duties shall be eligible to receive assault leave, providing charges are filed against the assaulting party where the assailant's identity is known. Such leave shall be granted for a period not to exceed forty-five (45) school days, not charged against sick leave. The employee shall deliver to the Superintendent a signed statement on forms prescribed by the Board and maintained by the Superintendent and Treasurer.

Such statement will indicate the nature of the injury, the date of its occurrence, the name of the individual(s) involved, the facts surrounding the assault, and a statement that the employee has filed charges against the assaulting party where the assailant's identity is known.

If medical attention is required, the employee shall supply a certificate from a licensed physician stating the nature of the disability and its anticipated duration.

Falsification of either the signed statement or the physician's certification is grounds for termination of employment.

Payment on assault leave shall be at the employee's regular rate except that the amount of assault leave payable under this section shall be reduced by the amount(s), if any, of any other disability benefits payable to the employee under Worker's Compensation, or any other publicly funded disability benefit program.

Assault leave shall not be deducted from sick leave.

.442 - MILITARY LEAVE

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

.443 - RETURN FROM AUTHORIZED LEAVE

All authorized leaves shall not constitute a break in the employee's continuous service with the Board. Employees on leave shall continue to accrue seniority. Upon return to work from an approved leave, the employee shall be assigned to the same position held prior to the leave, if possible, at the rate of pay which he would be entitled to for the time actually worked. (One year worked equals at least one hundred-twenty (120) days within a school year.)

.500 - INSURANCE

.510 - HEALTH INSURANCE

A. Bargaining unit members who are regularly scheduled to work thirty (30) or more hours per week are entitled to insurance coverage with the board paying 90% of the premium.

B. STARK COUNTY SCHOOL COUNCIL OF GOVERNMENTS

1. The Board of Education shall provide the health-care benefits contained herein by participating in the Health Benefits Program of Stark County Schools Council of Governments, provided however, that insurance benefits and services provided under this Collective Bargaining Agreement shall not be less than those which bargaining unit members were entitled to on June 30, 1994, with the modifications contained in this Article.
2. Any health-care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, the Stark County Schools Council of Governments, or any participating member thereof, participating in the Health Care Benefits program of the Stark County Schools Council of Governments, shall not be reduced, modified or eliminated during the term of the collective bargaining agreement without the written approval of the Association.
3. Amounts required under this collective bargaining agreement to be contributed by the employees for the cost of health insurance shall be determined by the Board of

Education as a percentage to the Board's total annual program cost under the agreement regarding Health Benefits Program of the Stark County School Council (Program Agreement). Amounts so contributed by employees shall be deposited by the Board of Education, together with its contribution for such program costs, in the Operating Fund under the Program Agreement. Any amounts on deposit or attributable to the Operating Fund at the end of a fiscal year shall be credited to contributing employees in accordance with the same percentage that is imposed upon them by this collective bargaining agreement. Such credit shall be made no later than April 1st of the succeeding fiscal year. Any amounts on deposits or attributable to the Operating Fund at the end of a fiscal year shall be credited to contributing employees in accordance with the same percentage that is imposed upon them by this collective bargaining agreement. Such credit shall be made no later than April 1st of the succeeding fiscal year. Any contributing employee whose employment ceases during the fiscal year must apply in writing within thirty (30) days from cessation of employment for a refund equal to the amount of his/her individual credit. Said amount shall be payable by the Board no later than sixty (60) days from written application by the contributing employee.

4. The Stark County Schools Council has made the following changes in the "Agreement regarding health benefits programs".

- (a) "Reserve Amount" means the amount that each participating member must appropriate so as to have available monies no less than twenty percent (20%) nor more than thirty percent (30%) of claims paid for the preceding twelve (12) month period that would not be covered by aggregate stop-loss insurance coverage.

However, the "Reserve Amount" may deviate from the above listed percentage agreement of the Stark County Council of Governments.

- (b) Page 10, Section 8 sixth line add "aggregate" to Stop-Loss Insurance coverage.

5. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization pursuant to Chapter 1742 of the Ohio Revised Code.
6. If agreement is reached on common specifications, not already contained in this contract, for the COG member districts, such specification will become amendments to this contract upon agreement of the Association President and the Superintendent.
7. Tax sheltering of the individual's contribution for health costs shall be implemented, under IRS Section 125, upon agreement of the Superintendent and Association President.

8. The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:
 - (a) The program will be available to employees and their dependents that have "primary" coverage under the district's insurance.
 - (b) The employee will pay the 20% co-payments to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
 - (c) The deductible will be waived.
 - (d) The list of covered expenses shall be agreed upon by the Stark County Council of Governments.
 - (e) The duration of this provision shall be from July 1, 1994 and thereafter as agreed to by the representatives of the Stark County Council of Governments.
 - (f) A mail order prescription program will be implemented.
9. The deductible, co-insurance and yearly maximum shall apply to hospitalization/surgical/major medical combined.

10. SPECIFICATIONS

- | | |
|--------------------|----------------------------------|
| * Maximum Benefits | Unlimited |
| * Deductible | \$100/individual
\$200/family |
| * Accumulation | Calendar Year |

* Co-Insurance Provision:

80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1000 for two or more family members.

