

NEGOTIATED AGREEMENT

BETWEEN

**MAPLEWOOD LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME LOCAL 418**

EFFECTIVE July 1, 2013 – June 30, 2016

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ARTICLE 1
PREAMBLE

The parties acknowledge that the Board is charged by law with the duty and final responsibility of operating a public school system within the District and in carrying out those duties and responsibilities in employing school employees in its operation.

The Superintendent, Treasurer, and the staff have the responsibility of carrying out the policies established.

It is further realized that employees have the right to join, participate in, and assist the Union and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

It is the intent and purpose of this agreement to delineate the terms and conditions of employment and attempt to provide an orderly and peaceful means of conducting negotiations and resolving misunderstandings or grievances.

The Board and the Union agree that the welfare of the children of the Maplewood School District is paramount to the operation of the schools, and will be promoted by both parties.

ARTICLE 2 RECOGNITION

The Board of Education of the Maplewood Local School District, hereinafter referred to as the "Board," recognizes the Ohio Association of Public School Employees/AFSCME AFL-CIO and OAPSE Local 418 hereinafter referred to as "OAPSE," "Association," or "Union," as the sole and exclusive bargaining agent for all employees now employed or to be employed by the "Board" in the following departments:

1. Educational Aides
2. Cafeteria Aides

Exclusions from the bargaining unit are the Superintendent, Treasurer, and all employees of the Superintendent and Treasurer's office, all supervisory employees, certificated/licensed staff, the technician and all substitute employees.

All newly created or substantially revised classifications, which are similar to job classifications, included within the bargaining unit, shall become a part of the bargaining unit and covered by and subject to the terms and provisions of this Agreement.

Unless otherwise agreed, any difference which shall arise between the Administration and the Union as to whether or not a newly created position is or is not included within the bargaining unit shall be handled by the SERB procedure.

The Administration shall not use non-bargaining unit members to perform work normally and routinely performed by bargaining unit members.

The Administration recognizes the Ohio Association of Public School Employees and Local 418 for the term of this Agreement.

ARTICLE 3
NEGOTIATIONS PROCEDURES

1. Submission of Issues
 - A. Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than twenty (20) days following such request, unless otherwise agreed by the parties. Such request for negotiating the Agreement shall not be made prior to ninety (90) days before the expiration date of the Agreement.
 - B. All initial issues proposed for discussion shall be submitted in writing, at the first meeting. No new issues shall be submitted after the initial meeting unless mutually agreed to by the parties.
 - C. Subjects for negotiation shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the collective bargaining agreement.

2. Negotiation Procedures
 - A. Meeting dates, times and the site for negotiations will be determined by mutual agreement of the parties.
 - B. Each meeting will be held in a private session. Unless the parties agree otherwise, the Union will be represented in negotiations by the OAPSE President #418, one member from each classification and the OAPSE Field Representative. The Board may have an equal number of representatives.

3. Meetings
 - A. If negotiations sessions are scheduled during the normal work time of a bargaining unit member on the negotiating team, such member(s) shall be released from duties with pay to attend negotiating meetings.
 - B. Negotiation sessions shall be scheduled so as not to interfere with normal school schedules wherever possible.

4. Progress Reports

Periodic written progress reports to the public may be issued during negotiations only upon mutual agreement of the parties.

5. Agreement/Disagreement

- A. As tentative agreement is reached on each issue, it shall be so noted and initialed by each party.
- B. If an impasse develops between the negotiating teams after full consideration of the issues and the expiration of 90 calendar days from the onset of negotiations, either party may declare impasse and ask for the assistance of the Federal Mediation and Conciliation Service. The parties agree that this alternate dispute resolution procedure shall supersede and replace the provisions of R.C. 4117.14(C).

6. Ratification/Adoption of Agreement

- A. Upon tentative agreement of the negotiation teams on all items being negotiated, the Union will take action on the ratification as soon as possible.
- B. After ratification by the Association, the Board will take action on the Agreement at the next scheduled Board meeting and/or no later than 25 days after receiving the tentative agreement.
- C. If adopted, the decision of the Board shall become part of the official minutes of the Board with implementation to take place by all parties as stipulated in the Agreement.
- D. Thereafter, the parties will proof read and execute the final draft and the Board will have the document printed and copies will be provided to the members of the bargaining unit.

ARTICLE 4 GRIEVANCE PROCEDURE

1. Definitions

- A. The primary purpose of this procedure is to promptly secure, at the lowest possible level, equitable solutions to grievances which may arise.
- B. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of the Agreement.
- C. Working days shall mean school days on the officially adopted school calendar, except that between the last day of any school year and the first day of the next succeeding school year, "working days" shall mean weekdays (excluding Saturday, Sunday, and holidays).

