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**ARTICLE 1**  
Preamble

This Agreement is entered into by and between the Board of Education of the Medina City School District, hereinafter referred to as the “Board”, and the Ohio Association of Public School Employees, OAPSE/AFSCME Local 4, AFL-CIO and Local #305, hereinafter referred to as the “Union”.

**ARTICLE 2**  
Recognition

- 2.01 The Board recognizes the Union as the sole and exclusive bargaining representative for all regular employees in the job classifications, and positions within such classifications, identified in Article 12, Section 12.02 of this Agreement.
- 2.02 The Superintendent, Superintendent’s Secretary, Treasurer, Treasurer’s Secretary, Director of Business Affairs, Director of Business Affairs’ Secretary, licensed/ certificated personnel, substitutes, Building and Grounds Manager, Food Service Manager, Transportation Manager, and all other Board office administrators are excluded from the bargaining unit.
- 2.03 If the Board creates any new job classification, or new position within any classification, which is similar to classifications within the bargaining unit, such new classification or position shall become a part of the bargaining unit and will be covered by the provisions of this Agreement. Any dispute over whether a new classification or position should be included in the bargaining unit will be resolved utilizing State Employment Relations Board processes. The Board shall notify the Union in writing when a new classification or position is created or when the job responsibilities of an existing classification or position are significantly changed. Within ten (10) work days of such notice the parties shall bargain concerning the appropriate rate of pay and rights for the classification or position. The Board may implement a proposed rate pending such negotiations, but if such bargaining yields a higher rate it will be paid from the date of the employee’s entry into the classification or position. A revised copy of a job description shall be sent to the Union President at least three (3) work days prior to the effective date of the new job.
- 2.04 This Agreement shall bind and inure to the benefit of the parties and their successors and assignees.

**ARTICLE 3**  
Individual Rights

- 3.01 The parties agree to work together to prevent any discrimination as to race, creed, color, national origin or ancestry, age, disability, or sex in hiring practices and assignment to jobs and selection for upgrading. Individuals have the right to

join or not to join the Union.

- 3.02 A. Each employee shall have one (1) permanent personnel file which shall be kept at the Board Office. This provision does not preclude a Supervisor's maintenance of day-to-day notes and copies of documents with respect to an employee over whom he/she has supervisory authority or the maintenance of payroll-related records in the Treasurer's office.
- B. Employees will have the right, upon request, to review the contents of their personnel file and to receive a copy of any documents contained therein at a cost of five cents (0.05) per page. The employee will be entitled to have a representative of the Union accompany him/her during such review. Once every three hundred sixty five (365) days an employee will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. The documents will be reviewed by an appropriate member of the administrative staff and, if he/she agrees, they will be destroyed.
- C. An employee may, within twenty (20) work days of first learning of the presence of a particular document in his/her file, attach a rebuttal to the document which will thereafter be maintained as part of the file.

If a public records request is made to review an employee's personnel file under O.R.C. Section 149.43, the Board will reasonably attempt to notify the employee of that fact prior to disclosure; if such attempt does not succeed, the employee will be notified in writing that the request was made.

- 3.03 A disciplinary or other document in an employee's personnel file that reflects adversely on the employee will, upon the written request of the employee, be expunged at the end of five (5) years if no similar circumstance has recurred. This Section does not apply to disciplinary suspensions or to any document that reflects insubordinate behavior on the part of the employee or the inappropriate treatment of, or interactions with, students, other children, or other employees.
- 3.04 No employee shall be required to dispense any medication. However, employees may volunteer to administer medication and/or first aid to students (1) if contracted medical professionals are not available, and (2) if they received proper training that has been certified/verified as required. Volunteers will be held harmless from liability in the performance of any medically related responsibility. It is mutually agreed that no employee will be coerced or pressured to volunteer; nor will any employee be adversely evaluated because of his/her failure to volunteer.
- 3.05 Any person who aids or transports special education children shall be offered paid training with respect to the special educational needs of the child with a disability.

3.06 Provisions of O.R.C. Section 124.57(political activity prohibited) shall not apply to the bargaining unit.

**ARTICLE 4**  
Union Rights and Privileges

4.01 Access to Buildings

Representatives of the Union will have access to all school buildings and to all bargaining unit employees, provided that the exercise of this right does not interfere with the educational program.

4.02 Board Minutes

The Union President will be provided by e-mail with one (1) copy of minutes of official meetings of the Board and all other documents related to bargaining unit personnel which are distributed to Board members at official meetings within two (2) work days. A copy of the official agenda of the meeting, and any such related attachments, will be given to the Union prior to said meetings.

4.03 Use of School Buildings and Facilities

The Union will have the right to use school facilities where no conflict exists without cost at a time when a custodian is normally on duty, with the approval of the building principal. The principal of the respective building will be notified in advance of the time and place.

4.04 Use of School Mail/Bulletin Boards/Internal School E-mail

- A. The Union will have the right to place a Union identification on the mailboxes of all members of the Union and place notices, circulars and other material in the mailboxes of all bargaining unit employees.
- B. The Board will furnish bulletin board space for the posting of appropriate Association notices in each school building and each Department facility.
- C. All communications must adhere to the provisions of the District's Acceptable Use Policy.

4.05 Bargaining Unit Employees

The Union will have the right to have delivered with the Superintendent's introductory letter to all bargaining unit employees, a message prepared by the Union informing such individuals that the Union is recognized as the exclusive bargaining representative for all bargaining unit employees.

4.06 Wage and Salary Report

The Board agrees to provide to the Union President by September 1 of each year two (2) copies of the employee wage notice which shall include the job classification, hourly rate, number of planned hours per day, and number of days per year.

4.07 Meeting Notification

The Union President shall be notified of Administrative representatives to be present at all PACT Sessions.

4.08 The Union President shall be informed of the name, address, position, and work location for all newly employed or transferred employees.

**ARTICLE 5**  
Definition of Terms

5.01 Seniority

System Seniority: The period of continuous employment, irrespective of whether such employment is full-time or part-time, from the most recent date of regular assignment in the District.

Classification Seniority: The length of employment, irrespective of whether such employment is full-time or part-time, by an employee in a particular job classification identified in Article 12, Section 12.02 of this Agreement computed from the employee's most recent date of entry into such classification. The classification seniority of an employee regularly employed as of July 1, 2001, shall be the same as the employee's system seniority; thereafter, however, classification seniority shall accrue only in accordance with the terms of this provision.

Position Seniority: The length of employment, irrespective of whether such employment is full-time or part-time, by an employee in a particular position within a job classification computed from the employee's total time accumulated in such position worked.

5.02 Superintendent: The District Superintendent or his/her appointed designee.

5.03 District: The Medina City School District.

5.04 O.R.C.: The Ohio Revised Code.

5.05 PACT: Personnel and Administration Communicating Together.

5.06 Work Days: Normal work days are Monday through Friday except for holidays

specified on the school calendar, and except for the Maintenance Department and the High School/Recreational Center's custodial staff where a continuous operation is in effect and affected employees are scheduled on rotational shifts. For purposes of this definition, a calamity day will not be counted as a work day.

## **ARTICLE 6**

### **Bargaining Procedure**

- 6.01 Bargaining may be initiated either by the Board or the Union by notifying the other party in writing not earlier than seventy-five (75) calendar days before the expiration of this Agreement. Within fifteen (15) calendar days of receipt of the notice, the first session will be held, unless otherwise mutually agreed.
- 6.02 The bargaining team for each party will consist of no more than six (6) persons. Each team may, at no cost to the other team, also elect to have up to one (1) outside representative. In addition, either team may call upon an expert consultant to attend bargaining as to the issue to which such expertise is relevant.
- 6.03 Prior to the completion of each session, a mutually agreeable time, place, and date shall be set for the next session. The meeting place may alternate between a Union-selected location and a Board-selected location unless otherwise mutually agreed.
- 6.04 Upon reaching a total consensus, the tentative agreement shall be presented for ratification by the Union. Upon ratification by the Union and adoption by the Board, the tentative agreement shall become the parties' successor Agreement. No more than one hundred (100) copies of the tentative draft of all changed articles shall be prepared by the Board prior to ratification.
- 6.05 If after forty-five (45) calendar days, or a number of days mutually agreed upon, tentative agreement on all items is not reached, either party may declare a bargaining impasse after all the issues have been discussed. Within five (5) calendar days of declaration of impasse, the parties shall jointly contact the Federal Mediation and Conciliation Service and request the assistance of a mediator. The mediation period shall expire upon the expiration of this Agreement, unless extended to some subsequent date certain by mutual agreement.
- 6.06 Mediation, as described in Section 6.05 of this Article, constitutes the parties' mutually agreed upon and exclusive dispute settlement procedure, and shall operate in lieu of any and all of the dispute settlement procedures set forth in the O.R.C. This Article does not diminish or preclude the legal right to strike.

## **ARTICLE 7**

### **Trial Period**

- 7.01 Each new employee shall serve a probationary period of one hundred twenty

(120) days actually worked to allow the Board to determine the fitness and adaptability of the employee to do the work required. During such time, the new employee shall have no seniority rights. Dismissal during the probationary period may be made without cause and will not be subject to the grievance procedure appearing in Article 11 of this Agreement. Employees retained beyond the probationary period shall have system seniority computed as of their first date of bargaining unit work; classification seniority shall be computed from the first date of entry into the classification. The following shall be used to break any tie:

The last four (4) digits of the employees' social security numbers with the highest number being the senior employee. Any employees having the same system and/or classification seniority as of the inception of this Agreement shall use this method to create permanent seniority dates. The affected employees, the Union President, and a member of the Administration shall be present during utilization of this process.

- 7.02 In the case of a transfer, other than the case of a lateral move within a particular classification, the transferred employee shall serve a trial period of sixty (60) days actually worked during which the employee may be moved back to the employee's prior job if performance in the new job is unsatisfactory. Such a decision will not be subject to the grievance procedure appearing in Article 11 of this Agreement. During this trial period, the transferred employee may elect to return back to the employee's prior job. The Board will have no obligation to consider the job from which the employee transferred as a vacancy during this trial period.
- 7.03 A list (or lists, if necessary) of all bargaining unit employees employed as of September 30 shall be posted, showing each employee's system seniority, classification seniority, and position seniority during the first seven (7) days of October. The list will remain posted for the remainder of the month. Any objections to the seniority list must be registered with the Department of Human Resources.

## **ARTICLE 8**

### **Job Vacancies / Transfers / Second Jobs**

- 8.01 Before the Board fills a vacant position, a written notice setting forth the job title, a summary job description, a list of qualifications for the vacancy, and the date by which applications must be made shall be posted in each building where employees work for at least five (5) work days prior to the date a person is awarded or hired to fill the vacancy, whether existing or newly-created.

A change in the regular hours associated with a particular position shall not be construed as a vacancy unless (A) the change converts the normally scheduled work week of the position to more than thirty (30) hours, thus triggering insurance fringe benefit eligibility under Article 20, Section 20.04 of this Agreement, or (B) the change alters the normally scheduled daily work hours of the position by

more than one and one-half (1.5) hours. If a vacancy is thus created, it will be posted in accordance with this Section with the further understanding that, if the incumbent employee is interested in the restructured position, applications from other current employees will receive consideration only if such applicants have greater position seniority than the incumbent.

Temporary employees will not be used for more than sixty (60) work days in vacant, non-seasonal, regular positions.

- 8.02 An employee may apply for a posted vacancy by contacting the Department of Human Resources by telephone, in writing, or through internal school e-mail. To receive consideration, the contact must be made before the deadline appearing on the notice posted under Section 8.01 of this Article.
- 8.03 When school is not in session because of the summer recess, copies of posted notices under Section 8.01 of this Article shall be sent via e-mail on internal e-mail and with an automated phone message notice. Courtesy copies of all postings shall be sent to the Union President. Notices shall be e-mailed and automated phone calls shall be placed at least ten (10) work days prior to the application filing deadline. Contact information shall be updated on an annual basis for the entire bargaining unit. The District shall implement the system of notification via internal email and automated phone messages beginning May 1, 2011. Applications must be submitted within the same time and in the same manner as is the case with posted notices under Sections 8.01 and 8.02 of this Article.
- 8.04 Subject only to the provisions of Section 8.08 of this Article, if an incumbent employee applies under Section 8.02 for a posted vacancy in his/her current position within a job classification (that is, a position that carries the same job description), the employee will be awarded the position; if two (2) or more such employees apply for the vacancy, position seniority shall prevail. No trial period under Article 7, Section 7.02 of this Agreement shall apply with respect to the position.
- 8.05 After the operation of Section 8.04 above, if any employees are on layoff under Article 12 of this Agreement, they shall be recalled to positions for which they have recall rights before Section 8.06 of this Article is applied.
- 8.06 If the vacancy remains unfilled after application of Sections 8.04 and 8.05 above, all other qualified bargaining unit applicants will receive consideration subject only to the provisions of Section 8.08 of this Article. The vacancy will be awarded to the most qualified such applicant, with the further understanding that, if two (2) or more such applicants are substantially equal in qualifications (as listed in Section 8.07) in the reasonable judgment of the Administration, classification seniority and then system seniority shall prevail. A trial period under Article 7, Section 7.02 of this Agreement shall apply with respect to the position. If no bargaining unit applicant is deemed qualified for the vacancy in

the reasonable judgment of the Administration, the vacancy may be filled from outside the bargaining unit and a probationary period under Article 7, Section 7.01 of this Agreement shall apply with respect to the position.

- 8.07 In determining the qualifications for holding a particular position within a classification, the Administration may consider such factors as the applicant's previous job experience, skills and other credentials, quality and quantity of work and attitude in the employee's present position, performance on any test given on an equitable basis for the position, whether the applicant has completed any approved courses/training for the position offered under Article 36 of this Agreement, and performance in any job interview for the position.
- 8.08 In no event under this Agreement will an employee be awarded a position in which the employee is directly supervised by a supervisor, or directly led by a lead person under Article 16 of this Agreement, who is romantically involved with the employee or is a member of the employee's immediate family (for this purpose, "immediate family" is defined as the employee's spouse, father, mother, brother, sister, son, daughter, any relative who clearly stands in the same relationship to the employee, or in-law). If such a relationship evolves after an employee is in the position, the Director of Human Resources and Union President will meet for the purpose of exploring and implementing a voluntary resolution of the situation; if no such voluntary resolution is attainable, Section 8.12 of this Agreement shall apply.
- 8.09 An employee who successfully applies for a vacancy under this Article will thereafter be ineligible to apply for another vacancy for a period of one hundred twenty (120) days actually worked from the date of entry into the new position, except in the case of a lateral transfer where the period of ineligibility is sixty (60) days actually worked.
- 8.10 Applicants who are current employees shall be notified in writing of the decision on filling the vacancy prior to awarding the position. Successful and unsuccessful applicants will be notified of whether their bid was successful or unsuccessful. When a vacancy is filled (meaning the job has been both offered and accepted), notice of such will be made public to the bargaining unit through the next PACT minutes.
- 8.11 Interviews shall be conducted with bargaining unit applicants for all posted vacancies unless Section 8.04 applies. An applicant need not be interviewed by the same supervisor more than once every two (2) complete school years with respect to the same or similar positions, however, unless the applicant has submitted evidence under Article 32, Section 32.04 of this Agreement of having completed significant additional occupational training since his/her last interview, in which case an opportunity to interview will be offered; the applicant will be considered for the vacancy whether or not interviewed under this sentence.
- 8.12 Involuntary transfers or reassignments will not be made arbitrarily or capriciously.

The affected employee shall be entitled, upon request, to a meeting with the Superintendent or designee to discuss the reasons for the action and shall also be entitled, upon request, to have a Union representative present at such meeting. Whether the action is arbitrary or capricious may be reviewed under the grievance procedure appearing in Article 11 of this Agreement.