After the employee has met the out-of-pocket, 100% of eligible charges will be paid.

- | | |
|-------------------------------|---------------------------------------------|
| * Out-Patient Psychiatric | 80% UCR up to 15 visits per person per year |
| * Out-Patient Substance Abuse | 80% UCR up to 15 visits per person per year |
| * In Patient Psychiatric/ | 31 days per person, per year |

Substance Abuse

- * Routine Pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

11. DEPENDENTS

Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

12. PRE ADMISSION CERTIFICATION

Under the Pre-Admission Certification/Concurrent Review Program, the Doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admission) must be pre-certified. Failure to follow pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed by emergency care within forty-eight (48) hours after the emergency.

13. PREFERRED PROVIDER PROGRAM:

- (a) The parties agree that one or more Preferred Provider Organization (PPO) programs for hospitals and physician's services may be provided through the Stark County Council of Governments (COG) Health Insurance Program.
- (b) Participation in any such programs will be voluntary and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO System, there may be a reduction in benefits.
- (c) The COG therein, shall mutually determine the selection of the PPO (s), the types of benefits/programs, or any changes thereof.
- (d) The duration of this provision shall be from July 1, 1994 and continuing thereafter unless terminated or modified by the representative outlined in paragraph (c) herein.

14. Group hospital and medical insurance, as defined in (.510 B) above, will be made available for purchase for all bargaining unit members working over thirty (30) hours per week not included in .510 A above. There will be payroll deductions from the 26 or 21 pays if chosen.

.520 - DENTAL INSURANCE

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family dental insurance equal to or exceeding the specifications below. The Board shall pay 100% of the family premium for dental insurance (unless specified different under .500A) for the classifications defined under .500A, upon ratification of this contract. Employees must work a minimum of thirty (30) hours per week to qualify for family dental coverage.

SPECIFICATIONS

- 1. Maximum Benefits/covered person \$2,500 per year
- 2. Deductible – Individual \$25.00 per year
- 3. Deductible – Family \$75.00 per year

Co-Insurance Amounts

- *Class I – Preventive 100% UCR (no deductible)
 - *Class II – Basic Restorative 80% UCR
 - *Class III – Major Restorative 80% UCR
 - *Class IV – Orthodontia 60% UCR
- Lifetime Maximum for Orthodontia is \$1,200

.530 - VISION INSURANCE

The Board shall pay 100% of employee or dependent coverage of a vision plan equal to or exceeding the specifications below. Employees must work a minimum of thirty (30) hours per week to qualify for vision coverage.

SPECIFICATIONS

Eye Examinations

One regular eye examination in each 12 consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40.00 per exam.

Lenses

One pair in each 12 consecutive month period covered. Payment is made for the actual charge for one or two lenses or contact lenses, but no more than:

	<u>Per Lens</u>	<u>Per Pair</u>
Single Vision	\$ 20.00	\$ 40.00
Bifocals	\$ 30.00	\$ 60.00
Trifocals	\$ 40.00	\$ 80.00
Lenticular	\$100.00	\$200.00
Contact Lenses (Cosmetic)	\$ 35.00	\$ 70.00
Contact Lenses (Medically Necessary)	\$200.00	\$400.00

- NOTE: The amount for single lens is fifty percent (50%) of the amount for a pair of lenses.

The allowance for medically necessary contact lenses will be paid only if: (a) the lenses are necessary following cataract surgery; (b) visual acuity cannot be correct to 20/70 in either eye with other lenses, but can be correct to at least 20/70 in either eye with contact lenses; or (c) the lenses are necessary for the treatment of anisometropia for keratoconus.

Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lenses plus the frames toward the cost of the contact lenses.

Maximum: The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty days.

Frames

One set of frames is covered every 24 consecutive month period provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frame may be applied toward the cost of lenses.

Limitations and Exclusions

Services for which vision care coverage does not provide benefits include:

- *Sunglasses, whether or not a prescription is required
- *Drug or Medications
- *Employer furnished services or supplies or those covered under Worker's Compensation laws, Occupational Disease laws or similar legislation.
- *Services and supplies rendered or furnished as a result of loss, theft, breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
- *Orthoptics or vision training
- *Aniseikonic lenses
- *Coated lenses

Vision Care does not provide full benefits for cosmetic vision needs. The distinction applies particularly to frames and contact lenses.

.540 - TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT

The Board will pay 100% of the premiums for term life insurance and accidental death and dismemberment insurance for each employee in the amount of \$50,000. Each employee may opt to purchase an additional \$20,000 of term life insurance in \$5,000 increments according to the insurance carrier's rates and subject to any limitation imposed by the carrier as to percentage of participation.

.541 - WORKERS' COMPENSATION

As a public employee all employees of the school district are covered by Workers' Compensation for any legitimate injury sustained in the course of and arising out of his employment. To protect the employee, he/she should report injuries immediately to their Supervisor and to the Treasurer's Office. Failure to do so may mean loss of this protection to the employee.

