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MASTER AGREEMENT

between the

**M.V.S.E.A. (ASSOCIATION)
(Composed of O.A.P.S.E. Chapter 470)**

and the

**MOUNT VERNON CITY BOARD OF
EDUCATION**

The provisions of this Agreement shall become effective
July 1, 2012, and shall continue in effect until June 30, 2013

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ARTICLE 1 – RECOGNITION

Recognition

The Board of Education of the Mount Vernon City Schools, hereinafter referred to as the “Board,” hereby recognizes the Mount Vernon School Employees Association, Local 470, of the Ohio Association of Public School Employees, hereinafter referred to as the “Union,” as the sole and exclusive bargaining agent for all full-time classified personnel listed below:

- A. Aides
 - Health Aide
 - Classroom Aide
 - Library Aide
 - Computer Technical Aide
 - Computer Lab Aides
- B. Computer Technicians
- C. Bus Drivers
- D. Secretarial (except exempt)
- E. Cooks
- F. Custodians
- G. Maintenance
- H. Mechanics
- I. Security Guard
- J. Utility Worker
- K. MVAP Assistant Monitor
- L. Head Computer Technician

The scope of the Union bargaining rights shall include wages, hours, fringe benefits, working conditions and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

ARTICLE 2 – NEGOTIATIONS

Section 1 – Negotiating Teams

The Board and Union shall be represented at all negotiations meetings by a team of negotiators. The Union team may be comprised of full-time employees from each classification and one full-time representative from OAPSE to a maximum of seven (7) persons. The Board team shall be comprised of seven (7) persons selected by the Board, none of whom shall be persons represented by the bargaining unit.

While no final agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit no more than two (2) observers to each meeting. Such observers shall be without the right to speak or otherwise comment to either party.

Section 2 – Negotiations Meetings

In each year in which the Collective Bargaining Agreement expires, either part may, by April 1, serve notice to the other of their desire to negotiate. Notice shall be served in writing, with a copy of such notice to State Employment Relations Board (SERB).

All negotiations sessions shall be conducted after regular hours, unless other times are mutually agreed upon, location to be mutually agreed upon as well.

Tool for negotiations will be agreed upon by Association and Board prior to negotiations. Information exchanged will be based on process determined.

Once the meeting date, place and time have been established by both parties, the following procedure will be used if traditional bargaining is chosen:

AT THE FIRST MEETING, THE PARTIES SHALL MEET AND EXCHANGE THEIR WRITTEN PROPOSALS. NO NEW ITEMS FOR NEGOTIATIONS MAY BE SUBMITTED BY EITHER PARTY AFTER THE FIRST MEETING WITHOUT THE CONSENT OF THE OTHER PARTY. SUBSEQUENT MEETINGS WILL BE SCHEDULED TO NEGOTIATE UNTIL A TENTATIVE AGREEMENT IS REACHED.

ALSO EACH MEETING WILL BE HELD IN EXECUTIVE SESSION.

All parties are obligated to deal openly and fairly with each other and conduct said negotiations in good faith. Good faith requires that the Union and the Board be willing to react to each other's proposals. If any item of the proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process.

Section 3 – Caucus

Upon the request of each party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

Section 4 – Exchange of Information

The Superintendent shall furnish the Union, and the Union will furnish to the Superintendent, upon reasonable request, all regularly and routinely prepared information pertinent to the issues under negotiations which are considered public record. The Board and the Union will incur no special expense in providing such information to the other party.

Section 5 – Consultants

Each team may call upon consultants or resource people to provide information of common concern relative to issues under discussion. No more than one consultant or resource person from each team may address the negotiators at one time during a meeting. A three-day prior notice to the meeting shall be given as well as the issues to be covered by the consultant. The expense of such consultant shall be borne by the party requesting him.

Section 6 – Progress Reports

Periodic written progress reports concerning negotiations may be issued to the public with the approval of both parties up to the declaration of impasse. Once impasse has been declared, either party may provide whatever information it wishes to the public on the status of negotiations without the consent of the other.

Section 7 – Agreement

When consensus is reached on all matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Union for ratification and then to the Board for its approval. When approved, in accordance with the provision of this section, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board. All negotiations must be completed within ninety (90) days or by a date mutually agreed upon by the Board and the Union.

Section 8 – Impasse Procedure

In the event agreement is not reached within sixty (60) days of the first bargaining session, either party may declare that an impasse exists.

If impasse is declared, the parties shall jointly request the appointment of a mediator from the Federal Mediation and Conciliation Service. In the event an agreement is not reached within thirty (30) days of the first meeting with the mediator, the impasse procedures of this contract will have been completed and the Union may exercise its rights to strike provided the issues unresolved have expired and the Union has given its ten (10) day notice to strike and the Board shall have the option to implement its final offer.

Prior to serving a ten (10) day strike notice, the Union shall submit the final offer of the Board to its full membership for a vote.

Section 9 – Costs of Advisory Committee

Costs and expenses which may be incurred in securing and utilizing the services of the Federal Mediation and Conciliation Service shall be shared equally by the Board and the Union.

Section 10 – Action by the Board

Within thirty (30) calendar days from the time the agreement, ratified by the Union, is presented to the Board, the Board shall take action upon the recommendations submitted. Approval shall be final and shall become part of the official minutes of the Board within implementation by all parties concerned as soon as possible.

Section 11 – Renegotiation of Agreement

The Board and the Union agree that all negotiable items have been discussed during the negotiations period leading to agreement, and that no additional negotiations on said agreement will be conducted on any item, whether contained therein or not, except by mutual consent during the life of said agreement.

Section 12 – Further Terms of Agreement

Any agreement reached and accepted by the Union and the Board shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual terms of employment heretofore in effect. All future classified employees shall be employed expressly subject to terms of such an agreement.

Section 13 – Consistency with Law

If any provision of an agreement between the Board and the Union shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

If it is mutually agreed that changes are to be made in the negotiation agreement while it is in force, such changes will be made by the negotiation process.

ARTICLE 3 – UNION DUES DEDUCTIONS

The Board agrees to deduct from the paychecks of employees Union dues for every employee who authorizes the Board to do so in writing. Individual authorization forms for dues deduction shall be furnished by the Union at its expense. Union dues shall be forwarded by the Board to the Union Treasurer each month along with a list of employees for whom dues have been deducted.

A list of employees and the amount of the dues to be deducted shall be filed in writing with the Treasurer of the Board by the Union President or Treasurer no later than September 15 of each year. Deductions will be made in sixteen (16) equal installments, beginning in October and ending in May. Membership or fair share fees for all new hires and those current employees electing dues deduction for the first time shall be deducted in the month following the date of hire or date of member application.

Agency Shop

All present members of MVSEA and individuals employed after November 1, 1990, shall pay either a fair share fee or a membership fee to OAPSE.

Each employee covered by this Section, who fails voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment on or after the probationary period provided in this Agreement or sixty (60) days following the beginning of employment, whichever is less, to pay to the Union a fair share fee, which shall not exceed the dues paid by members of the Union who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employees shall furnish to the Union State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject such employee to have the proper amount of dues and/or fees automatically deducted from their pay in the same manner as outlined in this Agreement.

In the event the laws of Ohio governing Union security are changed during the terms of the Agreement to permit other forms of Union security, the Employer agrees to meet with the Union, upon its request, for the purpose of negotiating a new Union security provision to be incorporated in this Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

The Board retains the sole right and authority, except as limited by the specific terms of this agreement and the law, to manage the Mount Vernon City Schools. This right includes, but is not limited to, the right to direct the work force; to determine the duties to be performed within the current job description of the position; to determine the means, methods and equipment to be used; to assign, transfer and promote employees; to schedule the days and hours of work of employees; to hire, discharge and discipline employees; and to make such rules and regulations as are necessary to maintain the orderly and efficient operation of the schools. Any job description changes must be discussed by the Management and the Union.