- 8.13 This Article does not preclude an employee from applying for a second job. The following provisions shall apply in such a case:
- A. In no event will an employee be eligible for a second job if the regular hours of the second job would, when combined with the employee's regular hours on his/her first job, trigger any overtime pay liability on the part of the Board.
  - B. A second job shall in no event trigger any vacation entitlement.
  - C. Employees will receive all fringe benefits for which they qualify under the terms of this Agreement.
  - D. An employee's initial pay rate with respect to the second job will be at Step A on the wage schedule; thereafter, the employee who remains in the second job will move on the wage schedule in accordance with normal progression rules.
  - E. An employee with a second job will not be permitted to take any elective assignment (e.g., field trips) that interferes with any contracted job(s).
  - F. No job currently being worked for four (4) or more hours per day shall have its hours reduced or its duties rearranged for the purpose of creating a second job. The Board agrees not to fragment jobs for the purpose of eliminating benefit rights.
  - G. A second job shall be paid under a notice of salary.
  - H. An employee awarded a second job shall serve a trial period as to that job only on the same terms as apply to a transferred employee under Article 7, Section 7.02 of this Agreement.
  - I. For purposes of applying the one-fourth (.25) day minimum increments under personal leave and sick-leave, if the employee is absent for portions of both his/her first and second job the total time off from both jobs will be combined and will be charged against the total daily hours of both jobs combined.

**ARTICLE 9**  
Civil Service

- 9.01 Except as required by O.R.C. Section 4117.08, the civil service provisions of O.R.C Chapter 124 and the regulations of the Medina Civil Service Commission shall not apply to bargaining unit employees.

**ARTICLE 10**  
Discipline

10.01 Exclusive Procedure

Discipline shall be imposed only pursuant to this Article.

10.02 Disciplinary Procedure

- A. Except as otherwise provided in the Agreement, discipline shall be imposed on non-probationary employees only for just cause. Disciplinary action, other than a verbal warning, may be grieved under Article 11 of this Agreement.
- B. An employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the Supervisor. Such warning shall state the reasons underlying any intention the Supervisor may have of recommending any disciplinary action and a confidential copy of the warning shall be sent to the Union President. The Supervisor shall give a reasonable period of advance warning to permit the employee to correct the deficiency without incurring disciplinary action, except in cases where the employee's work or conduct is severe enough to incur discipline for that act alone. An employee who has received such a warning notice shall have the right to object through the grievance procedure.
- C. Discipline will follow progressive disciplinary principles and be undertaken for corrective purposes. It is mutually recognized that deviation from progressive discipline may be appropriate where warranted by the nature and severity of the offense.
- D. The Board shall not initiate any disciplinary action for any cause arising more than six (6) months preceding the date upon which the Board acquires knowledge of the relevant surrounding circumstances.
- E. Notice of discipline shall be in writing and served in person or by registered or certified mail upon the employee. The notice shall include the reasons for discipline.
- F. Except as otherwise provided in this Agreement, disciplinary time off shall

not be implemented until the employee has been given the opportunity to have a hearing at Step 3 of the grievance procedure.

- G. An employee served notice of disciplinary action must file a grievance within ten (10) work days after receipt of the notice. If the employee does not file within this ten (10) day limit, the grievance is deemed waived.
- H. If the disciplinary penalty is for more than a three-day suspension, the Union may, within ten (10) work days after receiving notice of the Board action, proceed to Step 4 of the grievance procedure.
- I. Within ten (10) work days after receiving the decision of the Superintendent on all other disciplinary action, the Union may proceed to Step 4 of the grievance procedure.
- J. District-wide calamity days shall not be counted as “work days” for the purposes of the above provisions.

#### 10.03 Emergency Suspension

- A. If the employee’s presence would lead to a clear and present danger to the lives, property, safety, or health of students, fellow workers, or the school, the Board may immediately suspend the employee without pay for no more than three (3) work days. The pay may be recovered through the grievance procedure if the action is deemed unjustified. No additional suspension without pay shall take effect until the employee receives service of the notice of suspension.
- B. During the five (5) ensuing work days the Board shall serve written notice and the statement of facts upon the employee, who shall be entitled to respond to the Board’s factual contentions supporting the emergency, by filing a grievance at Step 3 of the grievance procedure. Failure of the Administration to act within the five (5) day work period precludes the right to invoke further discipline for the violation causing the initial suspension. The employee may grieve the emergency suspension along with the notice of any additional disciplinary action.

#### 10.04 Disciplinary Settlements

A disciplinary grievance may be settled at any time. The terms shall be reduced to writing. An employee offered such a settlement shall be granted five (5) work days in which to review the proposed settlement with the Union President and Field Representative before acceptance. The grievant, shall sign off on the settlement if the terms are accepted.

## 10.05 Work Rules and Directives

The Board agrees that work rules and directives will not violate any terms of this Agreement and further agrees that no such rules or directives will be implemented arbitrarily or capriciously. Except for those offenses (such as theft or insubordination) traditionally recognized as affecting an employee's fitness for employment, no employee will be disciplined for violation of a work rule or directive for which the employee did not have reasonable notice.

## **ARTICLE 11** Grievance Procedure

- 11.01 A grievance is defined as a dispute between an employee or group of employees and the Board concerning the interpretation or application of this Agreement.
- 11.02 An employee is encouraged to discuss with the Union President or Chairperson of the Grievance Committee his/her dispute or complaint prior to submitting a formal grievance.
- 11.03 Formal grievances must be signed by the grievant and either the Union President, the Chairperson of the Local Grievance Committee, or the Union Field Representative. If a grievance pertains to a group of employees, it need only be signed by one (1) such grievant so long as the group affected is identified in the text of the grievance.
- 11.04 An employee shall have the right to be represented only by the Union at all steps of the grievance procedure. There shall be no reprisals against any employee for filing a grievance. The Union shall have the right to be present at all steps of the grievance procedure to insure that all grievance settlements are in compliance with this Agreement. An employee may represent himself under the grievance procedure but shall put such desire in writing to the Union President and shall hold the Union harmless upon initiating such self-representation. The grievant is entitled to be present at any grievance conference or hearing that occurs during work time, and the grievant's Union representative will also be permitted to attend such grievance conferences or hearings that occur during work time.
- 11.05 Step One (1)

The grievant shall first attempt to resolve the issue informally with the Principal or immediate supervisor. If the issue is not resolved informally and the grievant wishes to pursue the matter, the grievant shall proceed to file a written, signed grievance with the Principal or immediate supervisor. The grievance shall be filed within fifteen (15) work days of the event giving rise to the grievance, or, in a case where the grievant cannot reasonably be charged with knowledge of such event when it occurred, within fifteen (15) work days after the grievant became aware, or should have become aware, of such event. The grievance shall be responded to, in writing, within ten (10) work days after the date upon which it

was filed. In addition, District-wide calamity days shall not be counted as “work days” for the purposes of the grievance timeline.

For purposes of this Article, “work days” include all days during which the Board’s central office is open for business except for any day during the Christmas recess and Spring break when students are not required to be in attendance.

#### 11.06 Step Two (2)

If the grievant is not satisfied with the Step 1 response, he/she may, within five (5) work days after receipt of the Step 1 response, file a written appeal with the Human Resource Department, or designee, who upon hearing and reviewing the grievance shall respond to the grievance, in writing, within five (5) work days after the date upon which the appeal was filed-

#### 11.07 Step Three (3)

If the grievant is not satisfied with the Step 2 response, he/she may, within five (5) work days after receipt of the Step 2 response, submit the grievance to the Superintendent, or designee, who upon hearing and reviewing the grievance shall respond to the grievance, in writing, within ten (10) work days after the date upon which the grievance was filed at Step 3.

#### 11.08 Step Four (4)

After receiving the decision of the Superintendent the Union may within ten (10) work days, submit the grievance to arbitration.

11.09 The arbitrator shall be selected from a list of arbitrators provided by the Federal Mediation and Conciliation Service by the alternate-strike method, with the party striking first to be determined by the flip of a coin. Either party may request the submission of a second list. The decision of the arbitrator shall be binding unless the arbitrator exceeds his/her authority. The arbitrator shall have no authority to add to, subtract from, or alter any terms of this Agreement or render an award contrary to law. The cost for the arbitrator shall be borne by the losing party. If the losing party is not clearly identifiable, the cost shall be allocated between the parties by the arbitrator.

11.10 The Union shall receive confidential copies of written decisions.

11.11 The number of days indicated at each step of the grievance procedure shall be considered to be a maximum unless extended by mutual agreement.

A. If the time limits are not met by the grievant, the grievance shall be considered resolved, based on the decision of the previous step.

B. If the time limits are not met by the Administration, the grievance shall

immediately proceed to the next step.

11.12 For clarification purposes, the “immediate supervisor” in Step 1 of the grievance procedure shall be:

- A. The Transportation Manager for the Transportation classification series;
- B. The Building and Grounds Manager for the Operations classification series;
- C. The Food Service Manager for the Food Service classification series;
- D. The Building Principal or direct evaluator for Clerical and Instructional classification series.

If a supervisor feels that another administrator/supervisor could more easily affect a solution at Step 1, he/she may refer, in writing, the employee to that administrator/supervisor who would have the authority to act.

Any changes in the positions which constitute Step 1 supervisors shall be at the discretion of the Superintendent. Notice of such changes shall be given to the Union President one (1) week in advance.

11.13 PACT Committee

In an effort to solve problems before they become formal grievances, the Board agrees to establish a PACT (Personnel and Administration Communicating Together) committee consisting of representatives of both the Union and the Board. Its main function shall be to confer on all matters of mutual concern; to keep both parties to this Agreement informed of changes and developments caused by conditions other than covered by this Agreement; to keep the staff of all departments working at peak efficiency and to confer over potential problems in an effort to keep such matters from becoming major in scope. The Union representatives shall be no more than six (6) from the Local and one (1) Field Representative may be present. The Board representatives shall be no more than seven (7) in number. Once a grievance is filed, it shall no longer be discussed in this committee setting.

Any party to this Agreement can request a meeting of the PACT committee, but not more often than one (1) a month unless mutually agreed upon. Arrangements are to be made in advance and an agenda may be submitted with the request.

**ARTICLE 12**  
**Layoff Procedure**

- 12.01 When the Administration determines a reduction in staff within a job classification is required due to a lack of funds, or lack of work, the Administration shall notify the Union President ninety (90) calendar days in advance with written notice to affected employees sixty (60) calendar days in advance of the layoff. The Union and Administration shall meet and discuss the effects of the action to be taken during the thirty (30) day period prior to notifying the employees.
- A. An affected employee, based on his/her classification seniority, may bump the least senior employee in the same position within the job classification whose regularly assigned hours are closest to but not above the bumping employee's regularly assigned hours. If no such employee exists, the employee may bump the least senior employee in the next lower position within the classification whose number of regularly assigned hours are closest to but not above the bumping employee's regularly assigned hours. An employee who is bumped will, in turn, have the bumping rights that appear in this Paragraph. Employees bumping laterally into the same position or bumping into a lower position within the currently held classification shall not be subject to a probationary period.
  - B. An affected employee may bump into a position in another job classification only if the employee (1) has no available bumping opportunity under Paragraph A above; (2) has had at least two (2) years of uninterrupted prior work experience in a position in the other classification; and (3) has worked in the other classification within the immediately preceding five (5) years. If the employee meets all of these criteria, and possesses any legally required license, certificate, or other credential, the employee may, based on his/her system seniority, bump the least senior employee in the other classification whose regularly assigned hours are closest to but not above the bumping employee's regularly assigned hours.
  - C. Bumping will automatically place the employee on his/her present vertical wage step in the new position, but the employee shall be "frozen" at his/her current hourly rate until the rate of the new position surpasses that which the employee was earning at the time of the bump. If an employee bumps to a position with fewer hours, the employee's hours shall be reduced in accordance with those of the new position.
  - D. Any employee reduced in position under this Article, or laid off, shall retain recall rights for a period of thirty-six (36) months, during which time the Board shall not hire nor transfer anyone into the affected position in the classification or below until all reduced or laid-off employees within that classification are recalled.

- E. A laid-off employee shall provide the Administration with his/her current mailing address, telephone number, and any other pertinent information. In the event of recall, the employee being recalled shall be notified by registered or certified mail or in person to the employee's last known address according to the Board Office records as to the date of his/her expected return to work. A recalled employee shall be given at least fourteen (14) calendar days notice, excluding legal holidays, to respond to a recall notice, and an additional seven (7) calendar days to report to work, unless otherwise specified in the recall notice. Failure to respond to a recall notice shall terminate an employee's seniority rights. Copies of recall notices will be sent to the Union President for informational purposes only.
- F. Consideration shall be given to equalizing the burden of layoff among bargaining unit classifications.
- G. Any laid-off full-day (a.m. & p.m.) bus driver recalled to an a.m. only or p.m. only run shall retain recall rights for a full-day (a.m. & p.m.) run when one becomes available. A half-day (a.m. only or p.m. only) bus driver cannot expand to a full-day (a.m. & p.m.) bus driver as long as any bus driver is on layoff.
- H. An employee on layoff shall be called first to perform work within his/her classification prior to offering such work to qualified laid-off employees in other classifications.
- An employee recalled for temporary assignments (additional help) within his/her classification shall be paid at the last vertical step held of the classification in which the work was performed. Employees recalled to temporary assignments outside or to sub within their classification series shall be paid at the Board-adopted substitute rate. Whether to accept recall to a temporary assignment is at the option of the employee.
- I. An employee who does not exercise his/her option to bump shall only be entitled to recall into the position in the classification from which he/she was displaced or lower position within such classification. The failure to exercise bumping rights may jeopardize approval of any benefits available through the Ohio Bureau of Employment Services.
- J. Insurance fringe benefits for laid off employees are governed by Article 26, Section 26.09, Paragraph A of this Agreement.

## 12.02 Bumping Diagram

For purposes of this Agreement, bargaining unit job classifications appear opposite the capital letters below. Positions within a particular classification, if any, appear opposite the numbers listed under the classification; for purposes of

Article 8 of this Agreement and for purposes of bumping under this Article, however, the positions of Food Service Manager Senior High School, Food Service Manager Middle School, and Food Service Manager Elementary School shall be considered a single position within the Food Service classification, the positions of Head Custodian Senior High, Head Custodian Middle School, and Head Custodian Elementary shall be considered a single position within the Custodial classification, and Assistant Head Custodians will be treated likewise.

A. Food Service Classification

1. Manager Senior High School
2. Manager Middle School
3. Manager Elementary School
4. Cashier
5. Cook
6. Server

B. Secretary Classification

1. Financial
2. Administrative
3. General
4. Receptionist

C. Computer Operator Classification

1. Student Information Reporting Coordinator
2. Computer Operator

D. Maintenance Classification

1. HVAC Coordinator
2. Maintenance Coordinator
3. Repairman Specialist
4. Repairman
5. Repairman Apprentice
6. Laborer

E. Custodial Classification

1. Custodial Services Coordinator
2. Head Custodian Senior High
3. Head Custodian Middle School
4. Head Custodian Elementary
5. Assistant Head Custodian Senior High
6. Assistant Head Custodian Middle School
7. Assistant Head Custodian Elementary
8. Custodian

F. Information & Materials Classification

1. Information & Materials Expediter

- G. Paraprofessional Classification
  - 1. Instructional Paraprofessional
  - 2. Support Paraprofessional
  
- H. Transportation Classification
  - 1. Head Bus Driver
  - 2. Bus Driver
  - 3. District Driver
  - 4. Transportation Dispatcher
  
- I. Mechanics
  - 1. Head Mechanic
  - 2. Mechanic
  - 3. Mechanic's Helper

**ARTICLE 13**  
**Compensation and Payroll**

13.01 Process for Union Dues and Fair Share Fee

- A. Dues will be deducted, upon written authorization by the employee, from twenty-six (26) pays each school year, beginning at the time the new pay schedule is started.
  
- B. Dues deductions may start at any time as long as it is approved by the Union.
  
