



13-MED-04-0476  
1266-02  
K29914  
09/25/2013

# **AGREEMENT**

**Between The**

**MENTOR BOARD OF EDUCATION**

**And The**

**MENTOR CLASSIFIED EMPLOYEES**

**2013-2015**

**MENTOR BOARD OF EDUCATION:**

Matthew Miller, Superintendent  
Daniel L. Wilson, Chief Financial Officer  
Kathy Burnett, Principal/Memorial Middle  
John Fell, Director/Human Resources  
Karen Gerardi, Supervisor/Transportation  
Jeni Lange, Supervisor/Nutrition Services  
Jen Skulski, Director/Business Operations  
Timothy Sheeran, Board Attorney

**MENTOR CLASSIFIED EMPLOYEES:**

Sarah Carver, President  
Michelle Cormack  
Patrick Keegan  
James McClure  
Lisa Misko  
Theresa Stillman  
Joann Tsevdos  
Deborah Walland  
Susan Walland  
Chlo Leidy, OEA Labor Relations Consultant

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## ARTICLE I – RECOGNITION

- A. **RECOGNITION** – The Board of Education of the Mentor Exempted Village School District (hereafter "Board") recognizes the Mentor Classified Employees (hereafter "Association"), an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive representative of the bargaining unit as defined in Section B of this article for purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement.

This agreement to recognize the Association shall survive the expiration of this Agreement and shall continue until such time as the State Employment Relations Board determines that the Association no longer represents the employees in the bargaining unit.

This provision obligating recognition shall not be deemed to prevent the Board from submitting to the State Employment Relations Board the question of recognition.

- B. **BARGAINING UNIT** – The bargaining unit shall consist of the following current classifications and any new classifications not excluded below:
1. Account Clerks I, II, and III;
  2. Library Assistants;
  3. Classroom Assistants/Highly Qualified Classroom Assistants;
  4. HQ CARES Classroom Assistants;
  5. Bus Assistants;
  6. Office Aides;
  7. School Bus Operators;
  8. Custodians I, II, and III;
  9. Nutrition Services Employees;
  10. Maintenance I and II;
  11. Vehicle Technicians I and II;
  12. Material Handlers;
  13. Transportation Dispatcher;
  14. Switchboard/Receptionist;
  15. Secretaries I, II, III, IV and V;
  16. Programmer/Operators;
  17. Record Clerks;
  18. Computer Technicians; PC/Network Technicians;
  19. Groundskeepers;
  20. EMIS Analysts;
  21. Cable Channel Programming Specialist;
  22. EMIS Coordinator;
  23. Database & Information Manager;
  24. Braillist (*Classification IV*); (So long as incumbent, as of September 1, 2010, holds the position and so long as visually impaired students requiring Braille materials are enrolled; if no students or if incumbent leaves position reverts to Classroom Assistant.)
  25. Health Technicians.

**Exclusions**

1. Management level employees;
2. Supervisory employees;
3. Confidential employees, including the Administrative Assistant to the Superintendent, Administrative Assistant to the Assistant Superintendent, Administrative Assistant to the Assistant Superintendent/Student Services, Administrative Assistant to the Director of Human Resources, Administrative Assistant to the Chief Financial Officer, Accounts Payable Supervisor, Accounts Receivable Supervisor, Payroll Supervisor, and the Network Supervisor.
4. Casual employees.

Casual employees shall include casual, seasonal, and substitute employees. Casual employees and seasonal employees shall be defined in accordance with SERB. Substitute employees shall be defined as those who have worked less than sixty-one (61) continuous workdays in the same regular position.

The term "bargaining unit" or "unit" wherever used herein, refers collectively to the employees employed in the job classifications listed in Section B of this article.

**New Classifications** – If job classifications other than those listed in Section B. of this article are established after the date of this Agreement and, by reason of the nature of the position are not excluded from the bargaining unit as set forth in Section B. then, upon request, the Board shall meet with the Association to discuss whether such classification(s) should be added to the existing bargaining unit. If the parties are unable to agree, the matter shall be referred to the State Employment Relations Board.

- C. **ANTI-DISCRIMINATION** – The Board and the Association reaffirm their mutually held responsibility, under federal and state laws and executive orders relating to fair employment practices, that no individual shall be unlawfully discriminated against on the basis of race, creed, color, sex, age, national origin, disability, or membership in the Association.

## ARTICLE II – NEGOTIATION PROCEDURE

### A. NEGOTIATIONS

1. **Bargaining Team** – The bargaining procedure shall be conducted between representatives of the Board and the Association. These representatives shall be known as the bargaining teams. Each team may consist of no more than nine (9) members in addition to its designated spokesperson, unless by mutual agreement. Each party represented in the bargaining procedure shall determine who will be its bargaining team representatives, but shall not select members of the other party involved in the bargaining procedure. Bargaining team members shall be authorized to bargain in good faith.
2. **Bargaining in Executive Session** – All bargaining sessions shall be in executive sessions, meaning: only members of the bargaining teams, consultants as provided for in this procedure, and others as mutually agreed to between the bargaining teams shall be in the room in which the bargaining session is being held. No report regarding the sessions may be made to the press or to the other party's constituents except by mutual agreement. To the extent practical, negotiation sessions shall be scheduled to avoid conflict with employee work schedules. When a session is scheduled by mutual agreement during work time, team members shall not be docked.
3. **Consultants** – Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants.

- B. **NOTIFICATION** – Negotiations for a successor agreement may be initiated by notice from one party to the other of intent to negotiate a successor agreement. Such notice shall be given no sooner than one hundred fifty (150) calendar days and no later than one hundred twenty (120) calendar days prior to the expiration date of this Agreement.

Upon receipt of the letter to initiate negotiations, the receiving party shall respond within five (5) calendar days, shall acknowledge receipt of the letter to initiate the bargaining procedure and shall name the representative to contact concerning arrangements for establishing the initial bargaining session.

### C. BARGAINING

1. **Bargaining – Alternate Model** – The Board and the Association may enter into an alternate negotiation model by mutual agreement. Should an alternative model be used:
  - a. The parties agree to the appropriate training;
  - b. The parties agree to establish general rules;
  - c. The parties agree to develop a transitional plan to facilitate the return, if necessary, to traditional bargaining; and
  - d. The parties agree to waive the provisions contained in C., 2., and C., 3., and D., below, while bargaining under an alternative negotiation model.

2. **Initial Bargaining Session – Traditional**

- a. The initial bargaining session shall be arranged within fourteen (14) calendar days of the date of receipt of the letter to initiate negotiations. The initial bargaining session shall be held no later than one hundred twenty (120) days prior to the expiration of this Agreement or two (2) weeks after receipt of notice—whichever comes later—unless the parties otherwise mutually agree.
  - b. Items for negotiation, together with proposals thereon, shall be presented at the initial bargaining session. No items shall be added unless mutually agreed to by both parties.
  - c. The initial session and all future sessions shall not adjourn until a time, place, and date have been established for the next bargaining session and until all matters submitted for bargaining have been agreed to or otherwise resolved.
3. a. **Caucus** – Either bargaining team may call for a caucus during a bargaining session. If a caucus extends beyond thirty (30) minutes, the calling party shall inform the other party of the expected duration.
- b. **Exchange of Information** – The Board and the Association agree to provide the other, upon request, with pertinent information to areas that may be discussed during the bargaining period. This does not require the Administration or Association to specifically organize and prepare information in a different form than it currently exists unless it has been or is being prepared for them.
- c. **Tentative Agreement** – As items are discussed and agreement reached, said items shall be reduced to writing and initialed by members of each team. This shall denote tentative agreement only.
- d. All issues submitted to the bargaining procedure shall be agreed to or otherwise resolved prior to the submission of issues for ratification by the Association and the Board.

D. **DISPUTE RESOLUTION**

1. **Mediation** – At any time during the bargaining process either side may request, with or without a declaration of impasse, the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching agreement. The mediator shall have no power to impose a settlement on either party or to in any way bind either party to agreement on any issue.

Mediation shall be intended to be the final step in the process. Should mediation be unsuccessful in resolving the dispute, however, other steps for the resolution of the dispute may be entered into provided all such steps are mutually agreed upon by the parties.