An employee who has qualified for temporary total disability benefits through Workers' Compensation shall continue to receive all Board paid insurance benefits up to nine (9) months while on temporary total disability leave.

An employee who elects to use sick leave pending approval of a request for temporary total disability benefits from Workers' Compensation may buy back that sick leave after approval.

.600 - HEALTH EXAMINATION

All employees are required to submit a certificate of good health from a qualified physician at the time of employment.

In addition, all employees are required to have a tuberculin testing according to the following:

NEW EMPLOYEES

1. Present documented evidence of having a negative tuberculin test as defined by the "American Thoracic Society" (Mantoux Test 5 TU PPD preferred) within ninety days before their first work day or
2. If a positive reaction, have a chest x-ray and any other medical and laboratory examinations deemed necessary by the school physician or the board of health of the health district to determine the absence of tuberculosis in a communicable state within ninety days before their first day of work.

CURRENT EMPLOYEES

1. Have additional tuberculosis screening as prescribed by the board of health of the district.
2. If it is determined that an employee has tuberculosis in a communicable stage, his/her employment shall be discontinued or suspended as determined by the Board until the Board of Health has certified to a recovery from such disease.

Upon discontinuance or suspension of employment under the provision, an employee shall receive sick leave benefits to the extent accumulated.

RECORD KEEPING AND REPORTING

1. The Administration shall keep card-index records of all examinations according to the form prescribed by the State Board of Education.
2. All positive reactions and x-ray findings shall be promptly reported to the county record bureau of tuberculosis cases.
3. Annual summaries of tuberculosis examinations shall be provided as required by the Ohio Department of Health.

.610 - SCHOOL EMPLOYEES RETIREMENT SYSTEM

- A. A deduction is made from each employee's salary as his/her contribution to the retirement system. A detailed handbook explaining requirements and benefits is available in the Treasurer's Office.
- B.
 1. For purposes of Section .790 of this agreement, total annual salary or salary per pay period for each member shall be the salary otherwise payable under this agreement, as amended. The total annual salary or salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A members deferred salary shall be equal to the percentage of said member's total annual salary or salary per pay period which is required from time to time by the Ohio School Employees Retirement System ("SERS") to be paid as an employee contribution by said member and shall be paid by the Board to SERS on behalf of said member as a "pickup" of the SERS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries or salaries per pay period otherwise payable under this Agreement, as amended (including pickup amounts), and its employer contributions to SERS shall not be greater that the amounts it would have paid for those items had this provision not been in effect.
 2. The Board shall compute and remit its employer contributions to SERS based upon total annual salary or salary per pay period, including the "pickup". The Board shall report for Federal and Ohio income tax purposes as a member's gross income said member's total annual salary or salary per pay period, less the amount of the "pickup". The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary or salary per pay period, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
 3. The pickup shall be included in the member's total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

4. The pickup shall apply to all payroll payments made after the adoption of this agreement, as amended.
5. Should the Board's payment of deferred salary cause an individual employee's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this agreement by the Board.
6. As used in Subsection .610(B), the term "salary" shall mean both salary and wages.

.630 - EMPLOYEE EVALUATION/PERSONNEL FILE

A. Employee Evaluation

Any evaluation form made out on any employee's work record shall be examined by the employee and offered for initialing by him/her prior to being placed in his/her file.

Any employee may write his/her comments on any evaluation form examined by him/her.

B. Personnel File

Any employee shall have the right to review the contents of his/her personnel file upon request. Each employee shall be notified of any material placed in his/her file and shall be provided a copy of any material in the file upon request and on and after October 1, 2008 will be provided a copy of any material placed in the file..

Any employee shall have the right to file an answer or comment to any material included in the personnel file and such answer shall be attached to the file copy.

No anonymous material shall be placed in an employee's personnel file. An employee shall be informed of any complaint directed toward that employee which may become a matter of record.

Any record of any discipline nature held in an employee's file must have been initialed by the employee. In the event an employee refuses to sign or initial such record, an Association Representative may be called by the Board's Representative to witness that the employee is aware of the record and shows a refusal to sign on the employee's part.

There shall be no document in the personnel file or any other repository that is not accurate, relevant, complete, timely, or identifiable as to source. After three (3) years, any document in the file that is derogatory shall be subject to expungment pursuant to ORC 149 and to the extent that there has been no intervening employment related actions.

.640 - QUARTERLY MEETINGS

Quarterly Meetings between the Ohio Association of Public School Employees Committee of Local 114 and the Superintendent or his designee will be held during the school year.

The purpose of these meetings will be to review common concerns affecting these non-teaching personnel, improve the supporting service areas of the school and to clarify policies affecting the employees covered by this agreement.

It is hoped that as a result of these meetings the high morale of the staff will remain, education of the finest quality will prevail and staff members and Administrators will avoid misunderstandings.

