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AGREEMENT BETWEEN
MASSILLON BOARD OF EDUCATION

And

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL 148
(Secretaries)

Effective
July 1, 2012
Through
June 30, 2014

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**AGREEMENT BETWEEN MASSILLON BOARD OF EDUCATION
AND OAPSE LOCAL 148**

ARTICLE 1- PRINCIPLES

1. The Massillon City School District Board of Education (hereinafter “the Board”) recognizes that its primary function is to assure each **student** attending its public schools the highest level of educational opportunity obtainable within the resources of the district. The Board also believes that high morale of the staff is essential if education of the finest quality is to prevail for the pupils of the school system and that the interests of the educational program are best served when mutual understanding, cooperation and communication exist among the Board, Administration and staff. The schools must be staffed with capable non-teaching personnel in the supporting services; therefore, the appointment, in-service training, motivation and retention of excellent non-certificated personnel is considered a high priority.

2. The Board will exercise its exclusive authority, as granted by law, to establish policy in all matters relative to the conduct of the public schools within its jurisdiction but assures the right of all members of the staff to constructively contribute their ideas through proper channels on appropriate matters without fear of reprisal.

ARTICLE 2 – RECOGNITION

1. The Board recognizes the Ohio Association of Public School Employees, Local 148 (hereinafter “the Association”), as the exclusive collective bargaining representative for all employees regularly employed by the Board in the following classifications:
 - Elementary School Secretary
 - State & Federal Program Secretary
 - Auxiliary Service Secretary
 - Middle School Secretary
 - Cafeteria Secretary/Receptionist
 - Secretary to Assistant Principal – High School
 - Guidance Secretary – High School
 - Principals’ Secretary – High School
 - Attendance Secretary – High School
 - Athletic Secretary – High School
 - Data Processing Secretary
 - Pupil Services Secretary
 - EMIS Processing Secretary – High School
 - Bus Transportation Secretary
 - Technology Dept Secretary
 - Main Office Secretary – High School

- Sub Calling Secretary/Receptionist
2. Notwithstanding the prior paragraph, the bargaining unit shall not include any management-level employee, confidential employee, seasonal and casual employee, supervisor or other employee who is not a public employee. Further, the bargaining unit shall not include the following:
 - Executive Assistant to the Superintendent
 - Executive Assistant to the Assistant Superintendent
 - Executive Assistant to the Treasurer
 - Accounts Receivable Coordinator
 - Accounts Payable Coordinator
 - Payroll Administrator
 - Payroll Assistant
 - Assistant Treasurer
 - Executive Assistant to Administrative Assistant of Human Resources/Public Relations
 - Executive Assistant to Operations
 - Executive Assistant to the Director of Curriculum
 - EMIS Coordinator
 3. In the event a new position is created, the Board shall notify the Association prior to the job being posted. The notification will include whether the position is in the bargaining unit. If there is a disagreement, the parties will meet prior to the position being posted.
 4. In the event the position is included in the unit, the Board and Association will meet and discuss placement on the Salary Schedule.
 5. The Board and the Association recognize and agree that all employees in the bargaining unit have the right to join, participate in and assist the Association and the right to not join, not participate in and not assist the Association. Membership in the Association shall not be a prerequisite for employment or continuation of employment of any employee.

ARTICLE 3 – CIVIL SERVICE

1. This Agreement is intended to be the sole basis for dispute resolution between the Board and bargaining unit members. Therefore, except for the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible list, the Massillon Civil Service Commission has no jurisdiction and civil service statutes, rules and regulations shall not apply.
2. All new secretaries (bargaining unit) hired into the Massillon City Schools shall come from civil service.

ARTICLE 4 - EMPLOYMENT

1. All non-certificated employees are employed by the Board, on salary schedules, on recommendation by the Superintendent of Schools (*hereinafter "the Superintendent"*). No bargaining unit member will be unlawfully discriminated against because of race, color, religion, sex, national origin, ancestry, age, disability, membership or non-membership in the Association or as a result of participation in negotiations, grievances, complaints or other proceedings under this agreement.

A. EMPLOYMENT OF NEW SECRETARIES

1. In the employment of new secretaries to the school system, the administration shall place the new secretary on the appropriate salary schedule for that position and shall credit the individual with up to three years' experience (fourth step of schedule) for service within that unit if the employee has service credit accumulated for at least half the number of work days, plus one, within that unit, for the year(s) of experience granted.

B. PROBATIONARY PERIOD

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

C. DEFINITIONS

1. Seniority - Total length of service in the OAPSE 148 bargaining unit from first day of employment with the Board. (Time spent in other positions with the Board does not count toward seniority, however; such time for employees working 7.5 hours per day and 5 days per week will be credited for purposes of salary placement, vacation and sick leave).
2. Department - one department under this section is recognized: Secretarial.
3. Substitute - a non-bargaining unit employee taking the place of an **absent** bargaining unit employee.

4. Superintendent - as used in this Agreement, Superintendent shall mean Superintendent or designee.

D. CHANGE OF POSITION & VACANCIES

1. All change of positions, in the secretarial department are subject to the approval of the Board upon recommendation of the Superintendent **and shall be offered and filled by present employees (should they apply and qualify) prior to hiring from outside sources.**
2. When a vacancy (other than a temporary vacancy) develops the Superintendent will post notice of such vacancy for a period of five (5) working days, **ten (10) days prior to the expected vacancy. Whenever possible, the successful applicant shall have the opportunity to work with the incumbent employee for up to three (3) days for training purposes prior to assuming the position.** Said notice shall be posted unless written notice has been given to the Local Association President **that the vacancy will not be filled.**
3. Substitutes may only be used for fifteen (15) working days commencing with the date the vacancy developed. However, if the vacancy is not filled through the bid procedure, and the Board must hire a new employee, substitutes may be used for a sixty (60) working day period commencing with the date the vacancy developed.
4. Employees who wish to apply for such vacancy shall write to the Superintendent within the posting period. The vacancy shall be awarded within fifteen (15) working days to the senior qualified applicant, as determined by the Board. The Association does not waive its rights under Article 12.
5. **Job postings will be posted on the District's website. During the school year, the District will notify the Local President and each building secretary of all job openings through an available method of technological communication used by the District. During summer months, the District may use the all call, reverse call, or other technological call system it uses to notify the Local President and all members of job openings.**

E. TEMPORARY VACANCIES

1. A Temporary Vacancy is created when a bargaining unit member is to be absent for a period longer than sixty (60) consecutive working days due to illness, leave of absence, vacation or other reasons.