ARTICLE 5 – UNION RIGHTS AND REPRESENTATION

The Union representative, including the OAPSE field representative, shall have access to bargaining unit members at their place of work before the beginning of and after the end of their work day.

During duty times, however, permission must be obtained from the employee's supervisor, the length of time must be reasonable, the conference must not disturb the operation of the school, and the employee will make up any duty time lost as a result of the conference.

When it is necessary for a local president to leave his/her building during working hours, he/she must get permission from his/her supervisor.

The local president shall be responsible for making up one-half (1/2) of the scheduled/contracted time he/she is out of the building.

The Union representative will be expected to check in with the office upon his/her arrival in any situation.

The Union shall provide the Board a list of officers and members by September 15 each year.

The Union shall have the right to use bulletin boards, school mail, and/or e-mail, and meeting rooms at no cost. Meeting room use shall be approved by building principal and/or Superintendent's designee and shall not interfere with any school activities.

ARTICLE 6 – GRIEVANCE PROCEDURE

Section 1

A. Grievance Policy

The Mount Vernon Board of Education recognizes that in the interest of the effective management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any participation in the grievance procedure.

B. Grievance Defined

A grievance shall be defined to be an alleged violation, misinterpretation or misapplication of the contract.

Definitions: Day as used in this contract and the grievance procedure shall mean calendar day.

C. Union Grievances

In the event the contract violation involves a right allegedly guaranteed the Union by the Union rights provision of this contract, the Union may initiate a grievance on its own at Step Three.

D. In the event a supervisor and/or principal, the Director or Business Affairs, the Superintendent or the Board of Education fail to reply to a grievance at any step, then the grievance shall proceed to the next step in the procedure.

Section 2

Step I

Any employee(s) with a grievance shall discuss said grievance with his/her immediate supervisor before submitting it in writing.

Step II

In the event the informal discussion does not resolve the grievance, the grievant shall have the right to submit a written grievance within seven (7) calendar days after the alleged action which violated the contract. If the grievant does not file the grievance within said seven (7) period, then the grievant shall have waived the right to file a grievance now and in the future. Within seven (7) calendar days of receipt of the grievance, the supervisor shall answer the grievance in writing and shall state the reasons for the decision rendered.

Step III

In the event the grievance is not resolved at Step II, the grievant shall have the right to appeal the grievance to Step III provided the written appeal is filed with the Superintendent of Schools or designee within seven (7) calendar days of the receipt of the Step II decision by the grievant. Failure to appeal within said time period shall constitute a waiver of the right to appeal the decision at Step II to Step III. The grievant may attach a request for a hearing with said written notice of appeal and such hearing shall be held within seven (7) calendar days of the receipt of the appeal. Within seven (7) days of the receipt of the appeal by the Superintendent or of the hearing if a hearing is requested, the Superintendent or designee shall answer the grievance in writing and shall state the reason(s) for the decision rendered.

Step IV

In the event the grievance is not resolved to the satisfaction of the grievant at Step III, the Union shall have the right to appeal the grievance to Step IV. The notice of appeal must be filed with the Treasurer of the Board within seven (7) days of the grievant's receipt of the decision at Step III. Failure to file said notice of appeal within the seven (7) day period shall constitute a waiver of the right to appeal to Step IV of the grievance procedure. If an appeal is timely filed, the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall alternately strike the names of the arbitrators until one (1) name remains.

The arbitrator shall have no power to add to, subtract from or modify the terms of the agreement. The arbitrator shall only have the authority to decide the issue presented to him/her and the decision of the arbitrator shall be final and binding.

Sixty percent (60%) of the fees and costs of the arbitrator shall be paid by the party against whom the arbitrator rules, and forty percent (40%) of the arbitrator fees and costs shall be paid by the prevailing party.

All grievants shall have the right to Union representation at all steps of the grievance procedure.

ARTICLE 7 – SENIORITY

Section 1

To the extent permitted by law and consistent with the responsibility of the Board to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail.

- A. System seniority shall be defined as the length of employment of an employee with the Board as computed from the employee's most recent date of hire.
- B. Job Classification/Seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's date of entry into such classification.
- C. There shall be a probationary period of one-hundred-twenty (120) work days to allow the Board to determine the fitness and adaptability of any employee it may hire to do the work. During the probationary period, the new employee shall have no seniority rights in that position and his qualifications required to do the work and his discharge or layoff for any reason shall not be subject to the grievance and arbitration procedures set forth in this agreement. Employees retained beyond the probationary period shall have their system seniority computed as of their date of hire and their job classification seniority computed as of their latest date of entry into the job classification.

Any transferred employee shall have up to ten (10) work days to request a reconsideration of his/her transfer and reinstatement to another position. Also, the administration may within ten (10) working days reassign a transferred employee.

- D. Employees with system seniority who change job classification shall not accumulate job classification seniority in their new classification during the first forty (40) calendar days of employment in such new job classification, but shall continue to retain their seniority in their former job classification during this period. Upon completion of forty (40) calendar days of employment in their new classification, such employees shall acquire seniority in the new job classification dating from their most recent date of entry into such job classification.
- E. Equal Seniority

A tie in seniority shall occur when two (2) or more members have the same amount of seniority credit as determined by the seniority list.

Ties in seniority shall be broken by the following method to determine the most senior member:

1. System seniority as defined in this Article.
 2. By lottery, with the most senior member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.
- F. In the event an employee moves into a new classification and higher paying schedule, the employee will be placed on the step of the new schedule nearest in amount to his/her former hourly rate but still providing an increase in hourly rate for the employee. Employees transferring into a lower paying classification shall be placed at the same years of experience step on the salary schedule of the lower paying classification as they were on in their former classification at the time of the transfer.

Section 2

- A. It shall be the procedure of the Board to use seniority, previous job performance and job qualification as criteria in filling vacancies, transferring and promotions of personnel. To implement this procedure, the following provisions shall apply:
1. A notice indicating that a permanent job opening in a school or administrative headquarters exists (or is expected to exist if known ahead of the actual vacancy), setting forth the the job classification required, job description, probable starting time and hours to be worked, the location of the school or building involved, shall be posted on the agreed bulletin boards, the e-mail distribution list to all employees, and on the District's website for seven (7) calendar days and a copy of said notice shall be sent to the President of the Union.
 2. Within the seven (7) calendar days of said posting, individuals with required qualifications may apply, in writing, to the Superintendent's designee for transfers.
 3. All employees desiring a posted job must request the job by written bid even though they have on file a permanent request for transfer.
 4. All most recent applications from current employees will be submitted first to the administrator/designee responsible for hiring for said position. The lists of internal and external candidates will be sent to the Union President or his/her designee prior to the lists being sent to the administrator/designee as described in the previous sentence. The administrator/designee will select, from these applications, internal candidates for an initial set of interview(s). If there are no internal candidates selected by the administrator/designee then the list of outside candidates will be submitted to the administrator/designee for review.

B. After the vacancy has been filled by transfer under the above procedure, the Board shall post further job vacancies resulting from such transfer for a period of five (5) calendar days or, while school is not in session, for a period of seven (7) calendar days. Such subsequent vacancies shall be filled as follows:

1. The Board will announce vacancies that have resulted from internal transfers through the process described in section A(1) above.
2. The Board shall fill such subsequent vacancies by considering any bargaining unit employee(s) who has on file an application for transfer to such a position.
3. No successful job bidding applicant under the above procedure may submit a second application for transfer until a lapse of one year, except in the case of bus driver's route changes or except as approved by the Superintendent.
4. The Board will communicate the status of filling vacancies on an ongoing basis through contact with the union president.

