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STATE EMPLOYMENT
RELATIONS BOARD

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NEGOTIATED AGREEMENT

between

MAPLE HEIGHTS BOARD OF EDUCATION

and

**MAPLE ORGANIZATION SUPPORT TEAM –
M.O.S.T.**

July 1, 2012, through June 30, 2015

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PREAMBLE

The parties understand that the Board of Education is charged by law with the duty and responsibility of operating a public school system within the Maple Heights City School District and in carrying out those duties and responsibilities in employing school employees in its operation. The terms and conditions of employment of school employees are matters of mutual concern to the Board of Education and to the Maple Organization Support Team.

It is the intent and purpose of this Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto; to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstanding or grievances; and to set forth here in article form of this Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment.

ARTICLE 1 – RECOGNITION / DEFINITIONS

A. RECOGNITION

1. The Maple Heights Board of Education, hereinafter referred to as the “Board,” hereby recognizes the Maple Organization Support Team affiliated with the Ohio Education Association and National Education Association, hereinafter referred to as the “MOST,” as the sole and exclusive representative for the bargaining unit. The bargaining unit shall include all non-teaching employees of the Board.
2. Excluded from the bargaining unit are: cafeteria workers, cleaners, summer help, employees whose salary schedule is determined by an administrative salary schedule and who are administrative supervisors, management level employees, substitute employees, and confidential employees.
 - a. When the Board creates a new confidential employee position, it shall, within thirty (30) days, create a MOST secretary position.
 - b. When the Board changes a MOST position to a confidential employee position when the position is occupied, the MOST position shall be preserved at the same classification, without a reduction in pay scale, and the MOST position shall be assigned new duties.
 - c. When the Board changes a MOST position to a confidential employee position when the position is vacant, the MOST position shall be preserved at the same classification, although a reduction in pay scale may occur, and the MOST position shall be assigned new duties.
 - d. Summer help shall be defined as an employee, sixteen (16) years of age or older when employed, who commences work no earlier than the fifteenth day of May and ends no later than the fifteenth day of September.

B. DEFINITIONS

The terms listed below, when used in this Agreement, shall be defined as follows:

1. **Employee**

A member of the bargaining unit defined above.

2. **Day**

A calendar day.

3. **Workday**

A regularly scheduled work day, Monday through Friday, excluding holidays, program closing days, shut down days, and weekends.

4. **Immediate Supervisor**

The Supervisor, Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An Immediate Supervisor shall not be a person who is a member of the bargaining unit represented by MOST.

5. **Superintendent**

The Superintendent of the Maple Heights City School District or his/her designated representative.

6. **Treasurer**

The Treasurer of the Maple Heights City School District or his/her designated representative.

7. **MOST**

The Maple Organization Support Team.

8. **Board**

The Board of Education of the Maple Heights City School District.

9. **District**

The Maple Heights City School District.

10. Regular Employees

Regular employees are those who work on a continuing five (5) days per week basis throughout the school year.

- a. Regular full-time employees are employed on a continuing five (5) days per week basis for a minimum of six (6) hours per day or the time needed to fulfill the schedule of a school day.
- b. Regular part-time employees are employed on a continuing five (5) days per week basis for less hours than a complete school day.

11. Eleven Month Employees

An eleven month employee is a regular full-time employee scheduled to work two hundred forty (240) days per year, inclusive of paid holidays. In the event there are any unpaid days off, the employee will be docked for those times but such docking will not affect the classification of the employee as an eleven (11) month employee.

12. Twelve Month Employees

A twelve month employee is a regular full-time employee scheduled to work two hundred sixty (260) days per year, inclusive of paid holidays. In the event there are any unpaid days off, the employee will be docked for those times, but such docking will not affect the classification of the employee as a twelve (12) month employee.

13. Seniority

The length of continuous uninterrupted service as an employee, beginning with the first day worked in a bargaining unit position.

- a. Seniority shall not be deemed to be interrupted by any leave of absence approved pursuant to this Agreement or Board Policy, by any layoff, or by disability retirement. Seniority shall continue to accrue during any such leave, layoff or disability retirement.
- b. Seniority shall not be deemed to be interrupted if an employee leaves the bargaining unit to take another position with the Board outside the bargaining unit, but returns to the bargaining unit within one (1) year.
- c. Under no circumstances can an employee accrue more than one (1) year of seniority for a year of service in the District.
- d. If the seniority of two or more employees is equal as defined above, the additional criteria for determining seniority shall be in the following order:

- i. The employee's earliest date of Board action on the most recent continuous, uninterrupted employment as an employee.
- ii. By coin toss, or, if more than two (2) employees, by drawing lots.

C. JURISDICTION OF CIVIL SERVICE COMMISSION

The parties, pursuant to O.R.C. 4117.10, hereby agree that the Maple Heights City Civil Service Commission shall not exercise any jurisdiction over the School District and its employees, and that the provisions and statutes found in O.R.C. Chapter 124, *et seq.* do not have any application to members of the bargaining unit and that said state statutes and regulations are specifically superseded by this Negotiated Agreement.

ARTICLE 2 – NEGOTIATION PROCEDURES

A. REQUEST TO NEGOTIATE

Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party no sooner than one hundred twenty (120) days and no later than ninety (90) days before expiration of this Agreement. Board requests shall be directed to the MOST President, and MOST requests shall be directed to the Superintendent.

The first negotiation session shall be arranged by mutual agreement, but shall take place within fifteen (15) days of the initial request.

B. SCOPE OF BARGAINING

The scope of bargaining shall include 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 Agreement.

C. NEGOTIATING TEAMS

The Board and MOST shall be represented at all negotiation meetings by a team of negotiators, not to exceed seven (7) members each. Neither party shall attempt to exert any influence over the selection of negotiation representatives of the other party. While no final agreement shall be executed without ratification by MOST and the Board, the parties shall empower their representatives with the authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams and in executive session.

D. CONSULTANTS

The parties may call upon professional and lay consultants. Such consultants may be used at the discretion of the negotiators. The expense of such consultants shall be borne by the party retaining them.

E. INITIAL BARGAINING SESSION; SUBMISSION OF PROPOSALS

The first bargaining session shall be held for the exchange of fully written proposals to be negotiated and shall establish dates for future bargaining sessions, to be confirmed prior to the end of subsequent sessions. Once proposals are submitted by both parties, no new items shall be added during the bargaining period unless mutually agreed to by MOST and Board bargaining teams.

F. NEWS RELEASES

No news releases may be issued to the public during negotiations prior to impasse being declared, except by mutual agreement.

G. REPORTING

During the negotiations, interim reports of the progress may be made to MOST by its representatives and to the Board by its representatives. Any information derived from such reports shall not be disclosed to the general public.

H. GOOD FAITH NEGOTIATIONS

The representatives of the Board and MOST agree to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The parties acknowledge their responsibility and obligation to listen to and react to each other's proposals, including providing explanation when one disagrees with a proposal. The obligation to meet for the purpose of negotiations does not compel either party to agree on a proposal or make a concession.

I. INFORMATION

The Board agrees to supply available public information that is specifically requested and routinely prepared without cost.

J. CAUCUS

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

K. LENGTH

Negotiation meetings may not exceed six (6) hours in length, unless extended by mutual agreement.

L. AGREEMENT

1. All tentative agreements reached by the parties pertaining to articles or sections shall be reduced to writing and initialed by both parties. Once a tentative

agreement is reached, no further discussion shall take place on an issue unless by mutual agreement.

2. If agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted as a complete package agreement to MOST for its ratification and to the Board for approval. Once ratified by MOST, the Board shall take action within fifteen (15) days following MOST's action.

M. DISPUTE RESOLUTION

1. If an agreement is not reached within thirty (30) days prior to the expiration date, the parties shall seek the use of a mediator from the Federal Mediation and Conciliation Service (FMCS). By mutual agreement, mediation may be requested at an earlier date.
2. In the event there are costs and expenses for such service, the costs shall be shared equally by the Board and MOST.
3. The procedure set forth in this Section represents a mutually agreed upon dispute settlement procedure, which supersedes the procedures contained in O.R.C. 4117.14(C).

N. PREPARATION AND PRINTING OF THE AGREEMENT

1. Upon final approval by both MOST and the Board, two (2) copies of the total Agreement shall be signed by representatives of the respective parties. Both parties shall retain a signed copy of the final Agreement which shall be binding on both parties.
2. The Board shall be responsible for the preparation of a print ready copy of the negotiated Agreement. MOST and the Board will be responsible for the editing, duplicating, and distribution of the Agreement to the employees, administrative personnel, and Board members within thirty (30) calendar days of final approval of the Agreement by both MOST and the Board. The Board shall forward a copy of the new Agreement to the State Employment Relations Board. MOST shall receive an additional twenty (20) copies of the Agreement.
3. All present language unless deleted or modified will be incorporated into a successor Agreement at such time as the successor Agreement is ratified and approved.

O. NO STRIKE

MOST, its officers, representatives, members and other employees covered by this Agreement agree that there will be no strikes of any type, including sympathy strikes or refusals to cross a picket line at any facility, stoppages of work or slow-downs, picketing or boycotts for any cause during the life of this Agreement.

P. LABOR/MANAGEMENT COMMITTEE

In the spirit of cooperation and in order to maintain open lines of communication, the representatives of the Board and MOST shall meet as a Labor/Management Committee. The Committee shall meet monthly, September through June, at a time convenient to both parties for the purpose of conferring on all matters of mutual concern. Additional meetings may be scheduled by mutual agreement. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Each party will submit to the other, no later than one (1) week prior to the meeting, an agenda of the matters to be discussed. Additional agenda items may be added thereafter by mutual agreement. A meeting may be postponed or cancelled by mutual agreement. Each party shall have no more than six (6) representatives on the Committee. No fewer than three (3) such representatives from each side should remain consistent throughout the school year.

ARTICLE 3 – GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

1. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this Agreement.
2. The grievant is an employee or group of employees in the bargaining unit or MOST, alleging a violation, misinterpretation, or misapplication of this Agreement. A grievance alleged by an entire job classification (e.g., bus drivers) or classification series (e.g., transportation), (class action), which has arisen out of circumstances affecting each member of said job classification or classification series, may be filed by MOST, and must specify the job classification(s) or classification series affected on the grievance form. Job classifications or classification series not specified on the grievance form shall not be entitled to participate in the process set out in Paragraph B of this section.
3. Any grievance not appealed from the written disposition of the Board's representatives in any of the steps of the grievance procedure within the times and in the manner specified herein shall be considered resolved and shall not be eligible for further appeal.
4. If any representative of the Board fails to meet the time requirements in any of the steps of the grievance procedure as specified herein, then the grievance may be forwarded to the next step in the grievance procedure by MOST notifying the Superintendent in writing of its intent to move to the next Step within twenty eight (28) calendar days as applicable, of the date when the original Board representative's response was due.
5. Time limits within this provision shall be considered a maximum unless the parties mutually agree in writing to an extension.
6. At each Step of the grievance process, either party may have representation of its choice.

7. The Board and MOST agree that at every phase of the grievance procedure, their representatives, the grievant, and the grievant's counsel will have the power and authority to resolve the grievance.

B. PROCEDURE

Informal Discussion

A grievant is encouraged to discuss a grievance with his/her Immediate Supervisor before the grievance is filed in writing at Step 1, in order to seek a mutually agreeable and/or equitable solution to the grievance.

Step 1 (Immediate Supervisor)

The grievant(s) may pursue a grievance by submitting to the appropriate Immediate Supervisor a formal grievance form, attached hereto and made a part hereof as Appendix 1, with a written explanation of the grievance, citing the specific provision(s) of the Agreement that has allegedly been violated and the specific relief sought. If the grievant(s) does not file a grievance within twenty eight (28) calendar days of the date on which the grievant(s) knew or should have known of the occurrence of the act or condition on which the grievance is based, then the grievance shall be considered waived.

Within seven (7) calendar days after receipt of the grievance form, the Immediate Supervisor shall meet with the grievant(s) and MOST representative(s). The Immediate Supervisor shall write a disposition of the grievance, and send a copy to the grievant(s), the designated MOST representative, and the Superintendent within seven (7) calendar days after such meeting.

Step 2 (Superintendent)

The grievant(s) may appeal the Step 1 decision by filing written notice thereof to the Superintendent within seven (7) calendar days of receipt of the written disposition of Step 1. The Superintendent shall schedule a meeting with the grievant(s) and MOST representative(s) within seven (7) calendar days after receipt of the written notice from the grievant(s). The Superintendent shall schedule and conduct a meeting within fourteen (14) calendar days of the receipt of the appeal from Step 1. The Superintendent shall write a disposition of the grievance within seven (7) calendar days after such meeting and send a copy to the grievant(s), the designated MOST representative, Immediate Supervisor, and Board President.

Step 3 (Binding Arbitration)

1. If the grievant(s) is not satisfied with the disposition rendered by the Superintendent in Step 2, then MOST may appeal the grievance to binding arbitration by submitting a request for arbitration to the Superintendent and the American Arbitration Association ("AAA") within twenty-eight (28) calendar days of receipt of the Superintendent's.

2. The arbitrator shall be selected according to the rules and regulations of the AAA from a list of fifteen (15) names.
3. The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit agreed to by the arbitrator in accordance with the rules and regulations of the AAA. The decision of the arbitrator will be binding on all parties.
4. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the written provisions of the Agreement.
5. If the Board raises the issue of arbitrability, then the parties shall communicate in advance with the arbitrator in accordance with the rules of the AAA to determine whether the issue should be addressed prior to the hearing on the merits of the grievance.
6. The costs of the arbitrator shall be paid equally by the parties. Each party shall bear the full cost for its representation in the arbitration proceedings.

C. OTHER PROCEDURAL TERMS

1. Copies of documents, communications, and records pertaining to a grievance shall be placed only in a separate file of the Superintendent and shall not become a part of the employee's personnel file other than as required as a result of the decision and award of the arbitrator.
2. An employee shall have the right to process a grievance and be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal.
3. Transcripts – Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcript shall be divided equally between the parties.
4. Any time limits specified herein may be shortened or extended by written agreement of the parties.
5. If the grievance arises from the actions of an authority other than the Immediate Supervisor, or if the Immediate Supervisor is without authority to grant the relief sought, or if the grievance is concerned with system-wide practices in violation of this Agreement, it may be submitted at Step 2 of this procedure.
6. Upon appeal, all documents and records accumulated at each level will be forwarded for consideration at the next higher level.
7. The Superintendent shall furnish such relevant and specified available information as is requested for the process of a grievance.

8. To the extent practical, meetings held under Step 1 and Step 2, and hearings held under Step 3, will be scheduled to avoid conflict with work schedules. Step 3 hearings shall be conducted at a mutually agreed upon time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Each party shall notify the other side in writing, at least three (3) work days before the Step 3 hearing, of the witnesses it plans to call at the Step 3 hearing. Employees whose names appear on the witness list shall be allowed to attend the Step 3 hearing without loss of pay or leave.