2. Grievance Rights and Representation

Any bargaining unit member, members, or the Union shall have the right to submit a grievance for consideration through the steps defined herein. Such procedures shall be available to all unit members and no reprisals shall be taken against a unit member for initiating and following the grievance procedure.

A. Grievant

A grievant is a named employee, the Union, or a group of employees listed by name who allege that some violation, misinterpretation or misapplication of the Agreement has occurred.

B. Group Grievance

A grievance alleged to be a group grievance shall have arisen out of similar circumstances affecting each member of said group and shall be delineated as such upon filing.

C. Representation

A grievant may be represented by the Union at any level of the grievance procedure.

3. Time Lines

- A. A grievance must be initiated through the procedure outlined below within ten (10) working days following the act or condition which is the basis for the grievance. Failure to file a grievance in a timely manner shall constitute a waiver of the grievant right to further appeal utilizing this grievance procedure.

- B. If appeals through the procedure are not timely filed by the grievant or Union then said grievance is deemed resolved at the last processed step. Failure of the Board administrator to meet timelines will automatically forward the grievance to the next step.
- C. Timelines may be extended only through the mutual agreement of the Union and the appropriate administrator.

4. Grievance Form

The Grievance form shall be attached as Appendix "A."

5. Grievance Procedure

A. Level I

An employee having a grievance shall meet with his/her immediate supervisor to discuss the problem. The grievant shall be granted an appointment within five (5) working days from the date of the request for such a Level I meeting. During the meeting the grievant shall specify the problem providing factual information to support the alleged violation, misinterpretation, or misapplication of the Agreement. If the grievance is resolved at the conclusion of this meeting, both the immediate supervisor and grievant will sign a statement specifying resolution of the problem. If the grievant is not satisfied with the results of the Level I meeting then he or she may appeal the grievance to Level II.

B. Level II

Within five (5) working days from the Level I meeting the grievant has the right to file a written appeal of the grievance to Level II. The grievant must fill out a grievance form with complete details of the grievance, including a concise statement of the facts underlying the alleged grievance, the provision(s) of the Agreement allegedly violated, and the specific remedy requested, and submit it to the immediate supervisor. Within ten (10) working days, the immediate supervisor shall provide a written response to the grievant. If the grievant is not satisfied following receipt of the Level II written response, then the grievance may be appealed to Level III.

C. Level III

Within five (5) working days of the Level II written response to the grievance, the grievant may submit the grievance to the Superintendent for consideration. The Superintendent will conduct a hearing within ten (10) working days from receipt of the appeal to Level III. The Superintendent shall notify the President of the Union of every grievance filed at Level III and shall invite the OAPSE Field Representative and any appropriate administrator to be present for the Level III hearing. Following the hearing the Superintendent will submit a written response to the grievant within ten (10) working days.

D. Level IV

Within five (5) working days of the Level III written response to the grievance, the grievant may appeal the grievance to the Board by giving written notice to the Board President. The Board shall schedule the appeal to be heard in executive session at the next regularly scheduled Board meeting but no later than thirty (30) working days after receipt of the appeal from Level III. Upon conclusion of the Board appeal hearing, the Board shall submit a written response within five (5) working days to the grievant and the Union President.

E. Level V (Optional)

If the action taken by the Board does not resolve the grievance to the satisfaction of the grievant, the parties may mutually request to submit the issue to grievance mediation through FMCS. Any cost will be shared equally by the Association and the Board.

F. Level VI

Level IV and/or Level V shall represent the final contractual step of the grievance procedure under the contract for all grievances based upon any disciplinary action by the Board, up to and including suspension and/or termination.

ARTICLE 5
JOB POSTING – VACANCIES AND TRANSFERS

1. A vacancy shall be defined as an opening in the bargaining unit created by the resignation, retirement, death, non-renewal or termination of a bargaining unit member or a newly-created bargaining unit position, which the Board decides to fill.
2. When filling vacancies within a classification, appointments will be made on the basis of classification seniority, unless the needs of the District otherwise dictate. A determination to vary from classification seniority in these instances shall not be arbitrary or capricious.
3. In filling all other vacancies, the Board will select the best qualified applicant. The basis for determination of a candidate's fitness for a position shall be the job description on file in the Administration Office at the time of the vacancy, all written evaluations, recommendations and reports along with personal interviews and any other relevant evidence of fitness. Candidates may be considered who are not current employees of the Board. Where two or more of the most qualified applicants under consideration for employment are determined, in the judgment of the Administration, to be equal in qualifications, then any internal applicants determined to be among the equally qualified will be given preference on a District seniority basis.
4. Nothing herein shall be construed to diminish the authority of the Superintendent under Ohio Revised Code Section 3319.01 to assign employees. Assignments and reassignments shall be made according to the needs of the school system.
5. All vacancies in bargaining unit positions shall be posted for a period of five (5) working days in all buildings. All interested and qualified present bargaining unit members who apply shall be considered and may be interviewed for the vacant position.
6. Any employee in the bargaining unit may apply for the vacancy by submitting written notice to the Superintendent within seven (7) working days of the date of posting.