- C. Employees who are not members of the Union shall pay to the Union a fair share fee as a condition of continued employment. Such fee shall not exceed the dues paid by Union members, and following provisions shall apply:
  - 1. The Union shall provide to each non-member employee a notice of the amount of the fee, an adequate explanation as to how the fee was determined, a statement that the employee may file an objection as to the amount, and an explanation as to the procedure the employee must follow to challenge the amount under the Union's internal rebate policy. The fee shall be deducted through payroll deduction, in the same manner as dues deductions, and forwarded to the Union with notice of names and amounts as provided in Section F of this Article, except that an individual written authorization is not required.
  
  - 2. A non-member employee who objects to the amount of the fee may file a written objection to the use of any portion of the fee for political or ideological purposes with the Union's Executive Director

within fifteen (15) work days after the first deduction. If an objection is filed, the OAPSE State Treasurer shall send a rebate to the objector.

3. A non-member employee who objects to the expenditure of a portion of the fee for partisan political or ideological purposes, and/or to challenge the determination of such amount by OAPSE, may do so by filing an objection with OAPSE in the same manner as set forth in Paragraph 2 above and indicating on the objection that the person will be challenging such determination. Challenges to the determination must be filed by the non-member with the State Employment Relations Board. OAPSE will, if requested by the non-member, request an expedited ruling.
  4. The rate, if any, to a non-member employee who challenges the rebate determination made by OAPSE will not be determined until final resolution of the challenge by the State Employment Relations Board or the last court to which the matter is appealed.
  5. Pending completion of the challenge process, one hundred percent (100%) of the fee being deducted for the non-member challenger shall be placed by OAPSE in an interest-bearing escrow account. The escrowed funds will be distributed only after decision by the State Employment Relations Board or the last court to which the matter is appealed.
  6. If payment of the fee is objected to by an employee for a religious reason, the employee shall, as a condition of continued employment, pay through payroll deduction an amount equal to the fee to a non-sectarian charity in accordance with O.R.C. Section 4117.09(c).
  7. If the Board is named as a defendant, or otherwise required to participate in any lawsuit or other proceedings as a result of this Section, the Union agrees to indemnify and hold the Board, its agents, employees, and representatives, harmless from any judgments, awards, costs, and expenses, including reasonable attorney's fees. The Board agrees to accept the Union's counsel as co-counsel for the defense of claims arising from this provision.
- D. All authorization forms must be processed by the Union before being sent to the Payroll Department.
- E. A Union officer shall be required to notify the Treasurer's office prior to September 15 of any school year, in writing, of any changes in dues for the coming year.

- F. At the end of each period, a check is to be forwarded to the State Union Treasurer together with a Board-developed report including the names of all employees having deductions and the amount deducted. A copy of the report will be provided to the Union Treasurer.
- G. Any bargaining unit employee serving a supplemental job over the summer vacation shall have dues (or fair share fee, if applicable) deducted once for each month of employment.
- H. The Board agrees to deduct from the wages of any Union member a PEOPLE deduction as provided for any employee's signed, written authorization. Such authorization may be revoked at any time by written notice to the Board's Treasurer and the Union President. The Board will remit such deductions promptly to the Union with a statement showing the name of each employee from whose pay a deduction has been made and the amount deducted during the period covered by the remittance.

### 13.02 Salary Notification

With the exception of bus drivers, all salaried employees shall receive salary notices and a pay procedure schedule by July 1. Bus drivers shall receive salary notices within two (2) weeks following their annual route bid meeting. Any employee who has a change in his/her base hourly rate during the year shall be entitled to a written notification of the reason for the change. If the run/routes change during the school year, the affected employee shall have acknowledgement of such from the Treasurer's office.

### 13.03 Pay Procedure

- A. All employees are paid bi-weekly on an annual salary. The annual salary is computed by multiplying the hourly rate by the total number of hours an employee is hired for the year (including paid holidays). For purposes of regular salary, all pay checks shall reflect the pay rate for the previous pay period.

All employees shall receive twenty-six (26) pays per year, with the mutual recognition that, by operation of the calendar, a twenty-seventh (27<sup>th</sup>) pay will necessarily occur every several years. The District Treasurer will give advance notice to employees by July 1 of the school year in which the twenty-seventh (27<sup>th</sup>) pay will occur, which notice will also specify the month in which the pay will occur; it is mutually understood and agreed that such pay will be a "short" pay for roughly a one-week work period. The Treasurer will also give employees written notice by October 1 of each school year of those months, if any, in which three (3) pay days will occur. In the case of a 12-month employee, if a 262<sup>nd</sup> and/or 261<sup>st</sup> work day falls within the employee's work year, the employee will either not be scheduled to work on such day(s) or will receive his/her applicable hourly

rate for hours worked on such day(s). Employees working a rotating schedule will work and be paid for the days worked within their normal rotating schedule.

- B. The Board agrees to correct all errors in pay within one week of notification of the error. The Board must seek recovery of any improper payment to an employee no later than 180 calendar days from the date of payment of the incorrect check. Employees on leave without pay status shall lose wages at their hourly rate for each whole or half hour absent from the job.
- C. The Board may give prior service credit of outside or substitute employment of up to three (3) years solely for the purpose of placement on the salary schedule (Step D maximum). This shall be permitted solely at the date of initial hire.
- D. When a regular employee is temporarily or permanently assigned to a higher position within the same classification, he/she shall be paid on the same step of the higher pay schedule.
- E. When a regular employee is temporarily or permanently assigned to a higher classification outside of his/her current classification, he/she shall be paid on the first step of the higher pay schedule which will result in an increase in pay.
- F. When a regular employee is temporarily assigned involuntarily to a lower position or classification, he/she shall not suffer a reduction in hourly rate. In the case of a permanent transfer to a lower position or classification or a voluntary temporary assignment initiated by the employee, he/she shall be paid on the same step of the lower pay schedule.
- G. Longevity payments for all employees shall commence at the beginning of the tenth year of continuous service with the District. This payment shall continue every year until the fifteenth, and the twentieth years and the twenty fifth years, at which time additional longevity payments shall be added to the pay schedule.
- H. Any person in employment status prior to January 1 of any school year and in pay status or on Workers' Compensation charged to the District the majority of the scheduled work days, shall be eligible to receive increments or longevity payments effective the succeeding July 1st.
- I. When an employee bids for and accepts a lower-paying classification job, he/she will be placed on the same step as the employee held in the previous job.

#### 13.04 Time Sheets

All overtime work, extra hours, special projects, and substitute work must be recorded on regular time sheets, be approved by the employee's immediate Supervisor or Administrator, and turned in to the Central Office for final approval. Time sheets are to be turned in bi-weekly but subject to change due to automation. In lieu of manually recorded time sheets, the Board may implement an electronic time card system or other automated system for tracking work time.

#### 13.05 Pay Days

Direct deposit notifications will be sent bi-weekly on pay day. All employees will have his/her pay electronically deposited into the account authorized by him/her and will receive a pay stub confirmation electronically effective October 2012. A paper copy of the pay stub confirmation will be available for printing by the employee in the Treasurer's office.

If an employee's individual contract is terminated by either party during the school year, the total sum due that employee as of the date of contract termination shall at the preference of the employee be paid by not later than the second scheduled pay day following the employee's last day of service or bi-weekly until the employee's pro-rated contract is paid in full.

If an employee's individual contract is terminated by either party at the end of the school year, the total sum due that employee as of the date of contract termination shall at the preference of the employee be paid by not later than the second scheduled pay day following the employee's last day of service or bi-weekly until the employee's contract is paid in full, if the employee made a written request to this effect with the District Treasurer by May 15.

#### 13.06 Travel Allowance

Employees who are required to travel in their own vehicle in the performance of their duties will be granted the current mileage allowance allowed by the Internal Revenue Service. The employee will file a monthly reimbursement form with their building supervisor. No employee is required to transport another individual in his/her own personal vehicle.

#### 13.07 Professional Standards

The PACT Committee shall be responsible for articulating, at the earliest possible time, established and written standards of professionalism across the District. Such standards shall define the expectations for employees in the areas of behavior, performance, and attitude. Decisions shall be reached through consensus. The standards shall be approved by both the Superintendent and the Union's Executive Committee.

**ARTICLE 14**  
**Safety Rules**

14.01 The Board agrees to:

- A. Provide a safe and secure workplace.
- B. Provide paraprofessionals for school buses if required by the student's IEP (Individual Education Plan).
- C. Provide a paid annual in-service day for all employees as determined by the Administration. Attendance on this day is voluntary. Those who attend will receive their normal daily pay; those who do not attend for any reason will not be paid.
- D. Provide training on all new equipment purchased for any job site.
- E. Provide the Union President with a copy of all workers' compensation claim forms.
- F. Provide safety protection for all employees.
- G. Provide for the discussion of all safety issues at PACT sessions. If a safety dispute cannot be resolved at a PACT session, the Board agrees to investigate the safety problem utilizing the services of the Ohio Department of Industrial Relations or any other appropriate inspection source. The Board agrees to discuss the findings in PACT sessions.

14.02 Safety and Health Resolution Procedure

- A. Before exercising any right under O.R.C. Section 4167.06, an employee must contact his/her immediate supervisor or the Superintendent and review all relevant facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing notice pursuant to O.R.C. Section 4167.06(B), the employee must exhaust the procedure set forth in Paragraph C of this Section.
- B. An employee who wishes to assert a claim of discrimination as defined in O.R.C. Section 4167.13 shall use the following procedure to assert such a claim which procedure shall be the exclusive means of asserting such a claim, to the exclusion of a lawsuit or any other means of challenge.
- C. The parties mutually wish to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor the employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations under O.R.C. Section 4167.10 until the following procedure has been exhausted:

1. An employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected employee's immediate supervisor, within two (2) work days of the occurrence of the alleged violation.
  2. If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Union representative may file a formal complaint with the Superintendent within two (2) work days after the conference with the immediate supervisor. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent will meet with the employee or Union representative in an attempt to resolve the alleged violation. The Superintendent will promptly respond to the complaint after this meeting.
- D. There shall be no reprisals against an employee by reason of his/her exercise of workplace safety rights under law.

**ARTICLE 15**  
**Charges for Required Tests**

- 15.01 Any physical or psychiatric examination required of an employee by law or by the Board shall be at the Board's expense. Any criminal background check, fingerprinting, or driver's abstract required by law or by the Board of an employee shall also be at Board expense. This Section shall not apply, however, to such requirement of a job applicant as a condition of obtaining employment with the Board; nor shall this Section apply to any initial criminal background check, fingerprinting, or driver's abstract that results from an employee's voluntary transfer.

**ARTICLE 16**  
**Bargaining Unit Lead Personnel**

- 16.01 This Article applies to all holders of job classifications designated as Head, Manager, or Coordinator positions and any comparable lead positions that may be created in the future. While no holder of such a classification shall have authority to make hiring or disciplinary decisions or formally evaluate a bargaining unit employee, the parties mutually recognize and agree that such employee is responsible for implementing the District's program within the particular department or area within which the employee has lead responsibility and to keep the employee's administrative supervisor fully apprised of job-related problems within such department or area, including specific information as to when and why implementation of the District's program does not occur.

- 16.02 If the holder of a lead classification is deemed not to be performing satisfactorily in such position, a conference will be held between the employee's administrative supervisor and the employee to discuss the problem. The employee may request that a Union representative also be present. If performance in the lead position continues to be unsatisfactory, the employee will be transferred to a non-lead classification within the applicable classification series; such transfer will not displace a senior employee and will not be made arbitrarily or capriciously.

**ARTICLE 17**  
Job Descriptions

- 17.01 Job descriptions will be provided for all employees to be prepared and revised from time to time through a committee with two (2) representatives from the Union appointed by the Union President and two (2) administrators. Such job descriptions shall list examples of job duties.

**ARTICLE 18**  
Special Provisions Applicable to Support and Instructional Paraprofessionals

- 18.01 Initial building assignments shall be given or sent to each Support or Instructional Paraprofessional whose assignment is being changed at the earliest possible date with a final deadline being seven (7) calendar days before the start of the employee's work year.
- 18.02 No Support or Instructional Paraprofessional will be assigned to perform any skilled related service with respect to a special education student without appropriate training at no cost to the employee. If, under this provision, the Board requires the employee to attend training outside the employee's normal work hours, the employee will be paid his/her regular hourly rate for such training time. The Board will furnish the supplies and assistance necessary to maintaining a safe environment for the students and employees.

**ARTICLE 19**  
Summer Employment - Supplemental Job / Vacation

- 19.01 Additional Work of the District
- A. Personnel employed for duties beyond their regular contract term will be paid at the regular hourly rate for the temporary assignment in effect at the time of employment. Employees hired within their classification shall be placed on their appropriate step on the salary schedule.
  - B. Employees who indicate an interest in a specific position on the annual Substitute survey sheets will receive first consideration for that position.
  - C. Work awarded under this Article is mutually recognized as above and beyond the employee's regular bargaining unit job, and any employee performing such work shall be regarded as employed at will with respect to such work.

No provision of this Agreement other than the provisions of this Article shall apply to such work; however, no disciplinary action with respect to the performance of such work shall affect the employee's regular bargaining unit position unless the nature of the offense inherently reflects on the employee's fitness for his/her regular job.

**ARTICLE 20**  
Insurance Provisions

20.01 Rights to Insurance Benefits

A. In addition to the salary paid an employee pursuant to Article 13, his/her compensation shall include benefits provided the employee meets all the eligibility requirements.

B. Medical, Prescription, Dental Coverages

With respect to medical insurance, prescription drugs, and dental insurance, it is mutually understood and agreed that, during the term of this Agreement, bargaining unit employees will be provided with coverages and benefit levels identical to those applicable to insurance-eligible teaching employees represented by the Medina City Teachers Association; however, this "me too" provision is suspended and will not apply for the duration of this Agreement. The monthly cost of such insurance will be allocated between the bargaining unit employee and the Board as provided in Paragraph D of this Section. The Union shall be kept apprised of any coverage and benefit level developments through the insurance committee established under Paragraph F of Section 20.04 of this Article.

C. See Appendix A for a complete list of current specifications.

D. Method of Payment Coverage

Effective with the first regular pay in January 2011, an insurance-eligible bargaining unit employee's contribution toward the monthly cost of medical/prescription/dental insurance (single or family) will be the percentage indicated below relative to the employee's annual gross federal income as reflected in the employee's W-2 for the immediately preceding tax year:

<u>Monthly Benefit Premium Contribution</u>	<u>Annual W-2 Income</u>
12.5%	\$37,999 or less
15%	\$38,000 or over

In the case of a new hire or an employee who only worked part of the preceding year, the parties will meet and confer on where to slot the employee most consistently with the above table and, if the parties cannot agree, the matter will be taken to arbitration under Article 11, Section 11.9 of

this Agreement.

The employee's monthly contribution will be by payroll deduction in equal shares on the first and second paydays of each month. The remainder of the monthly cost will be paid by the Board.

#### 20.02 Term Life Insurance

The Board shall purchase group term life insurance for each employee now and hereinafter employed in the amount of Fifty Thousand Dollars (\$50,000) plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases shall be paid by the Board.

#### 20.03 Liability

The Board agrees to provide liability coverage for any civil action brought against an employee for any action or omission arising out of, or in the course of, the duties of that employee, which will include the costs of defending such action. The Board agrees to purchase the maximum limit of liability available up to \$1,000,000 per occurrence/\$5,000,000 aggregate.

#### 20.04 General Provision

- A. Employees whose normally scheduled work week totals thirty (30) or fewer hours during their work year shall not participate in any insurance fringe benefits under this Article except for liability insurance under Section 20.03; however, eligibility to participate in insurance fringe benefits of any employee hired on or before June 30, 1993 and continuously employed by the Board since then shall be determined in accordance with the eligibility provisions of Article XXII of the parties' 1990-93 Agreement; it is further understood that if such an employee is involuntarily transferred to a different job classification or experiences an involuntary reduction in normally scheduled work hours, the employee's insurance eligibility will be determined by the 1990-93 Agreement, but if the employee voluntarily transfers or takes fewer hours insurance eligibility will be determined by this Agreement.
- B. Employees eligible for such benefits shall receive Board-paid hospitalization, prescription drug, dental, and life insurance coverage effective with the successful completion of their probationary period.
- C. Probationary employees who will be eligible for insurance fringe benefits upon the successful completion of their probationary period may purchase such insurance benefits. Employees not eligible to receive benefits may purchase benefits wholly at the employees' expense upon completion of their probationary period.