2. A Temporary Vacancy will be posted for bid as a temporary vacancy and awarded in the same manner as a vacancy as described in **Article 4(D)(2)** above. Should the temporary vacancy be awarded to another employee, said employee's position may be filled with a substitute. If the temporary vacancy is not filled through the bid procedure, the employer may fill it with a substitute.
3. An employee who has successfully bid on a Temporary Vacancy shall return to his/her former position upon the return to work of the absent employee.

F. EMPLOYEE EVALUATION

1. Any evaluation form made out on any employee's work record shall be examined by the employee and offered for initialing by him/her prior to being placed in his/her file.
2. An employee may write her/his comments on any evaluation form examined by her/him.
3. Employee Evaluation Forms are attached as APPENDIX "A" and "B."

G. SUPERVISION

1. All Bargaining Unit Members' Immediate Supervisor shall be the Building Principal or the Department Supervisor, (i.e.; Transportation, Special Ed., Food Service), then the Administrator designated by the Superintendent, if any, with the Superintendent having final authority.

H. REDUCTION PROCEDURE

1. The following procedures will govern the reduction of non-certificated staff made necessary through decreases in student enrollment, changes in regular and complementary instruction, shortage of funds, changes in the use of non-instructional personnel and for other reasons as identified by the Board and the Administration. Such procedures are subject to revision when necessary to insure accomplishment of the educational aims of the school system, or to insure compliance with State and Federal laws relating to employment decisions.
 - a. Attrition – the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign. To achieve school districts aims, however, it may be necessary to hire some replacements for some positions if other employees in the system do not possess the qualifications and experience for the position and the position is one

that needs to be filled. Attrition, moreover, may not be sufficient to accomplish a reduction in force in full.

- b. Written notice shall be provided to the Local President at least thirty (30) days prior to **the effective date of layoffs and shall provide a copy of the current seniority list.** Within (10) working days or receipt of said notice, a meeting shall be held between the Association and Management to review the reasons for the proposed layoff and to attempt to find other means to address the problem.
- c. **Employees will be laid off in the reverse order of seniority, starting with the least senior employee.** Affected employees will be provided with written notice of layoff **prior to the effective date of the layoff.** Said written notice shall advise the employee of her/his displacement rights.
- d. **Recall shall be in the reverse order of layoff, starting with the most senior on the recall list.** While possessing recall rights, a laid off employee shall continue to accrue seniority and retain all seniority rights, including the right to bid on all vacancies. Laid off employees shall be notified of all vacancies in their department.
- e. An employee whose position has been eliminated shall have the right to displace (bump) any other employee with less seniority. Any employee so displaced (bumped) shall have the same right.
- f. **New employees may be hired into a classification if all individuals on the recall list refuse an opening.**
- g. A person on layoff shall maintain their recall rights for a period of **two (2) years** from the date of layoff if that person had less than two (2) years seniority upon layoff. Employees with two (2) or more years of service shall remain on the recall list for a period of **four (4) years.** **A person on the recall list who refuses recall to a vacant position (except for the auxiliary position) for which he/she qualifies loses his/her recall rights.** During this period changes may be made by the appointing authority following the prescribed bidding procedure. At the conclusion of the bidding procedure, a laid-off person will be offered the vacant position.
- h. Employees on the recall list shall have the right to bid on posted vacant positions.
- i. Bargaining unit members on the recall list shall perform substitute work prior to the employer assigning outside substitutes. Upon indicating interest to the District, bargaining unit members shall be

placed in AESOP with first preference. It is entirely voluntary for the bargaining unit member to substitute while he/she is on the recall list. If a bargaining unit member does not substitute while on recall, he/she does not lose his/her recall rights.

I. DISCIPLINE PROCEDURE

1. Disciplinary action shall be for just cause. An employee may initiate a grievance over any such discipline within ten (10) calendar days of notice of the discipline.
2. With the exception of verbal or written reprimands, an employee will be entitled to an informal hearing prior to implementation of the disciplinary action. The employee may request the presence of an Association representative during investigative meetings with the employee or during the informal hearing.
3. During the probationary period, an employee may be terminated without a prior hearing and without a showing of just cause.

J. EMERGENCY SUSPENSION

1. If the employee's presence would lead to a clear and present danger to the lives, safety or health of students or fellow employees, the Superintendent may immediately suspend without pay the employee for no more than three (3) workdays. **Should the Administration not move forward with disciplinary action by the seventh workday after removal, the affected employee will be paid for the three days of the emergency suspension. On the fourth workday after removal, the Administration may either return the employee to work or place the employee on a suspension with pay.**
2. **The Superintendent shall serve written notice and the statement of facts upon the employee regarding any disciplinary action arising from the facts that led to the emergency removal. No additional suspension without pay shall take effect until said employee receives service of a notice of suspension.**
3. **The employee shall be entitled to respond to the Superintendent's factual contentions supporting the emergency removal, and any loss of pay from the emergency removal, by filing a grievance at Level III of the grievance procedure.**

K. HEALTH EXAMINATION

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

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

1. NEW EMPLOYEE

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

2. CURRENT EMPLOYEES

- a. Have additional tuberculosis screening as prescribed by a qualified physician or the Board.
- b. If it is determined that an employee has tuberculosis in a communicable state, his/her employment shall be discontinued or suspended as determined by the Board until a qualified physician has certified recovery from such disease.
- c. Upon discontinuance or suspension of employment under the provision, an employee shall receive sick leave benefits to the extent accumulated.