**ARTICLE 6
UNION RIGHTS**

1. Use of Buildings and Facilities

The Union will have the right to use the District's facilities where no conflict exists without cost to either party. The appropriate administrator will be notified in advance of the time and place.

2. Notification of President

Local 418 President shall be notified of all job postings and awards of positions by certified mail or hand delivery.

3. Wage Notice

The Board of Education agrees to provide, no later than August 1, a copy of the employee wage notice, which shall include the job classification, hourly rate, number of planned hours per day and number of days per year.

4. Release Time for Union Business

Paid release time may be granted to Union officials to address legitimate matters of Union business that cannot be conducted during non-work hours. Requests for such release time will be made to the Superintendent. Such paid release time will be granted to necessary participants when grievance meetings are scheduled during such employees' normal work hours.

5. Union Security

A. In recognition of the Union's service to the bargaining unit, all members of the bargaining unit shall, as a condition of their employment or within thirty (30) days following initial employment, either be members of the Union or pay their fair share in the financial support of the Union by paying to the Union a representation fee not in excess of the union dues. These deductions shall be the exclusive right conferred upon OAPSE as the recognized representative of the personnel as defined in Recognition contained herein.

1. Each bargaining unit/union member shall submit a union dues payroll deduction form once to the treasurer of the Board by the end of the first week of school. This payroll deduction form shall continue to be effective from year to year. The treasurer shall have the form prior to making deductions. A form is not required for Fair Share Fee Payers.

2. The deductions shall be made in eighteen (18) by-monthly deductions starting with the second pay check in September of each year.
 3. These deductions shall continue from year to year automatically. The Association shall forward to the treasurer by October 1 each year the amount to be deducted, if changed from the previous year.
 4. The first deduction shall be for local dues and shall be sent to the local treasurer with a report by name of the amount deducted. All succeeding deductions shall be sent to the state OAPSE treasurer with a complete description by name of the amount deducted. A copy of the deduction report shall be sent to the local treasurer.
 5. The Union agrees to indemnify and save harmless the Board any and all legal fees, court costs, and filing fees incurred by or through its counsel in enforcing or defending this section.
6. Fair Share Fee
- A. In recognition of the Union's service to the bargaining unit, all members of the bargaining unit shall, as a condition of their employment or within thirty (30) days following initial employment, either be members of the Union or pay their fair share in the financial support of the Union by paying to the Union a representation fee not in excess of the union dues. These deductions shall be the exclusive right conferred upon OAPSE as the recognized representative of the personnel as defined in Recognition contained herein. The following represent the rules and procedures for Fair Share fee:
1. The Board agrees to automatic payroll deduction, as a condition of employment, of an amount not to exceed the total dues of the Union from the pay of all bargaining unit members who elect not to become members of the Union, or who elect not to remain members. The amount of the fee shall be determined by the Union. The Board of Education shall be held harmless for payroll deductions that occur as a result as a condition of employment.
 2. The Union shall notify the Board by September 16th as to when payroll deduction of such fair share fees shall begin. Dues rates and fair share fee rates shall be transmitted by the Union to the treasurer of the Board for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Union. The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each. The Board Treasurer will deduct the Fair Share Fee from the paychecks of bargaining unit members who elect not to join the Union. The Fair Share Fee shall be equal for all nonmembers, and shall not exceed dues paid by members.