D. NO REPRISAL

No reprisals of any kind shall be taken against any party or any employee for having exercised his/her rights under this grievance procedure. Similarly, no employee shall be subjected to any harassment or discipline on account of testimony offered during the course of any stage of the grievance procedure.

E. RIGHTS TO LEGAL REPRESENTATION

Both parties have the right to legal counsel at all levels of the procedure beginning at Step 2 at the party's own expense.

ARTICLE 4 – BOARD OF EDUCATION RIGHTS

- A. 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 Constitution and laws of the State of Ohio and of the United States.
- B. The exercise of the rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, 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 5 – MOST RIGHTS

A. MOST DUES

MOST dues shall be deducted in ten (10) monthly payments beginning with the second pay in September for MOST and any of its affiliated and/or approved organizations.

1. **Remittance of Deductions**

The deductions shall be remitted to MOST on or immediately after each pay date. The remittance, at the option of MOST, may be deposited directly to a designated financial institution, made available for pickup at the Board office by designated MOST representatives, or sent to MOST by U.S. mail.

2. **Remittance Report**

The deduction remittance shall be accompanied by a report showing the employee's name, Social Security number (unless the employee does not consent), and amount of deduction.

3. **Notice of Change in Amount**

MOST shall give written notice to the Treasurer of any change in the amount of deduction at least ten (10) workdays before such change is to be effective.

4. The Board shall deduct from the final paycheck issued the balance of the dues deduction from employees who leave employment with the District or who go on extended leave.

B. FAIR SHARE FEE

1. **Procedure**

Each employee covered by this Agreement, who fails to voluntarily acquire or maintain membership in MOST, by October 1 of any school year or within a thirty (30) day period following his/her initial employment, shall be required to pay a service fee which shall not exceed the dues paid by members of MOST. MOST will provide a list of employees who are not MOST members to the Treasurer by December 1 of each school year, or later in the case of new employees, and the amount of the fair share fee.

The Treasurer shall automatically deduct such dues from the paychecks of the service fee payers (non-members) in equal installments from paychecks issued for that school year after January 15, and transmit the monies to MOST. The MOST Treasurer shall, during the month of September, notify the Treasurer of the amount of dues to be deducted for that school year. MOST shall be responsible for insuring that the fair share fee arrangement provided for this section fully complies with state and federal law. This provision shall not be interpreted to require any employee to become a member of MOST.

Any employee who has been declared exempt from automatic payroll deduction for religious convictions by the State Employment Relations Board shall not be required to pay such fee. However, such employee shall pay, in lieu of such fee, on the same time schedule as Association dues are payable, an amount of money equal to such fee to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code. Such contribution shall be mutually agreed upon by said employee and the State Association Treasurer. Thereafter, the employee shall furnish the State Association Treasurer written receipts evidencing payment to such agreed upon non-religious fund.

2. Indemnification of Board

MOST, on behalf of itself and the OEA and NEA, agrees to indemnify and hold the Board harmless from any costs, expenses, liability or judgments incurred as a result of the implementation and enforcement of this Fair Share Fee provision, provided that:

- a. The Board uses MOST-appointed legal counsel to represent and defend the Board (but the Board reserves the right to employ its own attorney at Board's expense).
- b. The Board gives a ten (10) day written notice of any claim made or action filed against the Board by an employee for which indemnification may be claimed.
- c. The Board agrees to (1) give full and complete cooperation and assistance to MOST and its counsel at all levels of the proceeding, (2) permit MOST or its affiliates to intervene as a party if it so desires, and/or (3) not oppose MOST or its affiliates' application to file briefs amicus curiae in the action.
- d. The Board acted in good faith compliance with the Fair Share Fee provision; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

C. FACILITIES FOR MOST MEETINGS

The Board will make available District facilities for meeting purposes to MOST. No fees will be charged for such use unless custodial overtime is incurred as part of facility use. MOST meetings should not interfere with the performance of the professional duties assigned to employees.

D. VISITING BUILDINGS FOR MOST BUSINESS

The MOST President or his/her designee who is a member of MOST shall be free to visit all buildings for MOST business in accordance with the established school procedures and insofar as such visits do not interfere with the employee's professional duties. All other duly authorized representatives of MOST, after obtaining written permission from the Superintendent, shall be free to visit all buildings for MOST business in accordance with the established school procedures and insofar as such visits do not interfere with the employees' professional duties. Said permission will not be unreasonably withheld.

E. MISCELLANEOUS RIGHTS

Subject to the limitations of Board policies now in effect or hereinafter enacted, MOST shall be entitled to:

1. The use of bulletin boards used for staff information.
2. Announcements at employee meetings.
3. Distribution of bulletins to employees according to normal school procedure(s) and the use of school mailboxes.
4. The agenda and minutes of each Board official meeting. Financial reports are available as public documents and will be sent to MOST when requested.
5. In accordance with Board policy and administrative regulations, MOST shall be allowed to use school equipment, including, but not limited to, telephones at all reasonable times when the employee is not involved with specific job duties and/or the supervision of students, and the equipment is not otherwise in school use. Said use shall be limited to official MOST business and may not be employed for personal use.

Nothing in this section shall be interpreted to limit the Board's right to enact policies, and through its administrators, enact administrative procedures, which regulate the use of communications equipment, computer equipment, and Internet use.

F. BARGAINING UNIT ROSTER

Upon written request to the Superintendent, MOST shall be provided a current bargaining unit roster. Such roster shall include the following information about each employee, listed alphabetically by the employee's last name: home address, home telephone number (unless unlisted), and work location.

G. SENIORITY LIST

MOST shall be provided by the District a current seniority list of all employees annually by January 31. Such list shall be in accordance with the definition of seniority found in Article 1. The seniority list shall be provided at other times during the year upon written request to the Superintendent.

H. REPRESENTATION ON SCHOOL CALENDAR PLANNING COMMITTEE

Two (2) MOST representatives shall be members of the School Calendar Planning Committee and the representatives shall attend meetings of the Committee.

I. MOST MEETINGS / INSERVICE PROGRAMS

1. The Board shall grant members of MOST an opportunity to schedule and attend union meetings and any other administrative approved inservice program when schools are closed on NEOEA Day or other agreed-to day.
2. Those employees scheduled to work on those days will be paid at regular rate of pay.

3. Employees who are scheduled to work but do not attend these meetings will report to their workplace for their regularly scheduled work hours.
4. Employees who are not scheduled to work are invited to attend these meetings at no cost to the Board.
5. Employees who are not scheduled to work but are requested to do so by their Immediate Supervisor, with either Superintendent, Treasurer, or Business Manager approval, will do so at regular rate of pay.
6. The Board will pay tuition and hourly rate for class attendance time to employees who satisfactorily complete inservice courses which have been identified as valuable to the system and approved in advance by the Superintendent.
7. Once a year the Board will provide the opportunity for CPR and First Aid training, either on or off site, at the Board's choosing, tuition-free to employees.
8. All employees whose job description requires direct involvement with students shall be provided training on how to restrain out of control/behavior students and care for medical and disability needs of students.

When certification for training is required an individual who is qualified to certify trainees will be provided. Prior to the training, an agenda will be provided to all members required to attend. Educational/training materials, if applicable, will be available no later than at the time of the training.

J. MOST REPRESENTATIVE LEAVE

A MOST representative, defined as the MOST President or designee, will be given a total of nine (9) workdays absent from work without loss of pay, each contract year, to handle MOST business. The MOST President/designee must complete the form contained in Appendix 5 and submit it to the Treasurer to receive payment for MOST Representative Leave. Failure to complete the form will result in loss of pay for any time taken by the MOST President/designee. MOST Representative Leave may be taken in not less than quarter day increments. In a negotiating year, release time may be given to the MOST President or designee up to three (3) additional days upon approval from the Superintendent.

K. OFFICER LEAVE

Upon written request of MOST to the Superintendent, an employee elected to a state or national office of a MOST-affiliated professional organization will be granted an unpaid leave of absence for up to two (2) years to serve in such office.

ARTICLE 6 – EMPLOYMENT PRACTICES

A. PERSONNEL FILES

1. Personnel records shall be kept up-to-date and on file for reference at all times. There shall be no more than one (1) official personnel file maintained for each employee. The personnel file will be maintained in the Business Office. Each employee shall have the right to review the contents of his or her own personnel file and a representative of the employee's choice will be permitted, at the employee's request, to accompany the employee in such review, provided that such inspections:
 - a. are scheduled twenty-four (24) hours in advance;
 - b. do not interfere with assigned responsibilities of the employee or the accompanying representative;
 - c. are in the presence of the Superintendent or Treasurer;
 - d. are limited to those materials not excluded by law.
2. No item may be removed from the file by the employee; however, each employee may receive one (1) copy of the document in question (except for documents excluded by State and Federal Law) at no cost to the employee.
3. Anonymous letters and materials shall not be placed in an employee's file nor shall they be made a matter of record.
4. Employees shall have the right to respond to any document in their file. Such a response shall be written or typed and attached to the relevant document. Unless otherwise provided in this Agreement, the Superintendent shall have final authority to determine what documents are placed in an employee's personnel file.
5. An employee will be notified, if possible, at least twenty-four (24) hours in advance and have the right to view prior to a member of the public reviewing the employee's personnel file, unless the exercise of such right prevents the Board from complying with Ohio's Public Records Laws. An employee shall have the right to be present with representation when the employee's file is reviewed by a member of the public, unless the exercise of such right prevents the Board from complying with Ohio's Public Records Laws.
6. Where an employee is required to provide medical certification or where a medical report is obtained from a Board-selected or mutually selected physician pursuant to the requirements of this Agreement, the medical certification or medical reports shall be maintained in a separate confidential file which shall not be part of the employee's personnel file. Applications for use of sick leave shall be maintained in the employee's personnel file and shall not be confidential.

B. IMMEDIATE SUPERVISOR

All employees will be notified of the identity of his/her Immediate Supervisor. Notification will also be made to new employees and when there is a change in an employee's Immediate Supervisor.

C. BIDDING PROCEDURE FOR JOB VACANCIES

1. When a job vacancy occurs that the Board intends to fill other than in the administrative, supervisory, or confidential employee positions, prior to permanently filling the vacancy, the vacancy will be posted in each building for a period of five (5) workdays, listing the pay classification, shift hours, and number of annual work days. This will be done before the Board fills the vacancy. Any subsequent position(s) that become available will be posted in each building for two (2) workdays unless mutually agreed upon by the MOST President and Superintendent except for the last position available which should be posted in each building for a period of five (5) workdays.
2. The filling of such vacancies will be based upon:
 - a. The entire work record of prior service with the Maple Heights Schools which might have a bearing on the assignment;
 - b. Qualifications of the person for the job to be filled;
 - c. Ability to perform the job, with or without reasonable accommodation;
 - d. Seniority.
3. In the event that items a, b, and c above are equal, seniority shall be used to determine the successful applicant.
4. Employees shall submit their application/letter of intent in writing to the Superintendent on or before the deadline date listed in the posting.

D. TRANSFERS

1. When the administration temporarily or permanently transfers an employee, and the transfer is horizontal on the salary schedule resulting in no increase in pay, the transfer is not a promotion or demotion and there will be no probationary period.
2. When the administration temporarily or permanently transfers an employee, and the transfer is a promotion, a thirty (30) day probationary period will be observed.
3. If, before the end of the thirty (30) day probationary period, as determined by the Immediate Supervisor, the employee fails to satisfactorily perform the duties of the position of the promotion, he/she will be returned to his/her previous position or, if that position no longer exists, to a similar position at least equal in pay to his/her previous position. Within thirty (30) days of the end of the probationary

period, the employee will receive a letter as to why he/she failed in his/her probationary period.

4. The employee will receive the appropriate step on the salary schedule for the position of the promotion immediately upon transfer to the new position.
5. The Association shall receive from the Board notification of all changes in the bargaining unit including transfers. Transfer notification shall be provided five (5) days prior to implementation unless an emergency presents itself.

E. JOB DESCRIPTIONS

1. The Board shall have written job descriptions for all bargaining unit positions outlining the essential functions and responsibilities of each job classification. Such job descriptions are intended to assist employees in understanding the scope and general nature of their regular work.
2. Each employee will be given a copy of the employee's respective job description, and MOST shall be entitled to copies of the job descriptions of positions in the bargaining unit.
3. An employee shall not be involuntarily assigned work which is not related to his/her job classification.
4. Each job description shall state "and other duties as assigned related to his/her job classification."
5. A six member panel consisting of three interchangeable members from MOST and an equivalent number of administrators shall meet by October 30 to begin working on updating job descriptions. The work of this group shall be completed by March 30, 2013 with a hard copy distributed to the MOST President.

F. EVALUATIONS

1. Employees shall be evaluated annually by their Immediate Supervisor. The employee will be notified no less than twenty-four (24) hours in advance of the evaluation conference.
2. The administration shall discuss the evaluation with the employee. The employee shall sign the evaluation and shall be given a copy of such evaluation.
3. The signature of the employee on the evaluation will not signify agreement or disagreement; only that the employee discussed the evaluation. Every employee has the duty to sign the evaluation. Refusal of the employee to sign the evaluation shall be grounds for discipline.
4. The employee shall have the right to respond to the evaluation within ten (10) workdays by letter which shall be attached to the evaluation.

5. All evaluations shall be completed no later than May 15 of each year.
6. In the event there is a desire to revise the evaluation form, a committee of six (6) persons will be formed to review the Employee Performance Evaluation Form. Three (3) of the Committee members shall be appointed by MOST and three (3) of the Committee members shall be appointed by the Superintendent. The committee shall mutually agree on how to revise the evaluation form.

G. ANTI-DISCRIMINATION

The Board and MOST reaffirm their mutually held responsibility, under Federal and State laws and executive orders relating to fair employment practices, that no individual shall be unlawfully discriminated against on the basis of race, creed, color, sex, age, national origin, disability, or membership in MOST.

H. REDUCTION IN FORCE (R.I.F.) POLICY

In the event the Board decides to layoff employees due to lack of work, abolishment of positions, financial reasons, subcontracting, building closure, suspensions of schools, or territorial changes affecting the District, the following procedure will be followed. A reduction in force will not result in the use of trades not currently being utilized to perform the duties of a position that was eliminated as a result of a reduction in force (this provision shall only be in effect for the duration of the callback period).