3. RECORDS

- a. The Superintendent’s office shall keep card-index records of all examinations according to the form prescribed by the State Board of Education.

L. TRANSFERS

When a secretary transfers from one classification to another within the secretarial department, the secretary shall carry earned service credit years with the Massillon City School District and be placed on the appropriate schedule which shall reflect earned service credit. (State & Federal Programs included.)

There shall be a probationary period of thirty (30) working days from first work in a new classification to allow the Administration to determine at its discretion whether the employee is able to do the work. Any employee disqualified under this subsection shall return to his/her prior position. The employee shall also have the option to return to his/her former position within the thirty (30) working day period. At the end of the probationary period, the employee's prior position shall become a permanent vacancy if the Superintendent determines the position is to be filled. If the employee exercises this option, he/she can not bid on another vacancy for six (6) months after the return.

M. JOB DESCRIPTIONS:

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

N. MISCELLANEOUS DUTIES:

1. Employees shall not be responsible for administrative duties such as pupil discipline.
2. Medication will be dispensed in accordance with Board Policy. Individuals who will dispense medication are to be named at the beginning of the school year. **There will be a maximum of two (2) individuals named per building.** Those individuals named will receive training on the dispensing of medication each school year. The expense to the Board will be capped at \$5000, **which will be distributed equally between the individuals designated to dispense medication and be paid ½ in the payroll preceding winter break and ½ in the last payroll of the regular school year.** A copy of the Board policy will be given to the Association President.
3. First Aid will be administered in accordance with Board Policy.
4. Bargaining unit members shall be included as "at risk" for blood born pathogens and shall receive training and protection accorded those "at risk" and shall be required to attend such training at no additional cost to the Board.

O. PERSONNEL RECORDS

1. There shall be only one official personnel file per bargaining unit member.
2. All personnel records shall be kept current and on file for reference at all times. These and other personnel records shall be filed in the Office of the Superintendent and at no time are any materials to be removed and/or omitted from the personnel records, **unless such is required by law.**

3. Bargaining unit members shall receive a copy of any material being placed in an employee's personnel file. Bargaining unit members shall have the opportunity to reply to filed material in a written statement to be attached to the filed copy.
4. Anonymous letters or materials shall not be placed in any member's file nor shall they be made a matter of record.
5. Upon written request any member of the bargaining unit may review their personnel folder with the Superintendent, with the exception of references or other materials originally supplied to the Administration as confidential prior to employment.
6. There shall be no document in the personnel file or any other repository that is not accurate, relevant, complete, or identifiable as to source.
7. **All personnel files shall be restricted from public availability to the extent allowed by state law. The Administration shall notify the employee of the request (including who has made the request, if known).**

ARTICLE 5 – HOLIDAYS, VACATIONS, LEAVES, ABSENCE

A. HOLIDAYS

The following are considered paid holidays or days paid for when not on the job:

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

* denotes - 12 month employees only

In order to be eligible for any of the above holidays, the above employees must have worked, or be on some paid absence status under this Agreement, the day immediately scheduled before and the day immediately

scheduled after such holiday. Holiday pay will be based on an employee’s scheduled holiday hours.

If any paid holiday falls on a Saturday or Sunday, there shall be a paid day off on Friday preceding or Monday following the official date or on another date designated by the Superintendent. If required to work any of the above paid holidays (except **P.D. Day**), the employee(s) will be entitled to their hourly equivalent rate of pay for hours worked, in addition to their regular pay. The Friday in October or November or **P.D. Day**, non-teachers must attend the district or **designated** meeting of OAPSE, or work in their buildings. If on vacation, employees attending the **meeting** will be granted one additional day of vacation.

B. VACATIONS

Each employee IN A POSITION REQUIRING SERVICE FOR NOT LESS THAN twelve (12) months in each year is entitled to annual vacation leave with full pay on the following basis:

Years of Service	Entitlement
1-5	10 days
6-10	15 days
11-15	20 days
Over 16	1 additional day for each year of service to a maximum of 26 days.

In computing vacation time earned, each employee’s entitlement shall accrue as of July 1. Vacation days will be pro-rated from their anniversary date for the first year only. New employees’ vacations will be accrued to July 1.

Except at the request or by the permission of the administration, vacations must be taken in the summer of the year in which earned and before the next anniversary date.

C. SICK LEAVE

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

Each regular employee of the Massillon Board of Education who has exhausted his/her accumulated sick leave may request in writing an advancement of up to five (5) days’ sick leave each year charged against the sick leave he/she will subsequently accumulate.

Sick leave accumulates at a rate of 1¼ days per month which amounts to 15 days per year for all regular employees hired on a nine (9) months or more contract year. Sick leave may accumulate to 313 days. Sick leave may be used in ¼, ½, or full day increments at the discretion of the building administrator. Sick leave may be used for:

- a. Personal illness, pregnancy, or injury.
- b. Illness, injury or death in the members' immediate family.
- c. Exposure to contagious disease which could be communicated to others.

Immediate family shall be interpreted to mean father, mother, brother, sister, husband, wife, children, parent-in-law, grandparent, grandparent-in-law or any member of the family or household who has clearly stood in the same relationships with the employee as any of these.

Sick leave that is used in excess of twenty (20) consecutive days, the employee shall supply a certificate from a physician stating the nature of the illness and its anticipated duration.

An employee who misuses sick leave or falsifies the reason for taking sick leave or presents a falsified signed statement or physician's certification is subject to discipline, up to and including termination of employment.