3. The Union recognizes its obligation to represent all members of the bargaining unit, fairly and equitably, whether or not they are members of the Union. The Union will keep the Board Treasurer advised at all times of : (a) the amount of dues, (b) the names of its members, and (c) the names of its members who pay their dues directly to the Union rather than through payroll deduction.
4. It shall be the responsibility of the Union to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to Federal law and provisions of R.C. 4117.09(C).
5. Failure of an employee to pay the required Fair Share Fee shall give the Union a right to bring legal action against the employee in a court of competent jurisdiction. No member of the bargaining unit is required by this Agreement to become a member of the Union.
6. Any person who objects to paying the Fair Share Fee because of religious beliefs shall be exempted from paying any Fair Share Fee or Union dues, as provided in R.C. 4117.09(C).
7. The Union agrees to hold the Board harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of Fair Share Fees or dues; to indemnify the Board for any liability imposed on it as a result of any such suit, claim, or administrative proceeding; to provide legal defense for the Board in any such suit, claim, or administrative proceeding; and to reimburse the Board for any and all expenses incurred by the Board in any such suit, claim, or administrative proceeding, including court costs. The Union shall designate counsel. The Board agrees to cooperate with the Union and its counsel in the defense of any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of Fair Share Fees.
8. All monies from Union memberships shall be remitted to the Union's Treasurer in a timely manner.
9. If the bargaining unit member leaves the employ of the Board prior to complete payment of the dues owed for that year, the remainder owed shall be deducted from the final paycheck of the member. It shall be the responsibility of the Union to collect the remainder after the final deduction, if the paycheck is insufficient to pay the dues owed. This provision shall not apply if appointment is ended due to the death of the bargaining unit member.

10. Unless or until a court of competent jurisdiction determines definitively the legality of payroll deductions for political action committees, the Board will agree to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in written authorization. Such authorization is voluntary, must be executed by the employee, and may be revoked by the employee at any time by giving written notice to both the Board and Union. The Board agrees to remit any deduction made pursuant to this provision to the Union once per month together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount being deducted during the period covered by the remittance.

ARTICLE 7 EMPLOYEE RIGHTS

1. Layoff/Reduction – Recall

A. The parties agree that issues relating to the subcontracting of bargaining unit work is a matter that affects the terms and conditions of employment and would necessarily be addressed through negotiations should the Board determine the need to pursue such a course.¹ However, should a reduction in force or a layoff otherwise be required, it would be under the terms of this Article.

B. If by reason of lack of funds, lack of work, an emergency situation and/or as otherwise provided under law it becomes necessary to reduce the number of employees in a job classification, in whole or in part; the following procedures shall govern such layoff and/or subsequent reinstatement.

C. The number of people affected by reduction in the force shall be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire or otherwise vacate a position.

D. When it becomes necessary to reduce employees, in whole or in part, by reasons as stated above, affected employees beginning with the start of the school year shall be laid off or reduced according to seniority within the classification, with the least senior employee laid off or reduced first. Classification Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment in their present classification. Employees affected by a reduction in force will be granted bumping status on the basis of classification seniority.

E. Authorized leaves of absence do not constitute an interruption in continuous service, but time spent on such leaves shall not be calculated when computing continuous service. In case of identical dates of hire or appointment, seniority will be determined first by total length of continuous service with the District, second by the date on which the employee submitted his/her initial application for employment, and finally, by a coin flip.

F. The classification areas in the event of layoff:

1. Educational Aides
2. Cafeteria Aides

G. Twenty (20) calendar days prior to the effective date of the reductions, the Board shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications and indicate which employees are to be reduced in whole or in part. Each employee to be affected shall also be given advance written notice of any reduction. Each notice shall state the following:

1. Reason(s) for the layoff or reduction;
2. The effective date of layoff or reduction; and
3. A statement advising the employee of his/her rights of reinstatement from the layoff or reduction.

H. After the posting of the contemplated reduction, but prior to the actual commencement of the reduction, the parties will meet for the purpose of discussing the reasons for the forthcoming reduction and any alternative actions which may be taken to lessen the impact of such a reduction on the District and/or its employees.

I. For the classifications in which the reductions occur, the Board shall prepare a reinstatement list and name all employees employed in that classification, who shall be placed on the reinstatement list in the reverse order of layoff or reduction. Nothing herein shall be construed as to prevent the Board of Education from exercising its right to non-renew an employee whose contract has been reduced in whole or in part in accordance with Ohio law.

J. The names of all employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse order of layoff or reduction. Reinstatement shall be made from this list before any new employees are hired. Accrual toward continuing contract status will begin July 2008.

K. A laid off employee shall remain on the recall list for one year unless he waives, in writing, his recall rights, resigns, fails to accept recall to a position in his classification, or fails to report to work within ten (10) working days after a written notice of recall sent to the employee. If reinstated from layoff or reduction during this period, such employee shall retain all previous accumulated seniority. Notice of reinstatement shall be made by certified mail. Any employee being called back from layoff or reduction will immediately be reinstated to the appropriate rate of pay. The appropriate rate of pay shall be considered to be the step of the employee's step at the time of layoff or reduction.