- D. No other insurance benefits will be made available without the approval of the Union.
- E. An employee eligible to participate in insurance fringe benefits under Section 20.01 of this Article may elect not to participate in any such benefits by giving at least twenty (20) work days advance written notice of such election to the Board Treasurer. In such a case, the employee's insurance coverage will cease effective with the first of the month next following the twenty (20) day notice period or the first of the month specified in the employee's written notice, whichever occurs later. For each month an eligible employee elects not to participate in such insurance benefits, the employee will receive a payment of \$100.00, less applicable payroll withholdings, on the second scheduled payday of that month. An eligible employee who declines insurance benefits under this provision may not subsequently institute insurance coverage until the next annual enrollment period unless the employee has involuntarily lost all health insurance coverage provided through some other source. In all cases, the cessation and re-institution of benefits must meet any conditions imposed by the Board's insurance carrier(s). An employee may not opt out of insurance benefits under this provision without certifying to the Board Treasurer proof of health insurance coverage through some other source. In any case where coverage and benefit levels in fringe benefits provided under Section 20.01 of this Article change, those employees who elected to opt out of participation under this paragraph will receive advance notice of the change and afforded an opportunity to opt in as of the effective date of change.
- F. The District's insurance committee will evaluate medical, prescription drug, and dental insurance fringe benefits and any adjustment that may need to be made during the term of this Agreement in light of legal developments that evolve or regulations of the Board's insurers. In no event will the medical, prescription drug, and dental coverages and benefits specified above be changed in the absence of mutual agreement.
- G. It is understood that the Board's Section 125 plan, which includes premium pass through (that is payment of the employee contribution toward monthly premiums with pre-tax dollars) for those Board employees who already contribute, will apply to employees. Employees may establish a flexible spending account with up to two thousand five hundred dollars (\$2,500.00) for un-reimbursed health care expenses and/or up to five thousand dollars (\$5,000.00) for dependent care expenses. The Board will pay the cost of establishing the plan, annual election and monthly administrative fees.
- H. If an employee's spouse is also employed by the Board and eligible to participate in insurance coverage under this feature, the spouses may choose either to each enroll for single coverage (with each paying the

applicable monthly contribution for single coverage) or to enroll for (1) family coverage (in which case only one [1] employee will pay the applicable monthly contribution for family coverage).

#### I. REQUIREMENTS FOR EMPLOYED SPOUSES OF ELIGIBLE EMPLOYEES

In order to be eligible for coverage under the District's health insurance plan, any spouse of an eligible employee who has coverage available through an employer-sponsored group health plan must join that plan, at least on a single enrollment basis, at the first (1<sup>st</sup>) open enrollment opportunity with his/her employer. A spouse of an employee is considered to have coverage available if he/she meets the following criteria:

1. The spouse has access to continuous group coverage through employment; and
2. The spouse works more than twenty (20) hours in an average work week; and
3. The spouse is not required to make a contribution or is not required to pay more than twenty-five (25) percent of the cost of the premium.

When the spouse has enrolled in a plan maintained by his/her employer, coverage for the spouse under the District's plan will be secondary to the coverage provided by the spouse's employer's plan.

The employee will provide all information required to administer this provision through the initial enrollment form or through a Coordination of Benefits Questionnaire form.

If a spouse of an employee has coverage available through his/her employment in accord with the conditions stated above but fails to enroll for such coverage, spouse benefits paid by the District's plan are retroactive to the date on which the spouse became eligible for coverage through his/her employment and will be recovered one hundred (100) percent.

It is the responsibility of the employee to keep the Treasurer's office current about changes in family circumstances that could impact enrollment information for the health insurance plan. Information that is provided is considered to be truthful and current.

Exceptions: Employees who are married and both employed by the District and both eligible for health insurance benefits are not governed by the language of 20.04I.

**ARTICLE 21**  
Overtime / Extra Time

- 21.01 Administrators may extend the number of work hours on days when the work to be done will warrant extra time. Administrators may, with the Superintendent's approval, also extend the number of work days when the work to be done will warrant extra time. All extra work shall be first offered to those employees who normally fulfill those obligations.
- 21.02 Any employee who is in pay status for either eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week, shall receive his/her pay at time and one-half (1.5) for all hours at work over eight (8) in any one (1) day or for all hours worked over forty (40) in any one (1) week, but not both. For purposes of this Section, any hours that continuously extend into the next work day will be considered as hours worked on the day the work assignment began.
- 21.03 For purposes of calculating overtime, the pay week will be Sunday through Saturday. Notice of any change will be provided the Union thirty (30) calendar days in advance.
- 21.04 Overtime within the building shall be offered to persons regularly assigned in that building. The following regulations will determine extra time assignments:
- A. A custodian shall be offered the opportunity to be present for all athletic events and related student activities which shall include but are not limited to practices, games, tournaments, team meetings, and planning meetings; and all other events where fifteen (15) or more persons are in attendance without administrator supervision.
  - B. Custodians within each building shall work out the system under which overtime will be equitably distributed on a rotating basis among custodians within that building. Similarly, District maintenance personnel shall work out the system under which overtime will be equitably distributed on a rotating basis among maintenance personnel within the District; this procedure must ensure that the employee is qualified to perform the overtime work. The Union President will furnish the Human Resource Department with a copy of each procedure by June 15 of each year, which procedure shall then be effective from the next July through June. Each procedure shall address when and under what circumstances an employee will go on the overtime eligibility list and how overtime assignments will be covered in the event of an insufficient number of employees.
  - C. A maintenance employee substituting as a custodian in the absence of the regular employee shall receive equal share of overtime during his/her stay in the building.

- D. Maintenance employees who substitute must perform all required duties including clean-up in all areas used by the rental groups. In case of a large performance where there is an extensive amount of clean-up, additional personnel may be called in for clean-up.
- E. A weekly schedule of events shall be posted in a conspicuous place with names of the employee assigned.
- F. Maintenance employees who perform asbestos removal shall receive triple their regular rate which will apply in regular or overtime situations. Asbestos removal will be done only on an emergency basis as determined by the Board and only after the employees have received appropriate training in light of applicable legal requirements. Any required safety equipment will be furnished by the Board.

21.05 An employee called in to work will be paid a minimum of one (1) hour, at the overtime rate of time and one-half (1.5) if applicable; if, however, the employee is notified between the hours of midnight and 6:00 a.m. to report because of an alarm drop, he/she will be paid a minimum of two (2) hours.

21.06 Building checks shall first be offered to the head custodian when no weekend events are scheduled in the building. In such cases, building checks will occur one time per weekend unless the additional building checks are authorized by the Building and Grounds Supervisor.

#### 21.07 Overtime - Mandatory Meetings

Whenever any employee is required by the Board to attend meetings outside the employee's normal daily work hours, such time shall be recognized as work time and shall be paid at the employee's regular hourly rate. If attendance at such meetings results in the employee's working more than eight (8) hours per day or forty (40) hours per week such time shall be paid for at the rate of time and one-half (1.5) of the regular hourly rate. This Section does not apply to Support Staff Training Program courses/training options offered under Article 36 of this Agreement.

21.08 The Board has the right, by law, to require any employee to work on any day schools are closed as the result of any public calamity; however, no employee shall suffer any loss of pay if weather conditions prevent him/her from reporting to work. Employees required to work on such calamity days shall receive time and one-half (1.5) their regular hourly rate for all hours worked in addition to receiving their regular pay for the day.

If the District is required by law to make up days due to public calamity, all employees are required to work on such days without additional regular compensation. The Board will designate tentative make-up days on the school calendar when issued; such days will not be scheduled on a holiday listed in Article 22, Section 22.01 of this Agreement. If, in a particular school year, the

number of required make-up days exceeds the number of such days designated on the calendar, the Superintendent will consult in advance with the Union President on scheduling, recognizing that the final right to schedule such additional make-up days is reserved to the Board.

**ARTICLE 22**  
Fringe Benefits

22.01 Paid Holiday Days

- A. Employees working one hundred seventy nine (179) or more contract days per year are entitled to time off and are paid for the following holidays:

Labor Day - First Monday in September  
Thanksgiving Day - Fourth Thursday in November  
Day after Thanksgiving - Fourth Friday in November  
Day before Christmas - December 24  
Christmas Day - December 25  
New Year's Day - January 1  
Martin Luther King Day - January 19  
Presidents' Day - Third Monday in February  
Memorial Day - As determined by state legislature

- B. Employees working two hundred twenty (220) or more contract days are also entitled to time off and are paid for the following holiday days:

Independence Day - July 4  
Day before New Year's Day - December 31

Employees on a rotating schedule may be required to work on any of the above holidays.

Those employees on a rotating schedule are not automatically entitled to time off on the above holidays. Except when a rotating schedule is in place, a holiday falling on Saturday will be observed on Friday and a holiday falling on Sunday will be observed on Monday; however, in a year where back-to-back holidays fall on Friday and Saturday, the holiday falling on Friday will be observed on Thursday and the holiday falling on Saturday will be observed on Friday; in a year where back-to-back holidays fall on Sunday and Monday, the holiday falling on Sunday will be observed on Monday and the holiday falling on Monday will be observed on Tuesday.

Continuous operations employees may have the paid holiday off, if scheduled to work, providing another employee, in the same continuing operations classification, starting with the most senior available employee

will fill in. If there are no available employees, the scheduled employee must work the holiday.

- C. Any employee who works on a holiday shall receive time and one-half (1.5) their regular rate of pay for hours worked in addition to receiving their regular pay for the holiday.
- D. Employees must have accrued earnings the scheduled work day before and the scheduled work day after a holiday in order to receive pay for the holiday, or properly excused from work on either or both of those work days.
- E. Each employee shall, upon appropriate notice to the immediate supervisor, be entitled to a maximum of one-half (.5) day paid holiday for a religious observance per school year.
  - 1. Notice of use of said holiday shall be provided by the employee at least five (5) work days in advance of the anticipated absence.
  - 2. One example of this holiday would be Good Friday.

22.02 A. All employees whose annual salary notice calls for two hundred-twenty (220) or more work days are entitled to vacation with pay after having worked as a Board employee for twelve (12) months. No work outside of what is called for in the annual salary notice shall be counted toward vacation eligibility. The following is the vacation eligibility schedule:

1 through 6 years of service as a Board employee	2 weeks
7 through 14 years of service as a Board employee	3 weeks
15 through 24 years of service as a Board employee	4 weeks
25 plus years of service as a Board employee	5 weeks

The provisions of this Section supersede O.R.C. Section 9.44; however, no employee's years of service credited to that employee for vacation purposes as of the date this Agreement is ratified by the Board will be altered by operation of this provision.

- B. Employees must request vacation on a separate form. All requests are to be approved by the immediate supervisor (as identified in Article 11, Section 11.12 of the Agreement). Vacation time may not be carried over beyond June 30 of the subsequent year. The time from the date of hire to June 30 of the current year shall be applied to the vacation schedule to determine eligibility.

For scheduling purposes, employees may "lock in" vacation dates for the next vacation year (July 1 through June 30) by submitting a written request on the form between the preceding February 1 and February 15.

Each request shall specify the dates the employee wants off. If approval of any such request would be detrimental to District operations, preference will be given to the employee(s) with greater system seniority. The immediate supervisor will sign and date approvals by not later than February 28. Once approved, such pre-scheduled vacation has priority over all other non-emergency leave requests.

With respect to any vacation time not requested and approved under the preceding paragraph, the following rules will apply:

1. If vacation time is requested at least ten (10) work days in advance and approved by the immediate supervisor, such requested and approved vacation time is “locked in” and has priority over all other non-emergency leave requests. If more such requests are submitted for the same days than can be accommodated without detriment to District operations, priority will be given to those requests first submitted.
  2. If a request is submitted less than ten (10) work days in advance, the immediate supervisor may, but is under no obligation to, attempt to accommodate the request.
- C. Employees who are in (but have not completed) their first, seventh, fifteenth, twenty-fifth years of service, or who leave the District, shall receive vacation on a prorated basis.
- D. Employees who secure a vacation eligible classification shall receive pro-rata credit for all previous years of service, rounded to the next highest year.

### 22.03 Retirement / Severance

- A. The Board Treasurer shall contribute to the School Employee Retirement System (SERS), in addition to the required employer contribution, an amount equal to each employee’s contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such employees.
1. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee’s deferred salary shall be equal to that percentage of said employee’s total annual salary which is required by SERS to be paid as an employee contribution by the employee and shall be paid by the Board to SERS on behalf of the employee as a “pick-up” of the SERS employee contribution

otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for the employee and shall be payable, subject to applicable payroll deductions, to the employee.

2. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contribution to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
  3. The Board shall compute and remit its employer contribution to SERS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income the employee's total annual salary less the amount of the "pick up". The Board shall report for municipal income tax purposes as an employee's gross income the employee's total annual salary, including the amount of "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
  4. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
  5. The "pick-up" shall be a uniform percent for all employees, and shall not be at the individual employee's option.
- B. Upon approval of regular retirement, employees shall be paid twenty percent (20%) of the first fifty (50) days and forty percent (40%) of the remaining accumulated sick leave. The maximum severance pay shall not exceed eighty-five (85) days. Retirement is deemed to occur when the employee has been accepted for retirement, other than disability retirement, by SERS and has been notified of the effective date that retirement pay will begin. The employee shall then provide the Treasurer with proof of retirement in order to receive severance pay, which shall be paid in a lump sum within thirty (30) calendar days of application.
- C. An employee qualifying for severance pay under Paragraph B above will receive, in addition to such severance pay, compensation in accordance with the following schedule:

250 days accumulated sick leave	\$100.00
265 days accumulated sick leave	\$200.00
280 days accumulated sick leave	\$300.00

295 days and over

\$400.00

An additional Attendance Award of five hundred dollars (\$500.00) will be paid to an employee who has two hundred ninety-five (295) days of accumulated sick leave as of May 31 of the year of retirement and who has a ninety-seven percent (97%) attendance record based on all regularly contracted days in the employee's final three (3) years of employment.

- D. An employee who resigns with at least fifteen (15) years of continuous service with the District, but who is not eligible for service retirement under SERS, shall receive severance pay in the amount of fifty percent (50%) of his/her accumulated sick leave days up to a maximum cap of thirty (30) days.

#### 22.04 Attendance Incentive

- A. An employee who is scheduled to work a full contract year and who, at the conclusion of his/her contract year, has perfect attendance (i.e., no loss of pay due to discipline and no absence for any reason other than professional leave, vacation leave, Union leave and jury duty ) shall receive a stipend of \$250. An employee who misses not more than one (1) day shall receive \$150; an employee who misses not more than two (2) days shall receive \$100; and an employee who misses not more than three (3) days shall receive \$50.
- B. Sick days, worker compensation days, personal days, and leaves of absences will be counted as missed or un-worked contracted days.
- C. Fractions of any days missed will be added together for calculation purposes under one (1), two (2), or three (3) day categories.
- D. To be eligible, an employee must present a signed attendance verification on the prescribed form to the employee's immediate supervisor (as identified in Article 11, Section 11.12 of this Agreement) by not later than June 30. Payment shall be made not later than July 31.
- E. The attendance incentive is limited to one (1) award per person for all jobs worked.
- F. The purpose of this Section is to improve attendance, and the operation of this Section, accordingly, will be evaluated at the end of this Agreement's term to see whether such purpose has been realized.

#### 22.05 Miscellaneous Benefits

The Board extends to all employees payroll deduction privileges for Credit Union

and Tax Sheltered Annuities. No deductions will be made with respect to any new tax-sheltered annuity company unless at least five (5) bargaining unit employees elect to participate.