2. In the event no agreement has been reached, approved, and ratified prior to the expiration date of the current Agreement, the Association shall be free to engage in a work stoppage. The Association, in the event it determines to engage in a work stoppage, shall be obligated to provide the Board written notice of its intention at least ten (10) full workdays prior to the work stoppage. Included in the notice the Association shall state the date upon which its members shall refuse to report to work.

Thereafter, should the Association rescind its strike notice, timely notice of this shall be delivered to the Board. The Board, in the event of a work stoppage, shall have such rights and remedies as are afforded it by virtue of the laws of the State of Ohio.

E. **RATIFICATION**

1. **Preparing Issues for Presentation to the Association and the Board for Approval** – When agreement has been resolved, each issue shall be reduced to writing, be signed by the members of the bargaining teams, and presented to the Association within ten (10) workdays of the final session for its approval.
2. Each issue shall include the following provisions in writing:
  - a. Provisions of the agreement.
  - b. Date that said provisions are to be implemented.
3. Once the issues have been approved by the Association they shall be submitted to the Board for approval at its next regular or special Board meeting within fourteen (14) days of final session—whichever comes sooner.
4. When approved by both parties, the Agreement shall be signed by the President of the Association and the President of the Board and a properly executed copy shall be sent to SERB within thirty (30) days.

- F. **ASSOCIATION ACTION** – The parties shall continue mediation until agreement is reached on all issues; provided, however, that upon the expiration of the collective bargaining agreement the Association retains the right to strike in accordance with Chapter 4117 of the Ohio Revised Code.

## ARTICLE III – GRIEVANCE PROCEDURE

### A. DEFINITIONS

1. For the purposes of this Agreement, the term "grievance" shall be defined as a dispute between the Board and employees concerning the interpretation and/or application of, or compliance with, an express, specific provision of this Agreement. This grievance procedure shall be the exclusive full grievance procedure for use by employees within the bargaining unit, without regard to whether they are members of the Association. It is the intent of the Board and the Association that grievances be resolved at the lowest administrative level and in the shortest practicable time. All such proceedings shall be confidential. Grievances shall be processed on the form attached hereto and marked "Exhibit A."
  2. The term "days" when used in this document shall mean workdays unless otherwise indicated. Thus, weekends, vacation days, holidays, program closing days, and shut down days are excluded.
  3. The term "immediate supervisor" shall be defined as the lowest level proper administrative authority who has the authority to make a decision resolving the grievance (i.e., "immediate supervisor" could refer to the Superintendent in certain situations such as classification changes). If the administrative authority to whom the grievance is presented believes that the grievance has been filed at too high a level and that he/she is not the "immediate supervisor," he/she may remand the grievance to the appropriate lower level.
  4. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. The proceedings shall be kept as informal and confidential as may be appropriate at all levels of the procedure.
  5. The steps may not be bypassed except by mutual written agreement. However, the administrative authority to whom a grievance is incorrectly presented may accept the grievance as having been filed at the appropriate level even if it was not and that administrative authority becomes the "immediate supervisor" for purposes of this Article.
- B. **STEP I** – An employee and/or Association Representative seeking to initiate steps under the procedure shall, within twenty (20) workdays of the time of the grievance, discuss the grievance informally with his/her immediate supervisor, who shall attempt to resolve it or advise the grievant of his/her position within five (5) workdays. The bargaining unit member shall inform the supervisor that this is the informal discussion of a possible grievance.
- C. **STEP II** – If the grievance is not resolved at Step 1, the grievant shall inform his/her immediate supervisor, in writing on the specified form, of the nature of and basis for the grievance and the adjustments which he/she seeks within twenty (20) workdays of the time of the grievance. The immediate supervisor shall schedule a conference within five (5) days of the receipt of the request for review. At the grievance conference, the grievant shall

have full opportunity to present relevant facts, information, and any other data relating to the grievance.

Within five (5) days after the conclusion of the grievance hearing, the immediate supervisor shall inform, in writing, the grievant of the decision. A copy of the decision will be supplied to all parties and representatives in attendance at the grievance conference.

- D. **STEP III** – If the grievance is not resolved at Step II, or if the time limit for the immediate supervisor's response is not met, the Association may process the grievance to the Superintendent, or the designated representative, within five (5) days after the receipt of the Step II answer. The Superintendent, or the designated representative, shall arrange for a meeting with the Association representative and the aggrieved employee. The meeting is to take place within seven (7) days of receipt of the appeal or a mutually agreeable date and time established by the parties. Each party shall have the right to present at such meeting such witnesses as the party deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or his/her designee shall have five (5) days in which to provide a written decision to the Association. Should the parties elect to proceed to E., Step IV, 1., Facilitation, below, the time lines shall be modified to allow for this option.

E. **STEP IV**

1. **Facilitation (Optional)**

- a. If, after receiving the answer at Step III, the employee remains aggrieved, the Association may choose to pursue the facilitation option. If the Association so chooses, the Association shall submit a written request for facilitation to the Superintendent within ten (10) days of receiving the Step III decision.
- b. Within five (5) days of receiving the request for facilitation, the Superintendent or his/her designee shall consult with the Association regarding the Board's amenability to facilitation.
- c. If the parties agree to the facilitation option, the Board and the Association shall contact a third party facilitator, which may include Federal Mediation and Conciliation Services, to schedule a facilitation meeting.
- d. At the first date available to the facilitator and to the parties, but not later than fifteen (15) days after the parties agreed to seek facilitation, the parties shall meet with the facilitator and submit to him/her the issues set forth in the grievance.
- e. Time lines may be extended by mutual consent.
- f. If the facilitation process is not successful and the employee remains aggrieved, within ten (10) days of the date of the facilitation meeting the Association may proceed to Arbitration, by submitting to the Superintendent a written notice of its intent to submit the grievance to arbitration. The time lines and procedures set forth in F., Arbitration, shall be followed.

- F. **ARBITRATION** – If the grievance has not been resolved through the preceding procedure within the time prescribed in Step III, the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so within ten (10) days from the receipt of the Superintendent's response. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree

within five (5) days from the Superintendent's receipt of the Association's appeal to arbitration, the Association shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration rules of that Association. The decision of the arbitrator shall be binding to both parties.

1. **Authority of Arbitrator** – The jurisdiction of the arbitrator is specifically limited to resolution of grievances, as defined herein, arising out of a specific express provision of this Agreement.

The arbitrator is specifically prohibited from making any decision inconsistent with the terms of this Agreement. Further, the arbitrator is prohibited from having the power to add to or subtract from, or alter the terms of this Agreement. The arbitrator shall make no findings, recommendations, suggestions, or offer any opinion inconsistent with the limitations set forth in this Agreement.

2. **Costs of Arbitration** – Each party shall bear the full cost for its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be borne by the loser of the grievance or as directed by the arbitrator.
3. **Transcripts** – Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcripts shall be divided equally between the parties.

#### G. **GENERAL PROCEDURES**

1. A grievance shall be filed only by the grievant which may be an individual employee, a class of employees, or the Association. Grievances arising out of the same or similar circumstances affecting more than one member may be filed as a class action grievance. Class action or Association grievances may not be used to revive untimely individual claims. All class action grievances shall be signed by the President of the Association to verify that a member(s) of the bargaining unit is affected. The President of the Association shall sign all Association grievances.
2. Any time limits specified herein may be shortened or extended by written agreement of the parties.
3. When the stipulated time limits are not met by the administration, the grievant shall have the right to appeal the grievance to the next level of this procedure. If the grievant fails to timely file the grievance or forward the grievance to the next level within the stipulated time designated at each level, the grievant shall automatically waive the rights to pursue the grievance.
4. If a grievance arises from the actions of an authority other than the immediate supervisor or is concerned with system wide practice consistent with this Agreement, it may be submitted at Step III of this procedure.
5. Upon appeal, all documents and records accumulated at each level will be forwarded for consideration at the next higher level.