Section 3

Nothing in the foregoing procedure for filling job vacancies shall detract from the right of the Board to temporarily fill job vacancies without regard to seniority until such time as a permanent replacement is secured through the application of the appropriate procedure.

Section 4

When new positions are created, the position opening shall be posted by the Superintendent's designee for at least seven (7) calendar days on the agreed bulletin board setting forth a description of the duties, work location and salary range. Employees shall submit their bid to the Superintendent's designee, in writing, within the seven (7) calendar days of said posting.

Section 5

Applicants for a position for which an examination is being given, having qualifications to take the examination, shall be released from school duties to take their examination without loss of pay if such examination is administered during work hours by the Superintendent or his designee.

Section 6

The Board shall provide the President of the Union with written notification of all transfers of bargaining unit personnel. Transfers and filling of positions will be completed as soon as possible.

Section 7

In the food service department a sign-up list will be posted for each extra duty assignment. If more personnel sign than are needed, rotation basis seniority will be used to select personnel to work. However, for banquets, at least one head cook will be assigned first.

Section 8 – Posting Locations

High School:	Cafeteria Custodial Room Main Office
Middle School:	Boiler Room Cafeteria Office
Columbia:	Office
Dan Emmett:	Office
East:	Office
Pleasant Street:	Boiler Room Office
Twin Oak:	Office
Wiggin Street:	Office
Board Office	
Bus Garage	
Union President	

ARTICLE 8 – REDUCTION IN FORCE

Section 1

Whenever it becomes necessary to reduce the number of classified employees in a job classification due to the abolition of a position or layoff for lack of work or lack of funds, the following procedures shall be followed:

- A. Probationary employees will be terminated first.
- B. Regular employees shall be laid off last, beginning with the least senior employee in the classification and continuing in reverse order of seniority.

- C. An employee laid off under the provision of paragraph B has the right to bump the least senior employee in a lower job classification within their same department so long as the employee is more senior and qualified, but said employee then loses the higher status (see Appendix B: Flow Chart). An employee that cannot bump into a lower job classification within the same department may exercise their right to bump into a previously held position or lower job classification within the former department so long as they retain the necessary qualifications for the position and they have more seniority than the (least senior) employee they wish to bump. For example, an employee that held the position of classroom aide for ten (10) years but is currently the least senior custodian (and will be laid off) can bump a classroom aide so long as they retain the necessary qualifications and the (least senior) classroom aide they will bump has ten (10) or less years of classification seniority as a classroom aide. In any similar or like scenario, the time spent outside of the classification of classroom aide does not apply except in the case of a tie breaker (see Article 7, Section 1).
- D. Notice of layoff shall be sent to each affected employee by certified mail or in person no less than ten (10) work days in advance of the effective date of the layoff, and the President of the Union shall also be notified.

Section 2

The following procedures shall be followed regarding recall:

- A. The Superintendent designee shall maintain a layoff list for each job classification available to all employees.
- B. Employees shall maintain recall rights for a period of two (2) years following the date of layoff.
- C. Employees laid off must provide current address to Superintendent's designee during recall period or forfeit recall rights.
- D. Recalls shall be made by first recalling the most senior employee in each job classification and continuing in reverse order of layoff.
- E. Notice of recall shall be sent to a laid off employee by certified mail and such employee shall have ten (10) work days from receipt of such recall notice to accept or reject. Failure to reply constitutes loss of recall rights.
- F. Recalled employees shall retain all previously accumulated seniority, but shall not accumulate seniority or longevity credit while on layoff status.

ARTICLE 9 – LABOR MANAGEMENT COMMITTEE

The Labor Management Committee shall consist of representatives of the Union and the Board of Education. The main function shall be to confer on matters or concerns dealing with the overall operation of the school system in an attempt to ensure a smooth operation of the system.

Representatives will be: from the Union – President and/or two members; from the Board – Superintendent or his designee and/or two other administrators who are supervisors.

Upon request, this committee shall meet monthly to discuss matters of concern. Arrangements and agenda will be agreed to before the meeting. Either party refusing to meet will forfeit its right to confer on said matters.

This committee will issue a joint statement, agreeable to each group, with both groups empowered to act for their respective memberships.

Three (3) representatives of the Association and three (3) representatives of the Board shall meet in an effort to resolve any grey areas in the contract.

Any changes to the contract will be made only if agreed to by both parties.

ARTICLE 10 – EMPLOYMENT

Section 1

All of the provisions of this contract shall supersede and replace civil service and the classified employees of the Board shall no longer be subject to or protected by the civil service laws of the State of Ohio.

Section 2

All new regular employees may be allowed credit for job related experience to a maximum of two (2) years. Evaluation and approval of this credit will be made by the Superintendent or designee and will only be considered at the time of initial employment, promotion or transfer. Any person transferring to another job classification will be placed on the salary schedule at a salary equal to or greater than their present salary.

Section 3

The Superintendent may require the prospective employee to furnish a satisfactory affidavit from a licensed physician certifying mental and physical capacity to perform the tasks set forth in the job description at the prospective employee's expense. And/or the Superintendent may require a corroborative affidavit from a licensed physician of its choosing at the Board's expense.

Section 4

All classified employees shall present to the office of the Superintendent's designee, upon employment, a satisfactory record of a negative tuberculin skin test, except positive reactors who must have a chest x-ray at Board expense if done at a local hospital. Reference A.R. 691.

Section 5

Longevity is calculated only when there is no break in service.

Section 6

Employees will be paid every other Friday. When the pay date falls on legal holiday or during school vacation when Treasurer's Office is closed, employees will be paid on preceding day.

Section 7

Effective with the 2012-2013 school year, current employees that work less than twelve (12) months shall have the option to elect to have their pay split into equal pays throughout the year. Employees hired after the effective date of this Agreement (2012) are mandated to have their pay equally split throughout the year.

Section 8

The Board agrees that the number of part-time employees in the District may not exceed:

1. Fifteen percent (15%) of the total number of employees in the bargaining unit; and
2. The current number of part-time employees in a classification series, or ten percent (10%) of the number of employees in a classification series, whichever is greater.

ARTICLE 11 – DISCIPLINE

Members of the bargaining unit may be terminated, suspended, reprimanded or otherwise disciplined for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, misfeasance, malfeasance, nonfeasance or other just cause. Employees who are terminated shall have the right to appeal through the grievance procedure.

Suspensions of three (3) days or less may be appealed to the Superintendent. Suspensions of more than three (3) days are subject to the grievance procedure.

An employee shall be entitled to be accompanied by a representative of his/her choice at any meeting which could lead to the suspension and/or termination of an employee.

The designated representative of the Board may make all decisions concerning the suspension of an employee. However, all decisions to terminate the employment of an employee must be approved by the Board and the employee will be entitled to meet with the Board in executive session informally prior to the Board vote to terminate the employment of an employee.

This provision does not apply to probationary employees working during their probationary period who may be terminated or suspended at any time and for any reason by the Board or its designee.

Contents of Personnel Files – The official personnel files of all classified staff shall contain, if available, the following items:

- A. Application of employment;
- B. Pre-employment references (confidential and/or non-confidential);
- C. Training and education records;
- D. Copies of salary notices and/or contracts.
- E. Copies of current, applicable certificates and other licenses, which may be required or recommended for position, held;
- F. Copies of evaluations as made by supervisory personnel;
- G. Appropriate letters of commendation or reprimand issued;
- H. Classified staff replies to letters and/or evaluations;
- I. Appropriate medical records;
- J. Appropriate record of outstanding accomplishment of a classified staff in school-related activities;
- K. Appropriate documents as required by specific sections of this contract.

Each classified employee will be made aware of any addition to their personnel file, and will be shown or given a copy of all items, except confidential pre-employment references, as they are added to the file. Failure to make a classified employee aware of such additions to the personnel file may not be asserted by the employee after ninety (90) days following such filing.

