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NEGOTIATED AGREEMENT

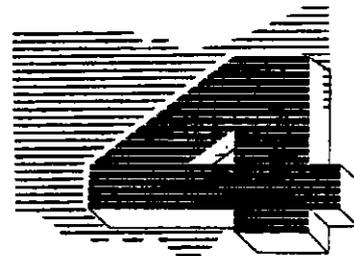
BETWEEN

**MID-EAST CAREER AND TECHNOLOGY CENTERS
BOARD OF EDUCATION**

AND

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES LOCAL NO. 769**

July 1, 2013
through
June 30, 2016



OAPSE/AFSCME Local 4/AFL-CIO

Property of:

STATE EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

2014 APR -2 AM 9: 28

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE(S)</u>
ARTICLE <u>1</u>	RECOGNITION	1
ARTICLE <u>2</u>	BOARD RIGHTS	2
ARTICLE <u>3</u>	GRIEVANCE PROCEDURE	2-4
ARTICLE <u>4</u>	EMPLOYEE SUSPENSION AND TERMINATION	5
ARTICLE <u>5</u>	SENIORITY AND TENURE.....	5
ARTICLE <u>6</u>	VACANCIES AND PROMOTIONS	6
ARTICLE <u>7</u>	LAYOFF AND RECALL	6-7
ARTICLE <u>8</u>	NO STRIKE-NO LOCKOUT.....	7
ARTICLE <u>9</u>	ASSIGNMENT OF WORK	7
ARTICLE <u>10</u>	SUBCONTRACTING.....	7
ARTICLE <u>11</u>	PERSONNEL FILE.....	7-8
ARTICLE <u>12</u>	COMMUNICATIONS	8
ARTICLE <u>13</u>	EMPLOYEE RIGHTS	8
ARTICLE <u>14</u>	DISCRIMINATION	8
ARTICLE <u>15</u>	COURT LEAVE	8-9
ARTICLE <u>16</u>	OAPSE LEAVE.....	9
ARTICLE <u>17</u>	WAGES AND HOURS	9
ARTICLE <u>18</u>	OVERTIME	10
ARTICLE <u>19</u>	CALAMITY DAY.....	10
ARTICLE <u>20</u>	SICK LEAVE.....	10-13
ARTICLE <u>21</u>	HOLIDAYS.....	13
ARTICLE <u>22</u>	LEAVE PROVISIONS.....	14-15
ARTICLE <u>23</u>	VACATION	15-16
ARTICLE <u>24</u>	HEALTH, MEDICAL, DENTAL, AND LIFE INSURANCE	16-18

ARTICLE <u>25</u>	SEVERANCE PAY	18
ARTICLE <u>26</u>	PAYROLL DEDUCTION OF DUES	18-19
ARTICLE <u>27</u>	CLASSIFICATIONS.....	19
ARTICLE <u>28</u>	JOB DESCRIPTIONS.....	19
ARTICLE <u>29</u>	NEGOTIATION PROCEDURES	20
ARTICLE <u>30</u>	DURATION	20
ARTICLE <u>31</u>	SCOPE, SEVERABILITY AND DURATION.....	20-21
ARTICLE <u>32</u>	<u>LABOR/MANAGEMENT COMMITTEE</u>	21
ARTICLE <u>33</u>	LEGISLATIVE MANDATES	21-25
ARTICLE <u>34</u>	TUITION REIMBURSEMENT	25-26
SIGNATURE PAGE.....		27
SALARY SCHEDULES		28-30

ARTICLE 1 – RECOGNITION

- A. The Mid-East Career and Technology Centers Board of Education (hereinafter the "Board") recognizes the Ohio Association of Public School Employees/AFSCME, AFL-CIO and Local #769 (hereinafter referred to as the "Union") as the sole and exclusive bargaining representative for full-time and regular part-time non-teaching employees of the Board, including: Bus Driver, Cashier/Custodian, Bus Driver/Custodian, Head Cook, Head Maintenance, Cafeteria Cashier, Cook, Cook Helper, Server, Custodian, Custodian/Maintenance, Instructional Assistant, Executive Secretaries (except those excluded below), Maintenance, Secretary, (hereinafter referred to as "employees"). Excluded from the Union's bargaining unit are substitutes, temporary, seasonal, or casual employees, the Supervisor – Food Services, the Switchboard/Receptionist, the District Treasurer, the Assistant **Treasurer, Accounts Payable/Purchase Order Clerk,** Secretary to the Treasurer, Supervisor of Building and Grounds, Secretary to the Superintendent, Executive Secretary – Central Office, the Superintendent, Directors, Principals, Assistant Principals, Assistant Directors, Coordinators, **Dean of Students, Maintenance & Custodian Supervisor, Chief Security Officer, Security Officer, Career Development Specialist, Career Exploration Specialist, Technology Services Manager, Systems Administrator, Hardware Specialist, Media Specialist, Library/Media Center Technician, Director – Mid-East Children's Learning Center,** and all other supervisory, management-level and confidential employees and all other employees not referred to herein.
- B. The Board's recognition of the Union as exclusive representative is for the term of this Agreement pursuant to the terms of Chapter 4117 of the Ohio Revised Code. During the period from 90 to 120 days before the expiration of this Agreement, employees, a group of employees, or any individual or employee organization acting on their behalf may file a petition supported by at least 30% of the bargaining unit with the State Employment Relations Board alleging that the Union no longer represents a majority of employees in the bargaining unit. The State Employment Relations Board shall then determine whether a question of representation exists for purposes of an election.
- C. The following definitions apply to this Agreement unless otherwise expressly provided:
1. "Day" means a calendar day.
 2. "Employee" hereafter means a member of the bargaining unit.
 3. "Union" means the Ohio Association of Public School Employees, any chapter or local it forms for this District, the Union's members, employees, agents and all others acting on the Union's behalf.
 4. "Board" means the Board, its agents, school administrators, and all others acting on the Board's behalf, however, "Board of Education" means the Board as a corporate entity.
 5. When the terms "he" or "him" are used in this Agreement, those terms shall apply to the female gender also.

ARTICLE 2 – BOARD RIGHTS

- A. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent and other personnel in management all powers, rights, authority, duties and responsibilities conferred upon and vested in it or them by the laws and the Constitution of the State of Ohio, and of the United States, including but not limited to the right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions, programs, and services of the Board, standards of services, its budget, utilization of technology, and organizational structure; direct, supervise, evaluate, and hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the work hours of employees and the overall methods, process, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate employees for just cause; lay off, nonrenew, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the mission of the school district as an educational unit; effectively manage the work force; adopt policies not inconsistent with the specific written terms of this Agreement; issue, implement and modify work rules; take actions to carry out the mission of the school district; and the Superintendent's right to direct, assign, supervise, evaluate, schedule and transfer employees; and to direct, assign and schedule pupils and their instruction. The exercise of any of the foregoing management rights requires neither prior negotiation with nor agreement of the Union.
- B. The Board rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any Board right.

ARTICLE 3 – GRIEVANCE PROCEDURE

- A. The following definitions and terms apply to this Article:
1. A "grievance" is a claim by an employee or the Union that the Board or an administrator has violated, misinterpreted or misapplied a specific and express term of this written Agreement.
 2. If an employee or the Union fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, then the grievance shall be considered waived.
 3. If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the employee is entitled to appeal to the next step.
 4. An employee may be accompanied at any stage of the grievance procedure by a union representative of his or her choice.
 5. An employee may present grievances and have them adjusted as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as a Union representative has the opportunity to be present at the adjustment. The Union representative may be present but shall not participate in the meeting at which the adjustment occurs unless requested by the employee who filed the grievance.
 6. "Days" means Mondays through Fridays except for paid holidays.

B. The following procedure will be used in processing a grievance:

STEP 1: The employee aggrieved shall, within five (5) days after the matter complained of has occurred, first attempt to settle the matter by conference with his immediate supervisor. Any grievance of any disciplinary action taken by management shall be filed in writing as specified in Step 2 within five (5) days of the disciplinary action taken and Step 1 shall be waived for purposes of such a grievance.

STEP 2: If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the grievance shall be reduced to writing and filed with the employee's immediate supervisor, on a form to be provided by management, within five (5) days after the matter complained of has occurred. Such written grievance shall be signed by the aggrieved employee and state the following information with clearness: The exact nature of the grievance, the act or acts complained of, when they occurred, who was involved, the identity of the employee who claims to be aggrieved, the provisions of this agreement claimed to be violated, and the remedy sought. The immediate supervisor shall give his answer in writing within five (5) days of the filing of the grievance.