6. The administration and the grievant shall furnish such relevant and specified available information as is requested and necessary by either party and not proscribed by law or Board policy for the processing of a grievance.
  7. Hearings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
- H. **RECORDKEEPING** – All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.
- I. **RIGHTS TO REPRESENTATION** – Both parties have the right to legal counsel at all levels of the procedure beginning at Step III at the party's own expense. The grievant shall have the right to an Association representative at all levels beginning at Step I. To the extent practical, hearings will be scheduled to avoid conflict with work schedules. Arbitration hearings shall be held at a mutually agreed time and place. If attendance is required, employees will not be docked.
- J. **NO REPRISAL** – No reprisals of any kind shall be taken against any party or any member of the bargaining unit for having utilized his/her rights under this grievance procedure. Similarly, no member of the bargaining unit shall be subjected to any harassment or discipline on account of testimony offered during the course of any stage of the grievance procedure.

## ARTICLE IV – ASSOCIATION RIGHTS

- A. The Board respects the right of employees to become active members in their Association(s) and respective professional organizations.
- B. The Board recognizes the Mentor Classified Employees as the professional representative for the classified employees of the Mentor School District. Exclusive recognition shall entitle the negotiating unit to those rights guaranteed by Ohio law and certain other rights. These rights shall include:
1. The school district will make available to the Association facilities and equipment for conducting meetings and Association activities. No fees shall be charged for such use unless custodial overtime is incurred as part of facility use. An agreed-upon custodian shall perform regular custodial duties at Association meeting(s) at no cost to the Board or the Association. Professional Association meetings should not interfere with the performance of the professional duties assigned staff members of the Mentor School District. The Association shall coordinate usage with the building administrator.
  2. Appropriate Association officials to a maximum of two (2) per classification shall be released for mutually agreed periods of time for Association work with appropriate and related salary and/or work schedule adjustments. The Association shall inform the Administration of any desired released time assignments prior to August 15 for each succeeding school year. The Association shall provide the Administration with job descriptions for any Association personnel involved in released time assignments.
  3. Duly authorized representatives of the Association shall be free to visit all buildings for Association business in accordance with established school procedures and insofar as such visits do not interfere with the employee's professional duties.
  4. The Association shall be entitled to:
    - a. The exclusive use of unobstructed Association bulletin boards: one (1) in the administration building, one (1) in the Dr. Jacqueline A. Hoynes School, one (1) in each elementary school building, two (2) in each middle school building, and three (3) in the service building and in the high school building;
    - b. Announcements at employee meetings;
    - c. The use of the public address systems according to school system procedure;
    - d. Distribution of bulletins to employees according to normal school procedure(s);
    - e. The agenda of the Board of Education (two [2] copies) and minutes of each Board of Education official meeting (one [1] copy);
    - f. **Representation**
      - (1) A member of the bargaining unit may, on request, be accompanied by an Association representative at any investigatory interview when the bargaining unit member has a reasonable objective belief that the interview may lead to serious disciplinary action.
      - (2) A member of the bargaining unit may, on request, be accompanied by an Association representative at a conference where disciplinary action is being administered. Further, before any serious disciplinary action is put

into effect, the bargaining unit member will be given notice of the charge, a summary of the evidence against him, and an opportunity to respond.

- (3) "Serious disciplinary action" is defined to include placing a written reprimand in the employee's file and any disciplinary action resulting in loss of pay (e.g., suspension without pay or discharge).
- g. An updated list of new employees' names, building, and assignments as complete as such a list can reasonably be prepared prior to the Welcome Back Meeting, the day prior to the commencement of the school year; the right to disseminate materials at an appropriate table, in an appropriate place;
- h. A timely list/updates of all employees' names and assignments as available and upon reasonable request;
- i. The right to disseminate materials at general staff meetings;
- j. Non-confidential materials related to the Board meeting agenda topics such as financial information and employee reappointment lists prior to Board meetings as the same are available;
- k. Timely lists of employees' pay dates along with timely notification of Association payroll deductions and changes;
- l. Normal courier service among buildings including the Association office if situated in Mentor and timely notice of the routes and schedule for purposes of inter-school mail distribution, without charge;
- m. Professional leave, but with no expense allowance, shall be granted for Association duly elected delegates determined in accordance with the constitution and by-laws of the OEA and NEA to attend the OEA and NEA Representative Assemblies;
- n. In order to attend Board of Education meetings scheduled wholly or partially during the school day, the Association President shall notify the appropriate building supervisor with sufficient notice so that the administrator can make arrangements for coverage. At the conclusion of the meeting, the Association President shall immediately report to the building administrator. At the option of the administrator, a substitute may be provided;
- o. The Association President shall have the right to place an Association representative on district-wide committees that address classified concerns;
- p. By November 1 of each school year, the Association President shall have an opportunity to review the Board Policy Book with the Secretary of the Board for purposes of update. The Association shall be responsible for updating its Policy Book upon receipt of policy updates.

### C. AGENCY FEE

1. **Payroll Deduction of Agency Fee** – The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, an agency fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
2. **Notification of the Amount of Agency Fee** – Notice of the amount of the annual agency fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of

the Board on or about October 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Association.

3. **Schedule of Agency Fee Payers** – Payroll deduction of such annual agency fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of bargaining unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of: (1) sixty (60) days employment in a bargaining unit position which shall be the required probationary period or (2) January 15. The Association President or designee shall advise the Board treasurer of those bargaining unit members who are agency fee payers.
4. **Upon Termination of Membership during the Membership Year** – The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the agency fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual agency fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
5. **Transmittal of Deductions** – The Employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such agency fee deductions were made, the period covered, and the amounts deducted for each.
6. **Procedure for Rebate** – The Association represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and shall be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
7. **Entitlement to Rebate** – Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the agency fee pursuant to the internal procedure adopted by the Association.
8. **Indemnification of Employer** – The Association on behalf of itself and the OEA and NEA agrees to defend and indemnify the Employer, including the Board, its officers, members, agents, and employee(s) who implements the deduction, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - a. When possible, the Association shall be given a ten (10) day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;
  - b. The Association shall reserve the right to designate counsel to represent and defend the Employer;

- c. The Employer agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The Employer acted in good faith compliance with the agency fee provision of this Contract; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such agency fee provision herein.

**D. COMPENSATION TO ASSOCIATION OFFICERS FOR ASSOCIATION ACTIVITIES IN ACCORDANCE WITH SERS**

- 1. Upon written request of the association, the following MCE officers shall be assigned to conduct association business. These employees shall be paid an annual stipend by the Board in accordance with the association's Constitution and By-Laws. The MCE President will notify the district's Chief Financial Officer prior to September 5 of each school year of the name of the officer and the amount of the stipend. One half (1/2) of this stipend shall be paid to the employees by January 15 and one half (1/2) shall be paid to the employees by May 15.

- President
- Vice President
- Treasurer
- Secretary
- Classification Representatives (5)

The association shall reimburse the Board the cost of the stipends which includes SERS employer contributions, medicare, and worker's compensation upon receiving invoicing from the Board of Education.

- 2. Upon written request of the North Eastern Ohio Education Association (NEOEA), the Ohio Education Association (OEA), and/or the National Education Association (NEA), an officer of said Associations shall be assigned to the appropriate Association to conduct Association business. The total cost of the stipend, as well as the Board's share of SERS, Medicare, and other benefits, as applicable, will be reimbursed by NEOEA, OEA, and/or NEA. These employees shall be paid an annual stipend by the Board in the amount indicated in the written request.

## ARTICLE V – PAYCHECKS/DEDUCTIONS

- A. **PAYCHECKS/DISTRIBUTION** –Bus assistants, school bus operators, and the eight month groundskeeper shall be paid based upon time submitted each pay period. All other employees shall be paid in twenty-four (24) payments. Written notice of pay dates for that school year shall be distributed annually with the salary notification.

All paychecks will be directly deposited into the financial institution of the employee's choice. Pay vouchers shall be delivered to the Employee Kiosk available through the Mentor Schools website. Bargaining unit members shall also be notified of their direct deposit via email.

- B. **DEDUCTIONS** – Only the following deductions from paychecks shall be made without prior, written authorization of the employee:
1. Federal, state, city and school income tax;
  2. Retirement;
  3. Court-ordered deductions;
  4. Medicare.

Only the following deductions from paychecks will be made upon a signed, written authorization:

1. Bank/financial institution/credit union;
2. Personal group insurance;
3. Employee's cost for health care insurance;
4. Tax sheltered annuities;
5. United Way of Lake County;
6. Fund for Children and Public Education (FCPE);
7. Association membership dues (for those who authorize continuing membership as opposed to annual membership, only the initial membership authorization is needed);
8. U.S. Savings Bonds;
9. Contributions to citizens' committee(s) for Board levies/bond issues; and
10. Purchase of prior service in public pension plans.