### **ARTICLE 23**

#### **Uniform / Clothing Allowance**

- 23.01 A. Suitable outerwear shall be provided for employees doing outside work for extended periods on a routine basis as the need is determined by the Board. Necessary equipment and gear will continue to be provided, it being also understood that, as to crossing guards, the Board will continue to provide stop signs, vests, and a sufficient number of raincoats in each building for their use.
- B. Identifying suitable outerwear, such as but not limited to, coats, jackets, pullovers, etc... for bus drivers shall be provided as the need is determined by the Board.
- C. Mechanics, Maintenance, Information and Materials Expediter and Custodial employees shall be provided a weekly uniform service. The affected employee may choose either long or short sleeves or a combination of the two. The Board will provide a sufficient number of smocks for use by MH paraprofessionals.
- D. The District shall provide, through local vendors, a total of eight (8) shirts consisting of seven (7) polo shirts and one (1) t-shirt for Food Service employees. After year one (1), the employee shall receive two (2) additional replacement shirts as needed. Shirts shall be a standard color, include a Medina logo and be available in a fabric choice of the employee.

### **ARTICLE 24**

#### **Accidents - Workers' Compensation**

- 24.01 A. For occupational injuries and illness, employees are covered by workers' compensation insurance which pays for benefits as required by law.
- B. Employees who are injured on the job have the right to use either sick leave (if the employee does not use or has no sick leave, the employee will be on unpaid status) or workers' compensation insurance.
- C. If an employee is on loss time under workers' compensation, seniority will continue to accrue for up to one (1) year from the last day worked. The employee will also continue to receive normal insurance benefits coverage for the remainder of the month in which he/she goes off work and for six (6) additional months. The employee may then receive normal benefits coverage for six (6) additional months if the employee pays fifty percent (50%) of the cost.

**ARTICLE 25**  
Employee Evaluations

- 25.01 A. All non-probationary employees will be evaluated by the end of the school year by their immediate supervisor or administrator. Employees shall have the right to make comments on their evaluations. After five (5) years of District employment an employee may be evaluated as needed but an evaluation will be required only once every three (3) years.
- B. Copies of the evaluations (following conference and signatures) will be given to the employee during a conference at which time the evaluator will discuss the employee's strengths and weaknesses. Copies of evaluations will be placed in the employee's official personnel file. The employee may attach a rebuttal letter to the evaluation to be placed in the personnel file.

The employee's signature does not necessarily denote agreement with the content or accuracy of the evaluation.

**ARTICLE 26**  
Leaves

All applications for leave and written documentation required from an employee under this Article shall be filed with the employee's immediate supervisor (as identified in Article 11,-Section 11.12 of this Agreement) with a copy to the Human Resource Department.

26.01 Assault Leave

- A. Any employee who is absent from work due to a disability resulting from an assault which occurred in the course of Board employment shall be maintained on full pay status during the period of his/her absence. The term of this leave may not exceed one hundred twenty (120) work days for each occurrence.
- B. Leave granted under this Section shall not be charged against leave granted under any other provisions of this Agreement.
- C. An employee desiring assault leave shall file the prescribed form. If medical attention is required, the employee shall provide a certificate from the licensed physician stating the nature of the disability and its duration.
- D. An employee not physically assaulted but threatened with physical harm and emotionally distraught as a result to the degree that the employee is unable to complete the day will, if the employee reports the threat to the police, receive the remainder of the day off without loss of pay. If the following workday is also taken, it will be charged to sick leave.

## 26.02 Union Leave

The Board shall provide release time of twenty (20) work days per school year for attendance by employees at OAPSE-sponsored conferences and workshops. The Union President, at least five (5) work days in advance, shall notify the Human Resource Department of any employee who will be absent for this purpose. With respect to release time for all other Union-related business (such as bargaining and grievance processing time and attendance at PACT meetings), the employee will submit the appropriate form, identifying the time as Union-related business, for approval, which approval will not be arbitrarily or capriciously withheld. Such leave shall not be deducted from the aforementioned twenty (20) day release time.

## 26.03 Attendance at Local Union Meetings

Any employee wishing to attend any Local Union meeting during work hours may do so provided that the employee notifies his/her immediate supervisor at least one (1) day in advance.

If there are two (2) or more Union members who work outside of the building that is hosting the Union meeting, only one (1) employee shall be released to attend. Time taken from that shift must be made up within three (3) consecutive days, including the day of the Union meeting. The immediate supervisor and employee shall decide on the actual schedule for make-up time, with the understanding that no employee shall stay past his/her regular end of shift time. An employee shall have the option of working through one (1) 15-minute paid break, per day to satisfy 15-minutes of make-up time.

Employees shall be allowed up to a two-hour maximum time to attend a successor collective bargaining agreement ratification meeting without need for make-up time.

## 26.04 Jury Duty Leave

Any employee subpoenaed for jury duty who is required to be at the courthouse (including travel time) for more than three (3) hours in a given day will be excused from work and paid his/her normal compensation for that day. If the employee's presence at the courthouse is required for three (3) hours or less, (including travel time) the employee shall work the remainder of his/her regularly assigned schedule to the extent that it does not conflict with the time the employee was required to be at the courthouse.

## 26.05 Court/Arbitration Leave

A. An employee who, because of his/her employment in the District, is

subpoenaed to appear as a witness, will be granted leave for such appearance.

- B. An employee receiving a subpoena and desiring leave shall notify the Superintendent or designee as far in advance as possible.
- C.
  - 1. An employee on leave shall receive full wages and benefits while on leave.
  - 2. Time spent on leave will not be charged against any other leave provisions.
- D. Because of his/her employment” shall be defined for purposes of this Section to refer to arbitrations under the grievance procedure of this Agreement, lawsuits involving the District, and incidents involving employees and/or students which the employee may have occasion to observe and/or have knowledge of because of his/her employment position.
- E. Leave shall not be used in cases where the expertise of the employee is the basis for the court appearance, but rather, for matters which specifically relate to circumstances which could only have been observed and/or known because of the employment with this District.
- F. It is mutually recognized that leave under this Section to appear as a witness need not necessarily be for the entire day but only for the portion of the day (including reasonable travel time, if applicable) when the person’s testimony is required.

## 26.06 Unpaid Leaves of Absence

### A. Illness or Disability Leave

#### 1. Eligibility

Any employee who is unable to perform satisfactorily the duties of his/her position because of personal illness or other disability, shall be granted a leave of absence without pay for the remainder of the school year or for a full school year. Such leave may be renewed for an additional school year. Where the prognosis and probable duration of the need for leave is reasonably clear, a period of leave for only the amount of time needed may be approved.

#### 2. Application

Application shall be made at the employee’s discretion. Application for renewal shall be made at least sixty (60) calendar days before

the expiration of the leave.

Application for leave or a renewal shall be accompanied by a statement from the attending physician stating the nature of the illness or disability, unless such statement is waived by the Superintendent.

3. Early Termination

Termination of leave before its expiration date, provided the request for termination is made in writing and is accompanied by a statement from the attending physician recommending return to duty, shall be at the discretion of the Superintendent.

4. Reinstatement

Application for reinstatement shall be made at least thirty (30) calendar days before expiration of the leave. Not less than ten (10) calendar days before termination of the leave, the employee shall submit a written statement from the attending physician, certifying that the employee has been medically examined and is or will be able to resume his/her duties when the leave expires. The Board may require, at Board expense, an examination by a Board-approved physician before the employee is reassigned. If the physicians' opinions are in conflict, a third opinion from a physician mutually agreed upon will be obtained, if requested by the employee, with the expense shared equally by the employee and the Board.

B. Employees with one (1) or more years of system seniority may be granted the following leaves:

1. Parental Leave

a. Eligibility

Parental leave of up to twelve (12) months, without pay, will be granted to an employee for the purposes of childbearing or child-rearing. This leave, upon request of the employee, shall be extended for one (1) additional school year provided the request is made in writing to the Superintendent on or before July 1 immediately preceding the school year for which the extension is requested.

b. Application

Application shall be made in writing not later than thirty (30)

work days prior to the effective date for such leave and shall state the duration of the leave. The initial request shall not exceed the child's first birthday.

c. Reinstatement

If the employee desires to be reassigned to duty following termination of such leave, application for reinstatement must be made, in writing, at least thirty (30) calendar days before the expiration of such leave or as hereinafter specified. Such request shall be accompanied by a statement from the attending physician certifying that the employee is both physically and emotionally able to resume his/her duties. The Board may require, at the Board's expense, an examination of the employee by a physician selected by the Board. Reinstatement shall be made as soon as feasible after the proper application has been submitted, and no later than the beginning of the next school year. Reassignment shall be at the discretion of the Superintendent.

Upon return to service, the employee shall resume the status held prior to leave except as may be otherwise specified by law.

If the approved leave is for sixty (60) work days or fewer, the employee's position will be filled with a substitute and the employee shall resume the assignment held prior to the leave, provided the position is still in existence. If the position is not in existence, the employee will be assigned to a comparable position at the Superintendent's discretion.

2. Miscellaneous Unpaid Leave

An unpaid leave for up to twenty-four (24) consecutive calendar months may be granted by the Superintendent for reasons not addressed elsewhere in this Section. Application for leave shall be submitted in writing at least thirty (30) work days prior to the beginning of the leave and shall state the duration of the leave, which must terminate effective with the beginning of a school year.

Termination of such leave before its expiration date, provided a written request for termination is made by the employee not less than sixty (60) days before the requested date, shall be at the discretion of the Superintendent.

## 26.07 Family Leave

An eligible employee may use unpaid family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993 as follows:

- A. An employee desiring to use family leave shall give written notice at least thirty (30) calendar days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave. The employee's notice must specify that "Family Leave" will be the type of leave taken.
- B. During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for an employee on the active payroll to continue participation in insurance fringe benefits provided under Article 20 of this Agreement.
- C. Instead of taking family leave, an employee may opt to take other forms of unpaid leave under Section 26.06 of this Article if eligible for the particular leave. Should an eligible employee opt to take another form of unpaid leave in conjunction with the family and medical leave act, the family and medical leave act must be taken prior to taking other contractual unpaid leave.

## 26.08 Adoption Leave

- A. An employee is eligible, upon adoption of a child in the United States, to use accumulated sick leave for up to a total of six (6) calendar weeks, which may be taken before and/or after the date custody is received. Such leave must be taken within a 12-month period, during which period custody is received. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed six (6) calendar weeks. The Board may require evidence of adoption and the employee is eligible for such leave no more than once per school year.
- B. If a child outside of the United States is adopted, the provision of A above will apply with the further understanding that accumulated sick leave may be used for up to a total of eight (8) calendar weeks, which may be taken before and/or after the date custody is received, and the scheduling of leave will be arranged between the employee and the Superintendent or designee. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed eight (8) calendar weeks. Such leave must be taken within a 12-month period, during which period custody is received.

## 26.09 Insurance Benefits While on Unpaid Leave or Layoff

- A. Employees on approved leave without pay or layoff status will continue to receive normal benefit coverage for the remainder of the month in which the leave or layoff began, after which COBRA rights may be exercised.
- B. Regular non-probationary employees who exhaust sick leave and are on leave pursuant to paragraph C of Section 26.12 of this Article will continue to receive normal insurance benefits coverage for the remainder of the month in which the leave began, and for three (3) additional months. The employee may then receive normal benefits coverage for six (6) additional months if the employee pays fifty percent (50%) of the cost. Benefits may then be purchased for the remainder of the leave.
- C. All insurance coverage shall be continued for employees on an unpaid leave provided that at the beginning of each month the employee makes a payment of the premium for such coverage to the office of the Treasurer.
- D. Employees on layoff status may purchase benefits in the same manner for three (3) months after the layoff. Employees with at least one (1) year of system seniority following their probationary period prior to being laid off may purchase benefits for eight (8) months after the layoff.

It is further understood and agreed that, in the case of an employee qualified for insurance benefits prior to implementation of a reduction in force but who, as a result of such reduction, is not actually laid off but receives lower work hours falling below the insurance eligibility threshold, the employee will maintain his/her prior insurance benefits status for a period not to exceed one (1) year immediately following the effective date of the reduction in force.

## 26.10 Personal Leave

- A. Each employee shall, upon giving the appropriate notice, be entitled to a maximum of three (3) days of non-accumulative personal leave per school year, to be taken in minimum one-fourth (.25) day increments.
- B. Any new employee in employment status prior to January 1st shall be entitled to three (3) days personal leave. Those new employees who begin work after December 31st, but prior to May 1st, shall be entitled to two (2) days of personal leave. Those new employees who begin work after April 30th of any school year, shall be entitled to one (1) day of personal leave.
- C. The year for personal leave shall be July 1st to the succeeding June 30th.
- D. Notice of intent to use personal leave shall be provided by completing and

delivering the prescribed form at least five (5) work days in advance of the anticipated absence. However, in the case of an emergency, notice shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the absent employee's duties can be made.

- E. Personal leave will not be used to extend a vacation school holiday or break or for the purposes of recreation, vacation, any activity for which the employee receives compensation, pursuing another job, self employment, or for accompanying a spouse on a business trip. A violation of this provision is grounds for termination. Personal leave will not be approved the day before or the day after vacations, paid holidays, or any recess.
- F. It is the intent of the Section to provide employees with a means of dealing with personal matters that cannot be handled except during school hours.
- G. Not more than five percent (5%) of a position will be granted personal leave on a given day.
- H. Exceptions to the above-stated provisions can be granted only by the Superintendent.
- I. All unused personal leave days shall convert to sick leave as of June 30.

#### 26.11 Professional Leave

Employees may be granted professional leave with pay to attend workshops and/or seminars directly related to their specific job classification. Such leave must be requested ten (10) work days in advance. Attendance shall be limited to no more than five percent (5%) of a position; exceptions to this provision can be granted by the Superintendent.

#### 26.12 Sick Leave

- A. Employees earn one and one-fourth (1.25) days of sick leave per month, or fifteen (15) days per year, to be taken in minimum one-fourth (.25) day increments. Less than eight (8) hour employees sick leave days shall continue to be proportionate to the number of hours they work. Sick leave can be accumulated to three hundred fifteen (315) days. Sick leave may be used for personal illness, family illness, hospital confinement, and/or death in the immediate family.
- B. The "immediate family" shall be defined as: spouse, father, mother, brother, sister, son, daughter, any corresponding foster or step relation, and any relative who clearly stands in the same relationship to the employee. For purposes of care giving/attending funerals of the following, sick leave will be limited to 5 days per year: grandmother, grandfather,

grandson, granddaughter, legal guardian of the employee, and any relative residing in the same home with the employee. Sick leave may also be used for the day of the funeral in the event of death of the employee's niece, nephew, aunt, uncle, or cousin.

- C. An employee who has exhausted all sick leave may, upon the recommendation of the Superintendent, be awarded days off without pay for purposes that would otherwise be covered by sick leave. A written request for this leave must be submitted to the Human Resources Department.

#### 26.13 Sick Leave Bank

- A. An employee with sixty (60) or more days of accumulated sick leave may, in a particular school year, give up to five (5) days of such leave to an eligible recipient to be used for the recipient's personal illness or injury.
- B. Eligibility
  1. Has exhausted all accumulated or advanced sick leave credit.
  2. Has suffered a catastrophic illness or injury verified by a physician.
  3. Has a spouse or child suffering from a catastrophic illness or injury verified by a physician.
  4. Has been absent for thirty (30) consecutive work days.
- C. No recipient shall receive more than forty-five (45) days of sick leave from other employees over the total course of the recipient's employment by the Board. Any sick leave given under this provision will be forever forfeited by the donating employee.

#### 26.14 Military Leave

A bargaining unit member engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable federal and Ohio law.

### **ARTICLE 27** Transportation

#### 27.01 General Provisions

- A. A bus route refers to a driver's full day of regular driving time exclusive of field trips. Three (3) basic runs make up a "route": AM, PM, and mid-day runs. These AM and PM runs transport students from home to school and from school to home.
- B. Mid-day runs include all runs regularly scheduled between the end of the

AM runs and the start of the PM runs.