STEP 3: If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the employee may appeal to the Unit Administrator by filing a verbal or written appeal of the grievance within five (5) days of the employee's receipt of the immediate supervisor's response. The Unit Administrator shall hold a meeting with the employee to discuss the grievance and its possible resolution within five (5) days of the submission of the notice of appeal. The Unit Administrator shall make a written response to the appeal within five (5) days of the meeting.

STEP 4: If the grievance is not satisfactorily resolved in the manner provided for in Step 3, the employee may appeal to the Superintendent by filing a written appeal of the grievance within five (5) days of the employee's receipt of the Unit Administrator's response. The Superintendent or his designee shall hold a meeting with the employee to discuss the grievance and its possible resolution within five (5) days of the submission of the notice of appeal.

The Superintendent or his designee shall make his written response to the appeal within five (5) days of the meeting.

STEP 5: a) In the event that the dispute has not been satisfactorily settled by the above Steps of the grievance procedure, the Union may request arbitration by giving the Board written notice of its desire to arbitrate, which must be received by the Treasurer of the Board within fifteen (15) days of the Step 4 answer, in which event the grievance shall be arbitrated according to the following procedure: Within five (5) days following the notice to arbitrate, the parties shall either agree upon an arbitrator or shall request in writing the American Arbitration Association to furnish the parties with a list of seven (7) arbitrators. The parties shall select the arbitrator by the alternate strike method (the parties alternately to strike first on each successive panel after the first panel), with each party first having an opportunity to request a second list. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and the Board to do so. The sole

exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award.

- b) The jurisdiction and the authority of the arbitrator and his opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.
- c) The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.
- d) The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union's and the Board's representatives shall be final and binding upon the grievant, the Union, the Administration and the Board.
- e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expense of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

ARTICLE 4 – EMPLOYEE SUSPENSION AND TERMINATION

- A. An employee may be suspended or terminated during his contract of employment only for the causes set forth in O.R.C. 3319.081(C). Before imposing any such action, the Superintendent or his designee shall give the employee an opportunity to meet with him to discuss the intended action and to receive any explanation from the employee. The employee may be accompanied by the Association President or other representative of the Association.
- B. The Superintendent may impose a suspension for up to 10 days without pay. The Board only shall terminate an employee's contract, but the Superintendent or his designee may conduct the pre-termination hearing. The Superintendent shall give the Association President and the employee notice of the decision to suspend or terminate an employee. Such actions shall be subject to the grievance procedure.
- C. This Article in no way affects or limits the Board's authority to nonrenew a limited contract pursuant to O.R.C. 3319.081-083.
- D. The Superintendent may terminate a new employee's contract at any time within the 90-day probationary period.

ARTICLE 5 – SENIORITY AND TENURE

- A. Seniority is defined as the length of continuous service as an employee of the Board from the most recent date of his/her employment by the Board as a regular employee. Seniority by classification is the employee's continuous service within that classification measured from the date of entry into each classification.
- B. Employment shall be governed by the sequence of contracts contained in the provisions of O.R.C. 3319.081. The Board may nonrenew the limited contract of an employee by giving him notice of nonrenewal on or before the June 1 before the contract expires.
- C. A regular employee must be employed for a least 120 work days including authorized sick leave and personal leave during a school year for that year's contract to be considered the employee's first contract under O.R.C. 3319.081(A). If the employee is not employed for at least 120 days, the employee, if re-employed, shall be considered to have his first contract under O.R.C. 3319.081(A) during the next school year.
- D. In accordance with O.R.C. 3319.081(C), no employee will be terminated for other than just cause during the life of that employee's contract.
- E. When an employee is on an allowed worker's compensation leave due to an injury or illness sustained in the course of employment, he shall continue to accumulate seniority for the duration of such leave. When a bargaining unit member returns from other approved unpaid leave of absence, he shall be credited with all seniority rights accrued prior to the commencement of the leave.
- F. The Union President and Grievance Chairperson shall be provided annually with updated seniority lists which shall state the hire dates, classification seniority, and position on pay schedule for bargaining unit members in each classification.
- G. Seniority shall be broken by termination or resignation of employment, or nonrenewal.

ARTICLE 6 – VACANCIES AND PROMOTIONS

- A. When a vacancy or newly created position occurs in a bargaining unit position (classification), the Superintendent or his designee shall post a dated notice, indicating the position vacancy and qualifications, on the bulletin boards designated for Union use for a period of ten (10) days. The Superintendent or designee shall post vacant positions he intends to fill within thirty (30) days of the position becoming vacant. Interested employees may have their applications considered by filing in writing on the form provided by the Board. Applications filed after the tenth full day of the posting will not be considered. The position will be awarded within fifteen (15) days after the end of the posting period if an internal candidate is to be awarded the position. The Board retains the right not to fill vacancies even after posting for the position.
- B. Employees currently in the bargaining unit who express interest in a vacancy in writing will be duly considered. If two or more inside candidates have equal qualifications and are determined as the most qualified candidates for the vacancy, then the senior candidate shall be awarded the position.
- C. If the vacancy is not filled by the above process, or if no bids are received from within the classification in which the vacancy exists, the Superintendent has the right to fill the position according to his own procedures and discretion. If a new person is hired (outside of a current bargaining unit member), the probationary period shall be ninety (90) work days. If the Superintendent fills the position with a current bargaining unit employee from outside the classification, there will be a probationary period of thirty (30) work days. If such an employee is removed and returned to his or her prior position, which may be done at the discretion of the Superintendent anytime before the completion of thirty (30) work days, the vacancy will be filled in accordance with this section (C).
- D. Vacancies caused by vacations, leaves of absence, or similar conditions shall be considered temporary and may be filled by assignment or otherwise at the discretion of the Superintendent without regard to this job bidding procedure.

ARTICLE 7 – LAYOFF AND RECALL

- A. When the Board determines to reduce the number of positions in one or more classifications covered by this Agreement because of lack of funds, lack of work, building closures, abolishment of positions, or combination of positions, the Board shall follow the procedure set forth in this Article.

Seniority for reduction in force purposes shall be determined by the employee's seniority within a classification or classification series by using the employee's date of hire or entry into a particular job classification. Authorized leave of absence does not constitute an interruption of service. In case of identical seniority the toss of a coin shall determine which employee is to be laid off first.

When it has been determined that a reduction is necessary, either system-wide, within a classification or classification series, the Board shall lay off employees in the affected classification on the basis of reverse classification seniority.

The job classifications as outlined in Article XXVII (Classification) shall be used for the purpose of defining classifications in which a layoff may occur. The Board shall not use nonrenewal of limited contracts to circumvent use of this Layoff and Recall procedure for the purposes listed in (A).

- B. The names of laid-off employees shall be kept on a recall list by classification for a period of eighteen months from the employee's last work day. If the Board determines to fill any position in a classification during that eighteen months, the Board must offer the position to the most senior employee on the recall list for that classification. The offer of recall shall be made by written notice sent to the employee at his most recent address of record by certified mail. It is the employee's responsibility to keep the Board informed of his up-to-date address. The employee shall have seven (7) days after the notice is mailed to accept the offer of recall and report to work. If he does not report during such seven-day period, his name shall be eliminated from the recall list and the employment relationship between him and the Board shall cease. If the first employee on the recall list for a classification does not accept the recall, the Board shall offer the position to the next most senior employee from that classification on the recall list by the procedure outlined in this Article, and so on, until the position is filled.
- C. The Board may not deviate from seniority in recall or in layoff unless the employee who would be recalled or who would remain in a position does not have the skill and qualifications to perform the job(s) in question. However, if the employee is determined not to possess the skill and qualifications he shall not be removed from the recall list for the remainder of the eighteen month period.

ARTICLE 8 – NO STRIKE-NO LOCKOUT

In accordance with Chapter 4117 of the Ohio Revised Code, the Board and the Union agree that during the term of the Agreement neither party will engage in a strike nor an employee lockout.