A member of the bargaining unit may stop the above paycheck deductions (1. through 10.) by written notice to the Treasurer's Office. The paycheck deduction change shall be made within thirty (30) calendar days of receipt of said notice.

All deductions shall be forwarded to the proper recipient on the same day the deduction is made for those companies that will accept the payment, but in no case will payment be made later than two weeks. All deductions for MCE/OEA/NEA shall be forwarded to MCE/OEA/NEA at their office—5804 Heisley Road, Mentor, OH 44060.

## ARTICLE VI – WORK DAYS, HOURS, AND VACATION

- A. **WORK YEAR** – The employment year for all bargaining unit employees shall be from August 15 through August 14.

The employee work year shall be divided into five (5) categories based on classification and "extended" time. Attachment B contains the actual classifications in each of the five (5) categories.

1. **Category 1:**

- a. School year employees – 189 workdays including paid holidays.
- b. Classroom Assistants/HQ Classroom Assistants, Brailist, Office Aides, HQ CARES Classroom Assistants, Health Technicians, and Nutrition Services Employees, excluding Nutrition Services Managers may be employed to work 177 through 180 days, depending on the number of non-serving days during parent-teacher conference days. Nutrition Services Managers may be employed to work 181 through 185 days, depending on the number of non-serving days they are needed to work as determined by administration. Paid holidays shall be in addition to the above. Members of the bargaining unit may be requested to provide service beyond their contractual agreement. Such service shall be voluntary and paid at the employee's regular hourly rate. If an employee is eligible for overtime, it shall be in accordance with the overtime provisions of this article.
- c. There shall be one eight (8) month Groundskeeper in addition to the Groundskeepers that are employed as twelve (12) month employees. The eight (8) month Groundskeeper shall be employed approximately from April 1 to November 30 each year with medical benefits through the entire year and given a one hundred seventy-seven (177) day contract.
- d. Classroom Assistants/HQ Classroom Assistants, HQ CARES Classroom Assistants and Office Aides shall work one (1) additional day at his/her hourly rate on the workday prior to the first day of school.

2. **Category 2:**

- a. School year employees plus contiguous extended time – 205 days, including paid holidays, except for Library Assistants, who shall work one week before and one week after. (Usually called ten (10) month employees.)
- b. Ten (10) month secretaries shall not be scheduled to work the first day of a new contract year if the day is a Friday. Additionally, ten (10) month secretaries will not be scheduled to work if the last day of a new contract year is a Monday. Secretary IIs and Secretary IIIs with 205 day contracts shall work twelve (12) days prior to the first day of school and five (5) days after the last day of school.
- c. Due to the imperfect and changing calendar, the actual number of paid workdays may vary by a couple of days.

Category I and II employees, excluding Nutrition Services Employees and employees assigned to the administration building and service building, shall work thirty (30) minutes past student dismissal at their building on the date designated by the school

calendar as the teacher compensatory one-half (1/2) day for spring parent-teacher conferences. They shall be paid for actual hours worked.

**3. Category 3:**

The Cable Channel Programming Specialist shall work two hundred twenty-five (225) days per year which includes nine (9) holidays. He/she shall have an eight (8) hour workday but will have a flexible schedule. The Cable Channel Programming Specialist shall be required to have a Bachelor's Degree, and salary shall be based on education.

**4. Category 4:**

Twelve month employees less winter and spring shutdown – 247 workdays including paid holidays and vacation. Due to the imperfect and changing calendar, the actual number of paid work days may vary by a couple of days.

**5. Category 5:**

Twelve month employees – 261 workdays including paid holidays and vacation. Due to the imperfect and changing calendar, the actual number of paid work days may vary by a couple of days.

Groundskeepers will be employed as twelve (12) month employees (261 days), except for the one (1) eight (8) month Groundskeeper identified in this article in Category 1 above. From April 1 to November 30, Groundskeepers will perform duties specific to the Groundskeepers' job descriptions. From December 1 to March 31, Groundskeepers may be utilized in various positions provided that the Groundskeepers are not utilized in a manner that takes work away from another contracted employee specifically hired to perform that job or to deny that contracted employee(s) of any additional/overtime work. It is understood that the dates noted above are approximate and may vary depending upon weather conditions.

**B. WORK WEEK** – The standard workweek shall be scheduled as five (5) consecutive days, Monday through Friday. Third shift, which begins late in the evening, shall be considered as a scheduled day on the next day which contains the predominate part of the scheduled work time. All hours to be worked shall be consecutive, except for school bus operators, bus assistants, and the Cable Channel Programming Specialist.

1. All "regular, full time" employees shall be scheduled for eight (8) hours per day, including their lunch and breaks except school bus operators and bus assistants whose hours will depend on the routes that are bid for and received based on their seniority and also except for some of the positions listed in subsection 2 below. (See Sections E. and F. for impact of lunches and breaks.)
2. a. Nutrition Services Employees may be hired for two (2) to eight (8) hours per day, in no less than quarter hour increments
- b. Classroom Assistants/HQ Classroom Assistants, HQ CARES Classroom Assistants, and Office Aides shall be hired for six (6) or more hours per day according to their particular building assignment schedule.

- c. Health Technicians shall work thirty (30) minutes before the scheduled start time and thirty (30) minutes after the scheduled dismissal time of students in the building the Health Technician is assigned.
3. All other employees who regularly work less than six (6) hours per day and/or thirty (30) hours per week shall be scheduled for at least four (4) hours per day and/or twenty (20) hours per week.

School bus operators and bus assistants assigned to transportation shall be contracted for four (4) hours per day, but shall be scheduled to work in accordance with Article XIII – Transportation. Once regular hours have been contracted, no employee may have his/her contracted hours reduced except for lack of work and the reduction shall be done in accordance with the reduction in force procedures contained in Article XI. If the hours are to be reduced and prior to invoking the reduction in force procedure, the affected employee will be first offered the reduced position.

Should additional time be authorized for a building or department need during the school year, the time will be offered on the basis of seniority (Department Seniority – Article XII, A., 2. and Building Seniority – Article XII, A., 5.) and availability to work the scheduled time. Should no employee be available for or accept additional hours, the work will be offered to employees in the same classification serving other buildings based on seniority (Job Classification Seniority – Article XII, A., 3.) and availability. Employees traveling between sites will receive payment for mileage only, at the established rate. A letter will be sent to the employee receiving additional time indicating that the additional time is only for the period of time the need exists, but not to extend beyond the current year. If the additional time is determined to extend beyond the current year, the employee performing the work shall be issued a new contract reflecting the additional time.

4. **Non-Scheduled Duty** – An employee called into work other than normally scheduled hours shall be guaranteed not less than two (2) hours pay.

- C. **OVERTIME** – All overtime for employees will be paid to the nearest quarter hour and shall be paid for all hours worked in excess of the forty (40) hours per week at the rate of one and one-half (1-1/2) of the employee's hourly rate. All hours paid, including holidays and paid leaves, shall be calculated as hours worked for purposes of overtime. Employees working for special functions will be paid time and one-half (1-1/2) when the work is done outside the normal work schedule of the employee. Work performed at special functions which fall on holidays will be compensated at the rate of time and one-half (1-1/2), and the employee shall also be paid holiday pay. There shall be no pyramiding of overtime.

Employees who are awarded extracurricular contracts shall be paid at the base rate established by the Board for all hours worked under the extracurricular contract (“extracurricular base rate”). All hours worked at the employee’s regularly assigned job(s) will be paid at the negotiated hourly rate(s) for those jobs. The hours worked for the regular assignment(s) will be calculated for the work week before any hours under the extracurricular contract. To the extent the regular hours worked exceed forty (40) hours worked during the work week, the overtime rate shall continue to be calculated as is currently the case, without any consideration of the extracurricular assignment or the time

spent in performing the extracurricular assignment. The additional hours for the extracurricular assignment will either be paid at the extra-curricular base rate when total hours worked for the workweek are equal to or less than forty (40) hours or at time and one-half the extra-curricular base rate for the extracurricular contract for hours worked in excess of forty (40) work hours for the workweek.