1. An employee who is laid off may displace, within his/her classification, either a less senior employee on the same shift or a less senior employee regardless of shift. If a less senior employee in the classification is not regularly scheduled to work hours comparable to those of the laid-off employee, the laid off employee may displace a less senior employee below them in the classification series who is regularly scheduled to work a comparable number of hours.
2. If there is no less senior employee with comparable hours in a lower classification in the same classification series, the employee may displace the least senior employee with a comparable number of hours in a classification previously held by the laid-off employee with the Board.
3. If the laid-off employee is unable to displace a less senior employee in a classification previously held by the laid-off employee with the Board, the employee may displace the least senior employee in any classification for which the employee currently has the necessary minimum qualifications, including licensure, if applicable, or the least senior employee in any such classification who is regularly scheduled to work a comparable number of hours.
4. Temporary, provisional, and substitute employees within the classification shall be laid off first. Regular employees will then be laid off in reverse order of seniority within the below listed classification series as provided in this section. Bargaining unit members shall have the opportunity to bid into non-union, part-time positions with duties they are qualified to perform.

5. Employees shall be recalled in reverse order of layoff. Recall notices shall be sent by certified mail to the last known address as listed in the employee's personnel file. It is the duty of the employee to notify the Superintendent of any change of address.
6. A laid-off employee shall have ten (10) calendar days from receipt of the recall notice to accept the recall by sending an acceptance or rejection to the Superintendent by certified mail. A failure to respond to recall, in writing, by certified mail, within ten (10) days of receipt of notice will terminate all rights to recall. Acceptance of a position in a lower classification does not remove a bargaining unit member from the recall list. Said person will remain on the list until such time they are returned to a comparable position or when said list has expired. If an employee declines an offer of employment to a position with comparable hours and compensation to that which the employee held at the time of layoff, the employee will be removed from the recall list.
7. An employee who accepts recall to employment shall return to the system with the same sick leave accumulation as the employee held on the date of layoff plus an additional pay increment if the employee completed one hundred twenty (120) work days of service in the year of layoff.
8. An employee on layoff retains recall rights for a period of eighteen (18) months from the effective date of layoff. All job positions will be posted at the Granger School Administration Building as well as other required locations.
9. Notification – The Board will notify MOST in writing at least thirty (30) days prior to the layoff and shall meet with MOST within ten (10) days of such notice to provide MOST an opportunity to discuss the reasons for and impact of the layoff. Affected employees will be notified of layoff in writing thirty (30) workdays prior to the effective date of the layoff.
10. For purposes of this Contract, the following classifications series will be used:
 - a. Secretary, Financial Specialist, Records Clerk (By seniority years of continuous service, not classification).
 - b. Media Technician, Library Media Clerk (By seniority years of continuous service, not classification).
 - c. Para-Professional/Interpreter (By seniority years of continuous service, not classification).
 - d. Maintenance / Custodial
Day Engineer (all schools and shifts), Tradesmen Mechanical and Skilled, Tradesmen Technical and Semi-Skilled, Security, Maintenance, Custodian, Shipping & Receiving Clerk, Groundskeeper, Warehouse Helper, Truck Driver. (By seniority years of continuous service, not classification).

e. Transportation

- Bus Drivers
- Bus Monitor

11. Substituting During Layoff

An employee on layoff status may request in writing to be considered for substitute positions. Said employee, provided he/she is qualified for the position, will be given preference over non-bargaining unit persons to substitute for an absent employee.

12. All bargaining unit members impacted by reduction in force shall be paid for all accumulated vacation time at their per diem rate on the effective date of the reduction in force or last day prior to classification change. This includes those who are bumped to lower classification or a reduction of hours or days in their current contract.

I. PROBATION

1. All employees hired after this Agreement takes effect shall, on or before the fifth day of employment, receive from the Board a copy of this Agreement, the current job description for his/her position and written notice of the Immediate Supervisor to whom he/she is required to report. Employees entitled to receive the information contained in this section shall sign an acknowledgement of the receipt of the written information to be provided under this section, on a form prescribed by the Superintendent. If an employee refuses to sign an acknowledgement, then a witness will sign acknowledging that the employee received the specified information.
2. All new employees shall be placed on a one hundred twenty (120) workday probation. All new employees shall, no later than their second day of work, cause a Bureau of Criminal Investigation and Identification (BCII) and a Federal Bureau of Investigation (FBI) criminal records check to be commenced and as proof that such criminal records check has commenced shall provide the administration with a receipt from the law enforcement office where the criminal records check was requested. Failure to schedule the BCII and FBI criminal records check within the period set forth within this paragraph will be cause for immediate termination. After successfully completing probation, seniority shall be computed from the date of hire. New employees shall not be eligible for insurance coverages until they have worked ninety (90) calendar days.
3. Notwithstanding the provision of Paragraph 2 of this section, in the event it is necessary for the Board to employ an employee prior to having received the results of the criminal records investigation, that employee's employment shall be contingent upon subsequent receipt by the Board of a report from the BCII and FBI which is not inconsistent with the employee's answers to questions on the job application. In such event, if a report is subsequently received from the BCII

and/or FBI which is inconsistent with the employee's answers to questions on the job application, the employee shall be notified in writing. If the employee does not deny the accuracy of the BCII and/or FBI report, the action of the Board employing such employee shall be void without any further act by any party, and without the necessity of proceedings to formally terminate such employee's contract of employment.

If the employee denies the accuracy of the BCII and/or FBI report, the employee shall immediately be placed on leave without pay or benefits for a period of up to 90 days. If within that period, the Board receives a corrected report from BCII and/or FBI which is not inconsistent with the employee's answers to questions on the job application, the employee shall be returned to duty with back pay to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCII and/or FBI which is not inconsistent with the employee's answers to questions on the job application, the action of the Board employing such employee shall be void without any further act by any party, and without the necessity of proceedings under the contract to formally terminate such employee's contract of employment.

J. JOB SECURITY & DISCIPLINARY PROCEDURES

1. After completion of his/her probationary period, an employee shall be entitled to continuous employment unless laid off or disciplined for proper cause as set forth in this Agreement. No employee shall be suspended, terminated, or otherwise disciplined except for just cause. Just cause shall be defined as failure to correct documented deficiencies in work performance (e.g., incompetence, inefficiency, excessive absenteeism, neglect of duty), except in the circumstances set out below, in which just cause shall be defined as substantial credible evidence that a single instance occurred.
 - a. Dishonesty,
 - b. Drunkenness,
 - c. Immoral conduct,
 - d. Insubordination,
 - e. Discourteous treatment to the public,
 - f. Violation of State or Federal statutes regarding school personnel, or violation of Board policies, administrative regulations, or the provisions of this Agreement,
 - g. The altering of his or her payroll card,
 - h. The punching "in" or "out" of another employee's payroll card,
 - i. Acts of violence in the workplace,
 - j. Personal use of District property,
 - k. Or other such conduct including, but not limited to, threats, intimidation tactics, defamation of character, or racial comments, directed at students, co-workers, supervisors, administrators, Board members, or other agents of the Board.

2. Should it become necessary for the administration to dismiss or suspend any employee, the employee will be notified as soon as possible from the time of the infraction, or upon the administration's discovery of the infraction, and the dismissal or suspension shall take effect as soon as reasonably possible.
3. Should the employee feel that the action is unjust and if the employee so desires, a meeting with the administration, the employee, and a maximum of two of the employee's representatives shall be set within three (3) days of the suspension for the purpose of hearing the charges. The individual making the charge resulting in the dismissal or suspension must also be present at the meeting.
4. If, after the meeting with the administration, the employee feels the action unjust, the employee may appeal the administrative decision as outlined in the grievance procedure.
5. An employee may petition the Superintendent in writing to remove a document that he/she claims to inaccurate, untimely, or unfair from the employee's personnel file. The employee's petition must describe with specificity why the document is inaccurate, untimely, or unfair and may include any supporting evidence/documentation. If the Superintendent denies the employee's petition, the document will remain in the employee's personnel file and the employee may attach a rebuttal to the document when considering the employee's petition.
6. Any employee receiving a written reprimand or notice that is of a disciplinary nature shall be given a copy of said reprimand or notice. The employee will also be asked to sign the document to acknowledge that he or she has seen it. The employee's signature shall not mean that he or she necessarily agrees with the document's contents. Every employee has a duty to sign notices or communications provided under this section. Refusal to sign any notice or communication will be grounds for discipline.

K. FALSIFICATION

Falsification of any document, form or certificate submitted by or statement made by an employee, under this Agreement, is cause for disciplinary action, up to and including suspension or termination under this Agreement. Both the employee and the Board recognize that submission of an electronic form, document, or transmission is the equivalent of a signature on a form.

L. IMPROPER USE OF SCHOOL FACILITIES / EQUIPMENT

Employees shall not use Board property, facilities, copying equipment, communication equipment, or fax machines to circulate, distribute, or communicate anonymous letters, either authored by the employee or some other source.

M. DEMOTIONS

1. If in the course of normal events it becomes necessary for the administration to consider the demotion of an employee, the following policy will be followed:

The employee in question will be notified, in writing, prior to the demotion. No employee shall refuse to accept the written notification required by this section, nor shall any employee refuse to sign a receipt accompanying the notice by this section. Any employee who refuses to accept the notice or refuses to sign the receipt required by this section, shall be subject to disciplinary action. Within three (3) working days after receipt of the notice, should the employee desire a hearing, a meeting will be set with the administration and a maximum of two (2) representatives of the employee for the purpose of hearing the reason for the demotion. If after a meeting with the administration, the employee feels the action unjust, he/she may appeal the decision as outlined in the grievance procedure.

2. The primary reasons to be considered for demotion of an employee shall be:
 - a. Request of the employee;
 - b. A marked change in the employee's performance of assigned duties;
 - c. A complete lack of ability to perform the duties of the position, with or without reasonable accommodation.

N. RESIGNATIONS

In the event any employee desires to resign from his/her position in the District, written notification will be submitted to the Superintendent a minimum of ten (10) workdays prior to the date of resignation.

O. SUBCONTRACTING

In the event subcontracting of bargaining unit work occurs, sufficient notice shall be provided affected employees and every effort shall be made by the Board to relocate affected employees to comparable positions within the District.

ARTICLE 7 – EMPLOYMENT CONDITIONS

- A. The District shall provide certified training to all bargaining unit members for required medical and restraint training.

B. DISTRIBUTION OF MEDICINE TO STUDENTS

The Board shall permit employees to refuse to distribute medicine to students without reprimand or disciplinary action, except employees whose job description requires the distribution of medicine to students. Any employee whose job description requires the distribution of medicine to students and who refuses to distribute medicine to students shall be subject to reprimand or disciplinary action.

C. WORKLOADS

Workloads shall be evenly distributed within each classification/building/department as appropriate.

D. WORK SCHEDULES

Except as otherwise provided in this Agreement, work schedules for each contract year will be determined by June 15th and communicated to all employees in writing. All work schedules required by this section are subject to change by administration and all employees shall be notified of any changes in writing, in a timely manner. No MOST member newly hired after June 30, 2012 will have more days in their annual contract than their immediate supervisor unless it is approved, in writing, by the Superintendent.

E. HOURS

1. **Maintenance and Custodial Employees**

The regular scheduled work week for Maintenance and Custodial Employees (i.e., Engineers, Custodians, Security, Skilled and Semi-Skilled Tradesmen, Mechanical, Groundskeeper, Shipping & Receiving Clerk, and Warehouse Helper) shall be Monday through Friday. The daily schedule shall be eight (8) hours on each of the five (5) days of the regular scheduled work week unless a job is designated to require different hours.

- a. The general starting shift of employees assigned to schools while school is in session shall be in accordance with the times below. These times will be based on arrival of Maple Heights school employees and daycare services.

- First shift 7:00 a.m. – 3:00 p.m.
 - Mid-shift 10:00 a.m. – 6:00 p.m.
 - Second shift..... 2:30 p.m. – 10:30 p.m.
 - Third shift..... 11:00 p.m. – 7:00 a.m.

- b. The shift for employees assigned to the Warehouse shall be:

- 7:30 a.m. – 4:00 p.m.

- c. When school is not in session, the scheduled hours for all employees shall be:

- 7:30 a.m. – 4:00 p.m.

- d. If the Board finds it necessary to change the daily work schedule for an employee or of an entire shift of employees, MOST shall be notified prior to this change.

- e. Should it be necessary for an employee to report back to work after the closing of the shift or on any day that is not a regularly scheduled work day, he/she shall be paid a minimum of two (2) hours at his appropriate hourly rate. However, the employee shall clock in upon arriving and clock out when departing the building.
- f. If an employee is required to report to work earlier than his/her normal starting time due to weather or other emergencies, he/she shall not involuntarily have his/her scheduled work day reduced to compensation for reporting early.
- g. An employee who is required to be on continuous duty for an eight (8) hour period shall be entitled to a twenty (20) minute meal period during the middle four (4) hours of the shift. An employee not on continuous duty (8-1/2 hours) shall be free to take one-half (1/2) hour unpaid lunch period free from duty. He/she may leave the building during this period of time, but is required to punch the time clock in and out, should he/she leave.
- h. An employee is entitled to one fifteen (15) minute rest period during every four (4) hours of work. It will be taken at the immediate job site.
- i. Each employee shall be given a ten (10) minute clean up time at the end of a shift. Additional time shall be allowed to clean up should the job he/she is doing require additional time; such as, but not limited to, cleaning out the interior of the boiler.

2. **Secretarial Employees**

- a. The standard work day shall consist of seven and one-half (7 ½) work hours, not including a one-half (1/2) hour unpaid lunch break which can be expanded to forty-five (45) minutes by foregoing a fifteen (15) minute afternoon break, with the approval of the Immediate Supervisor.
- b. Employees will work out with their supervisor when they will be taking lunch. Employees are not obligated to be in the building during their lunch period. If an employee is required by his/her Immediate Supervisor to work through his/her lunch period, the employee shall be paid.
- c. Coverage during employee lunch periods shall be arranged by the immediate supervisor. Phones will be forwarded to another adult district employee.

F. OVERTIME PROCEDURE

1. Overtime must be approved in advance by the Superintendent or designee, except that in emergency situations the Director of Buildings and Grounds can approve overtime for Engineers, Custodians, Security, Skilled and Semi-Skilled Tradesmen, Mechanical, Groundskeeper, Shipping & Receiving Clerk, and Warehouse Helper. When a Day Engineer is absent from duty for any reason, the Night Custodian shall cover the day shift. If the Director of Buildings and Grounds cannot find a volunteer to cover the open night shift, the Night Custodian shall cover both shifts and may not refuse the overtime. When a Night Custodian is absent from duty for any reason, the Day Engineer shall cover both shifts and may not refuse the overtime. Engineers/Custodians shall not be mandated to work more than two (2) consecutive double shifts.
2. Overtime shall be paid in accordance with the Fair Labor Standards Act as follows:
 - a. Employees will be paid overtime at the rate of time and one-half (1-1/2) for all hours actually worked on Saturday and Sunday and for all hours actually worked over forty (40) in a five (5) day workweek from Monday through Friday.
 - b. For overtime purposes, holidays, pre-approved vacation time, and pre-approved personal time are treated as days actually worked.
3. **Overtime Coverage Requirement**
 - a. At the High School, the following employees shall be available to work on the following weekends and shall work on such weekends if requested by the Board or its designee:
 - Day Engineer – first (1st) weekend of each month
 - Mid-Shift Custodian – second (2nd) weekend of each month
 - AC Custodian – third (3rd) and fifth (5th) weekend of each month
 - Night Engineer – fourth (4th) weekend of each month
 - b. At the Middle Schools and Elementary Schools, the engineers and the custodians shall be available to work on alternate weekends and shall work on such weekends if requested by the Board or its designee.
 - c. The aforementioned employees shall also be available to work on the holidays occurring during the calendar week immediately succeeding the weekend for which they are required to be available, and shall work on such holidays if requested by the Board or its designee.
 - d. Saturday shall be deemed the first day of the weekend.