L. Short term employment of thirty (30) days or less may occur during a classification layoff or reduction in the event of an emergency. Laid off or reduced employees will be offered such employment within their job classification before going to outside sources. Refusal of laid off or reduced employees to accept such short term employment shall not be cause to remove their names from the reinstatement/recall list.

M. Laid off employees shall be called, by seniority, to work as substitutes in the classification from which they are laid off. These employees shall be paid at the substitute rate for such work. Bargaining unit members whose contracts are suspended, in whole or in part, shall remain on a recall list for a period of one (1) year, unless he/she waives reinstatement rights in writing, fails to accept recall, or fails to report to work within five (5) days of receiving written notification of recall.

2. Discipline Procedure/Due Process

A. No bargaining member shall be suspended, terminated, transferred or reduced for disciplinary reasons except for appropriate cause, including incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of provisions of this Agreement, or any other failure of good behavior, and any acts of misfeasance, malfeasance, or nonfeasance.

B. Before a member of the bargaining unit may be suspended without pay, terminated, or transferred or reduced for disciplinary reasons the following procedure shall be followed:

1. The employee shall have the right to a hearing to be conducted by the Superintendent or his/her designee. Prior to such hearing, the employee will be given written notice containing specific charges and potential outcomes. This hearing shall be informal and shall not be an evidentiary hearing. The employee may be accompanied at the hearing by a Union representative. The employee shall have not less than twenty-four (24) hours notice of the time and place of the hearing. Failure of the employee to attend at the time and place indicated in the notice, unless mutual agreement is reached on an alternative date, shall be deemed to be a waiver by the employee of his/her right to such hearing.
2. At the hearing, the employee shall be given the opportunity to respond by way of explanation or defense to the charges asserted against him/her.
3. If in the judgment of the Superintendent or his/her designee, the nature of the charges against a member are such that the member should be removed following the preliminary hearing, the member may be suspended without pay pending final resolution of the disciplinary proceedings. If upon final resolution of the disciplinary charges the member is restored to employment, he/she shall be paid his/her regular pay for the period of the suspension.
4. Following this hearing, the Superintendent or his/her designee may conduct a further investigation concerning any matters which may have been raised during the hearing or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such recommendation as he/she deems appropriate. The parties shall be notified in writing of any action taken.
5. Following the hearing, the Superintendent or his/her designee may impose a disciplinary transfer or a suspension of five (5) or less working days, or may recommend to the Board the suspension of more than five (5) working days, a disciplinary reduction or termination. The Superintendent or his/her designee shall furnish such bargaining unit member with a copy of his/her order and/or recommendation, which shall state the reasons therefore.

6. If the Superintendent or his/her designee recommends a suspension of more than five (5) working days, or a disciplinary reduction or termination of a member, such recommendation shall be presented to and acted upon by the Board, which may affirm, reject or modify the recommendation of the Superintendent or his/her designee. Prior to such determination the employee shall have the right to a hearing before the Board of Education.
 7. If the Board upholds the decision of the Superintendent or his/her designee to impose a suspension of more than five (5) working days, a disciplinary reduction or termination of the employee, the employee may appeal such action in accordance with Revised Code Section 3319.081. All other disciplinary actions may be appealed under the Grievance Procedure beginning at Level III, but may not be appealed beyond Level V.
 8. Any notices, copies of orders or recommendations required by this Article to be served upon an employee shall be served in person; provided however, in the event the employee is on any type of leave or is absent without leave when service is attempted then such service shall be by certified mail sent to the employee's last address as shown on the Board's records. In that event, service is deemed complete 72 hours after mailing.
- C. Any employee receiving a written reprimand or a notice that is disciplinary in nature shall receive a copy of the reprimand or notice. The employee will be asked to sign the reprimand or notice to verify receipt; however, the employee's signature shall not be construed to imply agreement or disagreement with the contents of the reprimand or notice. If the employee does not sign the reprimand or notice, the document shall be so noted and filed.

**ARTICLE 8
PAY PROCEDURES**

1. Classification/Salary Schedule Placement

A. All new employees will start at step 0 of the salary schedule. Any employee moving from his/her present position (including salary schedule) to a higher paying position either in the same or a different classification shall move laterally across to the appropriate step of the new salary schedule. They would retain the system seniority they had by way of step placement.

2. Overtime

A. An employee shall receive one and one-half (1-1/2) times their hourly rate for all hours worked in excess of forty (40) hours in one work week. Overtime will be offered to regular employees in the classification in which the work is to be performed, by seniority in the building first on a rotating basis, then to regular employees in the classification in other buildings. A rotation list will be posted in a conspicuous place for all employees to view.