.700 - HOURS OF WORK AND OVERTIME

- A. All assigned work in excess of forty (40) hours per week or eight (8) hours per day shall be paid at a rate of not less than one and one-half (1½) times the regular rate of pay.
- B.
 - 1. Item (A) above provisions shall apply to food service employees in the operation of the school lunch program, but assignments to other functions, such as serving banquets, shall be paid at a rate of not less than one and one-half (1½) times the employee's regular rate of pay.
 - 2. Overtime or extra time (any work beyond an employee's scheduled work that does not qualify for overtime pay as defined in this Agreement) for Cafeteria Employees shall be assigned by the Director of Food Services or designee.
 - 3. Within the first two weeks of each school year a form will be sent to each school cafeteria which will enable those cooks who wish to work to indicate their desire to do so in the following areas:
 - a. Overtime or extra time inside or outside their building;
 - b. Collect cafeteria money as a substitute;
 - c. Work extra time for banquets and special events; or
 - d. Travel for positions of more than three (3) hours and less than thirty (30) days.
- C. The Superintendent or his designee shall assign overtime and/or additional hours under the following guidelines:
 - 1. Personnel regularly assigned to the work area in which overtime is to prevail shall have the first opportunity to work the additional hours. However, the senior employee in a building cannot pass up the overtime in the building to take equal overtime in another building.
 - 2. Employees with senior service credit within the building, in which the overtime is to prevail, shall have the first opportunity to work if the regular employee is

absent or extra personnel are required, provided it does not interfere and/or overlap with his/her normal scheduled shift.

Fireman/Custodian will have the first opportunity for all checks in his/her building.

Stadium work and football games are to be excluded if extra personnel are required (i.e., parkers, bleacher crew, summer work, ticket sellers and takers and other additional personnel that may be required).

3. Should the personnel, regularly assigned to the building in which the overtime is available, not be available for any reason, the employee with the senior service credit, within the department, shall then have the first opportunity to work, provided he has notified the Administrative Assistant in the appropriate manner of his willingness to work outside his building.
 4. All work performed on Saturday or Sunday, except auxiliary driver training, shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay.
 5. A minimum of two (2) hours at the appropriate rate of pay shall be paid to custodial-maintenance employees reporting to work, as directed, at a time other than their regular work shift. Such employees are required to work at least two (2) hours unless excused by the Administration; this requirement does not apply if the call is only for an emergency.
 6. An employee is not eligible for extra duty on those days he was unable to perform his regular duties because of illness, injury or vacation.
- D. Employees assigned to work in a higher paid classification shall receive the rate for that classification at the employee's step for all hours worked.
- E. Phones will be maintained in all cafeterias to allow immediate communication in case of emergency.
- F. Employees assigned to any temporary position shall be compensated for holidays and calamity days associated with that position which occur during the assignment. The employee must work the scheduled day before the holiday/calamity day to qualify for the higher rate
- G. All Employees shall work under safe and healthful conditions, as described under Board Policy 7430.
- H. Blood Born Pathogens - bargaining unit members shall be included as "at risk" for blood born pathogens and shall receive training and protection accorded those "at risk" and shall be required to attend such training at no additional cost to the Board.

.710 - NIGHTSHIFT DIFFERENTIAL PAY

A shift differential of .30 per hour shall be paid to second shift personnel and .35 per hour shall be paid to third shift personnel working on a regular scheduled eight (8) hour basis. A second shift is defined as a shift either commencing at 2:00 p.m. and prior to 10:30 p.m. or a shift which commences at some other time but at least four (4) hours of which fall between 2:00 p.m. and 10:30 p.m. A third shift is defined as a shift commencing at 10:00 p.m. and prior to 6:30 a.m. or a shift which commences at some other time but at least four (4) hours of which fall between 10:00 p.m. and 6:30 a.m.

.720 - REGULAR WORK WEEK

The regular workweek shall consist of five (5) consecutive days, Monday at 12:00 a.m. through Friday. However, for the midnight turn, the regular work week shall commence on Sunday night and end with the last shift Thursday night.

The regular workday shall be eight and one-half (8½) hours with one-half (½) hour unpaid time off for lunch. The Superintendent or his designee according to the needs of the various buildings shall assign starting times.

If an employee's starting time is changed by more than three hours from the original posted bid, his/her job must be re-posted and awarded according to the procedures in Article .200. The affected employees will have bumping rights per .200 C.

Employees in the Carpentry, Utility, Painter and Maintenance Mechanic classifications may have their starting times temporarily changed in case of emergency.

.730 - PAY PERIODS AND PAYCHECKS

All non-certificated personnel shall have the option to elect twenty-one (21) or twenty-six (26) pays. If the employee wishes to have twenty-one (21) pays he/she has to notify the Treasurer in writing by July 31st of each year.

Those bargaining unit members who elect twenty-one (21) pays instead of twenty-six (26) pays will have the medical premiums divided equally into twenty-one (21) pays.