- e. No employee shall work two (2) consecutive weekends or substitute weekends with another employee without the prior approval of the Director of Buildings and Grounds.
- f. If an employee is on vacation during the weekend for which he/she is required to be available, he/she must notify the Director of Buildings and Grounds at which time the Director of Buildings and Grounds will assign the weekend to another employee on the rotational schedule.

G. BUILDING CHECK POLICY

The building check policy will be as follows:

1. The building Day Engineer, upon notification from the Director of Buildings and Grounds that a building check is required, will clock in on the overtime card upon his/her arrival at the work site, at which time he/she will perform a heat, security, and readiness check.
2. Once the building is ready for the following school day and the employee has completed his/her duties for at least one (1) hour, the employee will clock out and leave the work site. He/she will be paid for two hours at time and one-half (1 ½) of his/her regular rate of pay.
3. If it takes more than two (2) hours to correct a situation, the employee will receive pay for the amount of time shown on the time card at time and one-half (1 ½) of his/her regular rate of pay.
4. The "building checks" will be performed on the days requested by the Director of Buildings and Grounds.

H. EMERGENCY SCHOOL CLOSING

When schools are closed due to weather or other emergencies, all Engineers, maintenance personnel, and custodial staff will report to their respective buildings no later than 8:00 a.m. or the earliest possible time. They shall be compensated at the overtime rate for the time actually worked and receive a full day wages of eight hours. The engineer or his/her designee shall perform a building and security check, and determine what work may be necessary to perform to insure the protection of school property and the safe opening of the building at the earliest possible time. Following the building and security check, the Director of Buildings and Grounds or Superintendent may release employees from further duty.

An employee who takes a leave day (vacation leave or personal leave) on a day that schools are closed due to weather or other emergencies shall be charged for such leave day, since he/she would not have been available to work that day.

I. TOUR OF DUTY FOR ENGINEERS AND CUSTODIANS

While school is in session when an Engineer or Custodian reports to work, he/she shall remain in his/her building during the full tour of duty. If he/she leaves the building without permission from his/her Immediate Supervisor, he/she will be considered absent without leave and shall be subject to disciplinary action or dismissal for any violation thereof.

During summer session and days when school is not in session a day engineer or day custodian may leave the building for lunch for a period of time not to exceed thirty (30) minutes as long as the building is not left unattended, and the employee is not required to lock up the building. Said employee must "punch out" when leaving, and "punch in" upon return.

J. SECURITY PERSONNEL

1. All security personnel shall be required to wear uniforms provided by the Board. A uniform shall mean a shirt and a badge. The Board shall provide three (3) short sleeve shirts with patches and one (1) long sleeve shirt with patches.
2. It is the sole responsibility of each individual security person for the up-keep and regular laundering of a Board-provided uniform.
3. No uniform will be replaced without a written request to the Chief of Security for approval along with a proper explanation of the circumstances for the needed replacement.
4. The Board shall provide all equipment which it determines, in its sole discretion, is necessary.
5. All security personnel shall provide evidence of completion of the private security training course sponsored by the Ohio Peace Officer Training Council, prior to employment.

K. MISCELLANEOUS (this section only applies to Maintenance and Custodial Employees)

1. An employee shall not be held responsible for the non-performance of any job because of lack of sufficient help, supplies or time to properly perform the work.
2. An employee shall be held responsible for the non-performance of any job because of lack of effort, lack of motivation, or lack of performance.
3. An employee will not be held responsible for any loss or damage to tools or equipment, except due to his/her own negligence or intentional wrongdoing.
4. No employee shall be permitted to borrow or use equipment, machinery, or property of the District from his/her own personal use. Any such use shall be grounds for dismissal.

5. The Director of Buildings and Grounds shall not use tools or start on any job assignment that can be handled by members of the MOST, except in the case of emergencies.
6. No employee shall be required while alone to use extension ladders, telescoping ladders, scaffolding, etc., nor should the employee be required to perform any hazardous or abnormal, strenuous activity which he/she could not reasonably perform and which is in violation of any Federal, State, or City law or ordinance.
7. Each employee shall be responsible for the performance of any task assigned to him/her by his/her Immediate Supervisor. Any District personnel who attempt to change the duties of said employee shall do so through the employee's Immediate Supervisor, except when the change or order is for the safety or health of the students or other employees in the building. Bargaining unit members shall not be subject to discipline resulting from conflicting orders of supervisors during safety or health emergencies.
8. The Board and Administration shall exert its best effort to support employees in the maintenance of student discipline and protect all employees from verbal or physical abuse while engaged in the performance of their duties. Any employee who receives verbal or physical abuse shall file a written report with his/her Immediate Supervisor. An employee shall not be required to remain on an assignment until the threat to his/her safety is eliminated. The employee shall cooperate with this administration in the prosecution of the person employing verbal or physical abuse.
9. The Board shall not contract for services that will result in the layoff of employees in the bargaining unit.

L. PARAPROFESSIONALS

1. The District shall provide mechanical lifting devices for the classroom in which non-ambulatory students require assistance for movement.
2. Each bargaining unit member shall have a designated work area and provided with personal space to store their belongings.
3. No bargaining unit member shall be assigned direct instructional duty or act as a substitute teacher. The duties shall be limited to behavioral supervision and administrative support.

M. TEMPORARY ASSIGNMENTS (this section applies to all bargaining unit members, excluding Transportation)

If an employee is assigned to fill a vacancy created by a leave of absence, it shall be a temporary assignment, filled by the job bidding procedure. The employee filling the position created by the leave of absence will receive a salary for this transfer as if this transfer were a permanent one.

1. When relieved of this temporary assignment, the employee will return to his/her previous position at the rate of pay he/she received at that position prior to filling the temporary assignment.
2. If the employee on leave of absence cannot return to his/her position after one (1) year, the transfer will be considered a permanent one.

N. SUBSTITUTES FOR SECRETARY OR CLERICAL WORKER

A substitute may be provided when a secretary or clerical worker is absent from his/her position with the approval of the Superintendent or Treasurer for their respective employees. Consideration for additional compensation is to be provided upon extended leave situations.

O. TRANSPORTATION EMPLOYEES (this section only applies to Bus Drivers and Bus Monitors)

1. All Bus Drivers and Bus Monitors shall be regular part-time employees.
2. The Board and MOST hereby agree to comply with all Federal, State, and Local laws, and Board policies regarding alcohol and drug testing of bus drivers including the Omnibus Transportation Employee Testing Act of 1991, and the rules published by the Federal Highway Administration, and the U.S. Department of Transportation. The cost of all mandatory drug/alcohol testing of employed drivers will be paid by the Board.
3. All abstracts, commercial driver's license (CDL) renewals, BCII and required permits are to be paid by the Board. For new drivers, this reimbursement shall be made upon successful completion of the probationary period.
4. All drivers and monitors shall be notified by the administration of their hours for the purpose of insurance by February 1 of each year.
5. The Board shall provide communication devices on all the buses that are in compliance with state law, which shall be used only for official school business. Communication usage shall be logged by bargaining unit member and submitted to the employer.
6. Training shall be provided by the Board at its expense for drivers and monitors in the following areas:
 - a. How to restrain out of control/behavior students;
 - b. Use of lifts and other equipment;
 - c. CPR/First Aid;
 - d. Training for prior disclosed medical condition and disability needs of students.

The training will be offered annually with video tapes where possible for review and for new employees. Attendance for such training is mandatory.

7. Each bus driver shall be provided copies of all emergency medical forms for all children riding his/her bus. All copies will be kept confidential and secure at all times in one designated area.
8. Drivers are guaranteed a minimum of two (2) hours' pay for any trip cancelled within one (1) hour of the time scheduled. When a trip is cancelled more than one (1) hour in advance, the driver affected goes to the top of the rotation list, thus receiving the first trip opportunity from the trip board.
9. A guaranteed minimum of two (2) hours' pay shall be provided for every regular bus route, student activity run, and/or field trip for drivers and monitors. This two hours shall include pre-trip and post-trip duties.
10. There shall be a minimum of thirty (30) minutes each day for pre-trip and post-trip duties. For field trips and student activity runs, this is forty-five (45) minutes.
11. Paid time is provided for fueling vehicles as needed.
12. Time is provided at the regular rate of pay for changing of routes, two (2) day seminar, and training identified in Paragraph 6 of this section, and suspension or expulsion hearings involving a student, when required.
13. Monitors will be assigned to all routes in which two or more E.D. or multi-handicapped classroom students are assigned. All kindergarten routes with over thirty (30) students riding regularly will have a monitor assigned. Monitors cannot be pulled off these routes to ride a regular route.
14. All student activity runs and field trips will be posted and kept updated.
15. The Board shall not contract for services that will result in the layoff of employees in the bargaining unit.
16. **Overnight Trips** – Where a bus driver is assigned to a trip, which requires one or more overnight stays, the bus driver shall be provided a hotel room each night an overnight stay is required in conjunction with the trip. Where a bus driver is required to stay in a hotel overnight and remain out of town through the next day past 2:00 p.m., without being required to make additional runs in the interim, prior to returning, the bus driver shall be provided a hotel room for that day. Any bus driver assigned to a trip which requires one or more overnight stays shall be reimbursed for meals in accordance with Board policy.
17. The Bus Driver's Handbook shall be reviewed annually with the Director of Transportation by a committee of no fewer than three (3) bus drivers appointed by the MOST President. The MOST President shall provide the Director of Transportation written notice identifying the three appointees no later than the second Monday of May. Within ten (10) workdays from receiving the written

notice from the MOST President, the Director of Transportation shall schedule a meeting and meet with the three appointees for the purpose of explaining the Bus Driver's Handbook to the appointees and answering questions related to the Bus Driver's Handbook. The appointees shall be permitted to offer input and suggestions to the Director of Transportation, but such input and suggestions shall be considered advisory only. The appointees shall be paid for the time spent meeting with the Director of Transportation in conjunction with this section.

18. Rotation Policy for Bus Drivers

- a. Regular bus drivers and bus monitors shall have the right to bid for routes at the two day seminar before the beginning of the school year. The most senior driver or bus monitor, respectively, on the seniority list receives the first bid and bidding will continue down the list in the order of seniority.
- b. Regular bus drivers shall be offered the right to have their names placed on the trip board(s), by seniority, at the two day seminar before the beginning of the school year, except no regular bus driver shall have the right to have his/her name on the day field trip board where the day field trip conflicts with the regular route of the driver. A list of names of the regular bus drivers who exercise the right to have their names placed on the trip board(s) shall be properly posted in order of seniority. Any regular bus driver, who is properly on the trip board(s) seniority list, and refuses a trip shall have his/her name placed at the bottom of the trip board(s) rotation list. Bus drivers may be placed on the trip board after completing forty (40) workdays of the employee's probationary period, or obtaining his/her CDL/Pre-Service Certificate, whichever is later.
- c. All special education routes, assigned after the two day seminar at the beginning of the school year, shall be assigned at the discretion of the Director of Transportation, except the assignment may not conflict with the regular route of a driver and may not conflict with the right of a driver, who is on the day field trip list, to accept a day field trip.
- d. The Director of Transportation may assign any bus driver to cover any route or trip in emergency situations.
- e. The administration shall be responsible for developing and updating the seniority list and rotation policy.

The bus drivers may communicate on or before August 1 of each year any suggestions or concerns regarding the rotation policy for bus drivers for the upcoming school year. The method of communicating the suggestions and concerns shall be by delivering a written communication from the MOST President/designee, to the Superintendent on or before August 1 of each year.

- f. Once procedures are established for the year, a handbook will be printed and distributed to all transportation employees.

19. **Violation of Ohio Motor Vehicle Laws**

- a. All bus drivers must report all traffic citations issued while driving a District bus, immediately to the Director of Transportation. All bus drivers must report in writing any accident in which he/she was involved while driving a District bus, to the appropriate law enforcement authorities at the time of occurrence and to the Director of Transportation immediately.
- b. All bus drivers must report all traffic convictions in writing to the Director of Transportation and Superintendent within one (1) day after the employee is convicted of the offense on the form contained in Appendix 10. This requirement pertains not only to convictions received while driving a District bus but to any traffic conviction received by the bus driver.
- c. Any bus driver who receives six (6) or more points against his/her drivers license/abstract within a two (2) year period shall be immediately terminated. The six (6) points referred to in this section shall refer not only to points received while driving a District bus, but to points received while driving any motor vehicle.
- d. For purposes of this section, the word "immediately" shall mean the same day of the occurrence.

20. **Holiday Pay**

Bus Drivers and Bus Monitors are required to work the day which they are scheduled to work before and after a holiday in order to receive pay for the holiday. In an emergency situation a bus driver or monitor may receive pay for the holiday with approval from the Superintendent. All requests must be in writing and submitted to the Superintendent within three (3) days of returning to work.

21. **Transportation Recording Devices**

There shall be working recording and necessary viewing equipment to document activities that may occur on the buses. Non-functioning equipment that is beyond repair will be replaced with new digital equipment as needed.

ARTICLE 8 – LEAVES; HOLIDAYS; VACATIONS

A. **SICK LEAVE**

- 1. Accumulation of sick leave shall be limited to 299 days.
- 2. Sick leave shall be accumulated at the rate of 1 ¼ days per month, beginning with the first month of employment.