If the extracurricular contract is for a position included in the collective bargaining Agreement between the Board and the Mentor Teachers Association, should the total earnings for the extracurricular contract be lower than the rate in the supplemental Salary Schedule for such extracurricular position established in that Agreement, the Board shall make a one-time payment to the bargaining unit member holding the extracurricular contract equal to the difference between the amount set forth in the extracurricular contract per the supplemental Salary Schedule and the amount the bargaining unit member is paid for services under that contract at the extracurricular base rate plus any payments arising from weeks in which the member works more than forty (40) hours.

1. **High School Custodians** – At the high school, the Administrator or his/her designee will post a roster in the custodial workroom listing the building custodians. The employee roster will be arranged by seniority, from the most senior to the least senior with date of hire in the custodial department determining seniority order. (Department Seniority Article XII, A., 2.) If there is a common date of hire, employees will be placed in alphabetical order by last name.

All building contracts, notifications, and/or requests that will require overtime will be posted as soon as received by the Administrator or his/her designee. All overtime for the weekend is to be posted by Wednesday, if possible. The overtime opportunity will remain posted for one (1) shift rotation, then assigned to the first eligible employee(s) accepting the assignment.

Custodians will be eligible to work the overtime assignment on a rotation basis, going from most senior to least senior on the seniority roster. If an eligible custodian does not desire the assignment, the opportunity goes to the next person on the list. Once the assignment is selected, the next overtime opportunity will begin with the next eligible person on the list. If an employee does not take an assignment, the individual must wait until they are next eligible in the rotation process.

The overtime assignment process may be by-passed if the need for custodian coverage requiring overtime is made known with fewer than twenty-four (24) hours advance notice to the Administration.

The overtime process may be by-passed if the need for overtime services require building/facility knowledge and/or qualifications that an otherwise eligible employee may not possess. In these cases, the employees will not be by-passed for the next overtime opportunity.

2. **Overtime Assignments at the Stadium**
  - a. When there is an overtime assignment at the stadium, the overtime shall first be offered to a Groundskeeper. Groundskeepers shall be eligible to work overtime

assignments on a rotation basis, going from most senior to least senior on the classification seniority roster.

- b. If no Groundskeepers accept the overtime assignment, High school custodians shall be offered the overtime. High school custodians shall be eligible to work the overtime assignment on a rotation basis, going from most senior to least senior on the seniority roster.

- D. CALAMITY DAYS** – Individual staff assignments shall be carried out in accordance with contract provisions, statute, policy, and rules and regulations for days defined in the school calendar, unless it becomes necessary for the Superintendent to close the schools (or a school) for calamity, emergency, etc., as defined in the Ohio Revised Code. When the Superintendent determines to close a school or schools on account of a calamity or emergency, as defined above, staff shall be informed through established channels of communication.

Those employees who are requested to report to work and volunteer to report to work and do report shall be paid one and one-half (1-1/2) times their regular rate for all hours actually worked. If an employee is called into work on a calamity day, the employee shall be guaranteed not less than two (2) hours pay.

Calamity days that are required by the laws of Ohio to be rescheduled during the term of this Agreement shall be rescheduled at the end of the respective school year. These rescheduled days shall be part of the regular schedule and shall not result in additional remuneration to bargaining unit members.

If needed, President's Day shall become a workday to be used to make up a calamity day required by law.

**E. BREAK TIME**

1. All employees, excluding school bus operators and bus assistants in the bargaining unit who are scheduled to work more than two (2) hours but up to and including six (6) hours per day shall be entitled to one (1) fifteen (15) minute break.
2. Employees in the bargaining unit scheduled to work more than six (6) hours per day shall be entitled to two (2) fifteen (15) minute breaks per day.
3. No break may be taken in the first hour of the workday or last hour and shall, likewise, not be taken in the hour preceding or following a lunch break, unless the appropriate supervisor approves it.
4. The HQ CARES Classroom Assistants shall have a flexible break schedule.

**F. LUNCH**

1. Except when current practice is to the contrary, all employees shall receive a thirty (30) minute duty free unpaid lunch. Employees whose lunch was paid as of September 1, 1986, shall continue to receive their paid lunch.

2. Employees who by current practice have received a sixty (60) minute duty free unpaid lunch, shall continue to receive it and be scheduled to work over a nine (9) hour period.
  3. Custodians shall take their lunch in accordance with current practice.
  4. Nutrition Services Employees contracted for a minimum of six (6) hours per day prior to August 15, 2002, shall be entitled to a one-half (1/2) hour paid lunch. Those Nutrition Services employees contracted for a minimum of seven (7) hours per day after August 14, 2002, shall be entitled to a one-half (1/2) hour paid lunch. All new hires or employees who bid into and are awarded a new position of less than seven (7) hours per day shall receive their breaks according to Article VI, Section E. The same rule applies to Nutrition Services Employees whose current contract is extended due to an increased workload.
  5. In an effort to control quality and promote participation in the school lunch program, Nutrition Services Employees shall be permitted to consume a prepared school lunch while on duty. The lunch must be consumed on site.
- G. NEOEA DAY** – All bargaining unit members except those contracted for two hundred and sixty one (261) days and the Eight (8) Month Groundskeeper will be scheduled off on NEOEA day and shall not be paid for the day.
- H. VACATIONS** – All regular full-time and regular part time workers in Categories #4 and #5 (Attachment B), upon completion of one (1) calendar year, shall be entitled to vacation pay as follows:
1. Employee's paid vacation will be calculated on the basis of service rendered. The anniversary date of the employee's employment shall be used for the purpose of computing the amount of vacation leave to which the employee is entitled. A year of completed service, as used herein, is defined to consist of twelve (12) months of completed paid service. Even though all employees do not work the same hours per week, a full week schedule must be worked to qualify as a twelve (12) month employee as defined above.
  2. Employees who have completed one (1) year of service are eligible for two (2) weeks (ten [10] workdays) paid vacation.
  3. Employees with seven (7) years of completed service are eligible for three (3) weeks (fifteen [15] workdays) paid vacation.
  4. Employees with fourteen (14) years of completed service are eligible for four (4) weeks (twenty [20] workdays) paid vacation.
  5. Employees with twenty (20) to twenty-two (22) years of service shall receive one (1) additional vacation day provided the employee has sixty-five percent (65%) of two hundred twelve (212) sick leave days accumulated. Employees with twenty-three (23) to twenty-four (24) years of service shall receive two (2) additional vacation days provided the employee has sixty-five percent (65%) of two hundred twelve

(212) sick leave days accumulated. Employees with more than twenty-five (25) years of service shall receive three (3) additional vacation days provided the employee has sixty-five percent (65%) of two hundred twelve (212) sick leave days accumulated.

6. Nine (9) or ten (10) month employees who move/transfer to a twelve (12) month position with ten (10) or more prior years of service to the Mentor Schools will be entitled to two (2) additional vacation days per year until they reach seven (7) years of service in the new position in recognition of prior service. Fifteen (15) years of prior service will result in entitlement to four (4) additional days per year for the time period noted above. This provision will be applied retroactively to current employees who transferred to twelve (12) month positions on or after August 15, 1995.
7. Earned vacation days may be postponed, with prior approval, for one (1) year only.
8. Written requests for vacation time should be presented to the immediate supervisor no later than April 1 of the year in which it is sought.
9. Upon leaving the system, an employee must have completed eleven (11) months of consecutive service and must have given at least thirty (30) calendar days' notice in advance of the last scheduled workday to receive credit for earned vacation days.
10. Vacations can be taken at any time during the year. If two (2) or more employees within the same building or classification request vacation time for the same time period, seniority shall prevail if the request is submitted by April 1. (District Seniority, Article XII, A., 1.) If an employee submits a vacation requests after April 1, seniority shall prevail only if no other request has been approved for the same time period.

Vacation time requests cannot be denied except where the vacation would create an unreasonable administrative problem. Summer vacations are encouraged. No vacation will be approved during the first and last week of the regular school year except for those employees whose job responsibilities are not directly involved with students and the vacation does not create an administrative problem.