- C. The Transportation Manager (or designee) will establish all bus routes.
- D. The combined AM/PM runs of a route, inclusive of pre-trip and post trip inspection time, shall be guaranteed a minimum of four and one-half (4.5) work hours. A mid-day run that transports students from home to school and from school to home shall be-guaranteed a minimum of one and three-quarters (1.75) work hours.
- E. Drivers' hours need not be balanced equally between AM and PM runs.
- F. A driver may only work a combination of AM, PM, and mid-day runs that do not in the aggregate exceed eight (8) hours per day. Should a combination evolve into more than the maximum permissible hours after it is bid, the Transportation Manager shall reassign and adjust as necessary to stay within the maximum limit.

## **ARTICLE 28**

### Posting and Bidding of Routes

#### 28.01 Route Bidding

- A. All drivers shall receive, prior to the last student school day, a written notice indicating the date, time, and place for the annual August route bid meeting applicable to the next school year.
- B. Complete routes containing the bus number, the schools served, an approximate estimate of the number of students, AM check-in time, PM check-in time, AM and PM start times, the approximate AM and PM return times, and the total number of hours shall be posted in the Transportation Department for review by drivers no later than three (3) work days prior to the annual bid meeting date.
- C. During the three (3) day review period, each driver is entitled to make an appointment for up to one (1) hour of paid time to review the route, discuss the route with the Transportation Manager, and take the assigned bus, if available, on a run.
- D. The annual August route bid meeting shall begin at 9:00 AM at a designated building where all drivers can view the routes for bid. Time at this meeting will be paid at the driver's hourly rate.
- E. For bid eligibility, a driver must give the Transportation Manager his/her completed medical form, show a valid commercial driver's license, and show evidence of having completed an annual driver record check by July 15. If a driver takes but does not pass this required physical, the driver

shall have until August 1 to pass and thus be eligible to bid.

- F. Drivers will bid by seniority (in order of classification seniority) and shall be allowed no more than ten (10) minutes to exercise his/her selection. If a driver does not select in the allotted time, he/she shall then bid after all drivers have had an initial opportunity to bid.
- G. A driver who cannot be present may bid by proxy. All proxies must be in writing, dated, and signed by the driver and submitted to the Transportation Manager prior to the annual bid meeting. A driver absent from the bid meeting who does not bid by proxy shall be assigned when the absent driver's turn to bid comes, the next available route with the most hours. Such assignment is not grievable or otherwise open to challenge.
- H. All routes shall be effective the first student day of the school year.
- I. A bus assigned to a route at the beginning of the school year will be maintained on that route unless changed by the Transportation Manager (or designee) or required by unforeseen circumstances such as accidents or mechanical problems.
- J. Drivers who bid routes that service kindergarten and special needs students shall be required to contact the parents of such students prior to the start of the student's school year. Such time shall be paid at the driver's regular rate.

#### 28.02 Route Vacancies

- A. This Section supersedes the provisions of Article 8 of this Agreement for the purpose of filling route vacancies.
- B. Permanent Vacancies
  - 1. A permanent vacancy occurs when the Board no longer employs an employee who has a bid route or when an employee with a bid route has transferred to another classification and has completed any trial period that may be applicable to such transfer.
  - 2. A permanent vacancy that occurs during the school year will be posted for bid for three (3) full work days and awarded on the next work day. Any resulting permanent vacancy will in turn be posted and awarded, as above. For posting purposes, a work day is considered to begin at 8:00 AM and end at 5:00 PM. The bid shall be awarded to the driver with the most classification seniority who bids the position.
- C. Only one (1) regular route change per driver per year will be permitted.

D. Day-to-Day Vacancies

1. When a driver with a regular route is absent, the following procedure shall be used to fill the route:
  - a. AM/PM Runs
    - (i) Unassigned driver;
    - (ii) Available substitute driver.
  - b. Mid-Day Run
    - (i) A regular driver off a rotational list comprised of drivers not maintaining a mid-day run (For purposes of this provision, the mid-day portion of a special education route is deemed to be a mid-day run);
    - (ii) Available substitute driver
2. When a mid-day run driver has been off for more than ten (10) consecutive work days, or the Transportation Manager has knowledge that the driver will be off for more than ten (10) consecutive work days, the mid-day run will be filled by offering the run to the available driver with the most classification seniority not having a mid-day run and continuing on such seniority basis until a driver accepts the position. For purposes of this provision, the mid-day portion of a special education route is deemed to be a mid-day run.

28.03 Work Year

Drivers work the student calendar year adopted by the Board with adjustments for non-public and career center routes, parent-teacher conference days, and teacher work days when students are not in attendance.

28.04 Nonpublic/Special Education and Career Center Routes When District Schools Not In Session

When parochial or other schools serviced by the Board's Transportation Department are in session, but public school is not, the non-public/special education and career center route's regular driver will be offered the work for those days. If the regular driver declines, other regular drivers will be offered the run on the basis of classification seniority. If no other regular drivers are interested, substitutes will be asked. If no substitutes are available, the least senior driver normally assigned to such routes will be required to drive the route. Any driver who takes the route is responsible for, and will be held accountable for, performing the route satisfactorily.

**ARTICLE 29**  
Field Trips

29.01 Definitions

- A. Field trips are non-contracted activities over and above a driver's contracted route assignment under Article 28 of this Agreement. All field trips shall fall into one of the following categories:

AM Trips: Trips scheduled to begin during the regular school day and prior to the beginning of the first PM run, Monday through Friday. All drivers are eligible to bid. A driver with a scheduled mid-day run cannot accept a field trip that interferes with the mid-day run.

PM and Week-End Trips: Trips scheduled to begin after the PM run begins or on Saturdays, Sundays, holidays, conference days, in-service days, and vacation periods during the regular school year. All drivers are eligible to bid.

Extra Trips: All field trips received or returned to the Transportation Office (except emergency trips) after Thursday's bidding will be considered an extra trip.

Emergency Trips: A trip returned by a driver after assignment or a trip submitted to the Transportation Office with less than twenty four (24) hours advance notice of the scheduled departure time.

- B. The provisions of this Article do not apply to student club activities or to any school-sponsored function in which sixteen (16) or fewer students are transported to and/or from the function. Where the provisions of this Article do apply, it is understood that field trips will be offered in accordance with this Article but that, if no available driver accepts a trip, the Board has no further duty under this Article with respect to such trip and may proceed to offer the trip to any available substitute driver. If no substitute is available, the regular driver with the least classification seniority who is available may be required to cover the trip. It is further understood that this Article is not intended to preclude the occasional use of a chartered vehicle to transport students in special circumstances; the Business Manager (or designee) will furnish the Union President written notice of each such use.

29.02 Bidding Non-Emergency Field Trips

Upon submission to the Transportation Office, field trips shall be logged, numbered, and placed on the applicable bid list for posting.

Rotational bid lists shall include all eligible contracted drivers and become

effective on the first student day and end with the last student day of each school year with no carry-over credit from year to year.

The procedures for posting and bidding field trips shall be as follows:

- A. Field trips for the next week, Sunday through Saturday, will be posted by noon on Tuesday of each week.
- B. Eligible contracted drivers will bid their choice of trips by seniority (in order of classification seniority) on the initial bid of the year. Drivers will be assessed on (1) point for each trip accepted as well as one (1) point for each trip refused if they are available for such trip.
- C. To be eligible to bid, eligible contracted drivers shall sign-up at the August bid meeting to be placed on the field trip bidding list. If a driver is not present at the August bid meeting and does not sign-up by proxy, the driver will be accorded five (5) calendar days after the date of the bid meeting within which to sign-up.
- D. All newly contracted drivers may, upon written notice to the Transportation Manager (or designee), be added to the field trip bidding list with points equal to the least senior driver.
- E. For the purpose of bidding all eligible contracted drivers shall be considered "available" as long as the field trip's scheduled depart time or scheduled return time does not conflict with the driver's regularly contracted work hours or another field trip.
- F. Eligible contracted drivers shall indicate their choice of field trips for the week on the field trip bid form (Appendix B) The field trip bid form shall be signed, dated and turned into the Transportation Manager (or designee) by 9:30 AM each Thursday.
- G. The Transportation Manager (or designee) will begin awarding field trips for all eligible contracted drivers each Thursday at 9:45 AM. Bidding shall be done, in writing, on a rotating seniority basis (in order of classification seniority starting with the most senior driver) as established on the initial bid of the year. Bidding shall continue each week with the most senior driver who has the fewest accumulated points.
- H. Drivers off on any type of extended paid or unpaid leave shall not be eligible to bid or take field trips.
- I. All field trips received or returned to the Transportation Office (except emergency trips) after Thursday's bidding will be considered an extra trip. Extra trips shall be posted and assigned off the appropriate rotational bid list.

- J. A driver can only bid those field trips whose hours do not conflict with his/her regular work hours.
- K. A driver may only bid multiple trips if there are at least two (2) hours between the end of the trip and beginning of the second trip.
- L. Drivers shall not be considered available if they are on pay status with the Transportation Department at the time of the scheduled field trip.

#### 29.03 Extra Trips

All extra trips shall be posted in the following manner:

- a. by date of trip
- b. multiple trips for the same day will be randomly assigned a number for the purpose of posting.

All extra trips shall be posted daily by 9:00 am and shall remain posted until 9:15 am the following day at which time they will be taken down and assigned using the appropriate rotational chart.

#### 29.04 Emergency Trips

Emergency trips shall not be subject to the bidding procedure in Section 29.02 of this Article. The acceptance or non-acceptance of these trips shall be recorded.

The Transportation Manager (or designee) shall decide how quickly emergency trips need to be assigned.

A driver who accepts or rejects an emergency trip shall not lose his/her turn on any rotational bid list.

#### 29.05 Trips Rescheduled, Cancelled, or With Changed Times

If the date and/or time schedule of an assigned field trip is changed, the driver may keep the trip only if it does not conflict with the driver's regular work hours.

If the driver elects not to drive the trip due to changes that do not conflict with this procedure, a non-acceptance will be recorded on the appropriate bid list.

If an assigned field trip is cancelled after the driver arrives for pickup, the driver will receive one (1) hour of pay for Monday through Friday trips, and two (2) hours of pay for trips on Saturday, Sunday, or a Board-paid holiday. The driver's assessed point will be removed.

#### 29.06 Trips Accepted and Then Returned

It is understood that if a driver returns an assigned field trip, he/she must do so

as soon as possible in order for the Transportation Manager (or designee) to obtain a replacement driver.

Trips picked during the bidding process and then returned shall not affect the current rotation.

Drivers who accept and then return more than four (4) trips in a school year are subject to removal from any or all rotational charts for the next six (6) work months.

#### 29.07 Field Trip Pay

- A. Drivers will be compensated for field trips at their regular rate of pay.
- B. Drivers will be paid a minimum of one (1) hour if the field trip is less than one (1) hour.

#### 29.08 Overnight Trips

When a field trip is scheduled that requires the driver to be gone overnight, the following procedure applies:

- A. The trip will be assigned per the aforementioned field trip bidding procedure.
- B. The driver will receive a minimum of eight (8) hours pay for each twenty-four (24) hour period. The driver's meals and lodging will be paid by the Board. A driver(s) may be required to share a room.

### **ARTICLE 30** General Transportation

#### 30.01 On-Bus Instructors

- A. On-Bus Instructors will be selected by the Transportation Manager and certified by the State Department of Education.
- B. The Transportation Manager will attempt to equalize the training hours for these trainers.
- C. On-Bus Instructors are limited to a maximum of hours as indicated in Article 27, Section 27.01, Paragraph F of this Agreement.
- D. On-Bus Instructors who train for driver candidates shall receive an additional \$0.75 per hour over their hourly rate while performing training responsibilities.

- E. On-Bus Instructors shall be limited to eighteen (18) hours of training time per driver candidate unless otherwise approved by the Transportation Manager (or designee).

### 30.02 Reimbursement

In addition to items covered in Article 15, Section 15.02 of this Agreement, the Board will reimburse a driver for the actual cost of CDL renewal up to \$50.

### 30.03 Miscellaneous

- A. Except in a valid emergency, a driver must report his/her absence prior to 5:30 AM of the day of absence, by 9:00 AM for a mid-day run, and by 11:00 AM for a PM run. Whether a valid emergency exists will be determined case-by-case.
- B. It is understood that drivers may be required to perform duties other than driving, related to the Transportation Department. Such duties will be assigned by the Transportation Manager (or designee) based on individual work schedules.
- C. Extra work that may occur during the year will be posted and offered by classification seniority to regular drivers and then to an available substitute driver.
- D. A driver required to wash the outside of his/her bus during the school year shall be paid a minimum of one-half (.5) hour at his/her hourly rate.
- E. A driver may request that a time study be done if the driver is unable to complete a route or one of its runs within the designated time. The Transportation Manager (or designee) shall do the study. A Union-designated representative may accompany the Transportation Manager (or designee) in doing the study but will not be paid for such time. Time studies will be completed within thirty (30) days of the request.

Routes may be adjusted only by the Transportation Manager following discussion with the driver with or without a time study.

Routes may be adjusted accordingly and wages paid or deducted retroactive to the date the time study was requested.

- F. The Board shall pay for annual physical examinations sponsored by the Board. The Transportation Manager shall designate physicians for this purpose.

#### 30.04 Drug Testing

Employees who perform a safety-sensitive function are required to submit to drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations as reflected in Board policy.

### **ARTICLE 31** Drivers of District Vehicles

#### 31.01 Drivers of any District Vehicles

- A. If a driver who is required to drive a District vehicle in the course of his/her employment is charged with and/or convicted of any traffic violation except parking, the driver shall notify his/her immediate supervisor in writing of such violation, regardless of the nature of the violation or the type of vehicle which was driven at the time.
- B. If the license of a driver who is required to drive a District vehicle in the course of his/her employment is suspended, revoked, canceled, or if he/she is disqualified from driving, he/she shall notify his/her immediate supervisor in writing of such . The notification must be made by the end of the next business day following receipt of the notice of the suspension, revocation, cancellation, lost privilege or disqualification.
- C. Any employee required to have a CDL for purposes of employment whose CDL is suspended, revoked, or canceled, or if the employee is disqualified from driving, or he/she fails to pass re-certification, the employee shall be placed on unpaid leave for up to sixty (60) calendar days. If the employee passes all such requirements within the 60-day leave, the employee shall be reinstated to his/her regular route. An employee who fails to meet these requirements shall be released from employment without the necessity of action by the Board.
- D. The employee will be furnished a copy of any document placed in his/her personnel file as a result of the operation of the terms of this Article.

### **ARTICLE 32** Miscellaneous

32.01 Effective with the 2013-14 school year, The Board agrees to provide copies of this Agreement for all employees in a PDF electronic format. The Union President shall receive twenty five (25) additional printed copies as well as a copy in electronic format.

- 32.02 The Board and the Union agree that for the duration of this Agreement there shall be no strikes, lockouts, or work stoppages.
- 32.03 Departmental Handbooks will be prepared and provided to each applicable employee as well as two (2) copies to the Union President.
- 32.04 Each employee is responsible for promptly notifying the Human Resource Department in writing of any additional occupational training that has been completed and/or any change in marital status, home address, or home telephone number.
- 32.05 In consideration for the Union's agreement to a two (2) year contract term, the Board agrees for the duration of this Agreement not to subcontract work regularly and traditionally performed by bargaining unit employees if such subcontracting causes the layoff of a bargaining unit employee or a loss of pay and/or regularly scheduled (e.g., non-overtime) work hours with respect to a bargaining unit employee. Otherwise, unless specified to the contrary elsewhere in this Agreement, the subcontracting of work is not open to challenge.