ARTICLE 9 – ASSIGNMENT OF WORK

No bargaining unit employee shall be laid off or have his or her regular work hours reduced because the Board or Superintendent assigns the bargaining unit work to employees outside the bargaining unit. Otherwise, The Board and Superintendent reserve the unilateral right to assign bargaining unit work to supervisors, casual or temporary employees, or others outside the bargaining unit as the Board or Superintendent deems it appropriate. Employees who have their work hours altered will receive at least seven (7) calendar days' notice of the change. The parties may mutually agree to a shorter time frame.

ARTICLE 10 – SUBCONTRACTING

The Board agrees that for the duration of this Agreement it will negotiate with the Union before it subcontracts any traditional bargaining unit work done during regular hours by bargaining unit members.

ARTICLE 11 – PERSONNEL FILE

1. An employee will receive a copy of any evaluation or disciplinary action that is placed in his personnel file.
2. An employee will have access to his personnel file on non-work time, but only in the presence of the Superintendent or his designee. The employee must give the Superintendent written notice of his desire to have access to his personnel file on a form to be mutually agreed upon, at least

twenty-four (24) hours in advance. The employee will have the right to attach a response to any letter, evaluation, or disciplinary action within 10 work days of its being placed in the file.

3. Personnel files will be maintained in the office of the Superintendent, with the exception of payroll records.
4. Disciplinary action that is three (3) years old shall have no further effect or force on the employee or the file, provided the employee has not received any subsequent discipline of the same nature during that three-year period.
5. Anonymous phone calls, messages, letters, memoranda or complaints will not be placed in an employee's personnel file.

ARTICLE 12 – COMMUNICATIONS

- A. Bulletin board space for the posting of Union notices will be made available at two (2) centrally located places to be designated by the employer.
- B. The Board shall allow the Union to use intra school mail or messenger service, subject to reasonable regulation by the Superintendent.

ARTICLE 13 – EMPLOYEE RIGHTS

- A. Bargaining unit employees shall have the right to meet with a local union representative on the job site on the non-work time of all employees involved, as long as the meeting does not interfere in any way with school operations.
- B. A Union official may pay occasional visits to work sites provided that the Union official first receives clearance from the Superintendent or his designee, and provided that the meeting does not interfere in any way with school operations.

ARTICLE 14 – DISCRIMINATION

- A. In accordance with the dictates of the applicable federal statutes, the employer, the Union, and their agents agree that they will not discriminate against any employee **for any reasons, including on the basis of religion, race, color, national origin, sex, disability, military status, ancestry, age, genetic information,** membership or non-membership in the Union.

ARTICLE 15 – COURT LEAVE

Any employee shall be granted, upon the approval of the responsible administrator(s) and superintendent, for the purpose of jury duty and/or to appear as a party in a school-related civil lawsuit or civil administrative proceeding, or to appear as a subpoenaed witness in a civil lawsuit or civil administrative proceeding where the witness' knowledge or information of relevant facts arose from his or her employment with the Board. For the purpose of this article, school related matters shall not include conflicts between employer and employee or the employer and OAPSE. Any employee called for jury duty or a court appearance shall notify his/her building director (principal) or

his/her immediate supervisor as soon as possible. The staff member shall submit to the Treasurer the jury duty check, or the witness fee check, if applicable, from the court less any mileage or meal reimbursements. In return therefore, he/she will receive his/her regular pay for the time spent on such leave. If the staff member fails to submit to the Treasurer the witness fee check (or cash) within 10 days, an equivalent amount shall be deducted from the employee's regular pay following the period of court leave.

ARTICLE 16 – OAPSE LEAVE

The Board agrees to release, with pay, the authorized number of delegates established by the OAPSE Constitution and By-Laws, for duly elected delegates to attend the OAPSE Annual Conference. Such leaves will be granted upon written application. Such leave shall be a maximum of three (3) days. The Board of Education is not responsible for the reimbursement of mileage or expenses for the OAPSE Conference.

If substitutes are used to fill the absence of the delegates, the association will pay the costs of the substitutes.

ARTICLE 17 – WAGES AND HOURS

1. The Board agrees to grant a **1.5%** increase in salaries for each year of the contract. Employees working the afternoon shift will receive an additional ten (10) cents per hour and those working the midnight shift will receive an additional twenty-five (25) cents per hour.

Employees will be paid the hourly rate provided for in the negotiated wage schedule as attached for authorized and assigned work hours.

2. The existence of the negotiated wage schedules does not restrict or limit in any way the Board's prerogative to increase or reduce the number of positions, or to increase or reduce the number of hours that employees are scheduled to work.
3. Each employee who is scheduled for at least seven hours of paid time per day shall receive one 15-minute rest period for each half of his/her shift, as scheduled with approval of the employee's supervisor. Each employee who is scheduled for at least seven hours of paid time per day shall receive an unpaid thirty-minute duty free lunch as scheduled with approval of the employee's supervisor.
4. On the wage schedules, an employee shall receive credit for a year's service if he/she has been employed for at least 120 school days in that school year, including authorized sick leave and personal leave.
5. Regular salaries will be paid in 26 equal installments provided 1/26th of the workdays of his/her calendar have elapsed. If the first pay is prior to the completion of the 1/26th workdays, then the salaries will be paid in 27 equal installments. The Treasurer shall provide classified employees with at least a six (6) month notice prior to the year in which a 27 pay schedule will occur.
6. Direct deposit of paychecks via electronic transfer shall be required of all bargaining unit members as of 9/1/07.

ARTICLE 18 – OVERTIME

1. Each employee will be paid at the rate of one and one-half times his or her regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one work week. Compensatory time will be given instead of cash at the option of the employee.

For purpose of calculations, the work week begins at 12:01 a.m. on Monday and ends at midnight the following Sunday. Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. For purpose of computing overtime pay, holidays, vacation, personal leave and sick leave days shall not be treated as hours worked.

2. Any employee not regularly scheduled to work on a holiday required to work on a holiday shall be paid time and one-half (1-1/2) of the regular rate of pay.
3. Overtime shall be combined with the next scheduled biweekly payroll run after the payroll department receives the approved overtime card.
4. If no substitute is available, overtime will be offered to bargaining unit members within each department on a rotating seniority basis. The Board may break-up the amount of overtime available on a given day and offer it to more than one employee.

ARTICLE 19 – CALAMITY DAY

1. The Superintendent and/or his designee will determine the appropriate number of staff needed to work on calamity days in each individual department. Those who are not designated to work the calamity day will receive their regular rate of pay. Those who are designated to work the calamity day will be paid in accordance with ORC 3319.081.
2. Mid-East Children's Learning Center employees may be required to make-up up to five (5) calamity days at the end of the school year.
3. An employee who has been told by the Superintendent or designee to report to work and has been instructed by the Superintendent or designee to report no later than two hours past his/her regular start time will be paid for his/her total regular scheduled hours if he/she works the remainder of his/her scheduled shift.

ARTICLE 20 – SICK LEAVE

1. Each employee shall be entitled, for each completed month of service, to sick leave of 1 1/4 days with pay for a full-time standard of 15 days per year. Regular part-time and part-time employees shall accrue sick leave prorated against the full-time standard. Application for approval of sick leave shall be made within 48 hours of the employee's return to duty. Leave shall not be granted for less than quarter day units.

All employees covered under this agreement are protected under the Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of, or arising out of, their employment. An employee shall have the option to use either sick leave or wage reimbursement under the Act.

2. Sick leave, upon the approval of the responsible administrator(s) and Superintendent, submitted on the prescribed form, may be used for:
 - a) Personal illness and/or injury.
 - b) Exposure to contagious disease which could be communicable to other employees.
 - c) For purposes of illness or death in the employee's "immediate family", this shall include the following two columns:

COLUMN I	COLUMN II
Spouse	Brother-in-law
Child	Sister-in-law
Parent	Mother-in-law
Step-Parent	Father-in-law
Step-Child	Grandparent
Brother	Son-in-law
Sister	Daughter-in-law
Grandchild	Aunt
	Uncle
	Foster Child
	Niece
	Nephew

COLUMN I: For those family members listed in Column I and, upon the approval of the Superintendent, anyone who clearly stands in the same relationship with the employee as any of those listed in Column I, the employee is entitled to use of accrued sick leave in its entirety.

COLUMN II: For those family members in Column II and, upon the approval of the Superintendent, anyone who clearly stands in the same relationship with the employee as any of those listed in Column II, the employee is limited to the use of five (5) days cumulative sick leave each school year for each family member listed. If more than five (5) days is needed, the employee shall make the circumstances known in advance to the Superintendent who may approve additional use of sick leave days in up to five (5) day increments.