PHYSICIAN

A person acting within the scope of his/her license and holding the degree of Doctor of Medicine (MD), Doctor of Osteopathy (DO), Doctor of Dental Surgery (DDS), Doctor of Podiatry (DPM), or Doctor of Chiropractic (DC). The term Physician shall also be extended to include a Psychologist (Ph.D.) or Licensed Physical Therapist (LPT), Licensed Speech Counselor (LPT), Licensed Speech Therapist (LST), Licensed Marriage, Family and Child Counselor (LMFCC), and Licensed Clinical Social Worker (LCSW), provided they are licensed in the political jurisdiction where practicing, are acting within the scope of their license and are performing services ordered by a Doctor of Medicine or Doctor of Osteopathy. The term does not include (a) a resident doctor, (b) an intern, or (c) a person in training.

ATTENDANCE INCENTIVE BONUS

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

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

Attendance incentive shall be paid in August for the previous fiscal year.

NOTICE OF ACCUMULATIVE SICK LEAVE

Written notice of the total number of accumulated sick leave days shall appear on each employee's pay stub each payday.

D. **ASSAULT LEAVE**

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

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

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

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

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

Assault leave shall not be deducted from sick leave.

E. **PERSONAL LEAVE**

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

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

Any bargaining unit member not using any personal leave day in a fiscal year (contract year) shall have each day converted into sick leave and added to their total accumulation (not to exceed 313 sick leave days).

F. LEAVE OF ABSENCE FOR JURY DUTY

To be consistent with the Ohio Revised Code, the Board shall pay the difference for serving on jury duty.

To be eligible for jury duty pay the employee must promptly notify of his/her call to such duty, and must keep the immediate supervisor reasonably informed as to his/her absences or return to duty.

G. PARENTAL LEAVE

Notwithstanding an employee's right to use sick leave due to pregnancy, an employee may take an unpaid leave of absence for up to one (1) year for medical reasons relating to pregnancy and/or for the purpose of child rearing following the birth of a child.

H. FAMILY MEDICAL LEAVE

Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA) in accordance with federal law, Board Policy 4430.01 and Board Administrative Guideline 4430.01.

FMLA shall run concurrently with any available Leave provisions of this Agreement for a period of twelve (12) weeks. For purposes of this section, the "twelve (12) month period" shall start with the first day of FMLA leave used and extend for twelve (12) months.

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

I. SPECIAL PERMISSION FOR ABSENCE

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

If a formal Leave of Absence is deemed necessary, such request will be submitted in writing to the Superintendent who will justify presentation to the Board for formal approval.

J. PROFESSIONAL LEAVE

Secretaries may apply for Professional Leave, which may be granted at the discretion of the Superintendent.

Attendance at State OAPSE Conference shall be considered appropriate Professional Leave.

K. WHILE ON ANY LEAVE

Any member of the bargaining unit on any leave of absence shall be entitled to request and receive the right to continue to be covered by all insurance, providing the member pays to the Treasurer of the Board in advance each month the full amount of the monthly group plan premium of such coverage. **The Board will cease to pay the Board's share of the premium if the bargaining unit member's payment is more than thirty (30) days late.** Any overpayment of premium shall be refunded to the staff member upon termination of leave. No other compensation or fringe benefits shall be provided.

L. UNEXCUSED ABSENCES

Deductions from pay for unexcused absence are made for full-time employees at the rate of 1/260 of the annual salary for those on a twelve month job and at the rate of one divided by the number of days in the work year for any other employee.

M. MEDICAL LEAVE

Upon exhausting all accumulated sick leave with a written request, an employee shall be granted an unpaid medical leave of absence due to illness, injury or other disability, if deemed necessary by the individual's physician, for up to one (1) year, with the option of up to one (1) additional year if deemed necessary by the individual's physician.

ARTICLE 6 – INSURANCE

In order to be eligible for insurance, an employee must be **contracted for at least thirty (30) hours per week.** Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

Medical

- A. The Board will pay 90% of the premium and the employee will pay 10% for full-time employees.**

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be consistent with those adopted by the COG.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be consistent with those adopted by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with SERS providing the participant pays 100% of the Board cost one (1) month in advance.

H. Specifications - PPO:

Maximum Benefits Unlimited

Deductible \$100/ individual
 \$200/family

Accumulation Period Calendar Year

Co-Insurance Provision

In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

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

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet

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

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

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

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000.00 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide dental coverage and pay 90% of the premium.

Plan description (summary only):

- 1) Maximum benefits/covered person:
Class I, II or III - \$2,500/person per year.
- 2) Deductible-Ind. \$25 per year
- 3) Deductible-Family \$75 per year
- 4) Co-insurance Amounts
 - a) Class I -
Prevention 100% of Usual & Customary
(no deductible)
 - b) Class II -
Basic 80% of Usual & Customary

- c) Class III - Major 80% of Usual & Customary
 - d) Class IV - Orthodontia 60% of Usual & Customary
- Lifetime maximum Orthodontia \$1200/per individual

VISION

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. **The Board shall pay 90% of the premium.**

Specifications

- 1) Eye examinations - One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.
- 2) Lenses - One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

	<u>Per Lens</u>	<u>Per Pair</u>
Single Vision	\$ 20	\$ 40
Bifocals	\$ 30	\$ 60
Trifocals	\$ 40	\$ 80
Lenticular	\$100	\$200
Contact lenses (cosmetic)	\$ 35	\$ 70
Contact lenses (medically necessary)	\$200	\$400

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

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

- 3) The allowance for medically necessary contact lenses will be paid only if:
 - a) The lenses are necessary following cataract surgery;

- b) Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;
 - c) The lenses are necessary for the treatment of anisometropia or keratoconus.
- 4) Frames - One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

- 1) Services for which vision care coverage does not provide benefits include:
 - a) Sunglasses, whether or not requiring a prescription
 - b) Drugs or medications
 - c) Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
 - d) Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
 - e) Orthoptics or vision training
 - f) Aniseikonic lenses
 - g) Coated lenses
- 2) Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
- 3) Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

The employee's portion of the premium shall be deducted on a bi-weekly basis. The employee shall remain responsible for timely payment of his/her portion of the monthly premium each month he/she is in unpaid status.

Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

ARTICLE 7 – COMPENSATION/WAGES

A. SALARY – SEE APPENDIX C

For the 2012-2013 and 2013-2014 school years, the Board and Association agree each member will not receive a step increase and shall remain at the step level on the salary schedule that s/he was on as of June 30, 2012.

The salary or hourly rate schedule from July 1, 2012, through June 30, 2014, shall be the same as the salary or hourly rate schedule in place on June 30, 2012, as contained in Appendix C. During the term of this contract, there shall be no salary increases and the base salary shall not increase.

The parties agree salary step advancement will not be automatic should the parties fail to adopt a successor or extension agreement effective after June 30, 2014, and will be a negotiable item at that time.

The referenced Appendix shall be as shown on page 41 of this document.

B. PAY PERIODS AND PAY CHECKS

Secretarial personnel shall receive twenty-six (26) pays.

In the event the District moves to a twenty-four (24) pay period schedule, all secretarial staff will move to twenty-four (24) pays. The District will give the Union written notice sixty (60) calendar days in advance of moving to a twenty-four (24) pay period schedule.

All employees shall be paid by direct deposit.

C. SEVERANCE PAY

Upon retirement, after adoption of this policy, as hereinafter defined, following ten (10) years of service in the district, non-certificated personnel of the district shall be entitled to one-fourth ($\frac{1}{4}$) of their total accumulated and unused sick leave at the time of retirement. In the event of an eligible employee's death, this payment shall be made to the estate of the employee. **Severance pay eliminates the employee's entire sick leave accrual at the time payment is made.**

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

SEVERANCE ENHANCEMENT

The bargaining unit member must submit written notice of his/her intent to retire to the Superintendent or Treasurer no later than April 1 of the year in which he/she intends to retire.

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

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

For purposes of this provision, any time on layoff/recall list, as set forth in Article 4, I., 1 (d) shall not count toward Severance Enhancement.

D. PAYROLL DEDUCTIONS

Federal Withholding – Income Tax
Retirement System
Hospital and Major Medical
Health and Accident
AFSCME PEOPLE deduction
City Income Tax
State Income Tax
United Way Fund
Board Approved Annuities

E. SCHOOL EMPLOYEES RETIREMENT SYSTEM

1. A deduction is made from each employee's salary as his/her contribution to the retirement system.
2. For purposes of the salary schedule, Appendix C, of this agreement, total annual salary or salary per pay period for each member shall be the salary otherwise payable under this agreement, as amended. The total annual salary or salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A members deferred salary shall be equal to the percentage of said member's total annual salary or salary per pay period which is required from time to time by the Ohio School Employees Retirement System ("SERS") to be paid as an employee contribution by said member and shall be paid by the Board to SERS on behalf of said member as a "pickup" of the SERS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries or salaries per pay

period otherwise payable under this Agreement, as amended (including pickup amounts), and its employer contributions to SERS shall not be greater 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 contributions to SERS based upon total annual salary or salary per pay period, including the “pickup”. The Board shall report for Federal and Ohio income tax purposes as a member’s gross income said member’s total annual salary or salary per pay period, less the amount of the “pickup”. The Board shall report for municipal income tax purposes as a member’s gross income said member’s total annual salary or salary per pay period, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
4. The pickup shall be included in the member’s total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
5. The pickup shall apply to all payroll payments made after the adoption of this agreement, as amended.
6. Should the Board’s payment of deferred salary cause an individual employee’s annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this agreement by the Board.
7. As used in Article 7, F (2), the term “salary” shall mean both salary and wages.

F. WORKERS’ COMPENSATION INSURANCE

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

An employee who has qualified for temporary total disability benefits through Workers’ Compensation shall continue to receive all Board paid insurance benefits up to six (6) months while on temporary total disability leave.

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

G. CALAMITY DAY PAY

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

ARTICLE 8 – NEGOTIATIONS PROCESS

A. Negotiations Process

1. Requests to initiate negotiations from the Association will be made in writing directly to the Superintendent. Such requests from the Board will be made in writing to the President of the Association. The Association shall submit its items for negotiation by the first meeting. Such requests shall not be accepted earlier than ninety (90) or later than sixty (60) days prior to the expiration of the current agreement.

2. Negotiation Meetings

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

3. Representation

Representation shall be limited to no more than seven (7) representatives each of the Board and the Association. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

4. Assistance

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

5. Information

(a). The Board and Superintendent agree to make available to the Association's negotiation committee, upon request and in reasonable time both prior to and during negotiations, available public information concerning financial resources of the district and such other public information as requested by the Association.

(b). The Association agrees to furnish all available public information on its proposals upon request of the Board's negotiation team.

6. While Negotiations are in Process

(a). **Recesses**

The chairman of either group may recess his/her group for independent caucus at any time.

(b) **Courtesy (Protocol)**

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

7. Item Agreement

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

8. Schedule of Meetings

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

9. **Scope of Negotiations**

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

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

B. **AGREEMENT**

When an agreement is reached through negotiating; the outcome shall be reduced to writing and submitted to the Association for ratification within ten (10) days and then to the Board for final approval. Following ratification by the Association and approval of the Board, parties shall sign the agreement. No provisions of the resulting agreement shall discriminate against any staff member in regard to membership or non-membership in the Association.