11. All twelve month positions shall have the option of converting unused personal leave to vacation days according to the following schedule:

5 – 10 years of service	= 1 unused personal day
11 – 19 years of service	= 2 unused personal days
20 or more years of service	= 3 unused personal days
12. For employees who retire and those employees who are deceased and who leave a surviving spouse/estate, the following procedure will be used as the basis for computing earned vacation time:
  - a. The number of days on paid status by the employee divided by the number of days in the employee's contract year equals the percentage of the year worked by the employee.
  - b. That percentage figure times the number of days of vacation for which the employee is eligible equals the number of days of earned vacation. The days of

earned vacation times the employee's daily rate equals the amount of vacation pay due the employee or surviving spouse/estate.

Vacation earned in prior covered public positions will be paid in accordance with Section 9.44 of the Ohio Revised Code.

**I. HOLIDAYS**

Twelve Month Employees:

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

Eight (8) Month Groundskeeper:

Good Friday if this day falls within his/her work year  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving

All Other Employees:

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

The Board will pay holiday pay plus time and one-half (1-1/2) for a classified employee to work during a holiday. An employee who has worked less than forty (40) hours in the work week will still be entitled to holiday pay plus time and one-half (1-1/2) if he/she is asked to work on a holiday.

## ARTICLE VII – LEAVES OF ABSENCE

- A. **SICK LEAVE** – There shall be unlimited accumulation of sick leave at the rate of one and one-quarter (1-1/4) days per month (fifteen [15] total days per year). All staff members will be advanced five (5) days of sick leave each year if needed. The total accumulation of sick leave during any year shall not, however, exceed fifteen (15) days except for days converted as a result of non-use of personal days (see Personal Leave, Section D., last paragraph).

Sick leave pay for employees paid on an hourly basis shall be calculated and paid on the basis of the average hours worked during the preceding pay period not to exceed an eight (8) hour paid sick day.

Employees may use sick leave upon notification to the Assistant Superintendent/ Human Resources for absence due to illness, pregnancy, injury, exposure to a contagious disease which could be communicated to others, and for absences due to illness, injury, or death in the employee's immediate family which shall be defined as spouse, son, daughter, father (in-law) or mother (in-law), brother or sister, or other person(s) living in the employee's household who is related to the employee by blood or through marriage. Additionally, sick leave may be utilized for the life-threatening illness and/or injury or death of the employee's brother-in-law, sister-in-law, grandparent, grandchild, or other person(s) living in the employee's household.

Application for sick leave to be used for anticipated medical treatment or anticipated medical disabilities shall be applied for as far in advance as is possible and shall state the anticipated beginning date of the leave, the estimated duration of the leave, and the expected return date so that appropriate plans can be made for obtaining a competent substitute.

An employee returning to work shall furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave and for verification. If medical attention is required, the employee's statement shall list the name and address of the attending physician the dates when consulted. The employee shall provide the Director of Human Resources, when requested, with a physician's statement indicating that the employee's medical condition is such that the employee can resume all assigned duties. Nothing in this section shall be construed to limit any of the employee's rights under federal or state law nor waive the physician-patient privilege provided by Section 2317.02 of the Ohio Revised Code.

- B. **MEDICAL LEAVE OF ABSENCE** – When an employee in the bargaining unit has exhausted all accumulated sick leave and is still unable to return to work for the reasons of personal illness, injury and/or disability, the Board of Education will, upon the recommendation of the Superintendent and proper application of the employee, place the employee on medical leave of absence. Such a leave will begin on the day that the accumulated sick leave reaches the zero point and the employee has no earnings due, and will be for a maximum period of not more than two (2) consecutive years.

While on medical leave of absence, the employee ceases to accumulate sick leave. The Board of Education will, however, pay its full share of all hospitalization and major

medical insurance and group term life premiums falling due and payable prior to the end of the month during which the medical leave begins. Provided, however, that an employee may request emergency short-term medical leave for a total period not to exceed thirty (30) calendar days in which case all fringe benefits will be maintained by the Board and the employee shall return to the position temporarily vacated. A condition precedent to the granting of any such short-term emergency medical leave shall be the providing by the employee of a doctor's certificate indicating both the necessity for such leave and the reasonableness of anticipated return within thirty (30) days. Should the employee in question be unable to return to full time responsibilities upon completion of said thirty (30) day period, he or she must request regular medical leave in accordance with the terms of the remainder of this policy.

An employee on medical leave of absence will be carried on payroll records as required by 3313.202, Ohio Revised Code. An employee shall be paid in full the balance due him or her in his/her last check with appropriate deductions made for federal withholding tax, state income tax, city income tax, retirement contribution, insurance, dues, etc. Association dues shall be deducted but only for the month in which it is paid.

While an employee is on medical leave of absence the Board will pay its share of the total fringe benefit package for the following periods: employees with zero (0) to three (3) years in-district experience – three (3) months; those with over three (3) but not over five (5) years of experience – six (6) months; and those with more than five (5) years – one (1) year; thereafter any such employee will be given the opportunity of participating in the hospitalization/health care insurance and group term life programs by forwarding a check or checks for both the Board's equivalent premium portion and the employee's and family portion (when applicable) to cover the full cost of said insurance program(s). The Human Resources Department will process all leave and requests for insurance coverage. Checks must be in the Treasurer's Office not later than the twenty-fifth (25th) day of the month in order to continue the insurance in force. The employee may also forward funds required to carry on his/ her other fringe benefits, such as health and accident insurance. The checks for fringe benefits are to be made out to the company involved except when paid for the Board's basic health insurance plan in which event the check shall be payable to the Board; the Treasurer's Office will forward these checks to the specified company.

An employee on medical leave of absence who intends and desires to return to work shall file an application for reinstatement. The application must be accompanied by a physician's statement indicating the employee's medical condition is or may be reasonably anticipated to be such that the employee is capable of returning to work and resuming normal duties without restriction. At the employee's option said statement may be provided at the actual return date in which case it shall provide assurance of medical fitness to carry out assigned duties and responsibilities. It shall be the duty of the employee to notify the Director of Human Resources in writing of such intention to return to duty. Upon return to service the employee shall resume the contract status held prior to the medical leave of absence unless the employee accepts a position other than the one held at the time the leave was granted.

The employee will be assigned to the same position if it is available or a substantially equivalent position to the one he or she held prior to the leave if available. In the event no position is available when the employee is ready to return from medical leave,

reinstatement will occur as soon as the position or a substantially equivalent position is available. In accordance with the criteria established in policy and as has been the practice in the past, every effort will be made to arrive at a comparable assignment, if available.

### C. PARENTAL LEAVE

1. **Parental Leave** – Employees of the Mentor Public Schools System who become pregnant, who are adopting or rearing a child of pre-school age, and who desire to return to work at a future date shall be granted a parental leave. In the case of parental leave, paid sick leave shall not exceed eight (8) weeks, unless medical complications require longer use of sick leave. Absent medical complications, the paid sick leave following delivery or receipt of custody must end not later than twelve (12) weeks following delivery or receipt of custody. A parental leave shall be a leave without pay and shall be in accordance with provisions of this Part C. Parental leave may commence at any time during the period between commencement of pregnancy and the end of the pregnancy disability associated with the birth of the child or at the time of the adoption of the child. Such leave shall be for a period up to one (1) year renewable for one (1) additional year. Any such request for renewal shall be granted upon proper application.
2. **Application for Leave** – Applications for parental leave shall be in writing, directed to the Director of Human Resources on the proper form, and shall contain the date on which the leave of absence is to commence and the date on which the employee expects to return. Application for parental leave shall be made at the earliest possible time but shall not be later than the thirtieth (30th) day before the beginning of the parental leave except in cases of emergency or those owing to circumstances which could not reasonably be anticipated thirty (30) days in advance. Missing the thirty (30) day deadline will not be reason to deny the leave, but may be reason to delay it.
3. **Reinstatement Application** – An employee on an extended parental leave who desires to return to work should confirm his/her intention to return at least sixty (60) days preceding the scheduled return date. An employee who decides not to return shall so notify the Board as soon as possible.
4. **Fringe Benefits** – Employees on parental leave will be given the opportunity of continuing in the hospitalization/health care insurance and group term life insurance programs by forwarding a check or checks for both the Board's portion and the employee and family portion (when applicable) to cover the full cost of said insurance programs. The Human Resources Office will process all leaves and requests for insurance coverage. Checks must be in the Treasurer's Office not later than the twenty-fifth (25th) day of the month in order to continue the insurance in force. The employee may also forward funds required to carry on his/her other fringe benefits such as health and accident insurance. The checks for fringe benefits are to be made out to the company involved; the Treasurer's Office will forward these checks to the specified company.
5. **Reinstatement** – Upon return from approved parental leave the employee will retain the same contract status he/she held when the leave commenced and will be assigned

to the same position if available or to a substantially equivalent position to the one he or she held prior to the leave.