- d) Pregnancy

Due to pregnancy or recovery there from, an employee may use accumulated sick leave for a period of up to thirty (30) work days (not including holidays or vacation periods and excluding summer vacation). In the event that additional sick leave is needed due to medical conditions involving either the mother or child, the employee may request additional accumulated sick leave with a doctor's statement of circumstances. This provision does not apply for purposes of child rearing as outlined under section D of this article.

3. Those employees who have exhausted all of their sick days and are faced with a catastrophic illness or injury may make a request to the Superintendent to receive donated sick time. The number of sick days that may be donated to the employee and the number of days deducted from the other association members who voluntarily donate their sick time will be strictly up to the discretion of the Superintendent. This section will not be subject to the grievance procedure.
4. Unused sick leave shall be accumulated up to 280 days beginning July 1, 2007. The accumulated sick leave of an employee who has been employed previously in public service,

provided that reemployment in public service takes place within ten years of the date of the last termination from public service, and of an employee who transfers from one public agency to another in Ohio, shall be credited to such employee up to a maximum of 165 sick leave days provided above at the time he/she is employed by the District.

It is the responsibility of the employee transferring sick leave to the Mid-East Career and Technology Centers to have a certified record of the unused sick leave filed with the Treasurer.

5. An employee may be requested to furnish a signed affidavit that an absence was due to any of the causes mentioned in Division (2) above. If medical attention is required, the affidavit shall list the name and address of the attending physician and the dates he/she was consulted.
6. No employee shall be entitled to sick leave payment in excess of the amount of pay which would be received had the employee worked the regularly scheduled hours on the days of absence.
7. Falsification of sick leave information is grounds for suspension or termination under Sections 3319.081 and 3319.16 of the Ohio Revised Code.
8. Attendance Incentive

- a) There shall be an attendance incentive for full-time employees in the bargaining unit for the combined limited use and non-use of sick leave, personal leave and unpaid leave as follows:

Total Days Absent	Incentive
0	<u>\$750</u>
1	<u>\$650</u>
2	<u>\$550</u>
3	<u>\$450</u>
4	<u>\$350</u>
5	<u>\$250</u>

- b) Regular part-time and part-time attendance incentives will be calculated on the following pro-rata formula based on a full-time, 12-month employee working 8 hours per day.

$$\frac{\text{Contract Days Worked}}{\text{___ days}} \times \frac{\text{Contracted Hours per day}}{\text{___ hrs. per day}} = \frac{\text{Total Contract Hours}}{\text{___ hours}} = \text{___ \% of pro-rated Attendance Incentive}$$

- c) Employees employed on a full-time regular contract basis after the school year begins shall be eligible for the attendance incentive based upon the following formula: the employees number of contract days under regular contract in full-time status shall be divided by the number of days employed and the fraction derived from that computation shall be applied against the dollar amounts of the incentive.

$$\frac{\text{Contract days}}{\text{___}} \times \text{Amount of Incentive (from chart)} = \text{Pro-rated Incentive}$$

- d) Attendance incentive pay will be paid with the first bi-weekly pay in August and shall not be subject to SERS contribution.

e) Employees may use one (1) personal day per year that will not count against the attendance incentive.

9. Unused Personal Leave

Unused personal leave shall be converted to sick leave using the following formula:

Three (3) unused personal leave days in a contract year = one (1) sick leave day

The Board Treasurer will provide a letter to all members of the bargaining unit during the end of the year checkout notifying them of the conversion procedure. The conversion will be noted on the first bi-weekly pay in July.

ARTICLE 21 – HOLIDAYS

A. All eleven and twelve month (5 day a week) employees shall be granted the following paid holidays at their regular rate of pay:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day
8. Day after Thanksgiving
- 9. Good Friday**

B. All other bargaining unit employees employed on a nine or ten month contract (5 days a week) shall receive the following paid holidays at their regular rate of pay.

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day
- 7. Good Friday**

C. When a holiday falls on Saturday or Sunday it shall be observed on the preceding or following day. The Board shall decide which day will be taken as the holiday.

D. In order to be compensated for holidays, an employee must be regularly scheduled to work and must actually work all his scheduled hours on the work day immediately before and after the holiday, unless excused by a responsible administrator.

ARTICLE 22 – LEAVE PROVISIONS

PERSONAL LEAVE

1. All full-time members of the bargaining unit shall be allowed three (3) days of absence during each school year without loss of salary to transact personal business or to attend to affairs of a personal nature.
2. Personal days are limited to the following reasons:
 - a) Personal legal affairs.
 - b) Personal moving.
 - c) Personal affairs that cannot be performed outside of working hours.
 - d) Extenuating circumstances approved by the Superintendent for other justifiable reasons.

Personal leave may not be used for recreation, vacation, employee-owned businesses, or making additional income.

Leaves shall not be granted for less than one-quarter day units. A personal leave request must be submitted by the staff member. The applicant either shall state that the personal leave is to be used for reasons (a), (b), or (c) above, or shall explain the circumstances claimed to be extenuating [reason (d)].

3. Notification of personal leave should, except in a case of an emergency, be made to the immediate supervisor or director (principal) and forwarded to the Superintendent at least 48 hours prior to such leave.
4. The Superintendent retains the right not to grant personal leave for more than five (5) staff members on any one day; provided, however, that the Superintendent shall normally grant additional requests that arise from personal emergencies or other extraordinary situations which could not be foreseen by the applicant in time to submit a request at least 48 hours prior to such leave.

In the event that more than five (5) employees request personal leave for the same date, the applicants shall have the opportunity to decide among themselves which employee(s) shall withdraw their leave request(s) for that date. If no agreement can be reached among the applicants, the leaves shall be granted in order of submission.

5. Only two (2) days may be used consecutively at any given time for a personal leave of absence.
6. Employees shall be given an attendance incentive for the combined limited use and non-use of sick leave and personal leave as provided under Sick Leave.
7. If three (3) personal days are not used during the one-year period, these three (3) days will be converted into one (1) sick leave day.
8. Association members whom are subpoenaed for court related cases may be granted personal leave upon approval of the Superintendent. This leave will not be deducted from their personal leave as outlined in Article XXII.

MATERNITY/PATERNITY LEAVE

A maternity leave of absence without pay shall be granted to an employee for purposes of childbearing and/or child rearing as follows:

1. An employee who has exhausted sick leave use for pregnancy as outlined in Article XX - Sick Leave, 2, a, (a) shall be entitled to a leave of absence without pay. The beginning and ending dates of the total time of absence from work will be determined by the employee and she must notify the Board of this date as far in advance as possible. The leave of absence will not extend beyond three (3) months in which it is given and in which childbirth takes place. If complications arise and an extension of leave is requested through a doctor's statement, it will be reviewed by the Board.
2. A male employee will be entitled to a leave of absence without pay between the time of birth of his child and a period not to extend beyond three (3) months unless approved by the Superintendent and the Board of Education.
3. An employee adopting a child under the age of 18 will be entitled upon request to leave to commence at any time after receiving the defacto custody of said infant child for a period not to exceed three (3) months unless approved by the Superintendent and the Board of Education.
4. Request for leave under this Article shall include the anticipated beginning and ending date.
5. Early termination of such leave may be granted at the discretion of the Superintendent if requested by the employee.
6. Prior to the effective date of unpaid leave, the applicant must have been employed by the district for one (1) year.

ARTICLE 23 – VACATION

1. Where a holiday occurs while an employee is on vacation, he shall be granted one (1) additional vacation day at the request and approval of the Board.
2. All eleven and twelve month (five days a week) employees shall be entitled to a vacation with pay as follows:
 - A. After completing one (1) year, an employee shall be credited with 2 weeks of vacation and will accrue vacation at a rate of .83 days per month.
 - B. After completing 10 years, an employee shall accrue vacation at a rate of 1.25 days per month.
 - C. After completing 19 years, an employee shall accrue vacation at a rate of 1.67 days per month.
3. If varying circumstances require the competence of a particular employee during vacation, and if the employee agrees to work, he will be compensated additionally for the time worked during vacation at his regular rate of pay.
4. Vacation requests must be submitted to the employee's immediate supervisor at least one (1) pay period prior to the first day of the proposed vacation.