B. All overtime work must have the prior approval of the immediate supervisor or the Superintendent.

C. A normal work week shall be defined as Monday, 12:01 a.m. through Friday, 12:00 midnight for all bargaining unit positions, unless the needs of the District determine that an adjustment is necessary.

D. Any employee who is asked to work on a holiday shall receive time and one-half (1-1/2) their regular rate of pay, in addition to holiday pay.

3. Meeting Attendance

- A. In the event any employee is required by his/her supervisor and/or the administration to attend any meetings outside of the normal work day of the employee, he/she shall be paid for all such time spent at their regular hourly rate.
- B. This article does not apply to any meetings which the employee must attend to maintain eligibility or certification qualifying him/her to perform his/her job's responsibilities, as stipulated by state and/or county requirements over which the local Board of Education exercises no control.
- C. Employees required by their supervisor or administrator to attend any meetings as per "A" above shall be compensated on the next regular pay. Employees required to attend these meetings shall be notified in writing that such meeting is mandatory.

4. Pay Day

- A. All employees' pay shall be paid over a twelve (12) month period in twenty-six (26) payments on alternating Fridays.
- B. When pay day falls on a holiday, employees will receive their checks/pay notifications on the preceding day during the normal hours of their shift.

**ARTICLE 9
LEAVES**

1. Sick Leave

- A. Each employee shall accumulate sick leave at the rate of one and one-quarter ($1\frac{1}{4}$) days per month (15 per year). The accumulation of sick leave will be unlimited.
- B. Employees may use sick leave for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious disease which can be communicated to others, and for absence due to illness, injury, or death in employee's immediate family. Sick Leave shall be granted in increments of not less than one-quarter ($\frac{1}{4}$) day.
- C. Immediate family is defined as father, mother, husband, wife, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchildren, or other relative living in the employee's household.

- D. All new employees who do not have transferable accumulated sick leave and any regular employee who has exhausted his or her accumulated sick leave shall be advanced no more than five (5) days of sick leave each year to be charged against the sick leave he/she subsequently accumulates.
- E. If the employee terminates employment prior to earning five (5) days advanced sick leave, the Board is authorized to deduct from the employee's final salary an amount equal to the number of days paid in excess of the actual sick leave earned at the date of termination of services provided the employee has compensation due as of such date.
- F. Employees on Sick Leave for four (4) consecutive days or more may be required, upon request, to submit satisfactory medical documentation generally evidencing the existence of facts entitling the employee to Sick Leave.
- G. No more than 120 days of accumulated sick leave from any public service may be transferred to the Maplewood Schools as provided by law.
- H. Any unauthorized absences or falsification of sick leave may result in severe disciplinary action up to and including termination. An unauthorized absence is defined as any missed day that does not qualify for sick, FMLA or personal leave.

2. Personal Leave

- A. Personal leave may be used for transacting personal affairs that cannot be transacted at any other time. It cannot be used to work another position for compensation.
- B. Three (3) unrestricted personal days shall be permitted per school year so long as requests are filed three (3) days in advance of the requested day; no more than one (1) employee per classification per building on an unrestricted day at any one time, and unrestricted days become restricted days as of May 1st in any year.
- C. Effective May 1st, these three (3) restricted days may not be used as follows:
 - 1. In place of sick leave.
 - 2. The day before or after a vacation during the school year.
 - 3. As vacation.
 - 4. To work at another position.

After the last student day, the three (3) personal days become unrestricted per 2A.

- D. The Superintendent will respond in writing to all personal leave requests whether approved or disapproved, and if disapproved, stating the reason.
- E. Two or less unused personal days can be rolled over to sick days at the end of the contract year.
- F. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted personal or other approved paid leave nor is the Board in any way limited in taking appropriate disciplinary action, up to and including termination, for any unauthorized absence without approved leave. The discretionary decision of the Board to allow such unpaid leave in any instance shall not be deemed as precedent or relevant with regard to any subsequent request.

3. Unpaid Leave

- A. Consistent with Ohio Revised Code Section 3319.13, the Board may grant to any employee a leave of absence without pay for a period of not more than twenty-four (24) consecutive months for education or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. Upon request, such leave may be renewed by the Board.

- B. Parental Leave

Any employee who is adopting a child under the age of six (6), becoming a parent, or becoming a custodial guardian of a child under the age of six (6), shall be, upon request and on the conditions set forth below, granted a parental leave of absence without pay or benefits.