Access to the official personnel file shall be available to each classified employee, supervisory personnel, Board members and others as required by the Ohio Revised Code.

Classified employees shall receive oral notification within twenty-four (24) hours of any request for access to their personnel file by any person not an administrator or a Board member. Such oral notification shall be followed by a written confirmation of notification which will include the time, place and date access will be granted, as well as the name of the person requesting access. A reasonable attempt shall be made to schedule the access to such file by any person not an administrator or Board member at a time when the employee may be present.

Classified employees shall have the right to place any items as listed under Contents of Personnel File letters G and J into their personnel file.

Classified employees may dispute the accuracy, relevance, timelines and/or completeness of any information in the personnel file. If any material in the personnel file is found by the Superintendent or his/her designee to be inaccurate, irrelevant, untimely and/or incomplete, such material shall be expunged from the personnel file. The discretion vested in the Superintendent or his/her designee shall not be exercised in an arbitrary or capricious manner.

Classified employees shall have the right to attach a rebuttal to any information in his/her personal file.

This article shall supersede and replace the civil service laws.

ARTICLE 12 – TRANSFERS

Subject to the limitations of the seniority provisions in Article VII, the following sections shall apply:

Section 1

Assignment and reassignment of employees shall be made according to the needs of the school system.

Section 2

Reassignment shall be made to avoid undue hardship wherever possible.

Section 3

Temporary assignments may be made in the event of an emergency and/or the best interest of the school system.

ARTICLE 13 – RESIGNATIONS

Section 1

Employees desiring to resign their positions shall be expected to give at least fifteen (15) calendar days notice. Letters requesting resignation shall be addressed to the Superintendent of Schools for consideration by the Board of Education. Employees giving less than fifteen (15) calendar days written notice shall be in violation of this agreement and shall thereby be considered to have abandoned or terminated their appointment or employment and shall no longer hold such position.

Section 2

Upon separation from employment, a classified school employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation. In case of the death of a classified school employee, such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with Section 2213.04 of the Ohio Revised Code, or to his/her estate.

ARTICLE 14 – VACATIONS

Section 1

All twelve (12) month employees on a full time basis shall be entitled to vacation with pay.

Section 2

After service of one (1) calendar year from hire date with the Board of Education, such employee shall be entitled, during each anniversary year thereafter, while continuing in the employ of such Board of Education, to vacation leave with full pay for ten (10) days, excluding legal holidays.

Section 3

Employees continuing in the service of such Board of Education for ten (10) or more full time service years, based on anniversary date, shall be entitled to vacation leave with full pay for fifteen (15) days, excluding legal holidays.

Section 4

Employees continuing in the service of such Board of Education for twenty (20) or more full time service years, shall be entitled to vacation leave with full pay for twenty (20) days, excluding legal holidays.

Section 5

In the case of death of a classified school employee, the balance of unused vacation leave and prorated portion for the current year shall be paid in accordance with Section 2213.04 of the Revised Code or to the employee's estate.

Section 6

An employee may take any or all of his/her earned vacation time if he/she desires, provided he/she gives thirty (30) days notice to the Superintendent's designee. Vacations shall be scheduled so as not to hamper the efficient and orderly operation of the education program of the school system.

Section 7

All accrued vacation leave in any school year must be used by the employee prior to anniversary date of hire, of the following school year, or the employee shall be paid at his/her hourly wage rate for the unused vacation accumulated by him/her as of that date.

ARTICLE 15 – HOLIDAYS

Section 1

Full-time classified personnel shall have the following paid holidays, if said holiday occurs during their normal work year: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving and Christmas Day and one additional day each year. This day will be decided by Conference Committee.

Section 2

When any of the above listed holidays occur on Saturday and school is not in session on the preceding Friday, or when the holiday occurs on Sunday and school is not in session on the following Monday, then the Friday or Monday shall be considered as the holiday.

Section 3

Employees receive regular pay for holidays and if required to work on a holiday, they receive additional pay equivalent to regular hourly pay. Holiday hours plus any hours actually worked will count towards the forty (40) hour work week when computing overtime.

ARTICLE 16 – SCHOOL CLOSINGS AND DELAYS

Section 1

When the Superintendent of Schools deems it necessary to close all schools in the district because of snow, severe weather or other public calamity (a “calamity day”), all classified personnel will be excused from work with pay except those designated as “Emergency Staff” by the administration. When the Superintendent deems it necessary to delay the start of school for these reasons, all classified personnel will be paid for actual hours worked on those days. The Superintendent will use best efforts to announce closings or delays not later than 5:50 A.M.

“Emergency Staff” will be compensated their regular pay for calamity days plus an amount equal to their regular pay for time worked up to five (5) days per year. The administration will make available lists of Emergency Staff for closings and delays.

Employees who are required to work on a calamity day may elect to take compensatory time in lieu of pay for that day, within a reasonable length of time, and when approved by the immediate supervisor.

Those employees who do not arrive to work at their regularly scheduled time, due to an emergency on a day school has been delayed, shall not be disciplined or paid for that time missed.

Section 2

In the event that the number of calamity days exceeds five (5) in any school year, all classified employees would be paid at normal rate of pay when make up days are worked.

ARTICLE 17 – WORKERS’ COMPENSATION

Section 1

All employees of the Board of Education are protected under the State Workers’ Compensation Act of Ohio in cases of injury or death incurred in the course of and arising out of their employment. An employee’s application for this compensation should be filed by the attending physician within thirty (30) days after the injury.

Section 2

In the event of injury or death, the employee or his/her dependents may be entitled to compensation for medical, nurse, hospital and other services as may be authorized by law and approved by the Industrial Commission.

Section 3

In the event an employee is injured while on the job and is entitled to Workers' Compensation benefits, the employee may elect to receive temporary total compensation payable under the Workers' Compensation law prior to exhausting his/her accumulated sick leave or accrued vacation benefits.

Section 4

Any employee being injured while on the job must complete the Board's Employee Accident Report. A copy of this report must be sent to the Office of the Superintendent's designee or the Office of the Treasurer within seven (7) work days of injury.

ARTICLE 18 – MONETARY SETTLEMENT

Section 1

1. The wages reflected in Section 2, of this Article shall be for the duration of this Agreement. For the 2012-13 school year, steps and longevity shall be frozen, and the frozen year shall not be restored in the future.
2. Effective July 1, 2012, Bargaining Unit (BU) employees shall pay fifteen percent (15%) of the monthly premium for single or family coverage, and the Board shall pay eighty-five percent (85%) of the premium. For the period December 1, 2012, through June 30, 2013, the BU employee shall pay 18.6% of the monthly premium for single or family coverage, and the Board shall pay 81.4%. The Board will pay eighty-five percent (85%) of dental insurance coverage, and the employee will pay fifteen percent (15%) of such coverage. The Board shall implement a Section 125-A plan to enable employees to pay for their insurance premium contributions with pre-tax dollars.

A BU employee may elect to contribute up to the federal limit in pre-tax dollars annually to a Health Care Flexible Spending Account. The Board shall assume the cost of any administrative fees.

3. No additional custodial/maintenance employee will be paid additionally for obtaining a boiler operator's license unless requested to do so and approved to do so by the Superintendent or designee. Current boiler license holders who are being paid premium pay for said license shall continue to be paid on the license level of the salary schedule.
4. The Board shall every four years pay the cost for the issuance of the re-certification of an aide. This cost shall not include any additional training which the aide is required to acquire in order to be certified.
5. Classified employees called in by the administration or as approved by the administration for emergencies will be paid for a minimum of 2 hours for each call in. If the time worked on a call in exceeds 2 hours, the employee will be paid for the actual time worked.