.731 - PERFECT ATTENDANCE BONUS

An annual attendance incentive shall be paid to an individual based on the following:

Perfect attendance = \$225
1-3 days missed = \$115
4-6 days missed = \$75

.740 - PAYROLL DEDUCTIONS

Federal Withholding – Income Tax
Retirement System

Hospital and Major Medical
Health and Accident Insurance
Credit Union
City Income Tax
State Income Tax
United Fund
Association Dues
Cancer Insurance
PEOPLE deduction

.750 - JOB DESCRIPTIONS

There shall be a current job description for each bargaining unit classification. The most current dated job description shall be provided to each employee in a given classification. When a job description becomes outdated, the Association or Administration may request that the job description be revised.

.760 - CALAMITY DAY PAY

All employees required or expected to work on a Calamity Day shall receive compensatory time off to be taken at the discretion of the Administration before the beginning of the following school year.

.770 - BUILDING USE

- A. A paid Cafeteria Employee shall be on duty whenever the facilities of the building(s) cafeteria(s) are to be utilized (except for water) by an outside group.
- B. A paid Fireman/Custodian and/or Custodian shall be on duty, as needed, whenever the facilities of the building are to be utilized by the public.

When multiple activities are scheduled after school hours, involving a large number of students, a Custodian or Fireman/Custodian should be on duty with the approval of the Superintendent or his designee.

- C. For purposes of this Agreement, an "outside group" constitutes any group that is not a Board sanctioned organization or group.

.780 - LICENSURE

For those holding a Boiler's License as of June 30, 2011, a \$125.00 payment over and above the regular salary schedule shall be paid annually to all persons possessing a Boiler Operator's License in the Operation Department. For those employees holding a Boiler's License as of June 30, 2011, an additional \$125.00 will be added to Firemen with Boiler License and engaged in firing a boiler. A \$150.00 payment will be paid annually for an Electrician's license. The Board will reimburse for CDL license. (To be paid in a lump sum payment before Christmas).

.790 - DURATION

This agreement is to become effective on the later of July 1, 2011 or the date of ratification by the Union and approval by the Board and remain in full force and effect through June 30, 2014, provided the Board President, the Superintendent and the Treasurer determine they are able and do execute the fiscal officer certificate of adequate resources required by O.R.C. Section 5705.412 no later than April 15, 2013, in which case the Agreement shall be continued in accordance with its revisions through June 30, 2014. If the certificate cannot be executed, this Agreement shall expire on June 30, 2013 and negotiations shall be opened for the 2013-14 school year.

.795 - SALARY SCHEDULE

Schedule A – effective through June 30, 2014.

The base wages shall be frozen for all three years of this Agreement and not step increases shall be given on the wage schedule for the second and third year of this Agreement (2012-13 and 2013-14). Employees will be entitled to step increases in the first year of the Agreement.

A salary increase, if appropriate will become effective the first pay of the new contract year.

.800 - NEGOTIATIONS PROCESS

A. Requests to initiate negotiations from the Association will be made in writing directly to the Superintendent. Such requests from the Board will be made in writing to the President of the Association. The Association and the Board shall submit their items for negotiation by the first meeting. Such requests shall not be accepted earlier than ninety (90) days, nor later than sixty (60) days prior to the expiration of the current agreement.

B. Negotiation Meetings

An agreement will be reached by the representatives of the Board and representatives of the Association within seven (7) days of the request as to the time and place of the meeting which shall be held within two (2) weeks after the request has been submitted unless both parties agree to an extension of time. Notice of the commencement of negotiations and the dispute resolution procedures under the agreement shall be furnished to SERB together with a copy of the agreement. Further meetings shall be held at the request of either party involved. Meetings shall be scheduled with the least possible interruptions of school schedules. Negotiation meetings shall be in executive session unless mutually agreed by both parties.

C. Representation

Representation shall be limited to no more than seven (7) representatives each of the Board and the Association. Neither party in any negotiations shall have control over

the selection of the negotiating or bargaining representatives of the other party, nor may each party select its representatives from within or outside the school district. While the Association and adoption shall execute no final agreement without ratification by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. Either party may request a change in the above number of representatives.

D. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Consultants may be used by each of the parties in any of the negotiation meetings.

E. Information

1. The Board and Superintendent agree to make available to the Association's negotiation committee, upon request and in reasonable time both prior to and during negotiations, available public information concerning financial resources of the district and such other public information as requested by the Association.
2. The Association agrees to furnish all available public information on its proposals upon request of the Board's negotiation team.

F. While Negotiations are in progress.

1. Recesses

The Chairman of either group may recess his group for independent caucus at any time.

2. Courtesy (Protocol)

No action to coerce or censor or penalize any negotiating participant shall be made or implied by other members as a result of participation in the negotiation process. However, this shall not be construed to require any participant to submit to maltreatment, whether through abusive language or derogatory publication.

3. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not constitute final agreement.

4. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

5. Scope of Negotiations

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement are subject to collective bargaining.

However, when the requests of both parties are presented, the discussion shall be limited to the items proposed, and no further additions shall be made during the course of negotiations unless by mutual agreement.

.910 - AGREEMENT

- A. When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association for ratification within ten (10) days and then to the Board for final approval. Following ratification by the Association and the Board, the Board shall adopt a resolution setting forth the agreement and the duration of its several parts. The agreement shall then be signed by the parties and shall become part of the official minutes of the Board. No provisions of the resulting agreement shall discriminate against any staff member in regard to membership or non-membership in the Association.