1. The parental leave shall begin at any time after filing the application for leave. Such leave shall be for the remainder of that school year or for the remainder of that semester.
2. Application for parental leave shall be in writing, and shall contain a statement of the expected date of birth or, in the case of adoption, the date of obtaining custody, the date on which the leave is to commence and the date the employee anticipates return to service.
3. Such return date shall be the beginning of the next succeeding school year or semester unless the employee makes a mutual agreement with the Superintendent to return earlier. If an employee would like to return other than at the beginning of the next succeeding school year or semester, upon the employee's request the Superintendent or his/her designee shall meet with the employee to discuss the possible return date.

4. Requests for leave shall be filed with the Personnel office at least thirty (30) calendar days prior to the beginning of requested leave unless (in the case of adoption or unusual conditions) it is impossible to do so. If the thirty (30) day notice cannot be given, it is the employee's responsibility to notify the Personnel office as soon as possible.
- C. When a medical or non-medical leave of absence is granted, the employee shall be returned to the same position held before the leave.
- D. Nothing herein shall be considered to create an expectation that unpaid leave will be granted, or in the case of illness or disability, renewed as to any bargaining unit member who has exhausted all available leave, nor is the Board in any way limited from docking any such employee's pay and/or in taking appropriate disciplinary action for any unauthorized absence without approved leave.
- E. Family and Medical Leave

The Board shall provide Family and Medical Leave in accordance with federal law and its implementing regulations. Each eligible employee is entitled to up to 12 work weeks of FMLA leave in any 12-month period. The employee must substitute any of his/her accrued paid leave for Family and Medical Leave when such may be elected by the Board under federal law. The 12-month period is measured forward from the date an employee's first FMLA leave begins.

4. Jury Duty

- a. Bargaining unit members called for jury duty shall notify his/her immediate supervisor and the Superintendent at the earliest possible time. Such notification should indicate the court assignment and probable duration of the duty.
- b. Employees shall not lose any salary due to jury duty provided the employee submits verification of such service is presented to the Treasurer's Office on the employee's next work day.

5. Leave for Court/Deposition Appearances

- a. Employees who are compelled by subpoena to testify in a deposition or court action shall not lose any salary or pay for complying with such subpoena only in those circumstances where the administration determines that the basis for the subpoena appropriately results from or concerns matters arising out of the proper performance of the employee's duties with the District. In no case will paid leave under this provision be permitted where the employee is a plaintiff in a civil action or a defendant in a criminal action.

- b. Employees seeking paid leave under this provision must first obtain the approval of Superintendent, or his/her designee, whose decision will be final and not subject to the grievance procedure. Paid leave is available under this provision only after an employee has exhausted his/her available personal leave.

6. Assault Leave

- a. Employees absent from work due to a physical condition and/or serious emotional condition resulting from an unprovoked assault occurring in the course of employment with the Board shall be eligible to receive assault leave.
- b. Assault leave shall be limited to a maximum amount of 20 work days per incident. During such leave, employees will be maintained on full pay status.
- c. Assault leave shall be granted according to the following procedures:
 - 1. An employee requesting assault leave must provide a signed statement describing the factual circumstances of the assault and the nature of the physical condition and/or serious emotional condition resulting from the assault.
 - 2. The employee will also provide a licensed physician's statement verifying that the physical condition and/or serious emotional condition necessitates absence from work and stating the nature of the condition(s) and indication expected duration of the need to be absent from work.
 - 3. The Board reserves the right to seek another evaluation from a licensed physician to confirm or refute a physical condition and or serious emotional condition necessitating an absence from work. Said evaluation will be conducted at the expense of the Board.
 - 4. Employees requesting assault leave must agree to file a report with the appropriate police department(s) against the person or persons alleged to have been responsible for the assault and must further cooperate with the Board of Education in any investigation of the assault.
- d. If an employee's assault leave is exhausted, sick leave may be utilized for any extended absences and/or an unpaid leave may be requested for medical reasons.
- e. Employees required to testify as a result of the filing of criminal charges will be eligible for paid leave pursuant to paragraph G., above.

f. Falsification of any information required under this provision shall be grounds for disciplinary action, up to and including termination of employment.

7. Bereavement Leave

In the event of a death in the employee's family (as defined above in Paragraph 1. C., above), employees will be granted three (3) days of bereavement leave, which shall not be deducted from the employee's accumulated sick leave balance.

8. Military Leave

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

9. Perfect Attendance Bonus

For employees working less than twelve (12) months, the Board will provide a perfect attendance bonus for employees who do not utilize any sick or personal leave during the contract year in the amount of one (1) day's pay at the employee's individual per diem amount. For twelve (12) month employees, the perfect attendance bonus will be paid for either no use of personal or sick leave, or if only one (1) day is used of either sick or personal leave.