6. Any employee enrolled in direct deposit as of July 1, 2008, shall be required to maintain such enrollment. All new employees after that date will be required to use direct electronic deposit of pay. Effective January 1, 2009, employees who use direct deposit will be able to access their deposit slip online. A paper deposit slip will no longer be provided to those employees except for employees who request to maintain a paper deposit slip not later than January 1, 2009.

7. The District will reimburse classified employees for the cost of fingerprinting and background checks required by law.

8. Healthcare Flexible Spending Program.

The open enrollment period for new enrollees for a Flexible Spending Account (provided as a service by American Fidelity is August 15 through September 15 of each year of the contract. The plan is effective October 1 through September 30 of the plan year. Monies contributed to an FSA are pre-tax dollars from an employee's pay check and can be used for eligible expenses not covered by other insurance or medical, dental, prescription drug, or vision plan.

9. American United Life Insurance Company's Group Voluntary Term Life and AD&D Insurance Coverage for Eligible Employees

The open enrollment period for new enrollees for AUL's voluntary term life and AD&D insurance coverage for eligible employees (a full-time employee legally authorized to work and reside in the United States-you must work 20 or more hours per week and cannot be considered a part-time, temporary or seasonal employee) is August 15 through September 15 of each year of the contract. The plan is effective October 1 through September 30 of the plan year.

Eligibility and other questions may be addressed by calling American Fidelity.

10. The maintenance workers, utility worker, transportation secretary, security officer, media technician, head computer technician, and computer technicians will receive a twenty (20) dollars a month cell phone allowance during the employee's work calendar.

11. A new employee must have been employed by the Board of Education by January 1 to qualify for advancement to the next step on the salary schedule the following July 1, or sooner date, of salary change. Longevity and seniority benefits will be calculated on the original date of employment by the Board of Education.

Section 2 – Salary Schedules

**Aides – Classroom,
Computer Lab, Special
Education, Health, and
Library**

<u>Step</u>	<u>Hourly Wage 2012-2013</u>
0	\$11.59
1	\$11.94
2	\$12.23
3	\$12.50
4	\$12.83
5	\$13.14
6	\$13.49
7	\$13.77
8	\$13.92
9	\$14.34
10	\$14.54
11	\$14.76
12	\$14.98

Computer Technician Aide

<u>Step</u>	<u>Hourly Wage 2012-2013</u>
0	\$14.12
1	\$14.53
2	\$14.95
3	\$15.36
4	\$15.81
5	\$16.04
6	\$16.28
7	\$16.53
8	\$16.78

Longevity

After ten (10) years the longevity payment shall be at the rate of 33 cents per hour.

After fifteen (15) years the longevity payment shall be an extra 23 cents per hour.

After twenty five (25) years the longevity payment shall be an extra 43 cents per hour.

Bus Driver I

<u>Step</u>	<u>Hourly Wage</u> <u>2012-2013</u>
0	\$12.68
1	\$14.06
2	\$14.40
3	\$14.71
4	\$15.07
5	\$15.36
6	\$15.69
7	\$15.95
8	\$16.11
9	\$16.35
10	\$16.59
11	\$16.84
12	\$17.09

Bus Driver II

<u>Step</u>	<u>Hourly Wage</u> <u>2012-2013</u>
0	\$13.00
1	\$14.40
2	\$14.71
3	\$15.07
4	\$15.35
5	\$15.69
6	\$15.95
7	\$16.30
8	\$16.46
9	\$16.70
10	\$16.95
11	\$17.21
12	\$17.47

Longevity

After ten (10) years the longevity payment shall be at the rate of 33 cents per hour.

After fifteen (15) years the longevity payment shall be an extra 23 cents per hour.

After twenty five (25) years the longevity payment shall be an extra 43 cents per hour.

Head Cook – First Salary Tier

<u>Step</u>	<u>Hourly Wage</u> <u>2012-2013</u>
0	\$11.94
1	\$12.23
2	\$12.50
3	\$12.83
4	\$13.14
5	\$13.49
6	\$13.75
7	\$14.06
8	\$14.20
9	\$14.43
10	\$14.64
11	\$14.85
12	\$15.07

Cook – First Salary Tier

<u>Step</u>	<u>Hourly Wage</u> <u>2012-2013</u>
0	\$11.59
1	\$11.94
2	\$12.23
3	\$12.50
4	\$12.83
5	\$13.14
6	\$13.49
7	\$13.75
8	\$13.89
9	\$14.11
10	\$14.33
11	\$14.54
12	\$14.76

Cook – Second Salary Tier

<u>Step</u>	<u>Hourly Wage</u> <u>2012-2013</u>
0	\$9.67
1	\$10.03
2	\$10.33
3	\$10.64
4	\$10.98
5	\$11.31
6	\$11.67
7	\$11.94
8	\$12.10
9	\$12.29
10	\$12.47
11	\$12.66

Satellite cooks will receive an additional 15 cents per hour.
Head cooks will receive an additional 15 cents per hour.

Longevity

After ten (10) years the longevity payment shall be at the rate of 33 cents per hour.

After fifteen (15) years the longevity payment shall be an extra 23 cents per hour.

After twenty five (25) years the longevity payment shall be an extra 43 cents per hour.

Custodial and Security Guard

Step	Hourly Wage	Hourly Wage (With Boiler's License)
	2012-2013	2012-2013
0	\$13.14	\$14.45
1	\$13.49	\$14.79
2	\$13.75	\$15.09
3	\$14.06	\$15.40
4	\$14.40	\$15.75
5	\$14.71	\$16.02
6	\$15.07	\$16.35
7	\$15.36	\$16.69
8	\$15.53	\$16.84
9	\$15.76	\$17.09
10	\$15.99	\$17.35
11	\$16.22	\$17.60
12	\$16.46	\$17.86

Other Conditions

The Custodians in each of the elementary buildings acting in the capacity of Head Custodian and having full responsibility for the building, shall be paid and additional 25 cents per hour.

The Head Custodians at the High School and Middle School shall each receive an additional 45 cents per hour and the Assistant Custodian at the High School shall receive an additional 30 cents per hour.

Custodians working on the 3-11 shift shall receive an additional 13 cents per hour while working on that shift.

Custodians working on the 11-7 shift shall receive an additional 18 cents per hour while working on that shift.

After ten (10) years the longevity payment shall be at the rate of 33 cents per hour.

Longevity

After fifteen (15) years the longevity payment shall be an extra 23 cents per hour.

After twenty five (25) years the longevity payment shall be an extra 43 cents per hour.

Maintenance

<u>Step</u>	<u>Hourly Wage</u>	<u>Hourly Wage</u>
	<u>2012-2013</u>	<u>(With Boiler's License)</u> <u>2012-2013</u>
0	\$15.36	\$16.69
1	\$15.69	\$17.03
2	\$15.95	\$17.26
3	\$16.30	\$17.59
4	\$16.66	\$17.97
5	\$16.88	\$18.19
6	\$17.22	\$18.53
7	\$17.53	\$18.83
8	\$17.69	\$18.98
9	\$17.95	\$19.26
10	\$18.22	\$19.55
11	\$18.50	\$19.84
12	\$18.78	\$20.14

Mechanic

<u>Step</u>	<u>Hourly Wage</u>
	<u>2012-2013</u> <u>Mechanic</u>
0	\$15.95
1	\$16.30
2	\$16.66
3	\$16.88
4	\$17.22
5	\$17.53
6	\$17.80
7	\$18.13
8	\$18.28
9	\$18.55
10	\$18.83
11	\$19.11
12	\$19.40

Longevity

After ten (10) years the longevity payment shall be at the rate of 33 cents per hour.

After fifteen (15) years the longevity payment shall be an extra 23 cents per hour.

After twenty five (25) years the longevity payment shall be an extra 43 cents per hour.