3. Sick leave shall only be approved in one fourth day, half day or whole day increments based upon an eight (8) hour day.
4. Employees shall be paid for acceptable reasons for absence to the extent of their accumulated sick leave. Acceptable reasons for leave with pay are personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury. The immediate family is to be interpreted to mean father, mother, sister, brother, spouse, children, or anyone living in the employee's household.
5. Employees who have an unused balance of accumulated sick leave with pay from state, municipal, or previous board of education employment in Ohio, upon entering the service of the Board shall make application to the former employer for a written statement of the approved amount of accumulated sick leave. This statement shall be forwarded to the Treasurer's office and the employee shall be credited with the unused balance of accumulated sick leave up to the maximum amount allowed in Section A(1) above.
6. Employees may not use sick time that has not yet been accumulated, without first requesting the days be advanced, except in emergency situations. Upon receipt of a written request from an employee to the Treasurer, the Board will advance sick leave as per Ohio Statute to new employees who have not yet earned sick leave and to employees who, upon written request to the Treasurer, have exhausted all the leave they have earned. The amount of sick leave advanced shall be equal to, but shall not exceed in total, the amount the employee would earn during the school year in which it is granted. If for any reason employment is terminated and the employee has used more than the amount of sick leave earned, any excess shall be deducted from the employee's final paycheck. If the sum owed the Board is in excess of the final paycheck, the employee shall reimburse the Board within thirty (30) days of termination of employment.
7. Employees will be notified of their sick leave use and accumulation on each paycheck stub.
8. All employees shall furnish a written, signed statement on the form contained in Appendix 2, which shall be completed and submitted to the Personnel Department within two (2) days of returning to work, to justify the use of any leave until such time where appendix forms can be electronically submitted. They shall utilize a district-approved, computer based system (currently AESOP) to document the use of any leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when consulted.
9. During the course of each contract year, should an employee be absent for any reason set forth in Paragraph A, Subparagraph 4 above, for five (5) consecutive days, where no documentation of the reason has been provided, an employee must furnish a certificate from a licensed physician documenting the reason for the absence.

10. The Board shall have the right to require independent medical examinations by a physician selected by the Board, and to receive a medical report from said physician, at its expense to confirm a continuing disability, illness, or sickness of an employee. If the report of the physician selected by the Board and the employee's physician do not concur, then both parties shall mutually select a physician, who will prepare and provide a report to the parties, at the Board's expense. The mutually selected physician's determination shall be final. The Board will provide the employee with an authorization form compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician so that the medical report(s) addressed herein can be released to the Board.

B. PERSONAL LEAVE

1. Each employee with one year of continuous service shall be entitled to three (3) days of absence, with pay, each contract year due to personal reasons as permitted under subparagraphs 2 & 3 below, which days shall not be deducted from sick leave. New employees shall be entitled to one (1) personal day during their first year of employment. All requests for personal leave shall be submitted at least three (3) working days in advance of the days for which leave is requested, except in emergencies. Employees must follow established call-in procedures in order to receive pay for an emergency personal day. They shall utilize a district-approved, computer based system (currently AESOP) to document the use of any leave, until such time where appendix forms can be electronically submitted. In emergencies the employee shall complete a leave form upon return. Personal leave requests must be made on the appropriate form (Appendix 3). This form must be signed by the employee's Immediate Supervisor prior to being sent to the Superintendent for approval. No request will be approved unless all sections are completed. Personal leave utilized in violation of this section shall be cause for disciplinary action including suspension or termination of employment under this Agreement.
2. Personal leave shall include, but not be limited to, major disaster affecting immediate family property, closing of loans on property, court appearance, wedding of employee, immediate family receiving awards, immediate examination for military service, any business activity of major significance which cannot be handled before or after school or on a weekend.
3. Personal leave shall not include recreational activity, gainful employment, making application for employment elsewhere, purchasing an automobile, major electrical appliance, etc., accompanying a spouse on a business trip, extension of sick leave, bereavement leave, attending a fraternal function, friend's illness, wedding anniversaries, parent-teacher conferences, and other examples of seemingly emergency nature which in reality could be taken care of through other arrangements.
4. Personal leave will not be approved by the Superintendent, on any of the following days, except under very unusual circumstances and where the request for leave is in writing, and attached to a completed Appendix 3 form: 1) the first

and last week of school; 2) the school day preceding or following a day (or days) when school is closed for holidays.

5. Each member of the bargaining unit will be required to disclose the circumstances of his/her personal leave in all requests.
6. Unused personal leave shall be converted to sick leave at the end of the school year.

C. BEREAVEMENT LEAVE

1. All employees shall be granted up to five (5) days without loss of regular pay, per contract year, not chargeable to sick leave, in the event of the death in the immediate family.
2. For the purpose of this section, a member of the immediate family shall mean only persons who occupy the relationship of spouse; son; daughter; brother; sister; step-parent; stepchild; immediate relative-in-law; grandparent; grandchild; father; mother; and person living in the same household. No employee shall be paid under the provision of this section for any days falling during his/her scheduled vacation period or on a holiday.
3. A personal day shall be granted to attend the funeral of a relative or friend not covered under Paragraph C, Subparagraph 2, above.
4. In the event of the death of a member of the immediate family of an employee occurs at a distance greater than three hundred (300) miles from Maple Heights, the employee may be allowed an additional absence of up to one (1) workday per school year without loss of pay, not chargeable to sick leave, for travel time.
5. Under no circumstance shall the leave set out in this section be accumulated from one contract year to the next.
6. All employees shall furnish a written, signed statement on the form contained in Appendix 7, which shall be completed and submitted to the employee's Immediate Supervisor, at the first available time, when seeking leave pursuant to this section. They shall utilize a district-approved, computer based system (currently AESOP) to document the use of any leave, until such time where appendix forms can be electronically submitted.

D. PARENTAL LEAVE

1. Employees who become pregnant or who are adopting or rearing a child less than one (1) year of age may request and be granted a parental leave of absence without pay or fringe benefits. A parental leave may commence at any time during the period between commencement of pregnancy and end of the pregnancy disability associated with the birth of the child or at the time of the adoption of the child. Such leave shall be for a period up to one (1) year. The Board may grant up to an additional year upon request of the employee.

2. The unit member may continue to participate in the fringe benefit package provided he/she pays the full monthly premium to the Treasurer by the first day of each month.
3. Employees who return shall be placed in their previous job, if available. If their previous job is not available, then employee shall be returned to comparable position, where available, with no reduction in pay.
4. All employees shall furnish a written, signed statement on the form contained in Appendix 9, which shall be completed and submitted to the Superintendent, at the first available time, when seeking leave pursuant to this section. They shall utilize a district-approved, computer based system (currently AESOP) to document the use of any leave, until such time where appendix forms can be electronically submitted.
5. A pregnant employee may use up to six (6) calendar weeks of paid sick leave following the birth of her child, after which the employee must return to work or be granted an unpaid leave pursuant to this Agreement. However, a documented illness or disability after the six (6) week period can extend the use of sick leave.

E. ASSAULT LEAVE

An employee who is absent due to physical disability resulting from an unprovoked assault upon said employee which assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment, shall be granted up to thirty (30) days assault leave, providing all provisions of this section have been met. During such assault leave, said employee shall be maintained on full-pay status.

1. **Provisions**

- a. An employee who has been threatened with assault or assaulted in connection with the performance of an assigned duty of the Board shall notify his/her appropriate supervisor immediately. Within twenty-four (24) hours of the incident, the employee, when physically possible, will provide his/her supervisor with a written report of the incident. Such report shall be signed by the employee. The employee will be encouraged to testify against the assaulter in any disciplinary proceeding conducted by the Board. Unless excused as set forth below in subparagraph 5 below or by the Superintendent, the employee may file a police report with the appropriate law enforcement agency and shall seek prosecution for criminal assault under local or state ordinances.
- b. The employee who has been physically assaulted must furnish a written signed statement on the form provided by the Board and attached at Appendix 4 to justify use of assault leave. They shall utilize a district-approved, computer based system (currently AESOP) to document the use

of any leave, until such time where appendix forms can be electronically submitted.

- c. A certificate from a licensed physician, attached at Appendix 2, shall be required before assault leave can be approved for payment.
2. In any assault leave extending three (3) days, the Board shall have the right to require independent medical examinations by a physician selected by the Board, and to receive a medical report from said physician, at its expense to confirm a continuing disability, illness, or sickness, whether it be physical or mental. If the report of the physician selected by the Board and the employee's physician do not concur, then both parties shall mutually select a physician, who will prepare and provide a report to the parties, at the Board's expense. The mutually selected physician's determination shall be final. The Board will provide the employee with an authorization form compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician so that the medical report(s) addressed herein can to be released to the Board.
3. An employee temporarily disabled as a result of a physical assault shall be returned to the same position as held at the time of the incident when possible.
4.
 - a. If the employee is physically disabled by the assault for longer than thirty (30) days, additional absence will be deducted from the employee's sick leave.
 - b. If a physical assault results in a physical injury, which has abated, and a claim is made for assault leave as a result of a mental disability, then the employee must submit to an examination by a physician of the Board's choosing. The employee must disclose any pre-existing mental or physical condition.
 - c. Compensation received by an employee for leave pursuant to this section shall be offset by any compensation received by the employee from the Bureau of Workers' Compensation for Temporary Total Disability pay for the same time period. It is the employee's responsibility to report payment of Temporary Total Disability to the Treasurer.
5. Any criminal assault charges filed by an employee as required by Paragraph E, Subparagraph 1, may be withdrawn by the employee without waiving any right to assault leave only under the following limited, specific circumstances:
 - a. A student committed the assault;
 - b. The student, prior to the assault, was receiving special education services from the district; and
 - c. A manifestation meeting was conducted and it was determined that the student's behavior was a manifestation of the student's disability.

F. LEAVE FOR JURY DUTY

1. When a jury summons is received, the employee shall notify the Superintendent promptly.
2. If the employee serves as a juror, the employee will receive full compensation for each day of jury duty served provided that the employee served a minimum of two-thirds (2/3) of his/her work schedule as a juror, or the employee has reported to work and served the remainder of the day in furtherance of the employee's duty to the District where the employee served less than two-thirds (2/3) of his/her work schedule as a juror; the employee has completed a form provided by the Treasurer to seek coverage under this section. They shall utilize a district-approved, computer based system (currently AESOP) to document the use of any leave, until such time where appendix forms can be electronically submitted.
3. Any employee who serves as a juror but who fails to comply with the mandates of this section shall not be entitled to compensation for any days served as a juror. This provision shall not be utilized for any purpose other than jury duty and the District shall not compensate the employee for court appearances under this section that are not as and for jury duty.

G. SCHOOL RELATED LEAVE

An employee shall be granted paid leave where the employee is required to be absent from his/her regular work duties when the absence is due to a subpoena which the Board or its legal representative has requested be issued. Any witness fee that the employee receives shall be turned over to the Treasurer, less any mileage reimbursement at current IRS rate or documented parking expense related to the employee's service as a witness.

H. EXTENDED ILLNESS AND/OR DISABILITY LEAVE

1. A request for an unpaid leave for extended illness and/or disability must be made in writing to the Superintendent. Leave will be granted only upon receipt of a certificate from a licensed physician on the form prescribed at Appendix 2 that an extended illness or disability exists. An employee who is granted a leave of absence for extended illness and/or disability shall receive any and all fringe benefits which he/she would otherwise have as an employee of the Board for up to twelve (12) months from the initial date of absence. In the event an employee has applied for and been denied SERS disability and they are appealing that decision, the employee would have up to an additional twelve (12) months.
2. An employee who is on extended illness and/or disability leave must apply for and accept immediately SERS benefits as soon as the employee becomes eligible. Such coverage shall cease if and when the employee receives disability retirement payments from the SERS. Failure to apply for SERS disability will result in the loss of rights covered under section 1 above.

3. The Board shall have the right to require independent medical examinations by a physician selected by the Board, and to receive a medical report from said physician, at its expense to confirm a continuing disability, illness, or sickness. If the report of the physician selected by the Board and the employee's physician do not concur, then both parties shall mutually select a physician, who will prepare and provide a report to the parties, at the Board's expense. The mutually selected physician's determination shall be final. The Board will provide the employee with an authorization form compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that the employee is required to execute and provide to the physician so that the medical report(s) addressed herein can be released to the Board.
4. If an employee is assigned to fill a vacancy created by a leave of absence, it shall be a temporary assignment, filled by the job bidding procedure. The employee filling the positions created by the leave of absence will receive a salary for this transfer as if this transfer were a permanent one.
 - a. When relieved of this temporary assignment, the employee will return to his/her previous position at the rate of pay he/she received at that position prior to filling the temporary assignment.
 - b. If the employee on leave of absence cannot return to his/her position after twenty four (24) months, the transfer will be considered a permanent one.
5. Subject to the provisions of R.C. 3309.41, and to the extent permitted by State law, any employee on Extended Illness and/or Disability Leave who is unable to return to his/her position after a period of twenty four (24) months shall have no right to return to employment with the Board, and the employee shall be considered terminated. The parties expressly acknowledge that this provision supersedes and replaces O.R.C. 3319.13.
6. Federal Family and Medical Leave – The Board will comply with Federal law regarding FMLA. However, all FMLA leave shall run concurrently with sick leave, and no employee shall be entitled to use intermittent leave.

I. PROFESSIONAL MEETINGS AND CONFERENCES

Employees wishing to attend any conference, meeting or convention shall file a written request with the Superintendent, but through the Immediate Supervisor. After the Immediate Supervisor has seen and initialed the request, it will be forwarded to the Superintendent who may grant such request with the employee realizing no loss of earnings. The Superintendent will evaluate requests for reimbursement, if any, for each approved trip. Employees attending professional conferences or meetings at Board expense shall provide a 1-2 page written summary to the Superintendent within twenty-one (21) days of returning to work. The summaries may be shared with Board members and other staff as a means to disseminate information.

J. HOLIDAYS

1. Full-time (11 or 12 month) salaried and hourly employees shall receive thirteen (13) paid holidays per school year. All other employees shall receive ten (10) paid holidays per school year. The dates to be observed annually shall be determined by the Calendar Committee on which two (2) MOST members shall serve.
2. An employee working during any part of the month of July shall receive Independence Day as a paid holiday.
3. The paid holidays for MOST are as follows:

11 AND 12 MONTH EMPLOYEES

Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve
 Christmas Day
 Day After Christmas
 New Year's Eve
 New Years Day
 Martin Luther King Day
 Presidents' Day
 Good Friday
 Memorial Day
 Independence Day

ALL OTHERS

Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Day
 Day After Christmas
 New Years Day
 Martin Luther King Day
 President's Day
 Good Friday
 Memorial Day

K. ABSENCES/TIME CARDS

An employee's Immediate Supervisor shall designate where and to whom an employee will report absences. Anyone calling off work must call his/her Immediate Supervisor and call or log the absence into the Board-designated system (currently AESOP), no less than one (1) hour prior to the mandatory required reporting time, where possible. All MOST employees will also use the Board-Designated system accessible at their worksite (currently KRONOS) to report hours worked each day.

Disregard to this procedure will result in a non-approved absence. Three documented consecutive non-approved absences may result in disciplinary action.

L. VACATIONS

1. An eleven (11) or twelve (12) month employee as defined in Article 1, B, 11 and 12 shall receive vacation leave.
2. An employee who is neither an eleven (11) or twelve (12) month employee shall receive no vacation leave.