10. Retirement Pick-Up

The Board will designate that mandatory contributions of all unit members to the School Employees Retirement System of Ohio designated as "picked-up" by the Board as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they will continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System contribution which has been designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the School Employees Retirement System of Ohio increased thereby.

**ARTICLE 10
VACATIONS/HOLIDAYS**

1. Holidays

All nine (9) and ten (10) month employees receive the following holidays:

New Years' Day	Memorial Day	Christmas Eve
Martin Luther King Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	

**ARTICLE 11
SENIORITY**

1. District seniority is defined as the length of continuous service as an employee of the Maplewood Schools. Classification seniority shall be defined as the length of continuous employment in an employee's present job classification as computed from employee's most recent date of entry into the job classification.

In the event of consolidation, merger, or coming together of more than one school system into the Maplewood Local School District, the present employees within our school system shall retain their present seniority and positions to the extent practical and/or as provided by law.

2. The Administration shall make available to the Association a current seniority list of all bargaining unit employees, one each calendar year, by November 1.

**ARTICLE 12
WORKER'S COMPENSATION**

1. All employees covered under this Agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
2. An injury incurred while performing assigned responsibilities shall be immediately reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Worker's Compensation. Employees shall report all unsafe or unhealthy working conditions to their supervisors as soon as possible. The failure to comply with this requirement may result in disciplinary action.
3. Employees who provide the Board with notification of SERS retirement for a date certain, will immediately be deemed eligible for insurance coverage. The employee will be responsible for 100% of the premium. The premium will be a payroll deduction.

4. Life insurance in the amount of \$50,000 will be provided by the Board of Education.

<u>EDUCATIONAL AIDES</u>	FY2012-13 SALARY SCHEDULE	FY2013-14 SALARY SCHEDULE	FY2014-15 SALARY SCHEDULE	FY2015-16 SALARY SCHEDULE
Step 1	11.57	11.77	12.02	12.27
Step 2	11.70	11.90	12.15	12.40
Step 3	11.84	12.04	12.29	12.54
Step 4	11.97	12.17	12.42	12.67
Step 7	12.11	12.31	12.56	12.81
Step 10	12.24	12.44	12.69	12.94

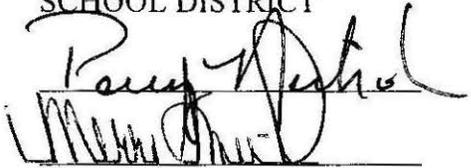
<u>CAFETERIA AIDES</u>	FY2012-13 SALARY SCHEDULE	FY2013-14 SALARY SCHEDULE	FY2014-15 SALARY SCHEDULE	FY2015-16 SALARY SCHEDULE
Step 1	10.35	10.55	10.80	11.05
Step 2	10.49	10.69	10.94	11.19
Step 3	10.62	10.82	11.07	11.32
Step 4	10.76	10.96	11.21	11.46
Step 7	10.89	11.09	11.34	11.59
Step 10	11.03	11.23	11.48	11.73

LONGEVITY:
18 years - \$500
23 years - \$600

**ARTICLE 13
DURATION**

This Agreement shall be effective from July 1, 2013, through June 30, 2016 and supersedes and cancels all previous agreements, verbal or written, between the Board and the Union, and constitutes the Entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties to this Agreement.

BOARD OF EDUCATION
OF THE MAPLEWOOD LOCAL
SCHOOL DISTRICT



OAPSE LOCAL #418

APPENDIX A
GRIEVANCE FORM
Level Two/Three

Name of Grievant _____ Date of Filing _____

Building _____ Assignment _____

Date of Level I Meeting _____

Date of Level II Meeting (if applicable) _____

Statement of Grievance: (Include complete details of the grievance and a concise statement of the facts underlying the alleged grievance, the provision(s) of the Agreement allegedly violated, misinterpreted, or misapplied, including the date, time and location of occurrence).

Remedy Requested (Include the precise nature of the relief requested):

Signature of Grievant _____ Date _____

Signature of Supervisor/Principal/
Superintendent/Designee _____ Date _____

APPENDIX A

GRIEVANCE DISPOSITION FORM

To: _____ Date: _____

This is to inform you that your grievance filed on _____ at Level _____ was disposed of as follows:

Date of Hearing: _____

Participants in Hearing:

Principal/Supervisor/Superintendent/Designee's Signature

Date _____

Received by Grievant/Representative

Date _____

Signature _____