C. **DISPUTE RESOLUTION**

1. **Responsibilities**

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

2. If fifty (50) days prior to expiration of this agreement the parties have not reached a new agreement, either party may request that the Federal Mediation and Conciliation Service provide a mediator to assist in reaching agreement. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14 (C) (1) (f) and is intended to supersede the procedures contained in O.R.C. 4417.14. However, the Association retains its right to invoke the provisions of O.R.C. 4117.14 (D) (2) should the dispute resolution procedure listed above be unsuccessful.

ARTICLE 9 – UNION RIGHTS

A. **UNION RIGHTS**

The Union shall:

1. Be entitled to 15 hours per year of Business Time to allow Association members to leave their workstations to conduct Association business such as grievance investigation, employee complaints, committee meetings, etc.

The Local President shall request the appropriate administrator for permission prior to using any release time under this provision.

2. Have the right to insert materials in the employees' mailboxes.
3. Be provided with the names and addresses of all newly hired employees. (A copy of the notification of hire letter to the newly hired employee shall be sent to the Local President).
4. Have the right to hold general membership meetings and committee meetings on school property at reasonable times and so long as there is no cost to the Board.

B. ASSOCIATION SECURITY AND DUES CHECKOFF

1. The Board agrees to deduct from the wages of employees for the payment of dues and assessments to the Association upon presentation of a written authorization individually executed by an employee. The Board agrees to accept such authorizations quarterly or within thirty (30) days of first hire unless the Board restricts changes in the Credit Union deductions to less than quarterly in the future.
2. Prior to the beginning of each school year, the Association shall certify to the Board Treasurer the dues amounts to be deducted for the upcoming school year. The amount shall also include local dues. The Association will certify to the Treasurer the amounts to be deducted for new members who join after the start of the school year.
3. Deductions shall be made in twenty-six (26) equal installments beginning with the first pay in October. The Board Treasurer shall remit all such deductions to the Association's State Office within thirty (30) days of the date such deductions were made, along with a list of persons for whom deductions were made and the amount deducted.
4. The Association agrees to indemnify and save the Board, including its members and employees, harmless against any and all claims that may arise from or by reason of action by the Board in reliance upon any authorization cards or requests for deductions submitted by the Association to the Board.
5. Dues deduction authorizations shall be continuous from year to year, except authorization for deductions may be withdrawn only between August 22 and August 31, inclusive of each year by individual written request to the Treasurer and the Association President.

6. Fair Share Fees

Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Association shall pay to the Association a fair share fee as a condition of employment with the Board. Such fair share fee shall not exceed dues paid by members of the Association. The Association shall notify the Board of the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded to the Association except that written authorization for deduction of fair share fees is not required.

ARTICLE 10 – POWERS OF THE BOARD

A. **POWERS OF THE BOARD**

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

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;

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

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

ARTICLE 11 – SAVINGS CLAUSE

A. SAVINGS CLAUSE

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

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

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

In the event that any provision of the agreement is contrary to the aforesaid laws, all other provisions of the agreement shall continue in effect.

ARTICLE 12 – GRIEVANCE PROCEDURE

A. GRIEVANCE PROCEDURE

1. Definitions

- (a) A “grievance” is an allegation that there has been a violation, misinterpretation, or misapplication of this Agreement.
- (b) “Days” shall mean calendar days.

B. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION:

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

C. TIME LIMITS

- 1. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties.
- 2. If a formal grievance (Level II) is not filed within thirty (30) days after the act or conditions giving rise to the grievance, the grievance shall be considered waived, except where the act or condition is repeated, the time shall run from the last time the act or condition occurs.

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

D. GRIEVANCE PROCEDURE

Level I: (Informal)

If a member of the bargaining unit believes there is a basis for a grievance, he/she must first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.

Level II: (Formal)

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

Level III: (Formal)

If the Grievant is not satisfied with the results of Level II, he/she may continue the formal procedure by submitting the formal grievance to the Superintendent within seven (7) days after receipt of the Level II decision. Within seven (7)

days of receipt of the form, the Superintendent or his/her designee shall hold a meeting and make a written decision. The decision reached at this meeting will be recorded in Level III of the Grievances Report Form and signed by both parties.

Level IV (Mediation)

If the Union and the Grievant are not satisfied with the Level III decision, the Union may request that the issue be presented at a mediation conference. The request for Level IV mediation must be made in writing within seven (7) days of receipt of the Level III decision. At the beginning of each school year, the Union's President and the Superintendent or his/her designee, shall jointly appoint a panel of five (5) mediators. Those appointed to the panel must be knowledgeable of mediation dispute resolution processes and be reasonably available to preside over mediation conferences as needed by the parties. Mediators on the panel will be used on a rotating basis to preside over mediation conferences, unless the Board and the Union agree to some other method of selecting a mediator for any particular grievance. If the parties are unable to agree upon a panel of five (5) mediators or to selection of a specific mediator, the Federal Mediation and Conciliation Service shall be requested to appoint one of its mediators to conduct mediation conferences as requested by the parties. Any mediation under this provision shall be presided over by one (1) mediator, unless otherwise agreed by the parties.

Mediation conferences will be scheduled at the earliest date that the mediator, the parties and their representatives are reasonably available for such purpose. Mediation conferences will be held at the Board of Education offices or such other suitable place as the mediator directs so long as there is no cost for renting or using the space used. Mediation conferences will be conducted informally, no record of the conference will be made. The mediator shall have the authority to meet separately with any person(s) having knowledge of the grievance. The mediator will keep confidential anything stated to him/her in a private session, unless the involved person(s) otherwise agree. Mediation efforts shall be treated as discussions of compromise or settlement and cannot be used by one party against the other.

The resolution terms of any grievances fully addressed through mediation shall be reduced to writing and will be on a "no-precedent" setting basis, unless the Union and Board otherwise agree. The Union and Board shall share the costs of grievance mediation equally.