5. Vacation may only be taken if approved by the immediate supervisor and the Superintendent or his designee. Vacation days may be approved on a day to day basis which does not require the above notice. Vacation requests on a day to day basis must be submitted 24 hours prior to the vacation day, if possible.
6. Notwithstanding O.R.C. 9.44, vacation time will be earned solely on the basis of length of employment with the Mid-East Career and Technology Centers Board of Education.
7. An employee's vacation account balance may not have a balance greater than one year's accrued vacation days, plus an additional five days.
8. With the recommendation of the Superintendent and Board approval, an employee may be granted his vacation pay without time off and shall receive his vacation pay in the next pay period.
9. Each employee will choose his vacation time according to seniority within his department. This vacation period must not create a severe hardship in that department. The privilege to make emergency changes in vacation schedules is retained by the administration.

ARTICLE 24 – HEALTH, MEDICAL, DENTAL, AND LIFE INSURANCE

- A. If during the term of this agreement the Mid-East Education Association (MEEA) negotiates Health Insurance with benefits that are greater than the amount of benefits awarded to any bargaining unit member of OAPSE, the bargaining unit members will be made whole by being changed to reflect the greater amount or more desirable benefit package. This change will take place at the same time it is implemented for the MEEA.

This language will remain in effect for the duration of the contract July 1, **2013** through June 30, **2016** for Insurance, Personal Leave, Sick Leave, and Court Leave.

- B. Health, medical, dental, and life insurance shall be provided to all employees who work a minimum of thirty (30) hours per week.

The Board shall provide a Comprehensive Major Medical plan of benefits based upon the specifications below. Each employee shall be provided a copy of the schedule of benefits and the riders between the Board of Education and the insurance company or a third-party administrator.

Health Insurance

- \$100 Individual Deductible
- \$200 Family Deductible
- 80/20 of the first \$2,000 of covered services
- \$500 Out of Pocket for an Individual
- \$1,000 Out of Pocket for a Family
- \$2,000,000 Maximum Coverage Per Individual
- 60 Days or \$25,000 Per Year Coverage for Inpatient
- Mental and Nervous and Substance Abuse
- \$2,000 Per Year for Outpatient Counseling Payable at the
- 50% co-Insurance Level

Additional "riders" for the following optional benefits shall be obtained:

\$500 Supplemental Accident Benefit
\$250 Physical Examination Benefit in Annual or Bi-Annual Increments
100% Diagnostic Testing and Lab Services
100% Payment for Outpatient Surgery
Mail Order Generic Drug Benefit

Dental Insurance

Employees shall be entitled to a dental plan with the following coverage:

- | | |
|--|--|
| a) Class I - Preventive Services | 100% of usual & customary rate |
| b) Class II - Basic Restorative | 80% of usual & customary rate |
| c) Class III - Major Restorative
(Prosthodontics) | 70% of usual & customary rate
(with annual maximum benefits
not to exceed \$1,500 per insured) |
| d) Class IV - Orthodontics | 60% of usual & customary rate
(lifetime benefit not to exceed
\$1,000 per insured) |

C. Monthly Premiums

For combined health and dental insurance, the Board shall contribute 85% of the total premium costs and the employee shall contribute 15% of the total premium cost. The employee shall not pay more than a maximum of **\$350** per month for combined family coverage and **\$147** per month for combined single coverage during year one of the contract, **\$350** per month for combined family coverage and **\$147** per month for combined single coverage during year two of the contract, and \$350 per month for combined family coverage and \$147 per month for combined single coverage during year three of the contract. Should an employee elect to receive only the dental insurance, the maximum employee monthly insurance premium shall be \$10 per month.

- D. Any eligible full-time employee who waives in writing his/her receiving benefits for health insurance coverage under Section (A) will receive a stipend of \$1,600 based on a 12-month period and payable at the end of the 12-month period on the first bi-weekly payroll. This stipend shall not be available to any new employee hired after January 1, 2000.
- E. The Board has the discretion to determine the insurance carrier(s) or other means of providing such benefit as long as the policy provides for equal or greater benefit levels.
- F. The Board will provide group term life insurance coverage of \$45,000 for full-time employees and for regular part-time employees who work less than 30 hours per week but at least 20 hours per week at no cost to the employee including accidental death and dismemberment and waiver of premium for disability. If allowed by the carrier, employees (full-time and regular part-time) may purchase additional insurance through payroll deduction at the employee's expense.

G. Insurance Advisory Committee

The Board may choose self-funding, partial self-funding or conventional insurance in providing these benefits. Any separate fund established for self-funding reserves shall be kept separate and apart from the General Fund. The Association shall appoint two representatives to serve on an Insurance Advisory Committee to make recommendations regarding self-funding reserves

and establishment of premiums with possible changes in current health insurance coverage as outlined above. The committee shall meet as needed.

ARTICLE 25 – SEVERANCE PAY

1. Only employees with five or more years of actual full-time service (of 120 days or more) in the Mid-East Career and Technology Centers shall be eligible for severance pay.
2. Within thirty (30) days of a retired employee's submission to the Treasurer of proof that he/she has begun receiving retirement payments from the State Employees Retirement System, the Treasurer shall issue checks to the employee for severance pay in an amount equal to one-fourth of the employee's accumulated and unused sick leave based on the employee's regular rate of pay at the time of retirement. The payments shall be made in two equal installments. The first payment shall occur within thirty (30) days of the presentation of proof to the Treasurer that the retiree has begun receiving SERS retirement payments, and the second payment shall be made on the first January payroll date the following year. **An employee will not qualify for severance pay if not requested before 180 calendar days after separation of employment from Mid-East.**
3. Notwithstanding subsection 2, if an employee provides written notice to the Treasurer on or before March 1 of the school year of retirement, the employee will receive all of his/her severance pay within sixty (60) days of the effective date of his/her retirement.
4. Severance payments shall be based on the daily rate of pay for the employee's regular contract under which he/she is employed the last full year of employment. Supplemental contracts are excluded from this calculation.
5. Payment for sick leave on this basis shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to an employee.
6. An employee is eligible for retirement severance pay only one time under the terms of this negotiated agreement.

ARTICLE 26 – PAYROLL DEDUCTION OF DUES

- A. The Treasurer of the Board shall make payroll deductions of Association dues based upon individual written employee authorizations. The Association President shall submit to the Treasurer any new authorizations. Written authorizations shall be continuous and remain in effect unless revoked in writing by the employee between the dates of August 1 and August 31 annually. The written revocation must be submitted to the Treasurer of the Board and the State Association Treasurer between those dates. If the dues deduction is not revoked, it shall remain in effect from school year to school year. The Association President must advise the Treasurer of the Board in writing on or before September 1 of the amount of dues to be deducted during that school year.
- B. Dues shall be deducted in 26 equal amounts from the employees' paychecks starting with the first pay of the month (October). Within ten days of the date of the payroll, the Treasurer of the Board shall transmit the amount deducted, with a list of the employees from whom deductions were made, to the Treasurer of the State Association, with a copy to the local chapter Treasurer. The Chapter President, on or before September 1, shall give the Treasurer of the Board written

notice of the name of the Chapter Treasurer for the school year and the name and address of the State Association Treasurer.

An employee hired after September 1 of any year shall be allowed payroll deduction of Association dues upon submission of an individual authorization to the Treasurer within thirty (30) days after date of hire. Dues will then be deducted from the remainder of the 26 deduction cycle.

Semiannually, in January and July of each calendar year, the Treasurer shall bill the Association for all costs of the District attributable to the making of such deductions. Such amounts must be paid in full by the Association by February 15 and August 15, respectively, of the same year.

- C. The Association shall defend, indemnify, and hold harmless the Board, its individual members, the Treasurer, and any and all other officers and employees of the Board against any and all claims arising from or in any way related to the deduction of dues under this Article. The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization representing employees in the unit covered by this Agreement.

ARTICLE 27 – CLASSIFICATIONS

For purposes of the Articles on Vacancies and Promotions and Layoff, job classifications shall be as follows: Bus Driver/Custodian; Custodian/Maintenance; Head Cook; Cafeteria Cashier; Cook; Cook Helper; Server; Custodian; Secretary; Maintenance; Cashier/Custodian; Bus Driver; Head Maintenance; Executive Secretary; Part-time Instructional Assistants (adult education, federal programs, and like programs); and Full-Time Instructional Assistants. This does not include exempted employees as outlined in Article I. The classifications of Bus Driver/Custodian and Cashier/Custodian shall have equal bidding rights into the Custodian Classification.