3. The length of an employee's annual vacation with pay depends on such employee's record of continuous service with the Board. Service is counted from the latest established full-time (salaried or hourly rate) employment date as an employee shown on the personnel records of the employee.
4. Vacation leave will only be permitted against scheduled work time. There shall be an option for pay out of vacation time when there is a denial of use and the denial would result in the employee losing their vacation time.
5. The paid vacation schedule for employees hired prior to July 1, 2009, shall be as follows:
 - a. The employee will have earned ten (10) work days of annual paid vacation after completing one (1) year, through four (4) years, of employment.
 - b. The employee will have earned fifteen (15) work days of annual paid vacation after completing five (5) years, through twelve (12) years, of employment.
 - c. The employee will have earned twenty (20) work days of annual paid vacation after completing thirteen (13) years of employment.
 - d. After twenty (20) years of completed service, the employee will accrue one (1) additional day vacation for every completed year of service.
 - e. After one year of service, previous PERS and SERS time shall count towards vacation. Evidence of service must be provided.
6. The paid vacation schedule for employees hired after June 30, 2009, shall be as follows:
 - a. The employee will have earned five (5) workdays of annual paid vacation after completing one (1) year.
 - b. The employee will have earned ten (10) workdays of annual paid vacation after completing two (2) years, through four (4) years, of employment.
 - c. The employee will have earned fifteen (15) workdays of annual paid vacation after completing five (5) years, through twelve (12) years, of employment.
 - d. The employee will have earned twenty (20) workdays of annual paid vacation after completing thirteen (13) years of employment.
 - e. After twenty (20) years of completed service, the employee will accrue one (1) additional day vacation for every completed year of service.
7. The anniversary date of the employee's employment with the Board as an employee determines the length of service to warrant paid vacation for said year.

8. When a conflict arises in vacation scheduling, the most senior employee in the building shall be given preference in the choice of vacation time when possible. Vacation can be taken at any time during the year, except during the seven (7) workdays prior to school opening (teacher's report day), the seven (7) workdays prior to school closing (teacher's last day), and as noted in Paragraph 10, Subparagraph a below, except with the Superintendent's approval.
9. The actual dates an employee may select for vacation are subject to approval of the Immediate Supervisor and the Superintendent. While said approval will not be unreasonably withheld, the time of the year a vacation is taken will necessarily conform to the requirements of the school or department.
10. An employee will receive an extra day of vacation if, during his/her vacation, there is a day for which the employee would otherwise have received holiday pay. Vacation accrual shall be prorated for pay out in the event of transfer or separation of employment.
11. Maintenance and Custodial Employees
 - a. No employee shall be allowed paid vacation or compensatory time off for more than three (3) weeks during the period of June 1 through September 1 of each year of this Agreement, except with the Treasurer's approval.
 - b. The employee will be given the option of splitting his/her vacation periods. Vacation time accrued in any calendar year may be carried forward into the next calendar year only. Vacation time will not be accumulated past the second year. Vacation time accrued in one calendar year and carried forward into the next calendar year must be utilized by his/her anniversary date of hire in the second calendar year or it will be forfeited. If an employee has requested use of vacation leave which has been carried forward into the second calendar year, within six (6) months prior to the expiration of the second calendar year, and said request was denied, then that vacation time may be carried forward into a third calendar year only. If said vacation leave is not used in that third calendar year it will be forfeited. Should an employee be hospitalized or have an extended illness while on vacation, sick leave may be used instead of vacation time. The Superintendent should be notified of this condition as soon as possible.
12. Secretary
 - a. Vacation time will not be accumulated past the second year. Vacation time accrued in one calendar year and carried forward into the next calendar year must be utilized by his/her anniversary date of hire in the second calendar year or it will be forfeited. There shall be an option for pay out of vacation time when there is a denial of use and the denial would result in the employee losing their vacation time.

M. PERSONAL LEAVE BANK

1. A personal leave bank will be maintained. Each member of the bargaining unit may voluntarily donate a maximum of one (1) unused personal leave day by October 1st, per school year to a Personal Leave Bank which enrolls them as a member of the bank. Newly hired employees have thirty (30) calendar days to donate one (1) personal day which enables their membership in the Personal Leave Bank. All employees shall furnish a written, signed statement on the form contained in Appendix 11, which shall be completed and submitted to the Treasurer, when seeking leave pursuant to this section.
2. The donations to the Personal Leave Bank shall not be counted as a day of absence for attendance incentive pay.
3. The maximum number of days in the bank shall not exceed the number of members in the bargaining unit.
4. Eligibility and Use of Personal Leave Bank Days
 - a. The Superintendent and MOST President shall mutually determine eligibility for persons who apply for use of paid leave from the Personal Leave Bank and shall determine the number of personal leave bank days authorized to the employee. The number of days will not exceed thirty (30) days initially. Such eligible employees must have exhausted all of their sick leave accumulation, including sick leave advances, vacation days and must have a serious or catastrophic illness or injury, either personally or in their immediate family.
 - b. Only bargaining unit members who have donated shall be eligible for enrollment in the Personal Leave Bank and may enroll by donating one (1) personal leave day to the bank.
 - c. If an employee is considered for disbursement of Personal Leave Bank days, he/she must first contribute any remaining personal leave and vacation days to the Personal Leave Bank before any days are disbursed to the employee.
 - d. An employee using the Personal Leave Bank must apply for SERS disability leave when eligible.

ARTICLE 9 – FRINGE BENEFITS

A. HOSPITALIZATION / MAJOR MEDICAL INSURANCE

1. All employees working thirty (30) or more Board-approved hours per week who wish to enroll in one of the hospitalization/major medical insurance plans offered by the Board, may buy into the single or family plan at the monthly rate set out in subparagraph 4 below.

2. All employees hired prior to July 1, 2009, working less than thirty (30) Board-approved hours per week who wish to enroll in one of the hospitalization/major medical insurance plans offered by the Board, may buy into the plan of their choice at the monthly rate set out in subparagraph 4 below, and receive full paid single coverage or one-half (1/2) paid family coverage.
3. All less than full time employees hired prior to July 1, 2009, who perform 1,080 hours active duty per year shall be eligible to receive their hospitalization/major medical insurance benefits during the summer months for the monthly rate set out in subparagraph 4 below. An accurate record of the number of hours worked shall be kept in the department in which these employees work and shall be available for review on a monthly basis.

4. Hospitalization

Each employee enrolled in a District-sponsored health plan shall contribute toward the plan based on the following schedule until such time where the Health Care Committee accepts coverage levels for the district:

Effective July 1, 2012, employee shall pay for their choice of either Medical Mutual/Kaiser:

\$50.00	per month	Single Coverage
\$120.00	per month	Family Coverage

A three-tier prescription drug program will be implemented requiring employees to pay prescription co-pays of Five Dollars (\$5.00) generic, Twelve Dollars (\$12.00) formulary, and Twenty-Four Dollars (\$24.00) non-formulary for each prescription filled.

B. DENTAL INSURANCE

1. All employees working thirty (30) or more Board-approved hours per week are eligible to enroll in the dental insurance plan provided by the Board. The Board shall pay an amount not to exceed \$30.00 per month for each employee's dental plan, whether for an individual or family plan, as the case may be. The eligible employee shall pay any amount required in excess of \$30.00 per month and shall have the option to choose an individual or family plan.
2. All employees who perform 1,080 hours active duty per year shall be eligible to receive their dental insurance benefit during the summer months by paying the amount required in excess of the \$30.00 per month Board payment. An accurate record of the number of hours worked shall be kept in the department in which these employees work and shall be available for review on a monthly basis.

C. OPTICAL INSURANCE

All employees are eligible to enroll in the optical insurance plan provided by the Board. The Board optical coverage shall be limited to employees only. The coverage will provide for one (1) annual eye exam, not to exceed \$75.00, and one (1) annual pair of frames with lenses, not to exceed \$150.00, or up to \$100.00 annually for contact lenses. Family coverage may be purchased by eligible employees at a premium rate provided by the Board and paid by the employee.

D. LIFE INSURANCE

The Board shall provide full paid life insurance benefits for twelve (12) months each year according to the following schedule:

\$50,000 - to all employees working thirty (30) or more Board-approved hours per week, with the option to apply for \$300,000, additional insurance at the employee's expense, if available.

E. HEALTH CARE FLEXIBLE SPENDING ACCOUNTS

The Board shall provide at no cost to the employee Section 125 Flexible Spending Account which may be used to pay for eligible dependent care expenses and health care expense to the maximum allowed by law.

F. SPOUSAL COORDINATION OF BENEFITS (NEW)

1. If the employee's spouse is eligible in their employer's group health insurance and/or prescription drug insurance, the spouse of the employee must enroll in said employer's sponsored group insurance coverage(s). (Spouse available insurance). The employee's spouse may enroll in single employer sponsored group insurance coverage, the spouse is not required to enroll in family coverage.
2. If the employee(s) spouse refuses to enroll in the employer's group health insurance, the MOST employee will pay an additional two-hundred (\$200) per month for family coverage through the district.
3. Upon the spouse's enrollment in any such "spouse available group health insurance coverage", that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits.
4. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration verifying whether or not their spouse is eligible to participate in "spouse available group health insurance" sponsored by the spouse's employer.

5. If an employee submits false information about their spouse's "spouse available insurance" coverage, the employee may be subject to disciplinary action by the Board, up to and including termination of the employee.
6. If an employee and/or their spouse and/or the dependent(s) involuntarily lose insurance coverage from any other plan (eg. Employer of spouse/dependent discontinues insurance coverage, spouse/dependent changes job and no longer has insurance benefits through the employer), that employee and/or spouse and/or dependent(s) are automatically eligible to enroll in the Board's insurance coverage with no pre-existing condition exclusions or waiting period.
7. The Spousal Coordination of Benefits requirement does not apply to any spouse who works twenty (20) hours or less per week.
8. The Spousal Coordination of Benefits language only applies to a spouse who can take group health insurance coverage. The contract language does not apply to any spouse who works for an organization that does not offer a group health insurance plan.

G. OPT OUT

1. Employees who are covered by another medical insurance plan and elect not to enroll in the Board paid hospitalization and major medical insurance, shall receive a payment at the completion of each school year in the following amount(s):

Eligible For:	Enroll In:	Payment:
Family	No Board Plan	\$400
Family	Single Plan	\$200
Single	No Board Plan	\$200

H. HEALTH INSURANCE COMMITTEE (NEW)

1. A committee composed of up to four (4) representatives appointed by the MOST president and up to four (4) representatives appointed by the Superintendent shall be charged with the reduction of health care costs to the Board and members of the bargaining unit through improvement of employee health status and health plan cost management. The MHTA local president shall be invited to appoint up to four (4) representatives as well. The Health Care Committee shall be co-chaired by the MOST president, the MHTA president, and the Superintendent. A recording secretary shall be appointed. Regular minutes shall be kept and shared with all members. An organizational meeting will be held no later than October 15, 2012 to discuss the operation of the committee.
2. Training for members for the Health Care Committee will begin in September 2012 and will be conducted by representatives from our health insurance consultant. The objective of the training is to make committee members familiar with important concepts in employee wellness, emerging trends in coverage and expenses, and taking effective steps to control health care costs.

3. Specifically, the Health Care Committee shall work to keep total annual increases on all lines of coverage, effective September 1st of each year beginning September 1, 2013 at five percent (5%) or below compared to the prior year. Each year the Board will be responsible for the first five percent (5%) of increased premium costs.
4.
 - a. If the increase in premiums is five percent (5%) or less the committee will not be required to make any adjustment in plan design and/or certificate of coverage.
 - b. If the increase is more than five percent (5%), but less than ten percent (10%), the committee will be charged with taking effective steps to change the plan design and/or certificate of coverage in order to bring the increase back to the five percent (5%) level effective September 1st.
 - c. If the increase is more than ten percent (10%), the committee will only be charged to convene to reduce the total premium increase by five percent (5%) effective September 1st.
 - d. If the committee is not able to reach a consensus on steps to take to achieve the necessary reductions, then the increased cost for medical benefits, above the amounts the Board will assume under paragraphs C and D (3) above (i.e., the Board assumes the first five percent (5%) and any increase above ten percent (10%)), will be distributed among plan participants from the Maple Heights Administration, MOST, and MHTA (if MHTA agrees to participate on these terms) in the form of additional premium contributions starting September 1st of the year of the premium increase. Proportionately greater amounts will be paid by those who elect family coverage than those on single coverage. Plan participants, however, will be responsible for no more than five percent (5%) above the original five percent (5%) the Board will assume.
5. The administration and the MOST each commit and agree that they will appoint members to serve on the Health Care Committee and the parties shall work to consensus on cost reduction items that the Health Care Committee wants to consider.
6. The Health Care Committee shall also be empowered to change plan design or the certificate of coverage in order to be pre-emptive in controlling any projected increase. Any such change shall become effective as soon as practicable, on and after the effective date of the bargaining agreement.
7. The Health Insurance Consultant will be an independent, non-commission based agent.
8. On or before August 1st of each year, the Health Care Committee shall consider changes in program design, premium sharing, and other steps that will act to keep the rate of premium increase as low as possible. All decisions shall be made by consensus and a report of those changes submitted to the MOST President and

Superintendent. Changes in plan design or the certificate of coverage or increased premium contributions agreed upon by the Health Care Committee will become effective September 1st for the MOST and Administration.

ARTICLE 10 – COMPENSATION

A. SALARY (p. 48)

1. All eligible employees who were in place on January 1, 2012 and still employed with the Board on July 1, 2012 or the date upon which this Agreement is ratified by MOST and the Board, whichever is later, shall receive the following salary increases:
 - a. Effective July 1, 2012: A 0% pay increase.
 - b. Effective July 1, 2012: Each employee on the salary schedule shall advance zero (0) pay steps.
2. All eligible employees who were in place on January 1, 2012, and still employed with the Board on July 1, 2012, shall receive the following salary increases:
 - a. Effective July 1, 2013: A 0% pay increase.
 - b. Effective July 1, 2013: Each employee on the salary schedule shall advance zero (0) pay steps.
3. All eligible employees who were in place on January 1, 2013, and still employed with the Board on July 1, 2013, shall receive the following salary increases:
 - a. Effective July 1, 2014: A 0% pay increase.
 - b. Effective July 1, 2014: Each employee on the salary schedule shall advance zero (0) pay steps.
4. There shall be no “catch up” for the steps stated above. (Example: An employee on step 4 in the 2011-2012 contract year remains on step 4 for the 2012-2013, 2013-2014 and 2014-2015 contract years, and would only be eligible based on service to advance to step 5 for the 2015-2016 contract year.)
5. Steps shall be created on the salary schedule to accommodate all employees.
6. All salary schedules reflecting increases for this contract period are made part of this Agreement as Appendix 11.
7. Nothing in this Agreement shall affect the Board’s right to promote an employee to a position of greater responsibility and set the employee’s salary at the time of the promotion.

8. Payroll Practices

Bargaining unit members shall be paid as follows:

- a. Transportation Employees: hourly rate, bi-weekly;
- b. Security: equal pays over the school year; and
- c. All other bargaining unit members: twenty-six (26) equal pays.
- d. All bargaining unit members will utilize direct deposit.