.920 - DISPUTE RESOLUTION

A. Responsibilities

The parties pledge themselves to negotiate in good faith and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

- B. In fifty (50) days prior to expiration of this agreement the parties have not reached a new agreement, either party may request that the Federal Mediation and Conciliation Service provide a mediator to assist in reaching an agreement. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14 (C) (1) (f) and is intended to supersede the procedure contained in O.R.C. 4117.14. However, the Association retains its right to invoke the provisions of O.R.C. 4117.14(d) (2) should the dispute resolution procedure listed above be unsuccessful.

.930 - ASSOCIATION SECURITY AND DUES CHECKOFF

- A. The Board agrees to deduct from the wages of employees for the payment of dues to the Association upon presentation of a written authorization individually executed by an employee. The Board agrees to accept such authorization quarterly or within thirty (30) days of first hire unless the Board restricts changes in the Credit Union deductions to less than quarterly in the future.
- B. Prior to the beginning of each school year, the Association shall certify to the Board Treasurer the dues amount to be deducted for the coming school year.

- C. Deduction shall be made in twenty equal installments beginning with the first pay in October. The Board Treasurer shall remit all such deductions to the Association's State Office within thirty days of the date such deductions were made, along with a list for whom deductions were made and the amount deducted.
- D. The Association agrees to indemnify and save the Board, including its members and employees, harmless against any and all claims that may arise from or by reason of action by the Board in reliance upon any authorization cards or requests for deductions submitted by the Association to the Board.
- E. Dues deduction authorization shall be continuous from year to year, except authorization for deductions may be withdrawn only between August 22 and August 31, inclusive of each year by individual written request to the Treasurer and the Association President.
- F. Ninety (90) days following the beginning of employment for all employees hired after the Local Union and Board ratify this Agreement, who do not become members of the Union shall pay to the Union a fair share fee as a condition of employment with the Board. Effective 7/1/01 all classified employees in this bargaining unit shall pay fair share. Such fair share fee shall not exceed dues paid by the members of the Union. The Union shall notify the Board of the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded to the Union except that written authorization for deduction of fair share fees is not required.

.940 - POWER OF THE BOARD

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the state of Ohio and of the United States, including but without limiting the generality of the foregoing, all rights identified in O.R.C. 4117.08. These include:

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 layoff, 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.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

.950 - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is an allegation that there has been a violation, misinterpretation, or misapplication of this Agreement.
2. "Days" shall mean calendar days.

B. Rights of the Grievant and the Association:

1. A Grievant at his sole choosing may appear on his own behalf or may be represented at any and all steps of the grievance procedure by the Association.
2. The Association shall receive prior notice of each meeting held to resolve a formal grievance. Decisions rendered at each formal level will be made in writing and will be transmitted promptly to all parties, to the Association and the Administrator involved.
3. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at the step and further appeal shall be barred.
4. A grievance that affects more than one employee may be filed on behalf of all affected employees, provided all affected employees are informed in writing and agree thereto prior to the filing of such grievance.
5. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the Administrator deciding the grievance has authority to make a decision.

C. Time Limits

1. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties.

2. If a formal grievance (Level II) is not filed within thirty (30) days after the act or conditions giving rise to the grievance, the grievance shall be considered waived, except where the act or condition is repeated, the time shall run from the last time the act or condition occurs.
3. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at the step further appeal shall be barred.
4. Failure at any level of an Administrator to communicate a written decision within the specified time limit shall permit the Grievant to proceed to the next level of the formal grievance procedure.
5. In the event a grievance cannot be resolved because of the commencement of the winter or spring recess, further attempts at resolution shall be postponed until the return to school following recess, unless the parties otherwise agree. The parties shall so agree where irreparable injury would result from a postponement.
6. The temporary absence of the Superintendent or his designee shall toll the running of the days during the absence of such Administrator, but in no case for more than seven (7) additional days.
7. Hearings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

D. Grievance Procedure

Level I: (Informal)

If a member of the bargaining unit believes there is a basis for a grievance, he must first complete and file the Step 1 Grievance Form attached hereto as Appendix A, and discuss the matter with his/her immediate supervisor in an effort to resolve the problems informally.

Level II: (Formal)

If the Grievant is not satisfied with the results of Level I, or is unable for cause beyond her control to discuss the matter with his/her immediate supervisor within the time limit prescribed in C(2), the employee may begin formal procedure by submitting the formal grievance on Step II Grievance Form attached hereto as Appendix B to the Superintendent or his/her designee. Within seven (7) days of receipt of the form, the Superintendent or his/her designee shall hold a meeting and make a written decision. The decision reached at this meeting will be recorded on the Step II Grievance Form attached hereto as Appendix B.

Level III: (Formal)

If the Association is not satisfied with the Level II decision, then a request for arbitration must be filed within seven (7) days of the Level II decision with the American Arbitration Association with a request to provide a list of names of arbitrators. The Arbitrator shall be selected pursuant to American Arbitration Association rules.