**ARTICLE 33**  
Work Schedules

- 33.01 A. All eligible employees shall receive, consistent with the efficient operation of the building, not less than a 30-minute nor more than a 60-minute unpaid, uninterrupted meal break except in cases of emergency. Unless otherwise required by the employee's immediate supervisor (as identified in Article 11, Section 11.12-of this Agreement), employees shall be permitted to leave their work site during their unpaid meal time provided the employee signs out on leaving and signs in upon returning (noting the time in each case), and provided further that in no event will a building be left unattended; the immediate supervisor will not withhold permission to leave under this provision arbitrarily or capriciously. The employee shall have the right to take his/her meal period from 3.5 to 5 hours after the start of the shift.
- B. The work schedule of any employee shall not be permanently changed without first a consultation between the supervisor and employee.
- C. An employee regularly scheduled to work more than five (5) consecutive hours shall receive one (1) fifteen-minute paid break. An employee regularly scheduled to work eight (8) consecutive hours, exclusive of the unpaid lunch period, shall receive two (2) fifteen-minute breaks. Breaks will be scheduled in consultation with the immediate supervisor, may or may not occur in the middle of the work shift, and, consistent with the efficient operation of the building, may or may not be taken in conjunction with the meal break addressed in Paragraph A above (except that in no case will a combined meal and break period exceed 60 minutes).

- 33.02 A. The regular work week for all employees, except where a continuous operation is in effect and affected employees are scheduled on rotational shifts and/or work weeks in order to achieve an equitable distribution of days off, shall be Monday through Friday.
- B. Employees' daily work schedules shall not be permanently changed or increased for more than four (4) hours except for a short-term emergency.
- 33.03 An employee regularly or temporarily assigned to work a third shift starting approximately at or after 11:00 p.m. will receive a shift differential of \$0.30 added to his/her hourly rate for such third shift hours worked.

**ARTICLE 34**  
Management Rights

- 34.01 Except as otherwise provided in this Agreement, the Board reserves and retains all managerial rights and responsibilities vested in it by law.
- 34.02 The exercise of the foregoing rights and responsibilities, and the use of judgment and discretion by the Board and the Administration in connection therewith, shall be limited only by the express provision of this Agreement.
- 34.03 The Administrators of the Board may continue on an occasional or as-needed basis to perform work normally performed by bargaining unit employees; they will not perform such work, however, if it results in the restructuring of a bargaining unit position accompanied by a loss of hours normally associated with that position, the layoff of any bargaining unit employees, or the elimination of any bargaining unit positions.

**ARTICLE 35**  
Conflict with Law

If any provision of this Agreement is found to be in conflict with federal or Ohio law, that provision shall be inoperative but all other provisions shall remain in force and effect. Representatives of the Union and the Board shall promptly meet to bargain with respect to the subject matter of the inoperative provision.

**ARTICLE 36**  
Support Staff Training Program

- 36.01 The Board will establish a Support Staff Training Program as a means of providing bargaining unit employees with opportunities for personal and professional growth. Participation in this Program is voluntary. The following provisions shall apply:
- A. An employee who accumulates twelve (12) Continuing Education Units

(CEUs) will be granted a \$0.25 hourly rate increase for the remainder of the employee's employment in the District. One (1) CEU is equivalent to eight (8) clock hours of in-service training secured outside the employee's regular working hours

- B. Employees may only use in-service training hours that appear in the approved menu created under Paragraph F below or that are specially approved in advance by the PACT Committee.
- C. In-service training activities may be Board-sponsored or may be activities approved and provided by outside agencies or organizations.
- D. Employees may secure up to a total of three (3) separate, cumulative hourly rate increases during their employment in the District under Paragraph A above (i.e., 1<sup>st</sup> increase: \$0.25; 2<sup>nd</sup> increase: additional \$0.20; 3<sup>rd</sup> increase: additional \$0.20).
- E. Evidence shall be required for all completed training on forms designed for this purpose. Upon accumulation of the necessary number of CEUs, and the filing of evidence of this accomplishment with the program facilitator identified in Paragraph G below, the program facilitator will then forward proof of completion to the Business Office. A rate increase shall become effective on the following January 1<sup>st</sup> or July 1<sup>st</sup>, as appropriate.
- F. A menu of approved course/training options will be available at various times throughout the year to employees. The Administration will review the menu, and any subsequent additions or deletions, with the PACT Committee prior to finalization. Hours of training required for an employee to obtain or maintain a license, certificate, or other credential legally required as a condition for working in a bargaining unit position will be included in this menu.
- G. A co-curricular contract for a support staff employee will be issued each year in the amount of nine hundred dollars (\$900.00) for a clerical and program facilitator for the SSCD program.

<b>CLASSIFICATION/ POSITION</b>	<b>SHIFT</b>	<b>MINIMUM HOURS PER DAY*</b>	<b>MINIMUM DAYS PER YEAR*</b>
<b>FOOD SERVICE CLASSIFICATION</b>			
A. Manager	1, 2	7	<b>179</b>
B. Cashier	1, 2	4	<b>179</b>
C. Cook**	1, 2, 3	3	<b>179</b>

D.	Server	1, 2	2	179
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**SECRETARY CLASSIFICATION**

A.	Financial	1, 2, 3	4.5	199 - 247.5
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B.	Administrative	1, 2, 3	4.5	199 - 247.5
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C.	General	1, 2, 3	4.5	199 - 247.5
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D.	Receptionist	1, 2, 3	4.5	199 - 247.5
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**COMPUTER OPERATOR CLASSIFICATION**

A.	Student Information Reporting Coordinator	1	4	179
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B.	Computer Operator	1, 2	6	199
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**MAINTENANCE CLASSIFICATION**

A.	HVAC Coordinator	1, 2	8	247.5
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B.	Maintenance Coordinator	1, 2	8	247.5
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C.	Repairman Specialist	1, 2, 3	8	247.5
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D.	Repairman	1, 2, 3	8	247.5
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E.	Repairman Apprentice	1, 2, 3	8	247.5
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F.	Laborer	1, 2, 3	8	247.5
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**CUSTODIAL CLASSIFICATION**

A.	Custodial Services Coordinator	1,2	8	247.5
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B.	Head Custodian	1, 2	8	247.5
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C.	Assistant Head Custodian	1, 2, 3	8	247.5
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D.	Custodian	1, 2, 3	8	<b>247.5</b>
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**INFORMATION & MATERIALS CLASSIFICATION**

A.	Information & Materials Expediter	1, 2, 3	8	<b>247.5</b>
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**PARAPROFESSIONAL CLASSIFICATION**

A.	Instructional Paraprofessional***	1	2	<b>180</b>
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B.	Support Paraprofessional	1	2	<b>180</b>
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**TRANSPORTATION CLASSIFICATION**

A.	Head Bus Driver	1	6	<b>179</b>
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B.	Bus Driver	a.m. only	1.5	<b>179</b>
		p.m. only	1.5	<b>179</b>
		a.m. & p.m.	4.5	<b>179</b>

C.	District Driver	a.m. only	1.5	<b>179</b>
		p.m. only	1.5	<b>179</b>
		a.m. & p.m.	4.5	<b>179</b>

D.	Transportation Dispatcher	1, 2	4.0	<b>179</b>
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**MECHANIC CLASSIFICATION**

A.	Head	1	8	<b>247.5</b>
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B.	Mechanic	1, 2	8	<b>247.5</b>
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C.	Mechanic's Helper	1, 2	8	<b>247.5</b>
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\* The above minimum-hours and minimum-days provisions apply to all incumbent employees as of July 1, 2001, except for any incumbent custodians whose minimum hours are currently fewer than 8 per day. In recognition that, with respect to certain positions within classifications (as identified below), the need for work may be less than the minimum hours and minimum days specified, the parties agree that, as to employees hired after June 30, 2001, in the following positions, deviations from these minimums may occur but will in no event result in fewer than

4 hours per scheduled work day:

Custodian (up to 14 positions overall, but in no event more than 1 position per shift at a particular site)

Repairman (up to 1 position)

Repairman Apprentice (up to 2 positions)

Laborer (up to 2 positions)

Printer (up to 1 position)

Mechanic (up to 2 positions)

Mechanic's Helper (up to 2 positions).

\*\* It is mutually understood that hours for any Cook employed prior to July 1, 1981, shall remain at the previous level unless reduced in accordance with this Agreement, but in no event shall such hours be fewer than four (4) per day.

\*\*\* Incumbent paraprofessionals employed in the media centers as of July 1, 1996 will be 201 days contract minimum.

**179 Days - Nine Month Contract**

All days schools are in session

**199 Days - Ten Month Contract**

All days schools are in session, plus 10 work days before the opening of school and 10 work days after the close of school

**247.5 Days - Twelve Month Contract**

All work days during the year less earned vacation

ARTICLE 37

Duration

This Agreement shall become effective 12:01 a.m., July 1, 2012 and will continue in full force and effect until 11:59 p.m., June 30, 2014.

THE UNION

MEDINA CITY SCHOOLS  
BOARD OF EDUCATION

Mark R. DeFoor  
President Local #305

[Signature]  
President

Nanette Johnson  
Union Field Representative

[Signature]  
Superintendent

Kathy DeLucia  
Bargaining Team Member

[Signature]  
Treasurer

Molly M. O'Connor  
Bargaining Team Member

[Signature]  
Bargaining Team Member

[Signature]  
Bargaining Team Member

[Signature]  
Bargaining Team Member

Karen Platz  
Bargaining Team Member

[Signature]  
Bargaining Team Member

Employee Salary Schedules														
2012-13														
	Step A	Step B	Step C	Step D	Step E	Step F*	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N
Cafeteria Mgr SR.	12.81	12.94	13.07	13.20	13.33	13.46	13.58	16.00	16.18	16.35	16.52	16.70	16.87	17.04
Cafeteria Mgr JR.	12.81	12.94	13.07	13.20	13.33	13.46	13.58	16.00	16.18	16.35	16.52	16.70	16.87	17.04
Cafeteria Mgr Elem.	12.81	12.94	13.07	13.20	13.33	13.46	13.58	16.00	16.18	16.35	16.52	16.70	16.87	17.04
Cafeteria Cashier	11.32	11.45	11.59	11.71	11.84	11.97	12.10	14.14	14.31	14.49	14.65	14.84	14.99	15.19
Cafeteria Cook	11.01	11.14	11.27	11.39	11.54	11.66	11.79	13.75	13.94	14.09	14.29	14.44	14.64	14.79
Server	9.27	9.39	9.53	9.66	9.78	9.91	10.06	11.57	11.75	11.92	12.10	12.27	12.45	12.62
Financial Secretary	18.07	18.48	18.90	19.31	19.73	20.17	20.58	20.78	20.98	21.18	21.36	21.55		
Administrative Secretary	16.77	17.18	17.60	18.01	18.43	18.87	19.28	19.48	19.68	19.88	20.06	20.25		
Secretary	15.49	15.90	16.32	16.73	17.15	17.59	18.00	18.20	18.40	18.60	18.78	18.97		
Receptionist	14.19	14.60	15.02	15.43	15.85	16.29	16.70	16.90	17.10	17.30	17.48	17.67		
Computer Operator	14.65	15.07	15.49	15.95	16.36	16.78	17.20	17.39	17.58	17.77	17.97	18.17		
Custodian	14.90	15.44	16.01	16.54	17.09	17.63	18.19	18.38	18.59	18.77	18.97	19.16		
Head Cust. SR.	17.01	17.40	17.78	18.17	18.57	18.95	19.35	19.54	19.73	19.93	20.12	20.32		
Asst Head Cust. SR.	15.89	16.34	16.78	17.24	17.70	18.15	18.61	18.80	18.99	19.20	19.38	19.58		
Head Cust. JR.	16.72	17.12	17.53	17.92	18.30	18.69	19.08	19.27	19.46	19.65	19.85	20.04		
Asst Head Cust. JR.	15.76	16.25	16.69	17.14	17.60	18.06	18.50	18.70	18.88	19.08	19.27	19.48		
Head Cust. Elem	16.55	16.94	17.32	17.71	18.11	18.50	18.89	19.07	19.27	19.46	19.67	19.85		
Asst Head Cust. Elem.	15.49	16.03	16.60	17.13	17.68	18.22	18.78	18.97	19.18	19.36	19.56	19.75		
Custodial Services Coord	19.54	19.82	20.12	20.42	20.71	20.99	21.29	21.48	21.68	21.87	22.07	22.26		
Instructional Aide	13.52	14.08	14.66	15.20	15.78	16.36	16.91	17.10	17.29	17.48	17.68	17.88		
Support Aide	12.02	12.62	13.21	13.80	14.38	14.99	15.55	15.77	15.96	16.15	16.35	16.54		
Info. & Materials Expediter	16.36	16.61	16.90	17.20	17.48	17.76	18.04	18.23	18.43	18.62	18.82	19.00		
Maint Coord	19.54	19.82	20.12	20.42	20.71	20.99	21.29	21.48	21.68	21.87	22.07	22.26		
HVAC Coord	20.81	21.09	21.39	21.69	21.98	22.26	22.56	22.75	22.95	23.14	23.34	23.53		
Repairman Specialist	17.53	18.00	18.48	18.95	19.43	19.91	20.37	20.57	20.76	20.95	21.15	21.33		
Repairman	16.66	17.10	17.55	18.00	18.43	18.87	19.31	19.50	19.71	19.89	20.08	20.27		
Repairman Apprentice	15.32	15.76	16.21	16.66	17.09	17.53	17.97	18.16	18.37	18.55	18.74	18.93		
Laborer	14.01	14.26	14.53	14.81	15.08	15.32	15.60	15.82	15.98	16.20	16.37	16.59		
Head Bus Driver	18.12	18.46	18.82	19.17	19.52	19.88	20.23	20.41	20.61	20.79	20.98	21.18		
Bus Driver	16.84	17.18	17.54	17.89	18.24	18.60	18.95	19.13	19.33	19.51	19.70	19.90		
District Driver	15.58	15.90	16.21	16.52	16.82	17.12	17.44	17.63	17.82	18.01	18.21	18.41		
Dispatcher	14.19	14.60	15.02	15.43	15.85	16.29	16.70	16.90	17.10	17.30	17.48	17.67		
Head Mechanic	19.54	19.82	20.12	20.42	20.71	20.99	21.29	21.48	21.68	21.87	22.07	22.26		
Mechanic	18.20	18.45	18.69	18.94	19.19	19.42	19.67	19.85	20.04	20.24	20.44	20.63		
Mechanics Helper	15.05	15.35	15.61	15.90	16.20	16.49	16.78	16.97	17.16	17.36	17.55	17.75		
Longevity: Beginning 10th Year .25 Beginning 15th Year .20 Beginning 20th Year .20 Beginning 25th Year .15														
*The employee assigned student information state required reporting shall receive an additional \$1,500.00 per year stipend in two equal lump sum payments with the first pay in December and May.														
**For the 2012-13 contract year, employees will not receive any experience step adjustments on the above schedules.														