B. FILING AND MAINTENANCE OF CERTIFICATES/LICENSES FOR HIGHLY QUALIFIED PARAPROFESSIONALS AND CUSTODIAL/MAINTENANCE EMPLOYEES

1. Employees shall be responsible for filing with the Superintendent all required certificates/licenses, including but not limited to child abuse prevention and paraprofessional licenses, issued to the employee by the Ohio Department of Education within fifteen (15) days of receipt of such certificate/license or at such other times as may be required by the terms of this Agreement. No right or privilege shall be asserted by an employee by reason of any certificate/license not filed by the employee as provided herein.
2. It shall be the responsibility of each employee to apply and qualify for the renewal of any certificate/license before September 15th of each school year and to file such certificate/license with the Superintendent.

C. ON BOARD INSTRUCTORS

Bus Drivers serving as On Board Instructors ("OBIs") shall be given a one time additional Step on the Bus Driver salary/wage schedule, which will be a permanent advance provided the employee maintains his/her OBI certificate.

D. LONGEVITY

All employees shall receive longevity payments for continuous years of service based on anniversary date of hire as follows:

1. Upon completion of nine (9) years of continuous service, \$300.00 longevity pay will be added over and above the salary schedule.
2. Upon completion of fifteen (15) years of continuous service, \$600.00 longevity pay will be added over and above the salary schedule.
3. Upon completion of nineteen (19) years of continuous service, \$900.00 longevity pay will be added over and above the salary schedule.

4. Upon completion of twenty-four (24) years of continuous service, \$1,200.00 longevity pay will be added over and above the salary schedule.
 1. Longevity payments shall be paid each year, in a lump sum on the pay date immediately following the employee's anniversary date of hire.

E. SERS PICK-UP

1. The Board agrees to implement the State Employees Retirement System (SERS) "pick-up" utilizing the salary reduction method of contributions to the SERS paid upon behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions:
 - a. The amount to be "picked-up" on behalf of each employee shall be the current rate required by Section 3309.47 of the Ohio Revised Code which sets forth the employees required contribution. The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
 - b. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
 - c. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer "pick-up."
 - d. Payment for all paid leaves, sick leave, personal leave, and severance including unemployment and workers' compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of hours worked).
2. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
3. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contributions as soon as necessary.

F. OVERTIME / COMPENSATORY TIME

All time worked beyond forty (40) hours per week, shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay. The Board may, at its discretion, offer compensatory time in lieu of overtime pay but only when the employee agrees to accept compensatory time in lieu of overtime pay. Overtime must be approved in advance by the Superintendent/designee, in emergency situations the Director of Buildings and Grounds can approve overtime, for Maintenance and Custodial employees.

1. The fractional overtime schedule will be based upon the actual punch in time and calculated at 15-minute intervals.

0 – 7 minutes	no overtime
8 – 22 minutes	15 minutes
23 – 37 minutes	30 minutes
38 – 52 minutes	45 minutes
53 – 60 minutes	1 hour

2. When any school is short any employees due to a job opening that has not been filled, the overtime procedure to be followed will be that of a planned absence or vacation absence.

G. WORK ATTENDANCE INCENTIVE PROGRAM

1. Any employee, except those specifically excluded in this section, who completes an entire fiscal year (July 1 thru June 30) with perfect attendance shall be entitled to a bonus of Two Hundred Fifty Dollars per quarter (\$250) in accordance with the provisions of this section and the formula set out in Paragraph D of this section payable within (30) thirty days at the end of each quarter. The formula set out in Paragraph D of this section is based on a 260-day (8) hour employee being eligible for 100% of the bonus. Employees defined in Part A, Section 19, Paragraph C, employees who are regularly scheduled to work less than 180 days and employees who are regularly scheduled to work less than 3.5 hours per day are excluded from participating in the work attendance incentive program.
2. Perfect attendance shall mean the employee will be physically present during the entire regularly scheduled work day, each and every regularly scheduled work day, except for Leave for Jury Duty, School Related Leave , attendance at approved Union Meetings/Inservice Programs, attendance at Professional Meetings and Conferences, MOST Representative Leave , Bereavement, and Vacation Leave. Any absences or tardiness which do not fall within the exceptions listed above, will nullify an employee's right to a bonus, regardless of the circumstances. The provisions of this incentive program shall be strictly monitored and construed.
3. The Treasurer shall at the close of each fiscal year, within a reasonable time, certify to the Board all employees entitled to payment under this incentive program. The Board shall authorize the Treasurer to pay the bonuses, which shall be paid no later than September 1, following the fiscal year in which the employee completed a fiscal year of perfect attendance. The payment shall be paid in a lump sum, shall not be deemed salary, and shall be treated in accordance with the Internal Revenue Service regulations regarding lump sum distributions.
4. The bonus shall be calculated as follows: regularly scheduled paid days multiplied by regularly scheduled work hours divided by 2080 hours, equals the percentage of the bonus. The percentage of the bonus is multiplied by \$1,000.00, which equals the bonus. For purposes of this section, regularly scheduled paid

days shall be defined as the sum total of regularly scheduled work days plus regularly scheduled paid holidays. Under no circumstances shall days or hours worked in addition to regularly paid days or regularly scheduled work hours be considered when calculating the bonus.

H. TRAVEL EXPENSES

Employees using their own automobile while on authorized school business will be reimbursed. The reimbursement for mileage each school year shall be calculated at the current Internal Revenue Service standard mileage deduction. Each employee seeking reimbursement pursuant to this section shall complete a form provided by the Treasurer's office and file the form with the Treasurer's office prior to receiving any reimbursement.

I. RETIREMENT / SEVERANCE PAY POLICY

1. Any employee who has five (5) or more years of service with the Board may elect, at the time of his/her retirement from active service with the Board, to receive severance pay in an amount equal to:
 - a. One-third (1/3) of the total cumulative and unused sick leave at the time of retirement up to a maximum of 1/3 of 207 days, at the per diem rate of said employee's basic contract in effect at the time of retirement;
 - b. Supplemental contracts, extended services, overtime, vacation or any other compensation will not be included in the calculation;
 - c. As used herein, the word "retirement" means "full permanent retirement" with regard to age and years of service as defined by the Ohio Retirement System.
2. Payment of severance pay hereunder shall be made only upon fulfillment of the following conditions:
 - a. The employee must make his/her election in writing by filing a written request with the appropriate office (Superintendent's, Business Manager's, or Treasurer's office) at least forty-five (45) days prior to his/her first day of retirement;
 - b. The employee must be in active service with the Board for the year immediately prior to retirement;
 - c. The employee must present to the appropriate office satisfactory evidence that his/her retirement is in effect. If the appropriate office approves this evidence, the Treasurer will issue or cause to be issued a lump sum severance pay check to the retired employee within fifteen (15) to thirty (30) days thereafter;
 - d. Upon payment of the severance pay to the employee, all of his/her accumulated sick leave credit will be cancelled.

J. WORKERS' COMPENSATION

1. Employees are eligible for compensation under the State Workers' Compensation Act of Ohio in cases of injury or death. Such injury or death must be incurred in the course of and arising out of the employee's employment with the Board.
2. When an employee sustains an injury while on duty, a report shall be made by the individual and submitted to the employee's immediate supervisor at the time of the injury on the appropriate form (Appendix 6), unless the injury is so severe as to make the immediate filing of the accident report impractical and then the accident report will be filed as soon as practicably possible. Upon his/her verification of injury, the Immediate Supervisor will forward the report to the Superintendent. At the time of an injury, the administration shall notify the injured employee that an employee who is temporarily totally disabled, and will miss work as a result of the injury, may elect to utilize benefits available from the Bureau of Workers' Compensation rather than sick leave benefits. If however, the employee accepts sick leave benefits the employee shall not be entitled to Workers' Compensation benefits until the employee directs the administration to discontinue payment of sick leave.
3. When a worker sustains an injury that requires medical attention, he or she, upon returning to work, must provide his or her supervisor a Return-to-Work (RTW) slip from the treating physician, therein stating work restrictions and the duration of said restrictions. The supervisor will then forward the RTW slip to the Treasurer's office for processing. The Board of Education or its designee and supervisor will determine whether to allow the injured worker to return to his or her regular duties, based on the restrictions as stated by the treating physician. A RTW slip upon return does not necessarily guarantee that the injured worker will be able to return to his or her regular duties.

Any determination by the Bureau of Workers' Compensation/Industrial Commission that an employee is permanently and totally disabled will result in the termination of that employee's employment with the Board effective the date of the Bureau of Workers' Compensation/Industrial Commission's decision.

4. If an employee intends to make a claim for compensation, the employee shall obtain the necessary forms from the Treasurer's Office. The forms are prepared in duplicate, one copy for the Treasurer's file and the original for the Industrial Commission of Ohio. However, both forms, after being completed by the individual and physician in charge, shall be returned to the Treasurer for processing.
5. All claims shall be processed without undue delay at each step by the person responsible.
6. Any employee who is off of work as a result of a work related injury for a consecutive period of sixty (60) days shall be automatically deemed to be on Extended Illness/Disability Leave, pursuant to Article 8, Paragraph H of this contract, retroactive to the date in which the employee first missed work.

K. ALL BARGAINING UNIT MEMBERS

1. The Board will pay toward expenses for such employees attending workshops or seminar type meetings provided such meetings are approved by the Superintendent and the Board. There will be no loss of pay to the employee attending such meetings.
2. Employees will be given in-service increments of \$100.00 to be carried over and above the annual salary for each successfully completed ninety (90) hours of class instruction. The employee will be able to earn a maximum of five (5) \$100.00 increments.
3. Prior to enrolling in the in-service training program, the employee is requested to notify the Superintendent of the in-service program to be selected so that the Superintendent may determine if the selected program would benefit the employee and the school system.

ARTICLE 11 – TERM AND EFFECTS

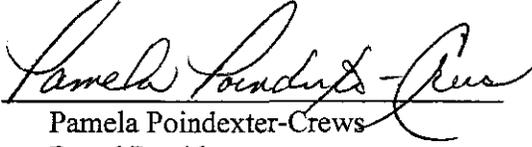
A. EFFECTS OF THE AGREEMENT

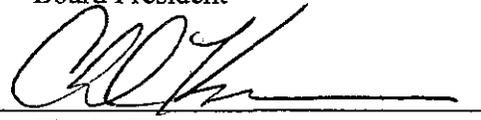
1. This Agreement constitutes the entire agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any manner contained herein during such period.
2. If any part of this Agreement is found to be in violation of Federal or State law, in a manner not permitted by Chapter 4117, said part found to be in conflict will automatically be declared invalid and shall be inoperative. The remaining parts of the Agreement shall continue to be in effect.
3. This Agreement may be added to, deleted from, or other wise changed only by an amendment properly signed and ratified by each party.
4. Individual Employment Contracts: Any agreement reached and accepted by MOST and the Board shall supersede any contrary or inconsistent terms contained in any individual employment contract hereinafter in effect. All individual employment contracts shall be made expressly subject to terms of this Agreement.

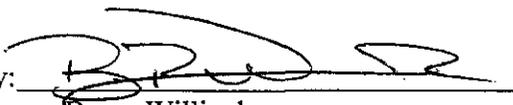
B. DURATION

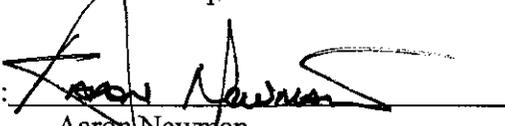
1. This Agreement, between the Board and MOST shall, upon ratification by the MOST and the Board, be in effect from July 1, 2012 through June 30, 2015.
2. This Agreement is hereby approved and adopted upon the signature of their respective Presidents this 17th day of MAY, 2012.

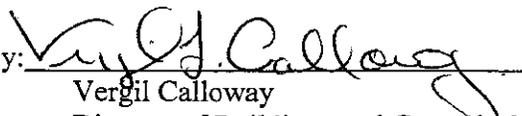
MAPLE HEIGHTS
BOARD OF EDUCATION

By: 
Pamela Poindexter-Crews
Board President

By: 
Charlie Keenan
Superintendent

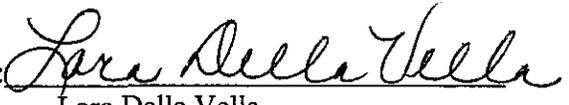
By: 
Bruce Willingham
Assistant Superintendent & Team Member

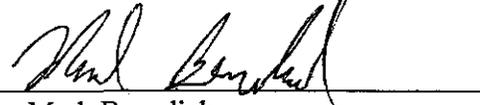
By: 
Aaron Newman
High School Community Principal
& Team Member

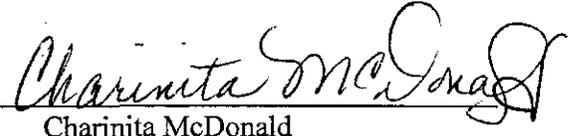
By: 
Vergil Calloway
Director of Buildings and Grounds &
Team Member

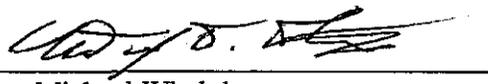
MAPLE ORGANIZATION
SUPPORT TEAM

By: 
Gerianne Vanek-Vittardi
President & Team Member

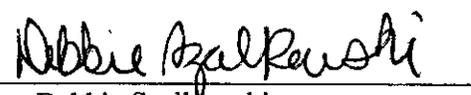
By: 
Lora Della Vella
Vice President & Team Member

By: 
Mark Benedick
Team Member

By: 
Charinita McDonald
Team Member

By: 
Michael Whelpley
Team Member

By: 
Andrea Beeman
Team Member

By: 
Debbie Szalkowski
Team Member

APPENDICES

APPENDIX 1

GRIEVANCE FORM

Name of Grievant(s): _____

Work Location: _____

Classification(s): _____

Immediate Supervisor(s): _____

Date Grievance Occurred: _____

Date of Informal Discussion (If Any): _____

A. STATEMENT OF GRIEVANCE: (Set forth a clear and concise description of the grievance. Specify all provisions of the Agreement alleged to be violated, misinterpreted or misapplied. The grievant(s) may specify additional provisions submitting a written supplement to this Form prior to the start of the Step 2 meeting. Any provisions not identified in writing prior to the start of the Step 2 meeting as having been violated, misinterpreted, or misapplied may not be raised later in the grievance procedure.):

B. RELIEF SOUGHT:

Signature(s) of Grievant(s)

Signature of Person Receiving Grievance
at Initial Filing

Date

Date

APPENDIX 2

**PERSONNEL DEPARTMENT
APPLICATION FOR USE OF SICK LEAVE**

Payment for the use of sick leave is obtained by the submission of this completed application to the Personnel Department within two days after your return from sick leave.