- D. PERSONAL LEAVE** – The Board of Education believes that personnel, considering the best interests of the students, will make every effort to use discretion in the use of personal leave. Within this context personal leave will be granted for the reasons stipulated in the Rules and Regulations below.

An employee working four (4) hours or more per day may be absent without loss of pay a maximum of four (4) days and an employee working less than four (4) hours per day may be absent without loss of pay for three (3) days in any school year to transact necessary and urgent personal business which cannot be conducted outside the regular assigned work hours, to attend to affairs of a personal nature which cannot be conducted outside the regular assigned work hours, and for other reasons that fall within the intent of this provision. Emergency leave pay for employees paid an hourly rate (Nutrition Services Employees, assistants, and school bus operators) will be calculated on the basis of average hours worked during the preceding pay period.

Personal leave shall not be used in place of professional leave, to extend holidays, recesses, or provide vacations, for recreation, for social or fraternal functions, or to engage in or seek other employment, or to attend business trips with spouse.

Personal leave knowingly utilized in violation of this policy shall be considered as insubordination as defined in Section 3319.16 of the Ohio Revised Code and shall result in appropriate disciplinary action, up to and including contract termination.

Reasons for requesting personal leave must fall within one of the four categories enumerated below:

- a. To transact personal business.
- b. Bereavement not covered by the sick leave policy.
- c. Emergency beyond the employee's control. Such circumstances are defined as certain broad events that cannot be anticipated or avoided.
- d. Other good and just causes which must be specified and shall be subject to prior approval. This shall also include a once in a lifetime event.

**Procedures to be Followed** – Approval of the request shall be dependent upon compliance with the following:

- (1) The employee must submit a properly completed form at least five (5) workdays prior to the actual date of the proposed leave.
- (2) Requests for two (2) or more consecutive days of personal leave must specifically state in detail the reason for the request and are subject to the approval of the Director of Human Resources.
- (3) Requests for three (3) single days of personal leave shall be approved based upon the checking of categories a., b., or c., and timely submission.
- (4) Applications submitted under provisions of subsection d. above must state the specific reason for the leave, be submitted at least five (5) workdays prior to the day of the proposed leave, and be approved by the Director of Human Resources.

- (5) Written reasons(s) must be submitted for approval of the Director of Human Resources for personal leave requests during the last twenty (20) workdays of the school year.
- (6) Applications, except requests submitted under subsection c. (Emergency), submitted with less than five (5) workdays' notice are subject to approval by the Director of Human Resources. The employee will be notified of the decision prior to the date of leave. Reasons for denial will be given in writing upon request.
- (7) If an emergency situation (subsection c.) occurs, the employee shall call the person or persons designated by the Administration at the earliest possible time. The substitute answering service may be used for such notification purposes if it has been designated as acceptable by the employee's supervisor or the employee is unable to reach the designated person(s). A personal leave request must be submitted on the proper form within five (5) days after the employee's return.

All personal leave requests will be processed through the building principal or the appropriate supervisor and will be forwarded to the Director of Human Resources. In reviewing all requests the Director of Human Resources will render the final approval or disapproval where required. Requests for personal leave that fall within the guidelines of this policy shall be approved.

If an employee does not use any available personal leave during the months of April, May and June in the school year, the employee's unused personal leave days shall be converted to sick leave days. All twelve (12) month positions shall have the option to convert unused personal days to sick leave days per this paragraph or according to Article VI, H., 11. The unused personal leave days converted to sick leave and/or vacation days shall be available for use on September 1 following the year unused personal days were earned.

#### E. MILITARY LEAVE

1. **Leave Without Pay** – Any employee who has left or leaves a position, by resignation or otherwise, excluding contract termination or non-renewal, and within forty (40) workdays thereafter entered, or enters, the uniformed services of the United States and whose service is terminated in a manner other than as described in 38 U.S.C. 4304, is eligible for a military leave of absence without pay. An unpaid military leave of absence is limited to five years or such other time as provided in 38 U.S.C. 4312. Application for military leave should be directed to the Director of Human Resources and accompanied by enlistment documents.

Employees granted military leave of absence who receive a discharge other than as described in 38 U.S.C. 4304 shall be reemployed by the Mentor Board of Education under the same type of contract as that which the employee last held in the Mentor School District, if such employee shall, within ninety (90) days after such discharge, apply to the Mentor Board of Education for reemployment. Upon such application accompanied by a copy of the discharge papers such employee shall be reemployed.

The Mentor Board of Education may suspend the contract of the employee whose services become unnecessary by reason of the return of an employee from service in the armed services or auxiliaries thereof in accordance with the Ohio Revised Code.

2. **Leave With Pay**

- a. **Statutory Compensation** – Employees who are members of the Armed Forces of the United States, including the Ohio National Guard, shall be entitled to a leave of absence without loss of base compensation for a period of twenty-two (22) workdays or one hundred seventy-six (176) hours per year pursuant to Ohio Revised Code Section 5923.05, unless the amount or duration of such compensation shall be modified pursuant to a collective bargaining agreement or subsequent legislative enactment.
- b. **Compensation Differential** – Employees inducted or called to active duty in the Armed Forces because of an executive order issued by the President of the United States or an Act of Congress shall be further entitled to additional compensation for periods beyond the initial statutorily mandated twenty-two (22) workdays period described in Section “a” in amount equal to the amount by which an employee’s base salary exceeds active duty military compensation including basic allowance for quarters and basic allowance for subsistence, or five hundred dollars (\$500) per month, whichever is less, payable only during the period designated in the order or act.

3. **Re-employment Rights** – Employees returning from military duty shall be entitled to re-employment with the District. To be eligible for re-employment, an employee who served on active duty for ninety (90) days or more must apply for restoration of employment within ninety (90) days after relief from military duty or release from a period of hospitalization of not more than one (1) year, furnish proof of a discharge other than dishonorable conditions, and be physically qualified to perform the duties of such former position. For periods of active duty less than ninety (90) days, the time for application for re-employment shall be within thirty-one (31) days after relief from military duty or release from a period of hospitalization of not more than one (1) year. Re-employment shall commence at the earliest possible time, but no later than thirty (30) days. An employee who is unable to perform former duties by reason of disability shall be placed in another position for which the employee is qualified, that will provide the closest approximation of seniority, status, pay, and ability to carry out assigned duties.

4. **Rights Upon Restoration of Re-Employment** – In addition to such other rights as may be granted pursuant to state or federal law, an employee shall be entitled upon restoration of employment to seniority status according to law, including total experience credit with the District.

5. **State Retirement Funds** – The Board and the employee shall continue to contribute to the State Employees Retirement System (SERS) on the amount of compensation actually paid to the employee during the military leave of absence, subject to any subsequent legislative enactment.

F. **LEAVE OF ABSENCE FOR STUDY OR TRAINING**

1. **Eligibility** – Any employee in the bargaining unit who has completed two or more years of regular service in the district may be granted a leave of absence without pay for study or training for either one semester or a full year.
2. **Application for Leave** – The application for leave must be submitted to the Director of Human Resources on or before May 1. Application for such leave shall outline the program to be pursued and shall clearly state how such activity will contribute directly to improved service to the school system. The Superintendent may consider applications submitted after May 1 if he/she deems such action advisable.
3. **Application for Reinstatement** – Reinstatement to the staff shall be made only if the Superintendent finds there has been substantial compliance with the planned program. Application for reinstatement must be made prior to the expiration of leave of absence on or before April 1.

G. **LEAVES WITHOUT PAY** – The Board recognizes that there may be occasions causing an individual to request a short-term leave from his/her assigned responsibilities which does not fall within the provisions of the sick leave, personal leave, or professional leave policies and would, therefore, be without compensation. Such requests will be denied except where there is a clear indication of extenuating circumstances. Leaves without pay will be approved for employees who have job interviews that could not be scheduled outside the established school calendar and/or workday. Leaves without pay will be approved for employees who are candidates and choose to campaign for an elected office on Election Day. The Director of Human Resources shall have the discretion to grant leave without pay for good and just cause. The decision shall be final and cannot be grieved.