The Arbitrator's powers shall be limited to deciding whether the Board or Administration has violated or misapplied the specific provisions of this Agreement. The Arbitrator shall have no power to add to, subtract from or otherwise modify the terms and conditions of this agreement, nor shall the Arbitrator be permitted to make a decision, which is contrary to law.

The losing party shall pay the cost of Arbitration, including the Arbitrator's fee and hearing transcript.

.960 - SAVINGS CLAUSE

In the event there is a conflict between a provision of this agreement and law pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, the retirement of public employees, the minimum educational requirements contained in the Ohio Revised Code pertaining to public education including the requirement of a certificate by the fiscal officer of a school district pursuant to O.R.C. 5705.41, and the minimum standards promulgated by the State Board of Education pursuant to O.R.C. 3301.17(D), such laws shall prevail over such provision of the agreement. In the event of conflict between a provision of the agreement and the Ohio or United States Constitution, or Federal Law, the Constitutions or Federal Law shall prevail over such provision of this agreement. The parties will meet to negotiate any necessary change in this agreement relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this agreement, there is a change in any applicable State or Federal Law which requires the Board to develop policies that affect the term(s) and condition(s) of employment, then the parties will meet to negotiate with respect thereto within sixty (60) days by demand of either party.

If, during the course of this agreement, a section(s) of the agreement becomes unworkable, either party may request bargaining on that section. Such bargaining will occur only upon the mutual agreement of the parties.

If any provision of this agreement is contrary to the aforesaid laws, all other provisions of this agreement shall continue in effect.

District Committee Representation – Upon ratification and for the duration of this agreement the bargaining unit will have equal representation on district committees that affect the unit and its membership. The Board and/or Administration shall designate these committees.

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Massillon City School District Board of Education and the OAPSE Local 114 and constitute the entire agreement between the parties. Any amendment or

agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

This agreement shall remain in full force and effect until its scheduled expiration under Section .790 and shall be renewed for successive periods of one year each thereafter unless a request in writing to initiate negotiations is made by either the Board or the Association pursuant to subsection .800 (A) of the agreement.

President, OAPSE #114

Date

Representative, OAPSE #114

Date

President, Massillon Board of Education

Date

Treas/CFO, Massillon Board of Education

Date

The above negotiated agreement was ratified by Local #114, Ohio Association of Public School Employees, at an official meeting on _____, (Date and Time).

President, OAPSE #114

The above negotiated agreement was approved by the Board of Education at a meeting on July 27, 2011.

Teresa L. Emmerling, Treas/CFO

PSE 114 - SALARY SCHEDULE

Class of Service	0	1	2	3	4	5	6	7	8	9	10	13	18	23
Custodian	33582	33999	34417	34836	35253	35672	36090	36508	36926	37345	37763	38274	39169	40447
Custodian (Klein, Gorrell, Whittier, MMS, WHS)	33582	33999	34417	34836	35253	35672	36090	36508	36926	37345	37763	38274	39169	40447
Janitor/Custodian	34241	34659	35077	35495	35914	36332	36749	37168	37585	38003	38423	38934	39829	41107
Janitor/Custodian (Klein, Gorrell, Whittier, MMS)	34241	34659	35077	35495	35914	36332	36749	37168	37585	38003	38423	38934	39829	41107
Janitor Helper	34241	34659	35077	35495	35914	36332	36749	37168	37585	38003	38423	38934	39829	41107
Janitor, MMS Groundskeeper	34241	34659	35077	35495	35914	36332	36749	37168	37585	38003	38423	38934	39829	41107
Janitor	34530	34948	35365	35785	36202	36620	37039	37456	37874	38293	38711	39222	40117	41395
Janitor, Ed. Complex	34664	35082	35500	35919	36337	36754	37173	37591	38010	38428	38845	39356	40251	41529
Janitor, Smith	34827	35246	35664	36081	36501	36918	37336	37755	38172	38590	39009	39520	40415	41693
Janitor High Fireman	35138	35556	35973	36393	36810	37228	37647	38064	38483	38901	39319	39830	40725	42003
Janitor Room Assistant	35405	35823	36240	36660	37076	37496	37913	38332	38749	39168	39586	40097	40992	42270
Janitor Center Assistant	35833	36250	36669	37086	37505	37924	38341	38759	39177	39596	40014	40525	41420	42698
Janitor Center Assistant	35833	36250	36669	37086	37505	37924	38341	38759	39177	39596	40014	40525	41420	42698
Janitor	35895	36312	36730	37150	37567	37985	38403	38821	39240	39658	40076	40587	41482	42760
Janitor Mech/Utility	36046	36463	36882	37300	37718	38135	38554	38973	39390	39809	40226	40737	41632	42910
Janitor d Carpenter	37234	37652	38069	38489	38906	39324	39743	40160	40579	40997	41415	41926	42821	44099
Janitor d Painter	37234	37652	38069	38489	38906	39324	39743	40160	40579	40997	41415	41926	42821	44099
Janitor Electronics	37234	37652	38069	38489	38906	39324	39743	40160	40579	40997	41415	41926	42821	44099
Janitor Room Manager	38289	38708	39125	39545	39963	40380	40799	41216	41635	42054	42471	42982	43877	45155
Janitor d Main. Mech.	38732	39150	39570	39987	40405	40823	41241	41658	42078	42496	42913	43424	44319	45597
Janitor Mechanic-Driver	35833	36250	36669	37086	37505	37924	38341	38759	39177	39596	40014	40525	41420	42698