Secretary

<u>Step</u>	<u>Hourly Wage</u> <u>2012-2013</u>
0	\$12.24
1	\$12.51
2	\$12.80
3	\$13.13
4	\$13.44
5	\$13.79
6	\$14.04
7	\$14.38
8	\$14.70
9	\$14.85
10	\$15.08
11	\$15.30
12	\$15.52
13	\$15.75

Effective July 1, 1993, all secretaries newly hired will be placed at the Secretary I level. All transfers granted of Secretary I positions to previously Secretary II or III positions will be transferred as Secretary I, effective July 1993.

9½ Month Secretaries may be requested to work up to 5 paid non-contracted days at their regular rate for data accountability for year end state reporting. These are non-mandatory days.

Longevity

After ten (10) years the longevity payment shall be at the rate of 33 cents per hour.

After fifteen (15) years the longevity payment shall be an extra 23 cents per hour.

After twenty five (25) years the longevity payment shall be an extra 43 cents per hour.

MVAP Assistant Monitor

Hourly Wage 2012-2013

\$20.39

Secretary/Director of

Student Services

<u>Step</u>	<u>Hourly Wage</u> <u>2012-2013</u>
0	\$16.05

Treasurer's Clerks

<u>Step</u>	<u>Hourly Wage</u> <u>2012-2013</u>
0	\$16.05

Computer Technicians

<u>Step</u>	<u>Hourly Wage</u> <u>2012-2013</u>
0	\$17.24
1	\$18.06
2	\$18.91
3	\$19.80
4	\$20.74
5	\$21.71
6	\$22.04
7	\$22.37
8	\$22.71

Head Computer Technician
Hourly Wage 2012-2013
\$23.21

Utility Worker

<u>Step</u>	<u>Hourly Wage</u> <u>2012-2013</u>
0	\$13.77
1	\$14.11
2	\$14.42
3	\$14.71
4	\$15.04
5	\$15.34
6	\$15.68
7	\$16.02
8	\$16.17
9	\$16.41
10	\$16.66
11	\$16.91

Longevity

After ten (10) years the longevity payment shall be at the rate of 33 cents per hour.

After fifteen (15) years the longevity payment shall be an extra 23 cents per hour.

After twenty five (25) years the longevity payment shall be an extra 43 cents per hour.

ARTICLE 19 – S.E.R.S. PICK-UP

The Board of Education will pick up (assume and pay) the employee's share of contributions to the School Employees Retirement System of those employees represented by the Union on the following terms and conditions:

- A. The amount to be picked up and paid on behalf of each employee shall be equal to the amount as determined by S.E.R.S.
- B. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
- C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- D. The pick-up shall be effective July 1, 1984, and shall apply to all earned compensation including supplemental earnings thereafter.
- E. For Internal Revenue purposes the W-2 form for each individual shall reflect the actual amount as indicated on the negotiated salary schedule minus the S.E.R.S. pick-up.
- F. The negotiated salary schedule amount for each individual shall be utilized for all other calculations for the purpose of compensation such as, but not limited to, unemployment compensation, sick leave, workers' compensation and severance pay.

ARTICLE 20 – LEAVES

Section 1 – Personal Leave

- A. The Superintendent designee Administration shall approve all requests for personal leave. Written requests shall be filed with the Business Office at least one (1) week prior to the intended day of use. In an emergency, this advance notice requirement may be waived.
- B. Classified employees may be granted up to three (3) days of unrestricted personal leave with the following exceptions:
 - 1. No personal leave may be taken to earn additional compensation.
 - 2. No personal leave may be granted to secure other employment.
 - 3. No more than 10% of the people in a classification of 20 or more employees may be on personal leave on the same day.
- C. Less than 12 month employees may use up to two (2) of their personal days on unpaid days with no restrictions.

- D. Twelve month employees who are employed for the full contract year, who miss 5 or less days, whether paid or unpaid days, will be paid 3 days per diem at the end of the contract year; less than 12 month employees, who are employed for the full contract year, who miss 4 or less days, whether paid or unpaid days, will be paid 3 days per diem at the end of the contract year. Professional Leave, jury duty leave, and earned Vacation Leave shall not count as days missed under this clause.
- E. At the end of the school year, twelve month employees may convert up to 2 unused personal leave days into sick leave days and less than twelve month employees may convert 1 unused personal leave day into a sick leave day.

Section 2 – Meetings, Inservice Education

- A. All those regularly employed employees shall be permitted to attend the Annual District Meeting without loss of pay, provided that it is part of a total school calendar adopted by the Board on an annual basis.
- B. Four (4) delegates from the local organization approved as the exclusive bargaining agent shall be permitted to attend the annual OAPSE Conference without loss of pay as approved by the Superintendent or designee. Expenses will be borne by the approved organization recognized as the exclusive bargaining agent.
- C. Employees shall be encouraged to attend seminars, training sessions and such inservice programs which will enhance their productivity and value to the school system. When approved in advance by the Superintendent or designee, such attendance shall be without loss of pay and with reasonable expenses approved by the Board of Education.
- D. All leaves under this section must be with prior written request and approval from the Superintendent or designee, dependent on the needs of the school system and its efficient operation. However, in the case of Section 2(B), such leave cannot be denied.
- E. OAPSE and the Administration will develop a panel consisting of OAPSE Representatives and the District's Superintendent and the Treasurer with the specific task to review and evaluate requests regarding cost beneficial programs to the District.

Section 3 – Sick Leave

- A. The following regulations are adopted for the Mount Vernon City Schools regarding:
 - 1. Personal illness
 - 2. Injury
 - 3. Quarantine

4. Illness, injury or death in the immediate family. Immediate family means spouse, children, father, mother, brother, sister, aunt, uncle, niece, nephew, grandparents, and grandchildren, those who are the same relation to the employee's spouse as stated above, children in law, siblings in law, and members of the immediate household or persons who have assumed a similar legal relationship to the employee. Leaves under this subsection 3(A)(4) shall be limited to three (3) days except as approved by the administration.

5. Pregnancy

B. Each full-time employee of the Mount Vernon City School District Board of Education shall be entitled to fifteen (15) days of sick leave with pay for each year of service which shall be credited at the rate of one and one-fourth (1- $\frac{1}{4}$) days per month.

C. Employees who render part-time hourly service on a regular basis shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.

D. In cases where employees are absent for more than three (3) consecutive days or a pattern of absence is noted, the Board may require the employee to furnish a written statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and dates when he was consulted. The Board of Education may require a certificate from a licensed physician stating that the employee is able to resume full and regular school duties.

E. Unused sick leave may be accumulated to two hundred twenty-four (224) work days.

F. New employees, who present a properly certified statement of unused sick leave days from another school district or other public employer in Ohio, shall be credited fully with this number of days, up to the maximums allowed in this agreement immediately upon entering service in the Mount Vernon City Schools.

G. An employee may use a part or all of the cumulative leave before two hundred and twenty-four (224) days have been accumulated. After any period of approved absence, the leave can again build up to the maximum of two hundred and twenty-four (224) days by regular attendance. No one can be absent from work for more than the accumulated sick leave without loss of pay for the excess time.

H. Quarantine – Full salary will be paid for absence due to quarantine of employee's residence, provided that the employee has accumulated credit. These days shall be deducted from any accumulated sick leave due the employee.

I. Holidays – Legal school holidays approved by the Board in the school calendar shall not be charged against sick leave.

J. Sick Leave Advancement – Five (5) days sick leave shall be advanced any employee in the school system each year, if employee has exhausted his/her sick leave.

Section 4

The Board of Education will grant leave of absence only under the provision of 3319.13, Ohio Revised Code, dealing with illness or disability, and 3319.085, Revised Code, dealing with military leave, or with the approval of the Superintendent or designee up to one week related to the military deployment of a child or spouse of the employee to a combat zone. These leaves will be without pay and all fringe benefits will be at the expense of the individual. Payment for insurance must be to the Treasurer by the first day of each month (i.e. payment on March 1 would be for April coverage), or coverage will lapse.