ARTICLE 28 – JOB DESCRIPTIONS

1. The Association shall be furnished a copy of the job description of each classification covered under the terms of this Agreement.
2. Prior to any changes in any job description covered by this Agreement, the Association shall be notified of such anticipated change and a meeting date shall be established to discuss such change by the employee, Association representative, and administration.
3. All newly hired employees shall be furnished a copy of their job description upon hiring. All other employees shall receive a copy of their job description upon request.
4. If, after discussion, the Board implements the change, the Union may file a grievance pursuant to the article on a grievance arbitration. The grievance, if arbitrated, shall be heard by a recognized time-study arbitrator, whose decision shall be binding. If the arbitrator determines that the employee reasonably may be expected to perform the job duties as set forth in the job description, the Union shall pay the entire cost of the arbitration. If the arbitrator determines that employee cannot reasonably be expected to perform such job duties, the Board shall pay the entire cost of the arbitration.

ARTICLE 29 – NEGOTIATION PROCEDURES

- A. Neither party shall have authority over the selection of the other party's bargaining team. Each party may be represented by up to four (4) members plus the OAPSE representative and Board representative.
- B. As agreement is reached on items, such items shall be initialed by both parties.
- C. When a full tentative agreement is reached, it shall be presented to the Union membership and to the Board of Education for ratification within thirty (30) days of such tentative agreement.
- D. Either party shall have the authority to declare the negotiations at an impasse. When an impasse is declared, the services of the Federal Mediation and Conciliation Service shall be utilized. If an impasse is declared it is with the understanding that all issues not previously agreed to shall be submitted to the mediator.
- E. Both parties shall put all their proposals on the table at the first meeting. No additional items may be introduced for negotiations after the initial submission unless mutually agreed by both parties.
- F. Those matters which are negotiable shall be limited to wages, hours, fringe benefits and working conditions.
- G. The negotiation procedures set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Sections 4117.14 of the Ohio Revised Code. Mediation, as set forth in Paragraph D of this Article, constitutes the parties' mutually agreed upon exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an agreement by the expiration date of the Contract (or such subsequent date as the parties may mutually agree upon), Section 4117.14(d)(2) of the Ohio Revised Code will apply.

ARTICLE 30 – DURATION

This agreement shall be effective from **July 1, 2013** through **June 30, 2016**, and shall remain in full force and effect for this period.

ARTICLE 31 – SCOPE, SEVERABILITY AND DURATION

- 1. The parties to this Agreement each acknowledge that this Agreement contains the entire agreement between the parties and neither party shall be obligated, during the term of this Agreement, to negotiate matters contained in this Agreement or matters not contained in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 2. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and Association 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 both parties.

3. Consistent with O.R.C. Chapter 4117, this Agreement governs the wages, hours and terms and conditions of employment of bargaining unit members to the extent this Agreement specifically addresses a matter relating to such wages, hours, terms or conditions of employment. If any provision of this Agreement is or becomes legally invalid, only that provision shall be negotiated to comply with law and the remainder of the Agreement shall remain in full force and effect.
4. This Agreement shall become effective upon Union ratification and Board approval, whichever is later.

ARTICLE 32 – LABOR/MANAGEMENT COMMITTEE

- A. The Administration and the Union will meet to conduct free and open discussions concerning issues or questions arising out of the terms and conditions of this Agreement and employment. The committee shall be composed of a maximum of three (3) representatives from the Union and the Local President and a maximum of three (3) from the Administration and the Superintendent.**
- B. The parties agree that the purpose of this committee shall not be for negotiations nor for drafting amendments to the present Agreement but for the expressed purpose of resolving problems or addressing issues of mutual concern to the parties.**
- C. Meetings of the committee will be held at times and places mutually agreed to by the parties. Release time shall be approved by the Superintendent or his or her designee.**

ARTICLE 33 – LEGISLATIVE MANDATES

- A. Criminal Records Check
 1. The parties acknowledge that O.R.C. 3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he or she have a criminal records check and who receives a disqualifying report. If the records check on such a person discloses a conviction or guilty plea which disqualifies the person from employment in a position in this bargaining unit, the following procedure shall be followed:
 - a) Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to this Article and O.R.C. 3319.39
 - b) The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and provide that person with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law. The employee will be permitted to have Association representation at this conference if he/she desires.
 - c) The Superintendent then shall determine whether the statute requires release of the employee and shall notify him/her of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.

2. This section is the exclusive procedure for release of a bargaining unit member from employment because of an adverse criminal records check in accordance with O.R.C. 3319.39. The bargaining unit member's release shall not be subject to any other provision of law or of this collective bargaining agreement with respect to the dismissal, nonrenewal, or termination of employees. The release of an employee pursuant to this section is not subject to the grievance procedure.
3. It is the understanding of the parties that a criminal records check is not required of an employee employed before October 29, 1993 for purposes of annual reemployment or employment in a position requiring a supplemental contract. After October 29, 1993, any employee who leaves the employment of the district with a break in service and is rehired will be subject to a criminal records check in accordance with O.R.C. 3319.39.

B. Alcohol and Drug Testing

1. The Omnibus Transportation Employee Testing Act of 1991 requires alcohol and drug testing of safety sensitive transportation employees who are required to have a Commercial Driver License (CDL). Employees affected are those who operate any vehicle with a Gross Vehicle Weight Rating of 26,001 or more pounds or an operator of a vehicle that is designed to transport 16 or more persons. The rules require implementation beginning January 1, 1996 for employers with less than fifty (50) safety-sensitive employees.
2. The employee(s) is required to report any medical use of controlled substances. An employee (driver) who is required to perform safety-sensitive functions may not report for duty or remain on duty when the individual uses any controlled substance. Illicit use of drugs by safety sensitive drivers is prohibited on or off duty. The Omnibus Transportation Employee Testing Act of 1991 requires school districts to conduct pre-employment, pre-duty, reasonable suspicion, random, and post-accident alcohol and controlled substance testing of each applicant for employment or employee who is required to hold a CDL.
3. The parties recognize each party's rights and obligation pursuant to the alcohol and drug testing regulations promulgated under The Omnibus Transportation Employee Testing Act of 1991. A bargaining unit member who tests positive for alcohol or drug use pursuant to these regulations will reimburse the Board for all costs associated with confirmatory, return-to-duty, and follow-up testing, assessment, and evaluation.

C. Drug-Free Workplace

1. The Board shall adopt a policy which is in compliance with the Drug Free Schools and Communities Act. All bargaining unit members shall receive a copy of the Board-adopted policy regarding a drug-free workplace.
2. All bargaining unit members shall refrain from unlawful use, manufacture, distribution, or possession of drugs or alcohol while on duty, on Board premises or at any workplace. The employer shall provide a drug-free awareness and education program for all bargaining unit members during the normal inservice day, once every two (2) years.
3. For the purposes of these provisions, the following definitions shall apply:
 - a) "Drug abuse offenses" shall be defined as the unlawful possession, use, or distribution of illicit drugs and alcohol.

- b) "Workplace" is defined as any area under the control of the Board or at any Board-sponsored activity regardless of location.
 - c) "On duty" is defined as required attendance at the workplace in accordance with the provisions of the negotiated agreement regarding hours of work and the workday.
4. Any bargaining unit member accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause, in accordance with the provisions of this agreement and applicable state law.
 5. Any bargaining unit member convicted of an offense occurring in the workplace under the criminal drug statute must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.

D. Environmental Tobacco Smoke

Goals 2000: Educate America Act, requires school boards to have a smoking policy which prohibits smoking within any indoor facility owned, leased, or contracted for and utilized for provision of routine or regular kindergarten, elementary, or secondary education or library services to children. This smoking ban is effective January 1, 1995.

The use of tobacco products is prohibited by professional staff members at all times in school buildings, school buses and in school cars used to transport pre-school through high school students.

Those staff members who violate the policy and this provision are subject, to federal regulations of up to a \$1,000 per violation per day fine, and may be subject to additional discipline.