Employee's Name: _____ Date: _____

Building/Department _____ Position: _____

The undersigned, hereby applies for _____ days of sick leave as provided in Section 3319.141 of the Ohio Revised Code.

I began my absence _____ a.m. _____ p.m. 20____

I returned to duty _____ a.m. _____ p.m. 20____

The undersigned further states that the use of sick leave is justified for the following reason (circle):

1. Personal illness -- nature of illness _____
2. Personal injury -- nature of injury _____
3. Illness or injury in immediate family
Name _____ Relationship _____
4. Death of immediate family member
Name _____ Relationship _____
Date of Death _____
5. Other _____

If medical attention was required, the name and address of the attending physician, and the dates consulted, are as follows:

Name of attending physician: _____

Address: _____

Date(s) Consulted: _____

Signature of Employee: _____

This section must be completed by a physician for any employee who has exceeded five (5) consecutive days of sick leave.

This certifies that on _____, 200____, I treated _____ (patient)

for _____ (condition)

Date _____ Signature of Licensed Physician _____

Address: _____

Phone: _____

Section 3319.141 of the Ohio Revised Code provides in part as follows: A board of education shall require a teacher or non-teaching school employee to furnish a written, signed statement on forms prescribed by such board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates consulted.

APPENDIX 3
PERSONAL LEAVE REQUEST FORM

Employee's Name: _____ Date: _____

Date(s) of requested leave: _____

I CERTIFY THAT I AM USING PERSONAL LEAVE IN ACCORDANCE WITH ARTICLE 8, PARAGRAPH B OF THE AGREEMENT FOR THE FOLLOWING REASON*:

- _____ Major disaster affecting immediate family property
- _____ Closing of loans on property
- _____ Court appearance
- _____ Wedding of employee
- _____ Immediate family receiving awards
- _____ Immediate examination for military service
- _____ Any business activity of major significance which cannot be handled before or after school or on a weekend
- _____ Other (specify): _____

*Additional information may be required if valid reason exists for questioning.

Employee's signature: _____ Date: _____

_____ Approved

_____ Not Approved

Supervisor

_____ Approved

_____ Note Approved

Superintendent

ADMINISTRATIVE USE ONLY:

Replacement Needed Replacement Approved

_____ Yes

_____ Yes

_____ No

_____ No

APPENDIX 4

ASSAULT LEAVE REPORT FORM

Employee's Name: _____

Date of Assault: _____ Location: _____

Describe the assault: _____

Describe any physical injury: _____

Describe any pre-existing physical conditions and/or illness: _____

State the name and address of all physicians which you have been treated by for the condition arising from the alleged assault and the dates that you were treated by each physician:

List the names of witnesses to the assault: _____

Did you file a police report? _____

If a police report was filed, state the name of the law enforcement agency, the date of filing, and attach a copy of the police report: _____

I hereby certify that the requested assault leave is not being used in violation of the Agreement, Article 8, Paragraph E, Assault Leave.

Employee's signature: _____ Date: _____

APPENDIX 5

MOST REPRESENTATIVE LEAVE

The Maple Organization Support Team is requesting MOST Representative Leave for the following MOST Representative, at the following time:

MOST Representative: _____

Amount of Time to be Used (cannot be less than 30 minutes): _____

Date and Time: _____

Specific Purpose (describe in detail): _____

Hours Available Contract Year: _____

Hours Used Contract Year: _____

Hours Requested: _____

Hours Remaining Contract Year: _____

INFORMATION SET OUT ON THIS FORM ABOVE IS TRUE AND ACCURATE AND THE REPRESENTATIVE UTILIZING THE LEAVE IS ACTUALLY ENGAGED IN OFFICIAL BUSINESS.

MOST President _____ Date: _____
(to be signed whether or not President using leave)

MOST Representative _____ Date: _____
(to be used if other than President using leave)

APPENDIX 6

EMPLOYEE ACCIDENT REPORT

Part I. Injured Employee's Statement:

I, _____, certify that on _____, 20__ at ___M., I sustained an injury to my _____ which occurred as follows:____
(part of body)

(Describe the accident in detail, stating part or parts of body injured.)

Have you had any previous accidents? _____ Yes _____ No If yes, when? _____

Occupation: _____ Age _____

Where did accident occur? _____

Name of witnesses: _____

To whom did you report the accident? _____

Date and Time Reported: _____

Date of this report: _____

Signature of employee

Address

Part II. Department Head Report:

Nature of Injury: _____
(state employee's complaints and part of body injured)

Employee sent to: _____
(state name and address of doctor and/or hospital)

Did employee report back to work? _____ Yes _____ No Date returned to work: _____

Department Head

Original – Business Office

Copy – Personnel File

APPENDIX 7

REQUEST FOR BEREAVEMENT LEAVE

Please fill in this form and submit to your Immediate Supervisor when attending the funeral of a relative in your immediate family (spouse; son; daughter; brother; sister; step-parent; stepchild; immediate relative-in-law; grandparent; grandchild; father; mother; and person living in the same household).

Date: _____

I, _____ hereby request _____
(date/dates)

for Bereavement Leave.

Name of Relative and Relationship _____

I CERTIFY THAT THIS BEREAVEMENT LEAVE IS NOT BEING USED IN VIOLATION OF THE AGREEMENT, ARTICLE 8, PARAGRAPH C, BEREAVEMENT LEAVE.

Signed: _____
Applicant

Principal/Immediate Supervisor's Signature

Superintendent's Signature

APPENDIX 8

APPLICATION FOR USE OF PARENTAL LEAVE

Employee Name: _____ Date: _____

I wish to take parental leave pursuant to Article 8, Paragraph D, of the contract. Check one:

- 1. _____ I wish to participate in the fringe benefits package and to pay the full monthly premium to the Treasurer by the first day of each month
- 2. _____ I do NOT wish to participate in the fringe benefits package

My anticipated delivery date is: _____

Beginning date of leave: _____

Approximate ending date of leave: _____

I CERTIFY THAT THIS PARENTAL LEAVE IS NOT BEING USED IN VIOLATION OF THE MASTER AGREEMENT, ARTICLE 8, PARAGRAPH D, PARENTAL LEAVE

Employee Signature

Date

Superintendent Signature

Date

APPENDIX 9

REPORT OF TRAFFIC CONVICTION

Employee Name: _____ Date: _____

Date of Offense: _____

Location of Offense: _____

Vehicle Driven: _____

Offense Charged With: _____

Date of Conviction: _____

Offense Convicted of: _____

Total Number of Points on Drivers License: _____
(including this conviction)

I certify that this report is being made in compliance with Article 7, Paragraph M, 19, Violation of Ohio Motor Vehicle Laws, of the Agreement.

Employee Signature

Date

APPENDIX 10

APPLICATION FOR USE OF PERSONAL LEAVE BANK

Employee Name: _____

Date: _____

I would like to be considered for eligibility for use of paid leave from the Personal Leave Bank, pursuant to Article 8, Paragraph N, of the contract.

I CERTIFY THAT I HAVE EXHAUSTED ALL OF MY SICK LEAVE ACCUMULATION, INCLUDING SICK LEAVE ADVANCES, AND VACATION DAYS, AND I MUST HAVE A SERIOUS OR CATASTROPHIC ILLNESS OR INJURY, EITHER PERSONALLY OR IN MY IMMEDIATE FAMILY.

Employee Signature

Date

Superintendent Signature

Date

APPENDIX 11

SALARY SCHEDULES

MAPLE HEIGHTS BOARD OF EDUCATION CLASSIFIED EMPLOYEE SALARY SCHEDULE

Any employee categorized as a Secretary III, School Secretary III, or Financial Specialist III prior to this contract will be paid at the same salary rate they earned during the 2011-2012 school year.

	Secretary, Financial Specialist, Records Clerk
STEP 0	33,802
STEP 1	34,450
STEP 2	35,099
STEP 3	35,748
STEP 4	36,398
STEP 5	37,047
STEP 6	37,695
STEP 7	38,994
STEP 8	39,643
STEP 9	40,292
STEP 10	40,940
STEP 11	41,591
STEP 12	42,888
STEP 13	43,537
STEP 14	44,187
STEP 15	44,836
STEP 16	45,484
STEP 17	46,133
STEP 18	46,783
STEP 19	47,432
STEP 20	48,381
STEP 21	49,348

*SALARY BASED UPON 1950 HOURS PER YEAR AND WILL BE PRORATED
FOR LESS THAN 12 MONTH EMPLOYEES

EFFECTIVE JULY 1, 2012

MAPLE HEIGHTS BOARD OF EDUCATION
 CLASSIFIED EMPLOYEE SALARY SCHEDULE

	MEDIA TECHNICIAN
STEP 0	28,076
STEP 1	28,720
STEP 2	29,371
STEP 3	30,018
STEP 4	30,664
STEP 5	31,311
STEP 6	31,957
STEP 7	32,604
STEP 8	33,251
STEP 9	33,898
STEP 10	34,545
STEP 11	35,192
STEP 12	35,839
STEP 13	36,486
STEP 14	37,133
STEP 15	37,780
STEP 16	38,427
STEP 17	39,074
STEP 18	39,721
STEP 19	40,368
STEP 20	41,015
STEP 21	41,662
STEP 22	42,309
STEP 23	42,956
STEP 24	43,603
STEP 25	44,250
STEP 26	44,897
STEP 27	45,544
STEP 28	46,191

*SALARY BASED UPON 1950 HOURS PER YEAR AND WILL BE PRORATED FOR LESS THAN 12 MONTH EMPLOYEES

EFFECTIVE JULY 1, 2012

MAPLE HEIGHTS BOARD OF EDUCATION
 CLASSIFIED EMPLOYEE SALARY SCHEDULE

Any employee categorized as a Library Media Clerk III prior to this contract will be paid at the same salary rate they earned during the 2011-2012 school year.

	LIBRARY MEDIA CLERK	BUS MONITOR	PARA- PROFESSIONAL/ INTERPRETER
STEP 0	12.76	11.75	12.57
STEP 1	13.12	12.09	12.90
STEP 2	13.45	12.44	13.23
STEP 3	14.16	13.12	13.92
STEP 4	14.48	13.45	14.27
STEP 5	14.84	13.81	14.61
STEP 6	15.17	14.16	14.95
STEP 7	15.85	14.84	15.64
STEP 8	16.19	15.17	15.99
STEP 9	16.54	15.53	16.32
STEP 10	16.87	15.85	16.67
STEP 11	17.23	16.19	17.02
STEP 12	17.57	16.54	17.36
STEP 13	17.91	16.87	17.71
STEP 14	18.26	17.23	18.02
STEP 15	18.59	17.57	18.38
STEP 16	18.95	17.91	18.70
STEP 17	19.26	18.26	19.07
STEP 18	19.62	18.59	19.42
STEP 19	20.01	18.96	19.80
STEP 20	20.41	19.34	20.21
STEP 21	20.82	19.73	20.61
STEP 22	21.23	20.12	21.03

EFFECTIVE JULY 1, 2012

MAPLE HEIGHTS BOARD OF EDUCATION
 CLASSIFIED EMPLOYEE SALARY SCHEDULE

Any employee categorized in columns EA or MB prior to this contract will be paid at the same salary rate they earned during the 2011-2012 school year.

	LEAD DAY ENGINEER SR. HIGH DAY ENGINEER JR & SR HIGH DAY ENGINEER ELEMENTARY & 2 nd SHIFT SR. HIGH 2 nd SHIFT JR. HIGH	TRADESMEN MECHANICAL & SKILLED	TRADESMEN TECHNICAL & SEMI SKILLED, SHIPPING & RECEIVING CLERK, GROUNDSKEEPER CUSTODIAN, WAREHOUSE HELPERS & TRUCK DRIVER
STEP 0	38,142	38,484	32,758
STEP 1	38,856	39,197	33,472
STEP 2	39,568	39,910	34,184
STEP 3	40,283	40,623	34,897
STEP 4	41,708	42,049	36,325
STEP 5	42,423	42,764	37,040
STEP 6	43,135	43,476	37,753
STEP 7	43,850	44,190	38,464
STEP 8	45,276	45,617	39,891
STEP 9	45,991	46,332	40,605
STEP 10	46,703	47,046	41,320
STEP 11	47,416	47,758	42,032
STEP 12	48,131	48,473	42,746
STEP 13	48,844	49,185	43,459
STEP 14	49,557	49,899	44,173
STEP 15	50,272	50,614	44,886
STEP 16	50,984	51,326	45,600
STEP 17	51,698	52,039	46,314
STEP 18	52,413	52,754	47,029
STEP 19	53,125	53,467	47,741
STEP 20	53,840	54,180	48,454
STEP 21	54,552	54,894	49,168
STEP 22	55,266	55,607	49,882
STEP 23	55,981	56,322	50,595
STEP 24	56,693	57,035	51,309
STEP 25	57,407	57,748	52,022
STEP 26	58,122	58,460	52,735

*SALARIES BASED UPON 2080 HOURS PER YEAR AND WILL BE PRORATED FOR LESS THAN 12 MONTH EMPLOYEES.

EFFECTIVE JULY 1, 2012

MAPLE HEIGHTS BOARD OF EDUCATION
 CLASSIFIED EMPLOYEE SALARY SCHEDULE

	SECURITY	BUS DRIVER
STEP 0	17.22	14.10
STEP 1	17.56	14.46
STEP 2	17.90	14.77
STEP 3	18.25	15.10
STEP 4	18.91	15.43
STEP 5	19.26	15.74
STEP 6	19.60	16.06
STEP 7	19.96	16.40
STEP 8	20.63	16.73
STEP 9	20.98	17.04
STEP 10	21.32	17.36
STEP 11	21.68	17.67
STEP 12	22.01	18.02
STEP 13	22.35	18.33
STEP 14	22.71	18.67
STEP 15	23.04	18.98
STEP 16	23.38	19.31
STEP 17	23.72	19.63
STEP 18	24.07	19.96
STEP 19	24.41	20.29
STEP 20	24.75	20.60
STEP 21	25.10	20.94

EFFECTIVE JULY 1, 2012

Maple Heights City Schools

14605 Granger Road
Maple Heights, Ohio 44137

DR. CHARLES T. KEENAN
Superintendent of Schools

Telephone (216) 587-6100
Extension 3001

STATE EMPLOYMENT
RELATIONS BOARD
2012 AUG 20 P 3:51

August 15, 2012

Ms. Vera Wehr
State Employment Relations Board (SERB)
65 East State Street
12th Floor
Columbus, OH 43215-4213

Dear Ms. Wehr:

I am enclosing a copy of the new Master Agreement between Maple Heights Board of Education and the Maple Organization Support Team (M.O.S.T.) for your file. MOST is the non-teaching union in our district.

Should you have any questions please contact my office.

Sincerely,


Charles T. Keenan, Ed.D.
Superintendent

Enclosure