Section 5

Any classified employees called for jury duty will be paid only the difference between the jury pay and regular pay. It shall be the responsibility of each individual to report such payment to the office of the Treasurer.

Section 6 – Assault Leave

Pursuant to Section 3319.143 of the Ohio Revised Code, a member of the bargaining unit who is physically disabled as a result of physical assault on him/her while the member was performing duties required by his/her contract with the Board and which occurred on school premises or during a school sponsored function shall be entitled to assault leave. This leave shall not be available to an employee who willfully physically assaults another person. If the Superintendent refuses the leave, the employee may take it directly to grievance at the arbitration level.

When such assault leave results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of 20 school days per member per school year. This may be extended by the Board of Education. It is understood that in addition, an employee may use sick leave after exhausting assault leave or apply for workers' compensation. Finally, if eligible, an employee may apply for disability retirement.

Medical verification shall be furnished to the personnel office for all assault leave requests of more than one day. The Board shall have the right to require a medical examination by a physician acceptable to both parties after the member has been absent for three school days. In such event, the Board shall pay the full cost of the examination.

ARTICLE 21 – SUMMER EXTRA WORK

Summer extra work positions shall be posted and classified personnel will be given equal consideration based on their skills and needs of the school system.

ARTICLE 22 – MILEAGE

Mileage will be paid to those classified employees who receive approval for mileage reimbursement. Mileage shall be at the IRS approved rate in effect on January 1 and shall be paid at that rate for the next twelve (12) months.

ARTICLE 23 – SUBCONTRACTING OF BARGAINING UNIT WORK

Bargaining unit positions shall not be eliminated because of the subcontracting of work. This Article shall not be interpreted as creating any right on the part of bargaining unit employees to overtime work.

ARTICLE 24 – TRANSPORTATION

Bus Driver Route Bidding

Prior to the start of the school year and for the purposes of route bidding, routes will be identified by the Transportation Supervisor with the estimated route time for each route. All bus routes will be posted for bid in the transportation department on the second Monday of August between 9:00 a.m. and 12:00 p.m. The supervisor will be on hand during route bidding to answer any questions. If the bid meeting does not take place or is rescheduled to take place on a date other than the second Monday of August, all of the transportation employees shall receive one (1) hour of pay at their regular hourly rate. However, the parties may mutually agree to move the meeting and, therefore, the one (1) hour of pay would be waived.

Bidding shall be done on a seniority basis with the most senior employee picking the bus route he/she desires first and with routes being selected thereafter on a seniority basis until all routes have been assigned.

Routes which become vacant during the year shall be filled for the remainder of the year by the Transportation Coordinator at his/her discretion until the end of that year.

One hour will be added to the established length of the regular runs for the performance of duties such as, but not limited to, those set forth below:

1. Mandatory meetings
2. Check/fill fluids
3. Wash buses
4. Windows (in and out)
5. Vomit (cleaning)
6. K-3 training
7. Fuel Buses
8. Sweep after each route
9. Not paid for breakdown
10. Fill out pre-trip sheet
11. Meet with supervisor or route/road problem

12. Warm up buses 10 minutes and, when temperature is 45 degrees or less, an additional 10 minutes at the driver's option
13. Prep seats to clean
14. End of year cleaning
15. Write up discipline sheets – meet with principal
16. Meet with Principal

Bus Driver Training

The Board will pay the cost of the classroom fee for bus drivers to obtain the required certification to drive buses for the Mount Vernon Schools and pay the drivers the sum of \$150.00 for attending said classes. All new or recalled (in accordance with Article 8 of this Agreement) drivers are required to obtain 'advanced training' and become Bus Driver II's within one year of their date of hire or date of recall. Failure to comply could result in termination.

Extracurricular and Field Trips

Bus Driver Trip Rate: (\$13.00)

Bus Drivers on overnight field trips will be required to stay with the sponsoring group and will only be reimbursed at that accommodation's room rate, unless pre-approved by the Transportation Supervisor and \$30.00 a day for meals. In order to receive payment, the driver must submit receipts for reimbursement.

All trips of two (2) hours or more in length shall be posted. In addition, extra trips occurring during the week (Monday through Friday) and exceeding four (4) hours in length, shall have thirty (30) additional minutes added to the length of the field trip at the field trip rate.

If extra-curricular trips occur on a Saturday or Sunday, one-half hour at the field trip rate will be added to the length of the trip regardless of the length of the trip.

Trips for the next week will be posted the Friday before and the person at the top of the list shall have the first pick of the posted trips with the remaining persons on the list picking on a rotating basis until the trips have been assigned. Drivers must elect their trips by 10:00 a.m. the following Monday or go the bottom of the extra-curricular field trip list. Drivers will not be eligible to accept extra-curricular field trip assignments if the extra-curricular field trip assignment interferes with the driver's regular route responsibilities and /or regular route duties.

When a driver is unavailable or refuses the opportunity to take a field trip, he/she shall be moved to the bottom of the rotating list. In the event of an emergency, field trips may be assigned by the Transportation Supervisor at his/her sole discretion.

In addition, if a driver is involuntarily assigned by the Transportation Supervisor for an extra trip and taken off his/her regular run, the driver will receive his/her regular hourly rate while driving the field trip involuntarily assigned to him/her.

Further, it is understood that if outside groups such as the boosters wish to provide alternative transportation at their expense and do not wish to use school transportation, they may do so with the Board's consent. By way of example, if the boosters wish to transport the baseball team in a private coach, it may do so without violating this contract.

Idling Time

As required by law, idling time at occupied school buildings may not exceed 5 minutes.

Physical

All bus drivers are required to have a yearly physical. The Board will pay up to the rate charged by the carrier that is used by the Board of Education per physical by a physician of the driver's choice. At the option of the Board, the Board can provide a physician at Board cost to do the bus driver physicals. All physicals are to be completed during the month of June, as directed by the Transportation Supervisor.

The Board of Education will pay for the required bus driver's abstract, plus one (1) additional abstract upon driver's request to secure a license renewal. The driver will be responsible for completing requisition form.

Licensing

The Board of Education agrees to pay the current rate, per driver for cost incurred in securing a Commercial Driver License renewal. If a driver must take a skill test as a result of a citation issued on a bad weather day, the driver may request a hearing/ruling by the Superintendent's designee and Principal appointed by the Superintendent to review the circumstances and if the driver is found not at fault, the Board will then pay the cost involved in taking the skill test portion of C.D.L.

The Board of Education will provide, at its expense, a bus for any employee needing to take the skill portion of C.D.L. or send a licensed driver with any new employee required to take the test.

Breakdowns

Bus drivers shall be paid their regular hourly rate for breakdown time spent on the bus. Such breakdown time shall include no fault accidents, mechanical breakdowns, obviously not caused by driver, failure to do pre-driving check and bus being stuck due to weather conditions, not driver error, as determined by Supervisor of Transportation/Superintendent designee and Mechanic.

ARTICLE 25 – FAMILY/MEDICAL/CHILD CARE LEAVE

Upon written notice to the Superintendent, an employee shall be granted childcare leave of absence without pay. If the date the leave is to begin is prior to January, the leave granted shall be for the remainder of the employee's work year unless any earlier return date is mutually agreed to at the time the leave is approved. If the date the leave is to begin is after January 1, the leave may be for the remainder of the current school year and at the employee's option for all of the succeeding year or an earlier time mutually agreed at the time the leave is approved.

In addition, an employee may utilize up to twelve (12) weeks of unpaid leave for the illness of the employee's spouse, parent or child with a serious health condition. Any sick leave utilized for an illness for one of the above will be deducted from the twelve (12) weeks granted in this provision.