E. Occupational Health and Safety

1. An employee who becomes aware of a possible health or safety hazard or violation must, before exercising his or her right under O.R.C. 4167.06, must contact his/her immediate supervisor, director or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of O.R.C. 4167.06, the employee must exhaust the process set forth in paragraph 3 (a-b) below.
2. An employee who wishes to assert a claim of discrimination as defined in O.R.C. 4167.13 shall use the grievance procedure of this labor agreement to assert such a claim. The grievance procedure of this agreement shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge. If the alleged discrimination is in connection with a nonrenewal, any claim of discrimination under O.R.C. Chapter 4167 shall be raised only in a grievance challenge to the nonrenewal.
3. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations internally and at the lowest possible level. Accordingly, an employee shall not file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to O.R.C. 4167.10 until the following process has been completely exhausted:

- a) An employee shall first bring an alleged health or safety violation to the attention of the affected employee's immediate supervisor or Director, within two workdays of the occurrence of the alleged violation.
- b) If the immediate supervisor or Director does not resolve the alleged violation to the employee's satisfaction, the employee(s) must file a formal complaint with the respective Career Center's Health & Safety Committee within two (2) workdays of the supervisor or Director's response. If the supervisor or Director does not respond by his/her deadline, then the employee may file his/her appeal within two (2) workdays of that deadline. The Health & Safety Committee shall meet with the employee within two (2) workdays in an attempt to resolve the alleged violation. Within three (3) workdays after the meeting the Health & Safety Committee shall meet with the Superintendent or his/her designee to provide a recommendation to resolve the alleged violation. Within five (5) workdays the Superintendent or designee shall provide his/her written response to the alleged violation.

F. Family and Medical Leave

1. In accordance with the Federal Family and Medical Leave Act of 1993, an employee who has been employed for at least 12 months and for at least 1,250 hours during the previous 12-month period is entitled to an unpaid leave of absence of up to twelve (12) continuous weeks during any contract year (July 1 - June 30) for one of the following reasons:
 - a) because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
 - b) because of the placement of a son or daughter with the employee for adoption or foster care;
 - c) in order to care for a spouse, or a son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition; or
 - d) because of serious health condition that makes the employee unable to perform the functions of the position of such employee;
 - e) because of any qualifying exigency (as defined in applicable Federal regulations) arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member (i.e a member of the National Guard or Reserves, but not a member of the Regular Armed Forces) on active duty (or has been notified of an impending call or order to activate duty) in support of a contingency operation ("Qualifying Exigency Leave").
2. If the employee already has been absent during the contract year for one of the reasons listed in (a) through (d) above, the leave will be considered a part of the 12-week period such that any other leave the employee is entitled to take under this policy will be for 12 weeks less the amount of such absent time already taken in that contract year.
3. If leave under (c) or (d) is planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operation of the District. Under (c) and (d) above, the employee may request that the leave be taken intermittently. The employee may not request intermittent leave under (a) or (b).

4. No leave may be taken unless the employee submits an application form for leave to his/her supervisor at least 30 days in advance of the leave or as soon as practicable and approval is granted in writing by the Superintendent or designee. The employee must also provide the additional certification listed depending on the nature of the leave. If the Superintendent or designee has reason to doubt the validity of any certification, he/she may require the employee to obtain a second opinion from a school physician. If the second opinion is in conflict with the first, the Superintendent or designee may require the employee, at the Board's expense, to see a mutually agreed upon health care provider to give a final and binding opinion.
5. The employee's status, salary and benefits will not be reduced upon his or her return because of the leave. The employee will continue to receive health benefits during the term of the leave. "Health benefits" include hospital, surgical, major medical and dental benefits but do not include life insurance, disability income insurance or other benefits. The employee must pay his/her contribution to health benefits to the Treasurer by the last pay of each month if the employee wants continued coverage for the following month.
6. The Board may recover its contribution to the health benefits if the employee does not return to work after the leave for a reason other than continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control. (This refund can take place either by withholding from the employee's last check or by the employee paying the Board directly).
7. During the employee's leave, the Superintendent or designee may require the employee to report in writing periodically on the employee's status and intent to return to work.
8. If an employee goes on leave due to his/her own serious health condition that made the employee unable to perform his/her job, the employee must obtain and present a certification from the health care provider that the employee is able to resume work before returning to work.

ARTICLE 34 – TUITION REIMBURSEMENT

The Board agrees to grant allowances to individual non-certificated personnel for tuition reimbursement according to the following guidelines:

1. All credits require prior approval by the Supervisor, Director, and Superintendent on a standard requisition form supplied by the Board four (4) weeks in advance of registering for a course in order that an applicant be eligible for reimbursement. The Superintendent shall approve all applications that meet the criteria established in this Article. The Superintendent will respond to the applicant within fifteen (15) working days after receiving the request.
2. Credits must be earned in a course from an accredited college or university in the employee's area of classification and assignment. Those credits earned must be for professional improvement directly related to the employee's area of classification and assignment.
3. Course work must be scheduled at times that do not interfere with normal duties during the regular workday of the employee.
4. No employee will receive tuition reimbursement credit for more than ten (10) semester hours per calendar year.

5. In order for an employee to be eligible for reimbursement, an official receipt and an official grade report from the college or university showing payment of tuition and a "C" grade or better must be filed with their immediate supervisor who will in turn submit approval to the Treasurer's office.
6. Application for reimbursement of tuition costs and payment of such reimbursements shall be made during the next scheduled accounts payable run.
 - a) Maximum per hour will be 70% of actual tuition to a maximum of **\$300** per semester hour.
 - b) The total to be paid by the Board will be \$4,500 per fiscal year.
7. No employee will be reimbursed by the Board if he/she receives grants, payments, or scholarships from some other source for tuition.
8. Personnel receiving tuition reimbursement are obligated to remain employed by the District for the full contract year following the year reimbursement is received. Reimbursement will be forfeited and returned to the District if this obligation is not met.
9. Employees requesting tuition reimbursement must have an Individual Professional Development Plan on file.

FOR THE MID-EAST CAREER AND
TECHNOLOGY CENTERS
BOARD OF EDUCATION

Richard E. France

President

Richard L. White

Treasurer

Willard R. Boney

Superintendent

10/14/13

Date

FOR OAPSE LOCAL 769

Sherry Bennett

Colleen Caldwell

Peggy Postlethwait

10/14/13

Date

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MID-EAST CAREER AND TECHNOLOGY CENTERS
Classified Employees - Hourly Rates Effective July 1, 2013

Classification	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 13	Step 15	Step 18	Step 21
Cafeteria															
Cashier	\$12.68														
Cashier/ Custodian	\$13.22	\$13.28	\$13.37	\$13.45	\$13.53	\$13.59	\$13.67	\$13.73	\$13.80	\$13.87	\$13.96	\$14.09	\$14.22	\$14.35	\$14.48
Cook	\$12.72	\$12.84	\$13.00	\$13.15	\$13.28	\$13.45	\$13.59	\$13.73	\$13.96	\$14.09	\$14.22	\$14.35	\$14.48	\$14.61	\$14.74
Head Cook	\$13.72	\$13.86	\$14.03	\$14.16	\$14.31	\$14.47	\$14.61	\$14.74	\$14.98	\$15.11	\$15.24	\$15.37	\$15.50	\$15.63	\$15.76
Cook's Helper	\$11.83	\$11.97	\$12.11	\$12.25	\$12.38	\$12.61				\$12.74	\$12.87	\$13.00	\$13.13	\$13.26	\$13.38
Server	\$11.26	\$11.40	\$11.54	\$11.68	\$11.83	\$12.03				\$12.19	\$12.32	\$12.44	\$12.57	\$12.70	\$12.83
Custodial															
Bus Dr./ Custodian	\$14.12	\$14.27	\$14.43	\$14.57	\$14.74	\$14.88	\$15.03	\$15.17	\$15.35	\$15.48	\$15.73	\$15.86	\$15.99	\$16.13	\$16.26
Custodian	\$14.12	\$14.27	\$14.43	\$14.57	\$14.74	\$14.88	\$15.03	\$15.17	\$15.35	\$15.48	\$15.73	\$15.86	\$15.99	\$16.13	\$16.26
Maintenance															
Head Maintenance	\$16.89	\$17.02	\$17.19	\$17.31							\$17.44	\$17.57	\$17.70	\$17.83	\$17.96
Maintenance	\$14.41	\$14.54	\$14.70	\$14.86	\$15.13	\$15.45	\$15.77	\$16.05	\$16.36	\$16.68	\$17.04	\$17.20	\$17.33	\$17.46	\$17.59
Secretarial															
Exec. Secretary	\$13.95	\$14.09	\$14.22	\$14.40	\$14.53	\$14.67	\$14.84	\$14.98	\$15.11	\$15.29	\$15.48	\$15.67	\$15.86	\$16.09	\$16.35
Secretary	\$13.59	\$13.72	\$13.90	\$14.03	\$14.17	\$14.34	\$14.48	\$14.61	\$14.79	\$14.92	\$15.12	\$15.29	\$15.42	\$15.55	\$15.68
Other															
Bus Driver	\$13.76	\$13.91	\$14.07	\$14.20	\$14.36	\$14.51	\$14.65	\$14.79	\$14.96	\$15.09	\$15.33	\$15.46	\$15.59	\$15.72	\$15.85
Clerk	\$12.33	\$12.47	\$12.62	\$12.75	\$12.96						\$13.11	\$13.24	\$13.37	\$13.50	\$13.63
Instructional Asst	\$12.77	\$13.00	\$13.35	\$13.72	\$14.11	\$14.48	\$14.85	\$15.20	\$15.64	\$15.81	\$15.94	\$16.06	\$16.19	\$16.32	\$16.45