Level V: (Formal)

If the grievance is not resolved at Level IV, then the Union may submit the grievance to arbitration by serving written notice on the Superintendent of its intention to arbitrate the grievance. This written notice must be provided within seven (7) days after the Level IV mediation conference is concluded. Either party or the parties jointly may petition the American Arbitration Association to provide a list of names all of whom are to be members of the National Academy of Arbitrators. The arbitrator shall be selected pursuant to American Arbitration Association rules.

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

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

ARTICLE 13 – MISCELLANEOUS

A. MONTHLY MEETINGS

Monthly meetings between the Ohio Association of Public School Employees appointed committee of Local 148 and the Designated Assistant Superintendent will be held during the school year.

The purpose of these meetings will be to review common concerns affecting these non-teaching personnel and to clarify policies affecting the employees covered by this agreement. Invitations will be extended to principals, administrators, supervisors, and other concerned personnel as deemed feasible.

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

B. SAFETY

The Board recognizes that in providing the educational program for the children of this district, it assumes the responsibility for the safety of employees while they are on and in the facilities of the School District.

The Board shall provide, publish and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of employees and provide suitable and safe equipment where such equipment is

necessary for the conduct of the educational program and the operation of the schools.

C. CRIMINAL CHARGES

In the event a bargaining unit member is charged with a crime listed under O.R.C. 3319.39, the Board has the right to place the employee on an unpaid administrative leave of absence until final disposition of the charge.

The Board shall not take any further disciplinary action against the member relative to the pending charges during the pendency of criminal proceedings should it place an employee on unpaid leave under this section. The member's health benefits shall remain intact during the unpaid administrative leave so long as the employee timely contributes his/her share of the required premium.

After the Board concludes its disciplinary action against the member relative to the pending charges, the bargaining unit member placed on unpaid leave under this section may utilize the grievance procedure.

ARTICLE 14 – EFFECTIVE DATE

A. EFFECTIVE DATE

The provisions of this agreement shall be effective as of the date of ratification by the Union and approval of the Board, except as otherwise specifically noted herein.

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Massillon City School District Board of Education and the OAPSE Local 148 and constitute the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

This agreement shall remain in full force and effect until June 30, 2014, and shall be renewed for successive periods of one year each thereafter unless a request in writing to initiate negotiations is made by either the Board or the Association pursuant to Article 12 of the agreement.

Deborah A. Dottavio
Debbie Dottavio, President
Ohio Association of Public School Employees
Local 148 – Secretaries

1/23/13
Date

Kathy J. Miller
Kathy Miller, Vice-President

1/23/13
Date

Debbie Bowe
Debbie Bowe, Treasurer

1/23/13
Date

Madelyn Harding
Madelyn Harding, Member

1-23-13
Date

Rebecca Smith
Rebecca Smith, Member

1/23/13
Date

Jodi Snyder
Jodi Snyder, Member

1-23-13
Date

Nanette Folsom
Nanette Folsom, OAPSE Business Rep.

1-25-13
Date

Phillip Elum
Phil Elum, President
Massillon City School District
Board of Education

1-23-13
Date

Richard Goodright
Richard Goodright, Superintendent
Massillon City School District

1-23-13
Date

The above negotiated agreement was approved by the Board of Education at a meeting on

10/24/12 6:00 pm
Date and Time

Sandra J. Moeglin
Sandra J. Moeglin, Treasurer/CFO
Massillon Board of Education

MASSILLON CITY SCHOOLS
MASSILLON, OHIO

APPENDIX "A"
_____ REGULAR _____ PROBATIONARY

SECRETARIAL PERFORMANCE REPORT

EMPLOYEE _____ FOR PERIOD ENDING _____

POSITION _____ DATE DUE _____

Use Comment Section to explain rating at either end of the scale and to clarify others as needed.

PERFORMANCE FACTORS

1. QUALITY OF WORK – accuracy, completeness, thoroughness, neatness of work	<u>INFERIOR WORK</u>	<u>RATHER CARELESS</u>	<u>MEETS REQUIREMENTS</u>	<u>HIGHLY ACCURATE</u>	<u>EXCEPTIONAL</u>
2. QUANTITY OF WORK – amount of work done, volume, speed	<u>VERY SLOW</u>	<u>INSUFFICIENT WORK</u>	<u>MODERATE</u>	<u>RAPID WORKER</u>	<u>HIGHLY PRODUCTIVE</u>
3. KNOWLEDGE – Knowledge of methods, materials, objectives and other fundamental information skill	<u>ALMOST NONE</u>	<u>LIMITED</u>	<u>ADEQUATE</u>	<u>GOOD UNDERSTANDING</u>	<u>EXCELLENT COMPREHENSION</u>
4. LEARNING ABILITY – Speed and thoroughness in learning procedures, rules and other adaptability details. alertness, perseverance, adjustment to change	<u>UNABLE TO ADAPT</u>	<u>SLOW IN LEARNING</u>	<u>SATISFACTORY</u>	<u>ADAPTS READILY</u>	<u>RAPID LEARNER</u>
5. WORK HABITS – Organization of work, care of equipment, safety industry.	<u>LACK OF ORGANIZATION AND CARE</u>	<u>NEEDS FREQUENT CHECKING</u>	<u>ADEQUATE</u>	<u>GOOD WORK HABITS</u>	<u>EXCELLENT</u>
6. RELATIONSHIP WITH PEOPLE – ability to get along with students, the public & other employees.	<u>CAUSES DISSENSION</u>	<u>INDIFFERENT</u>	<u>GENERALLY COOPERATIVE</u>	<u>POLITE COURTEOUS</u>	<u>EXCELLENT RELATIONS</u>
7. DEPENDABILITY – Degree to which he/she can be relied upon to do the job without close supervision.	<u>NEEDS CONSTANT SUPERVISION</u>	<u>NEEDS FREQUENT CHECKING</u>	<u>USUALLY DEPENDABLE</u>	<u>SELDOM NEEDS CHECKING</u>	<u>HIGHLY RELIABLE</u>
8. ATTENDANCE – frequency and nature of absences and tardiness	<u>UNSATISFACTORY</u>	<u>IMPROVEMENT NEEDED</u>	<u>GOOD</u>	<u>VERY GOOD</u>	<u>EXCELLENT</u>
9. INITIATIVE – motivation – interest in work	<u>INDIFFERENT</u>	<u>NEEDS MOTIVATING</u>	<u>ADEQUATE</u>	<u>CONSIDERABLE</u>	<u>HIGHLY MOTIVATED</u>