If an employee on a leave of absence wishes to purchase retirement credit for the period of time he/she is on this unpaid leave, he/she shall pay his/her portion of the retirement contribution as well as the Board's portion of the retirement contribution.

While on leave, the employee may continue all insurance benefits provided he/she pays to Benefit Services each month in advance the full amount of the premium for the insurance he/she wishes to maintain.

ARTICLE 26 – OVERTIME

Employees required to work more than forty (40) hours in a work week (Sunday through Saturday) shall be paid one and one-half (1-½) times their hourly rate for hours worked over forty (40).

Time on sick leave, personal leave, vacation, or any unpaid leave day shall not count as time worked for overtime purposes. Holidays, calamity day(s), and professional development, excluding association leave shall count as time worked for overtime purposes.

ARTICLE 27 – CAFETERIA

Food service workers will be paid an additional \$1.00 an hour when working banquets.

ARTICLE 28 – RETIREMENT PAY

An employee may apply in writing to the Treasurer for a retirement payment under any of the following circumstances:

- A. If he/she entered the SERS Retirement Program within 90 calendar days of his/her effective date of retirement from the Mount Vernon School District.

- B. If a member dies while in active service with the School District, the eligible (for SERS retirement benefits) survivor may follow procedures below and qualify for the spouse's retirement payment.

The following constitutes the basis upon which payment will be made:

1. The maximum payment under this section shall not exceed one quarter of the employee's accumulated but unused sick leave to a maximum of fifty-six (56) days for each year of this Agreement.
2. Payment shall be based on the per diem rate of the employee's pay at the time of retirement.
3. Payment on the above basis shall eliminate all sick leave credit accrued by the employee at that time.
4. Such payment shall be made only once to an employee.
5. Such payment shall be made no later than 60 calendar days after the employee submits evidence of entering the SERS Retirement Program.
6. The Board will provide an application for retirement pay to the employee following Board action on the retirement. The employee must submit the application within 60 days of receipt or shall lose the right to severance pay under this provision.

ARTICLE 29 – ENTIRE AGREEMENT

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter which could have been collectively bargained but which was not included in this Agreement.

ARTICLE 30 – LENGTH OF CONTRACT

This contract shall become effective July 1, 2012, and expire on June 30, 2013.

FOR THE BOARD:

Margie Bennett
Board of Education President

Sept J. [Signature]
Superintendent

Judy Stahl-Reynolds
Treasurer

FOR THE UNION:

Cliff Walls
President

Michael P. Long
Vice President

James R. Galligan Jr.
OAPSE Field Representative

ARTICLE 31 – HEALTH AND SAFETY

Employees will promptly report safety and health problems to their supervisor and the Superintendent designee personnel.

The designee and a union representative, shall meet with the employee and investigate the matter. It is both parties duty to maintain a safe and healthy work place. If the employee is not satisfied with the resolution, the employee may exercise all legal rights available to him/her.

ARTICLE 32 – PEOPLE DEDUCTION (P.E.O.P.L.E.)

The Board agrees to deduct from the wages of any employee who authorizes it a people deduction as provided on a written authorization form. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 33 – CALLING OF SUBSTITUTES

The Board will be responsible for obtaining substitutes in the following classifications:

- Aides
- Custodians
- Secretaries

ARTICLE 34 – SICK LEAVE BANK

The Board and the Union hereby agree to establish a Sick Leave Bank, for the purpose of donating sick days to employees, on the following basis:

- A. An enrollment period shall be established between October 15 and December 1 for each current member of the bargaining unit to voluntarily donate unused sick leave days to a Sick Leave Bank (the "Bank"). New employees may voluntarily donate one (1) unused sick leave day to the sick leave bank at the time of employment. If an employee is on sick leave bank during the enrollment period, after returning to work, the employee must donate a sick leave day as soon as the sick leave has accumulated in order to remain a member of the Bank. Employees must donate one contracted (1) day period year (regardless of hours worked) to be member of the Bank. In order to be established, the Bank shall have not less than two hundred and forty (240) hours as certified by the Association. If the number of hours in the Bank falls below five hundred (500) hours, the Association may call for an emergency drive to replenish the Bank. The Bank shall not exceed a maximum of three thousand five hundred (3,500) hours. An employee who retires or resigns may donate up to fifteen (15) days (number of employee's contract hours per day) to the Bank.
- B. A committee comprised of the Board Treasurer or his/her designee, the President of the Union, or his/her designee, and two (2) bargaining unit members chosen by the Union President shall administer the Bank. The Committee shall develop the approved form and shall approve applications at its discretion.
- C. Bargaining unit members who have exhausted all of their sick leave accumulation, personal days, vacation days, five (5) advanced sick days and who have developed a serious illness or injury, may request sick leave days from the Bank. Approved bargaining unit members may be granted up to a maximum of twenty (20) days from the Bank in any one (1) school year. The members shall be required to provide documentation to the Committee. In no case shall the Bank prevent or prolong a bargaining unit member from applying for and going on disability retirement. Further requests for use of the sick leave bank will be by an individual membership drive that shall be voted on by the Sick Leave Bank Committee (see Section 6 of this Article).
- D. An employee who has been granted sick leave bank days, upon return to work, must pay back to the Board the five (5) advanced sick days.
- E. The Sick Leave Bank shall not be used as a means for increasing retirement compensation and/or severance pay.
- F. After exhausting the twenty (20) days available to an employee from the Sick Leave Bank, an individual drive may be called by the Association. Upon approval by the Sick Leave Bank Committee, an employee who has developed a serious illness or injury may, upon request, be granted up to sixty-five (65) days donated as a result of an individual drive. If the Sick Leave Bank Committee determines that an employee is suffering from a terminal illness, the employee may be awarded an unlimited number of days donated as a result of an individual drive.

ARTICLE 35 -- WAIVER DAYS

During waiver days when school is not in session, members of the bargaining unit shall be paid for those days and may be scheduled for in-service time and/or work for those days. On in-service days, employees shall not be eligible to use personal leave.

ARTICLE 36 -- TITLE I AIDE POSITION

The Board agrees that the Title I Aide position that was reduced from full-time to part-time in 2012 will be restored to a full-time position when the position becomes vacant in the future, if funds are available in the Title I grant.

Secretaries		
Secretary/Student Services-Clerk/Treasurer		
↓		
Secretary	8 hrs	12 mos
↓		
Secretary	7 hrs	9.5 mos
↓		
Secretary	7 hrs	9 mos
↓		
Secretary	4 hrs	9 mos

Cooks			
Head Cook	Tier I	7 hrs	9 mos
↓			
Head Cook	Tier II	7 hrs	9 mos
↓			
Cook	Tier I	7 hrs	9 mos
↓			
Cook	Tier II	7 hrs	9 mos
↓			
Cook	Tier II	4.5 hrs	9 mos

Aides			
Library Aides	Computer Tech Aides		
7 hrs	9 mos	8 hrs	9 mos
↓			
Library Aides		6 hrs	9 mos
↓			
Computer Lab		7 hrs	9 mos
↓			
Health Aides		7 hrs	9 mos
↓			
Classroom Aides		7 hrs	9 mos

Custodians	
Head Custodian	HS & MS
↓	
Asst. Head Custodian	HS
↓	
Head Custodian	Elementary
↓	
Custodians	

Other		
Computer Technician	8 hrs	12 mos
Security Guard	8 hrs	9 mos
MVAP Assist Monitor	7 hrs	9 mos

Mechanic/Maintenance/Utility Worker/Bus Driver					
	Mechanic (CDL)	8 hrs	12 mos	Mechanic (CDL)	8 hrs 12 mos
	↓				
	Utility Worker (CDL)				
	↓				
	Bus Driver II				
	↓				
	Bus Driver I				