OAPSE 114 - SALARY SCHEDULE														
Years of Service	0	1	2	3	4	5	6	7	8	9	10	13	18	23
Bus Driver	13.91	14.14	14.37	14.58	14.82	15.03	15.27	15.48	15.71	15.96	16.20	16.56	17.18	18.06
Bus Monitor	8.88	9.01	9.15	9.29	9.42	9.56	9.69	9.83	9.98	10.09	10.20	10.33	10.95	11.84
Study Hall/ISC Monitor	13.07	13.14	13.24	13.32	13.38	13.47	13.54	13.63	13.72	13.78	13.85	14.21	14.83	15.73
Mail Carrier	11.51	11.69	11.88	12.08	12.26	12.46	12.65	12.85	13.03	13.23	13.39	13.75	14.37	15.27
AV Tech.	11.95	12.15	12.34	12.54	12.72	12.93	13.12	13.33	13.52	13.72	13.91	14.26	14.88	15.78
Library Tech.	10.30	10.50	10.69	10.89	11.07	11.26	11.44	11.64	11.83	12.03	12.21	12.56	13.19	14.08
Nurse Aide/LPN	16.48	16.68	16.89	17.09	17.30	17.50	17.71	17.91	18.12	18.23	18.34	18.48	19.10	19.98
Special Ed. Aides	11.28	11.48	11.69	11.89	12.10	12.30	12.51	12.71	12.91	13.02	13.13	13.27	13.89	14.78
Teacher Aides	10.09	10.29	10.50	10.70	10.91	11.11	11.32	11.52	11.73	11.84	11.95	12.08	12.70	13.59
Vocal Music Aide	11.85	12.05	12.26	12.46	12.67	12.87	13.08	13.28	13.49	13.69	13.90	14.25	14.87	15.76
Cook, Mgr. WHS, MMS	14.97	15.20	15.44	15.68	15.90	16.14	16.38	16.61	16.84	17.07	17.31	17.66	18.28	19.18
Head Cook	11.13	11.35	11.54	11.75	11.95	12.16	12.36	12.57	12.76	12.97	13.19	13.55	14.17	15.06
Assistant Cook	9.72	9.92	10.12	10.32	10.53	10.72	10.94	11.13	11.35	11.54	11.75	12.10	12.72	13.62

**APPENDIX A
OAPSE 1114
GRIEVANCE FORM
STEP I**

INFORMAL MEETING WITH IMMEDIATE SUPERVISOR

Grievant's Name _____ Classification _____

Building _____ Union Representative _____

Informal Meeting Was Held With _____

Place _____ Date _____ Time _____

Place/date/time/and general nature of grievance and relief sought:

Specific paragraph (s) of collective bargaining agreement alleged to be violated:

Comments of Grievant:

Comments of Supervisor:

Disposition:

**APPENDIX B
OAPSE 1114
GRIEVANCE FORM
STEP II**

INFORMAL MEETING WITH SUPERINTENDENT OR DESIGNEE

Grievant's Name _____

Union Representative _____

Response to Disposition at Step I:

Disposition at Step II:

Date of Disposition:

Signed: _____, Grievant

Signed: _____, Superintendent

The Grievant is not satisfied with the Level II decision and will seek arbitration:

_____, Grievant

Date:

**OAPSE 1114
GRIEVANCE FORM
NOTICE**

**THE ASSOCIATION IS NOT SATISFIED WITH THE LEVEL TWO DECISION
UNDER DATE OF _____ AND WILL SEEK
ARBITRATION.**

INFORMAL MEETING WITH SUPERINTENDENT OR DESIGNEE

_____, Grievant

Date:

agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

This agreement shall remain in full force and effect until its scheduled expiration under Section .790 and shall be renewed for successive periods of one year each thereafter unless a request in writing to initiate negotiations is made by either the Board or the Association pursuant to subsection .800 (A) of the agreement.

Wm E Spurr
President, OAPSE #114

4-20-12
Date

Nanette Tolson
Representative, OAPSE #114

April 19, 2012
Date

Bill Hoodby
Superintendent, Massillon Board of Education

April 20, 2012
Date

Phillip Elum
President, Massillon Board of Education

4-20-12
Date

Narda Magli
Treasurer Massillon Board of Education

June 4, 2012
Date

The above negotiated agreement was ratified by Local #114, Ohio Association of Public School Employees, at an official meeting on July 21, 2011.

Wm E Spurr
President, OAPSE #114

The above negotiated agreement was approved by the Board of Education at a meeting on July 27, 2011.

Narda Magli
Treasurer, Massillon Board of Education