10. PERSONAL FITNESS – physical capacity, appearance, personal habits	<u>UNSATISFACTORY</u>	<u>IMPROVEMENT NEEDED</u>	<u>GOOD</u>	<u>VERY GOOD</u>	<u>EXCELLENT</u>
11. JUDGMENT – soundness of decisions, common sense	<u>ILLOGICAL</u>	<u>LIMITED JUDGMENT</u>	<u>ADEQUATE</u>	<u>LOGICAL THINKER</u>	<u>CREATIVE</u>
12. PUBLIC RELATIONS – interprets & supports the Board Policies and the School Program throughout the Community in a positive manner.	<u>UNSUPPORTIVE</u>	<u>INDIFFERENT</u>	<u>ADEQUATE</u>	<u>SUPPORTIVE</u>	<u>EXCELLENT RELATIONS</u>

COMMENTS: Comments help support and interpret ratings

EMPLOYEE'S SIGNATURE _____ DATE _____

(Indicates acknowledgement, but not necessarily agreement)

EMPLOYEE COMMENTS:

EVALUATOR _____ Title _____ Date _____

REVIEWER: The reviewer must also assign a rating of the employee's overall work performance by placing a check in one of the following spaces:

<u>UNSATISFACTORY</u>	<u>IMPROVEMENT NEEDED</u>	<u>GOOD</u>	<u>VERY GOOD</u>	<u>EXCELLENT</u>
TOTAL POINTS				

Reviewer Comments:

Reviewer: _____ Title _____ Date _____

APPENDIX “B”

Massillon City Schools
Massillon, Ohio

FOLLOW-UP PERFORMANCE REPORT

EVALUATOR _____

EMPLOYEE _____

REPORT DUE _____ APPRAISAL ENDING _____

THE EMPLOYEE NAMED WAS APPRAISED AS:

_____ UNSATISFACTORY

_____ IMPROVEMENT NEEDED

PLEASE COMMENT BELOW ON THE EMPLOYEE’S PERFORMANCE DURING THE PAST MONTH AND RETURN THIS FORM TO THE ADMINISTRATIVE ASSISTANT’S OFFICE BY THE DUE DATE NOTED. SPECIFY PERFORMANCE/FACTORS BEING REVIEWED.

SIGNED

TITLE

DATE

APPENDIX C		OAPSE 148 SALARY SCHEDULE		
		Fiscal Year 2013 and Fiscal Year 2014		
1.01 FY13 & FY 14				
Hrly Rate	STEP			
14.01	0			
14.42	1			
14.84	2			
15.27	3			
15.70	4			
16.12	5			
16.56	6			
16.97	7			
17.40	8			
17.82	9			
18.25	10			
18.67	11			
19.09	12			
19.52	13			
19.94	14			
20.37	15			
20.79	16			
21.22	17			
21.64	18			
22.06	19			
22.51	20			
22.51	21			
22.51	22			
22.97	23			
23.42	24			
23.42	25			
23.42	26			
23.42	27			
23.42	28			
23.42	29			
23.42	30			
23.42	31			
23.42	32			
23.42	33			
23.42	34			
23.42	35			

Clerk-custodian stipend of \$100 to be added to secretaries in elementary and middle school and high school with additional responsibility of clerk-custodian of student activity accounts/banking.

Contract for 10 month secretaries is 215 days (includes 184 schools days, 11 holidays, 20 extended days) 10 mo. Auxiliary secretary rates will be based upon availability of grant dollars.

Contract for 11 month secretaries is 232 days (includes 184 school days, 11 holidays, 37 extended days)

Contract for 12 month secretaries is 248 days plus 12 holidays.

All secretaries will work 7.5 hours per day.

****Bargaining unit members shall receive IRS rate for mileage reimbursement.**

LETTER OF INTENT (Premium Holiday)

The Massillon City School District Board of Education and OAPSE Local #148 enter into a letter of intent as follows:

1. In any month the Board receives a premium holiday, employees shall also have a premium holiday for that month.

IT IS SO AGREED:

FOR THE BOARD:

FOR THE UNION:

Phillip Elum

Marlette Johnson

Date: 1-23-13

Date: 1-25-13

LETTER OF INTENT (Article 4(1)(D)(3))

The Massillon City School District Board of Education and OAPSE Local #148 enter into a letter of intent as follows:

1. If extenuating circumstances exist outside of the Board's control that prevent the Board from being able to meet the sixty (60) day time frame in Article 4(1)(D)(3), the Board and Union agree to meet for the Board to explain the extenuating circumstance in order to extend the time frame.

IT IS SO AGREED:

FOR THE BOARD:

FOR THE UNION:

Phillip Elum

Narettie Tolson

Date: 1-23-13

Date: 1-25-13

LETTER OF INTENT (Health Insurance)

The Massillon City School District Board of Education and OAPSE Local #148 enter into a letter of intent as follows:

1. The Board and Union agree that the increase in health insurance employee monthly contribution to 10% will not be retroactive and will take effect in the first full payroll following the Union's ratification of the final tentative agreement, provided the Union holds its ratification vote no later than October 22, 2012, and passes the final tentative agreement.

IT IS SO AGREED:

FOR THE BOARD:

FOR THE UNION:

Phillip Elmer

Nanette Jolson

Date: 1-23-13

Date: 1-25-13