Employee Salary Schedules														
	2013-14													
	Step A	Step B	Step C	Step D	Step E	Step F*	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N
Cafeteria Mgr SR.	12.81	12.94	13.07	13.20	13.33	13.46	13.58	16.00	16.18	16.35	16.52	16.70	16.87	17.04
Cafeteria Mgr JR.	12.81	12.94	13.07	13.20	13.33	13.46	13.58	16.00	16.18	16.35	16.52	16.70	16.87	17.04
Cafeteria Mgr Elem.	12.81	12.94	13.07	13.20	13.33	13.46	13.58	16.00	16.18	16.35	16.52	16.70	16.87	17.04
Cafeteria Cashier	11.32	11.45	11.59	11.71	11.84	11.97	12.10	14.14	14.31	14.49	14.65	14.84	14.99	15.19
Cafeteria Cook	11.01	11.14	11.27	11.39	11.54	11.66	11.79	13.75	13.94	14.09	14.29	14.44	14.64	14.79
Server	9.27	9.39	9.53	9.66	9.78	9.91	10.06	11.57	11.75	11.92	12.10	12.27	12.45	12.62
Financial Secretary	18.07	18.48	18.90	19.31	19.73	20.17	20.58	20.78	20.98	21.18	21.36	21.55		
Administrative Secretary	16.77	17.18	17.60	18.01	18.43	18.87	19.28	19.48	19.68	19.88	20.06	20.25		
Secretary	15.49	15.90	16.32	16.73	17.15	17.59	18.00	18.20	18.40	18.60	18.78	18.97		
Receptionist	14.19	14.60	15.02	15.43	15.85	16.29	16.70	16.90	17.10	17.30	17.48	17.67		
Computer Operator	14.65	15.07	15.49	15.95	16.36	16.78	17.20	17.39	17.58	17.77	17.97	18.17		
Custodian	14.90	15.44	16.01	16.54	17.09	17.63	18.19	18.38	18.59	18.77	18.97	19.16		
Head Cust. SR.	17.01	17.40	17.78	18.17	18.57	18.95	19.35	19.54	19.73	19.93	20.12	20.32		
Asst Head Cust. SR.	15.89	16.34	16.78	17.24	17.70	18.15	18.61	18.80	18.99	19.20	19.38	19.58		
Head Cust. JR.	16.72	17.12	17.53	17.92	18.30	18.69	19.08	19.27	19.46	19.65	19.85	20.04		
Asst Head Cust. JR.	15.76	16.25	16.69	17.14	17.60	18.06	18.50	18.70	18.88	19.08	19.27	19.48		
Head Cust. Elem	16.55	16.94	17.32	17.71	18.11	18.50	18.89	19.07	19.27	19.46	19.67	19.85		
Asst Head Cust. Elem.	15.49	16.03	16.60	17.13	17.68	18.22	18.78	18.97	19.18	19.36	19.56	19.75		
Custodial Services Coord	19.54	19.82	20.12	20.42	20.71	20.99	21.29	21.48	21.68	21.87	22.07	22.26		
Instructional Aide	13.52	14.08	14.66	15.20	15.78	16.36	16.91	17.10	17.29	17.48	17.68	17.88		
Support Aide	12.02	12.62	13.21	13.80	14.38	14.99	15.55	15.77	15.96	16.15	16.35	16.54		
Info. & Materials Expediter	16.36	16.61	16.90	17.20	17.48	17.76	18.04	18.23	18.43	18.62	18.82	19.00		
Maint Coord	19.54	19.82	20.12	20.42	20.71	20.99	21.29	21.48	21.68	21.87	22.07	22.26		
HVAC Coord	20.81	21.09	21.39	21.69	21.98	22.26	22.56	22.75	22.95	23.14	23.34	23.53		
Repairman Specialist	17.53	18.00	18.48	18.95	19.43	19.91	20.37	20.57	20.76	20.95	21.15	21.33		
Repairman	16.66	17.10	17.55	18.00	18.43	18.87	19.31	19.50	19.71	19.89	20.08	20.27		
Repairman Apprentice	15.32	15.76	16.21	16.66	17.09	17.53	17.97	18.16	18.37	18.55	18.74	18.93		
Laborer	14.01	14.26	14.53	14.81	15.08	15.32	15.60	15.82	15.98	16.20	16.37	16.59		
Head Bus Driver	18.12	18.46	18.82	19.17	19.52	19.88	20.23	20.41	20.61	20.79	20.98	21.18		
Bus Driver	16.84	17.18	17.54	17.89	18.24	18.60	18.95	19.13	19.33	19.51	19.70	19.90		
District Driver	15.58	15.90	16.21	16.52	16.82	17.12	17.44	17.63	17.82	18.01	18.21	18.41		
Dispatcher	14.19	14.60	15.02	15.43	15.85	16.29	16.70	16.90	17.10	17.30	17.48	17.67		
Head Mechanic	19.54	19.82	20.12	20.42	20.71	20.99	21.29	21.48	21.68	21.87	22.07	22.26		
Mechanic	18.20	18.45	18.69	18.94	19.19	19.42	19.67	19.85	20.04	20.24	20.44	20.63		
Mechanics Helper	15.05	15.35	15.61	15.90	16.20	16.49	16.78	16.97	17.16	17.36	17.55	17.75		
Longevity: Beginning 10th Year .25 Beginning 15th Year .20 Beginning 20th Year .20 Beginning 25th Year .15														
*The employee assigned student information state required reporting shall receive an additional \$1,500.00 per year stipend in two equal lump sum payments with the first pay in December and May.														
**For the 2013-14 contract year, employees will not receive any experience step adjustments on the above schedules.														



**MEDINA CITY SCHOOLS**  
Effective October 1, 2011



Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26 Removal upon End of the Month	
Over Age Child Limit	28, At Card Holder's Expense Removal upon End of the Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum including Prescription Drug Benefits	\$2,500,000	
Benefit Period Deductible -- Single/Family <sup>1</sup>	\$200 / \$400	\$300 / \$600
Coinsurance	90%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) -- Single/Family	\$400 / \$800	\$700 / \$1,400
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup> (Primary/Specialty Care)	\$20 copay, then 100%	80% after deductible
Urgent Care Office Visit <sup>2</sup>	\$20 copay, then 100%	80% after deductible
Initial Pregnancy Office Visit	\$20 copay, then 100%	80% after deductible
All Immunizations <sup>6</sup>	90% after deductible	80% after deductible
<b>Preventive Services</b>		
<b>Preventive Services, in accordance with State and Federal law<sup>3</sup></b>	100%	80% after deductible
Routine Physical Exams (Age 21 and over)	100%	80% after deductible
Well Child Care Services including Exam and Immunizations (To age 21)	100%	80% after deductible
Well Child Care Laboratory Tests (To age 21)	100%	80% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Vision Exam (One per benefit period)	100%	\$20 copay, then 100%
Routine Hearing Exam (Age 21 and over)	100%	80% after deductible
Routine Laboratory, X-Rays and Medical Tests	100%	80% after deductible
Routine Endoscopic Services	100%	80% after deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Physical/Occupational Therapy - Facility and Professional (50 combined visits per benefit period)	\$20 copay, then 100%	80% after deductible
Chiropractic Therapy - Professional Only (25 visits per benefit period)	\$20 copay, then 100%	80% after deductible
Speech Therapy -- Facility and Professional (35 visits per benefit period)	\$20 copay, then 100%	80% after deductible
Cardiac Rehabilitation	\$20 copay, then 100%	80% after deductible

Non-Grandfathered - Effective October 1, 2011

Benefits	Network	Non-Network
Emergency use of an Emergency Room <sup>4</sup>	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>5</sup>	Not Covered	Not Covered
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	80% after deductible
Maternity Services	90% after deductible	80% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	80% after deductible
Inpatient Physical Medicine and Rehabilitation in a Rehabilitation Hospital (30 days per benefit period)	90% after deductible	80% after deductible
<b>Additional Services</b>		
Allergy Testing	90% after deductible	80% after deductible
Allergy Treatments	90% after deductible	80% after deductible
Ambulance	90% after deductible	80% after deductible
Durable Medical Equipment, Prosthetic Appliances and Orthotic Devices	90% after deductible	80% after deductible <sup>7</sup>
Jobst/Elastic Stockings	90% after deductible	80% after deductible <sup>7</sup>
Home Healthcare (30 visits per benefit period)	90% after deductible	80% after deductible
Hospice Services	90% after deductible	80% after deductible
Human Organ Transplants	90% after deductible	80% after deductible
Weight Loss Surgery, including complications from weight loss surgery (Limited to a lifetime max of \$10,000)	90% after deductible	80% after deductible
<b>Mental Health and Substance Abuse – Federal Mental Health Parity – Benefits are based on corresponding medical benefits</b>		
Inpatient Mental Health and Substance Abuse Services	90% after deductible	80% after deductible
Outpatient Mental Health and Substance Abuse Services	90% after deductible - Institutional \$20 copay, then 100% - Professional	80% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>5</sup>ER visit (room and physician) denied; all other covered services will be processed at the applicable Network/Non-Network level.

<sup>6</sup>Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

<sup>7</sup>Not applied to Coinsurance Out-of-Pocket Maximum.

Non-Grandfathered – Effective October 1, 2011



**MEDINA CITY SCHOOLS  
Prescription Drug Program<sup>1,2</sup>  
Effective October 1, 2011**

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26	
Over Aged Child Limit	Removal upon End of the Month 28, At Card Holder's Expense Removal upon End of the Month	
<b>Over the Counter Drugs (Retail Only)</b>		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole <sup>5</sup> )	\$0	30
<b>Formulary Retail Program with Contraceptive Coverage and Diabetic Supplies<sup>3</sup></b>		
Generic Copayment	\$10	34
Formulary Copayment <sup>4</sup>	\$20	34
Non-Formulary Copayment <sup>4</sup>	\$40	34
Diabetic Supplies Copayment	\$10	34
<b>Formulary Mail Order Program with Contraceptive Coverage and Diabetic Supplies<sup>3</sup></b>		
Generic Copayment	\$20	90
Formulary Copayment <sup>4</sup>	\$40	90
Non-Formulary Copayment <sup>4</sup>	\$80	90
Diabetic Supplies Copayment	\$20	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

**Important Information for Diabetics:** you may be able to obtain diabetic supplies at no cost to you by participating in MMO's Disease Management program. If you have questions about the program and/or wish to enroll, please call 1-800-861-4826

<sup>1</sup>Includes Preferred Prescriptions/Rx Selections Drug List: A list of drugs on the Preferred Prescriptions/Rx Selections formulary will be used.

<sup>2</sup>Coverage includes Preventive Medications, in accordance with Federal Law.

<sup>3</sup>Includes over-the-counter items, as well as insulin, syringes and needles, glucose monitors and meters. The glucose monitors and meters are limited to one per benefit period.

<sup>4</sup>If the member requests a brand name drug and a generic equivalent drug is manufactured, the member pays the Brand Copayment plus the difference between the brand and generic costs. If a generic drug is not manufactured, the member pays the Brand Copayment only.

<sup>5</sup>Proton Pump Inhibitors (PPI's) are a class of drugs that inhibit gastric acid production and are used to treat a variety of gastrointestinal conditions.

**APPENDIX K  
DENTAL SCHEDULE OF BENEFITS**

It is important to understand how MMO calculates your responsibilities under this plan.

Benefit Period	Calendar Year
Benefit Period Deductible	\$25 single / \$50 family
Maximum Benefit Payable per Covered Person per Benefit Period	\$2,500
Dependent Age Limit	The end of the calendar year of the 25 <sup>th</sup> birthday if allowed as a federal tax exemption.
<b>TYPE OF SERVICE</b>	<b>MAXIMUMS &amp; LIMITATIONS</b>
Oral Examinations	Two exams per Benefit Period
Bitewing x-rays	Two sets per Benefit Period
Full-mouth x-rays/Panorex	One every 36 months
Prophylaxis	Two per Benefit Period
Topical Fluoride Applications	One per Benefit Period
Space Maintainers	For Eligible Dependent children under age 19
Crowns	Once every five years per tooth
Prosthetics (Fixed)	Once every five years per unit
Inlays	Once every five years per tooth
Onlays	Once every five years per tooth
Sealants	For Eligible Dependent children under age 14
Dentures (Complete and Partial)	Once every five years: Relining and rebasing is covered if done no less than six (6) months after initial placement but not more than once in any 36 month period. One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.
<b>DENTAL PAYMENT SCHEDULE</b>	
<b>Type of Service</b>	<b>You Pay the Following</b>
<ul style="list-style-type: none"> <li>• Oral examinations/evaluations</li> <li>• Bitewing x-rays</li> <li>• General diagnostic x-rays</li> <li>• Prophylaxis</li> <li>• Space maintainers</li> <li>• Fluoride application</li> <li>• Emergency palliative treatments</li> <li>• Periodontal cleaning</li> <li>• Sealant</li> <li>• Tests and lab examinations</li> </ul>	<p>0% of the Reasonable and Customary Amount</p> <p>No deductible is required for these services</p>
<ul style="list-style-type: none"> <li>• Inlays</li> <li>• Onlays</li> <li>• Crowns</li> <li>• Dentures (complete and partial)</li> <li>• Prosthetics (fixed)</li> </ul>	<p>20% of the Reasonable and Customary Amount</p>
For all other Covered Services	20% of the Reasonable and Customary Amount
<b>ORTHODONTIC SERVICES</b>	
Maximum Benefit Payable per Covered Person	\$1,000 per lifetime
Eligibility	Available to all Covered Persons, regardless of age
Your payment amount -No deductible is required for Orthodontic Services	40% of the Reasonable and Customary Amount

BENEFIT VERIFICATION: Required for any Course of Treatment exceeding \$500 or involving one or more crowns

Appendix A

\_\_\_\_\_  
Employee Name (Please print)

MEDINA CITY SCHOOL DISTRICT  
Human Resources Department

INSURANCE COVERAGE FOR EMPLOYED SPOUSES OF ELIGIBLE EMPLOYEES

As a result of the collective bargaining process, Medina City School District employees who qualify for family health insurance benefits may now be in a situation where their employed spouse will no longer be covered as primary under the Medina City School District health insurance plan. Your spouse is no longer permitted to receive primary health insurance coverage through Medina City School District's insurance plan if **all three** of the following statements are true:

1. He or she works a minimum of 20 hours per week; AND
2. He or she has "ACCESS TO CONTINUOUS GROUP HEALTH INSURANCE COVERAGE" (explained below) as part of his or her employment; AND
3. He or she pays out of pocket from 0% to 25% of the health insurance benefit premium cost.

ACCESS TO CONTINUOUS GROUP HEALTH INSURANCE COVERAGE can occur in many situations. Your spouse has such access if:

- He or she can enroll...OR
- He or she can elect to receive a stipend or higher salary in lieu of enrolling in the employer's health insurance plan. (Thus, the spouse could have enrolled in the employer's health insurance plan even if he or she chose not to do so)...OR
- He or she can choose "cafeteria style" insurance benefits from the employer, choosing among health insurance, life insurance, annuity premiums, etc. (Thus the spouse could have enrolled in the health insurance portion of the employer's "cafeteria style" benefits)... OR
- He or she is the owner or partner in a company that provides health insurance benefits to its employees; OR
- His or her employer provides other means of access to continuous health insurance coverage. Please specify

Check one box:

- One or more of the first three numbered statements printed above is false. Specify which statement(s) \_\_\_\_\_. Please sign the bottom of this form;
- All of the first three statements printed above are true. Your spouse MUST enroll in his/her health insurance plan for at least single coverage. Therefore, my spouse's employer will provide primary coverage for him or her (and dependent children if they are enrolled in the spouse's plan.) The Medina City School District's insurance plan will provide secondary coverage.

Appendix A  
INSURANCE COVERAGE FOR EMPLOYED SPOUSES OF ELIGIBLE EMPLOYEES  
(continued)

Please check one of the following boxes:

My spouse is currently enrolled in his or her employer's group health insurance plan.

OR

My spouse will become eligible for his or her employer's health insurance plan on the following date: \_\_\_\_\_

I attest that the information provided above is true to the best of my knowledge. I also understand that, should the spouse be eligible for health insurance through his or her employer's program and not enrolled, the Medina City Schools or our insurance carrier will seek to recover any claims that may have been inappropriately paid by our insurance carrier.

If you have any questions, please call: Human Resources

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

WHITE COPY - HUMAN RESOURCES

YELLOW COPY - EMPLOYEE

Appendix B

Medina City Schools  
Transportation Department

**Field Trip Bid Form**

Please use the space below to indicate your choice of **AM** trips. Please list your choice of trips in order of preference and only list trips that **Do Not Conflict** with your regularly contracted hours.

Trip Number	Trip Time/Date	Trip Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

Bus # \_\_\_\_\_ AM End Time: \_\_\_\_\_ PM Start Time: \_\_\_\_\_

\_\_\_\_\_  
Driver Signature

\_\_\_\_\_  
Date

I hereby acknowledge that all choices listed above are done so in accordance with Article 29 of the Collective Bargaining Agreement

Appendix B

Medina City Schools  
Transportation Department

**Field Trip Bid Form**

Please use the space below to indicate your choice of **PM** trips. Please list your choice of trips in order of preference and only list trips that **Do Not Conflict** with your regularly contracted hours.

Trip Number	Trip Time/Date	Trip Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

Bus# \_\_\_\_\_

PM End Time: \_\_\_\_\_

\_\_\_\_\_  
Driver Signature

\_\_\_\_\_  
Date

I hereby acknowledge that all choices listed above are done so in accordance with Article 29 of the Collective Bargaining Agreement