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MID-EAST CAREER AND TECHNOLOGY CENTERS
Classified Employees - Hourly Rates Effective July 1, 2014

Classification		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 13	Step 15	Step 18	Step 21
Cafeteria																
Cashier	12.68	\$12.87														
Cashier/ Custodian	13.22	\$13.42	\$13.48	\$13.57	\$13.65	\$13.73	\$13.79	\$13.88	\$13.94	\$14.01	\$14.08	\$14.17	\$14.30	\$14.43	\$14.57	\$14.70
Cook	12.72	\$12.91	\$13.03	\$13.20	\$13.35	\$13.48	\$13.65	\$13.79	\$13.94	\$14.17	\$14.30	\$14.43	\$14.57	\$14.70	\$14.83	\$14.96
Head Cook	13.72	\$13.93	\$14.07	\$14.24	\$14.37	\$14.52	\$14.69	\$14.83	\$14.96	\$15.20	\$15.34	\$15.47	\$15.60	\$15.73	\$15.86	\$16.00
Cook's Helper	11.83	\$12.01	\$12.15	\$12.29	\$12.43	\$12.57	\$12.80				\$12.93	\$13.06	\$13.20	\$13.33	\$13.46	\$13.58
Server	11.26	\$11.43	\$11.57	\$11.71	\$11.86	\$12.01	\$12.21				\$12.37	\$12.50	\$12.63	\$12.76	\$12.89	\$13.02
Custodial																
Bus Dr./ Custodian	14.12	\$14.33	\$14.48	\$14.65	\$14.79	\$14.96	\$15.10	\$15.26	\$15.40	\$15.58	\$15.71	\$15.97	\$16.10	\$16.23	\$16.37	\$16.50
Custodian	14.12	\$14.33	\$14.48	\$14.65	\$14.79	\$14.96	\$15.10	\$15.26	\$15.40	\$15.58	\$15.71	\$15.97	\$16.10	\$16.23	\$16.37	\$16.50
Maintenance																
Head Maintenance	16.89	\$17.14	\$17.28	\$17.45	\$17.57							\$17.70	\$17.83	\$17.97	\$18.10	\$18.23
Maintenance	14.41	\$14.63	\$14.76	\$14.92	\$15.08	\$15.36	\$15.68	\$16.01	\$16.29	\$16.61	\$16.93	\$17.30	\$17.46	\$17.59	\$17.72	\$17.85
Secretarial																
Exec. Secretary	13.95	\$14.16	\$14.30	\$14.43	\$14.62	\$14.75	\$14.89	\$15.06	\$15.20	\$15.34	\$15.52	\$15.71	\$15.91	\$16.10	\$16.33	\$16.60
Secretary	13.59	\$13.79	\$13.93	\$14.11	\$14.24	\$14.38	\$14.56	\$14.70	\$14.83	\$15.01	\$15.14	\$15.35	\$15.52	\$15.65	\$15.78	\$15.92
Other																
Bus Driver	13.76	\$13.97	\$14.12	\$14.28	\$14.41	\$14.58	\$14.73	\$14.87	\$15.01	\$15.18	\$15.32	\$15.56	\$15.69	\$15.82	\$15.96	\$16.09
Clerk	12.33	\$12.51	\$12.66	\$12.81	\$12.94	\$13.15						\$13.31	\$13.44	\$13.57	\$13.70	\$13.83
Instructional Asst	12.77	\$12.96	\$13.20	\$13.55	\$13.93	\$14.32	\$14.70	\$15.07	\$15.43	\$15.87	\$16.05	\$16.18	\$16.30	\$16.43	\$16.56	\$16.70

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MID-EAST CAREER AND TECHNOLOGY CENTERS
Classified Employees - Hourly Rates Effective July 1, 2015

Classification		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 13	Step 15	Step 18	Step 21
Cafeteria																
Cashier	12.87	\$13.06														
Cashier/ Custodian	13.42	\$13.62	\$13.68	\$13.77	\$13.85	\$13.94	\$14.00	\$14.09	\$14.15	\$14.22	\$14.29	\$14.38	\$14.51	\$14.65	\$14.79	\$14.92
Cook	12.91	\$13.10	\$13.23	\$13.40	\$13.55	\$13.68	\$13.85	\$14.00	\$14.15	\$14.38	\$14.51	\$14.65	\$14.79	\$14.92	\$15.05	\$15.18
Head Cook	13.93	\$14.14	\$14.28	\$14.45	\$14.59	\$14.74	\$14.91	\$15.05	\$15.18	\$15.43	\$15.57	\$15.70	\$15.83	\$15.97	\$16.10	\$16.24
Cook's Helper	12.01	\$12.19	\$12.33	\$12.47	\$12.62	\$12.76	\$12.99				\$13.12	\$13.26	\$13.40	\$13.53	\$13.66	\$13.78
Server	11.43	\$11.60	\$11.74	\$11.89	\$12.04	\$12.19	\$12.39				\$12.56	\$12.69	\$12.82	\$12.95	\$13.08	\$13.22
Custodial																
Bus Dr./ Custodian	14.33	\$14.54	\$14.70	\$14.87	\$15.01	\$15.18	\$15.33	\$15.49	\$15.63	\$15.81	\$15.95	\$16.21	\$16.34	\$16.47	\$16.62	\$16.75
Custodian	14.33	\$14.54	\$14.70	\$14.87	\$15.01	\$15.18	\$15.33	\$15.49	\$15.63	\$15.81	\$15.95	\$16.21	\$16.34	\$16.47	\$16.62	\$16.75
Maintenance																
Head Maintenance	17.14	\$17.40	\$17.54	\$17.71	\$17.83							\$17.97	\$18.10	\$18.24	\$18.37	\$18.50
Maintenance	14.63	\$14.85	\$14.98	\$15.14	\$15.31	\$15.59	\$15.92	\$16.25	\$16.53	\$16.86	\$17.18	\$17.56	\$17.72	\$17.85	\$17.99	\$18.12
Secretarial																
Exec. Secretary	14.16	\$14.37	\$14.51	\$14.65	\$14.84	\$14.97	\$15.11	\$15.29	\$15.43	\$15.57	\$15.75	\$15.95	\$16.15	\$16.34	\$16.57	\$16.85
Secretary	13.79	\$14.00	\$14.14	\$14.32	\$14.45	\$14.60	\$14.78	\$14.92	\$15.05	\$15.24	\$15.37	\$15.58	\$15.75	\$15.88	\$16.02	\$16.16
Other																
Bus Driver	13.97	\$14.18	\$14.33	\$14.49	\$14.63	\$14.80	\$14.95	\$15.09	\$15.24	\$15.41	\$15.55	\$15.79	\$15.93	\$16.06	\$16.20	\$16.33
Clerk	12.51	\$12.70	\$12.85	\$13.00	\$13.13	\$13.35						\$13.51	\$13.64	\$13.77	\$13.91	\$14.04
Instructional Asst	12.96	\$13.15	\$13.40	\$13.75	\$14.14	\$14.53	\$14.92	\$15.30	\$15.66	\$16.11	\$16.29	\$16.42	\$16.54	\$16.68	\$16.81	\$16.95

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