H. **ASSAULT LEAVE** – An employee who is physically and/or psychologically assaulted as a result of employment shall be provided assault leave on full pay status for a period not to exceed one (1) year. The employee will be eligible to apply for disability compensation as specified in the rules and regulations of the State Employees Retirement System.

1. The employee who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave and sign a written release to permit the Director of Human Resources to consult with a physician on the sole issue of the physician's professional opinion regarding the need for assault leave. The initial authorization of assault leave shall be for up to forty-five (45) workdays.
2. The employee who has been assaulted must file an assault complaint with appropriate officials, including a police report, in the appropriate jurisdiction unless a physician and/or a psychiatrist present evidence that the involved staff member's physical or mental health would be impaired by subsequent court appearances. In an effort to support the assaulted employee's safe return to work, the Board will pursue strategies to minimize contact between the assaulted employee and assaulting party in accordance with law.
3. A certificate stating the nature of the disability and its duration from a licensed physician shall be required before assault leave can be approved for payment.
4. If requested by the Director of Human Resources and if the assault leave will extend beyond forty-five (45) workdays, the Director of Human Resources may ask the

- employee to furnish a certificate from the original licensed physician stating the nature of the disability and its duration. The Director of Human Resources may request a second opinion(s), at Board expense, following each time the employee furnishes the certificate from a licensed physician stating the nature of the disability and its duration. The Board, at its expense, shall consult an occupational health service to select an appropriate physician to provide a second opinion. If there is a disagreement between the original physician and Board physician, the two physicians will be asked to select a third physician, at Board expense, to provide a final decision.
5. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under regulations adopted by the Board of Education pursuant to Section 3319.08 of the Ohio Revised Code. Likewise, if an employee is subpoenaed to make court appearances related to the assault, assault leave days shall be granted. However, the employee, exclusive of parking fees, mileage, and meal expenses will disburse any remuneration received for serving the court to the Board of Education.
  6. In the case of an assault on an employee as a result of employment with the Board of Education for which Worker's Compensation or disability compensation under the State Employees Retirement System is paid, the Board will pay the difference between the Worker's Compensation or disability payment and the employee's hourly rate, for a period not to exceed one (1) year. In addition the Board will pay its portion of the monthly premium on the medical plan, major medical, and group life insurance pursuant to law.
  7. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

I. **COURT/JURY DUTY LEAVE** – When an employee in the bargaining unit receives a notice to appear before the Jury Commission for examination to serve as a juror, the employee must immediately inform his/her supervisor and forward a copy of the summons to the Director of Human Resources.

1. In the case of jury duty, or court appearance as the result of employment by the Board of Education, no deductions shall be made from the employee's accumulated sick leave or personal leave. Pay for days of such absences will be at the employee's regular daily rate. Court appearance as a result of employment does not include any appearance where the employee is a plaintiff.
2. When an employee is subpoenaed to appear in court for purposes other than as described in I., 1. and has exhausted his/her allocated personal leave, sick leave shall be utilized for this situation.
3. When an employee is subpoenaed by a court to testify as a witness in a proceeding where the only connection to the legal action is the employee's exercise of good citizenship in witnessing an accident or crime, the Director of Human Resources shall have the choice of granting "Court Leave" instead of using the employee's personal leave and/or sick leave.
4. Any remuneration received for serving as a juror or witness will be disbursed to the Board of Education by the employee, exclusive of parking fees, mileage, and meal expenses.

- J. **GROWTH/INSERVICE LEAVE** – Employees in the classified service may request for growth purposes:
1. Released time or a leave of absence both of which shall be without pay for study related to the employee's job;
  2. Permission to visit other school districts or schools within the district;
  3. Permission to attend conferences involving classified personnel from this school district, this area, or this state;
  4. Permission to attend training classes or workshops offered within or without the district; and
  5. Training offered in institutions of higher learning.

- K. **FAMILY AND MEDICAL LEAVE (FMLA)** – An eligible employee who has worked 1250 hours or more during the twelve-month period preceding the commencement of the leave shall have the right to take Family and Medical Leave according to the terms of Board Policy Number 3.03 which is incorporated into this Agreement. FMLA leave entitles the eligible employee to have up to twelve work weeks of unpaid leave for the birth or care of a child, the adoption or foster care of a child, the care of a spouse, son, daughter or parent if such individual has a serious health condition or for the employee's serious health condition which disables him/her from performing the functions of his/her position. To the extent that provisions of the FMLA leave are covered by other leaves provided in the negotiated agreement or other Board-approved documents, the twelve (12) weeks of leave and benefit coverage under the FMLA leave policy shall run concurrently with other existing benefits.

Although FMLA leave is available for the birth, adoption, or foster care of a child, an eligible employee shall be required to take FMLA leave concurrent with other leaves available under the negotiated agreement for prenatal care, pregnancy, illness associated with pregnancy, court appearances or other circumstances related to the adoption of a child or placement of a foster child. The Board of Education shall pay its share of the fringe benefit package to any eligible employee who is granted a parental leave for any portion of the twelve (12) week period not used under any other leave provision within the negotiated agreement. (See FMLA form attached as Exhibit C.)

In the case of parental leave, paid sick leave is limited to eight (8) weeks and must end no later than twelve (12) weeks following delivery or receipt of custody unless medical complications require longer use of sick leave.

This provision shall satisfy the Board's notice requirements under the FMLA.

## ARTICLE VII – APPOINTMENT, ASSIGNMENT, AND TRANSFER

- A. **QUALIFICATIONS** – The following shall constitute the criteria under which the Superintendent or his/her designee(s) shall make all appointments, assignments, and transfers in the classified service. Pursuant to this article, the criteria shall include the qualifications, skills, and abilities of staff members, the best interest of the school district, the length of service of employees in this district (pursuant to Article XII – Seniority, A., 1.; A., 2.; A., 3.; and A., 4.), and attendance record.
- B. **POSTING AND BIDDING** – When the Board or Administration decides to fill an opening in the bargaining unit for a position, the Director of Human Resources will post the position for five (5) workdays. The notice shall set forth the position, location, shift, wage range, anticipated starting date, and job qualifications. The position must be awarded to the most senior applicant (Article XII – Seniority) within ten (10) workdays after the expiration date for application between August 15 and April 15. Within that ten (10) day period, the Human Resources Department will furnish to the Association President at his/her designated work location a complete list of all applicants for each posting.

Any employee who desires to be considered for a posted position must apply online to be considered for the position. All applications must be filed online no later than 4:00 p.m. of the fifth (5<sup>th</sup>) posted workday announcing the position. If the Board experiences technical difficulties with the online application process, the deadline to apply shall be extended to allow applicants a total of five (5) workdays to apply. The Director of Human Resources shall announce the filling of the vacancy to all applicants. For the position of Classroom Assistant/HQ Classroom Assistant and Health Technician, due to the specific nature of their direct interaction with students, the building principal, when filling vacancies, shall consider seniority but may hire the most qualified individual for the job regardless of length of service. The most senior applicant within the job category shall be granted an interview.

Posting and bidding is not required before moving employees from one assignment to another unless the employee is changing classifications, location, or hours. The Board and the Association agree that if there is a necessity to change the employee's location or hours (shift) it shall not be arbitrary or unreasonable. Employees holding said position shall first be offered the position before any posting or bidding occurs. If an employee is reclassified to a higher classification as a result of working outside his/her job description, the position shall not be posted or bid.

Listings of all required bargaining unit openings will be posted in every building in a public place, the District website, and email. Summer vacancies shall be posted for seven (7) calendar days and shall be the closing date for application and shall set forth the position, location, shift, wage range, anticipated starting date, and job qualifications. The message shall include the job opening, location, the hours, the shift, and the closing date for submitting a request for the opening. Employees are required to apply online through [www.mentorschools.net](http://www.mentorschools.net) to be considered for a vacancy.

When positions become vacant, the Board shall not reduce the contracted hours for the purpose of reducing employee health benefits by posting the vacant position for less than the previously contracted hours; nor shall any reduction be arbitrary or unreasonable.

If a position is created, or a position is anticipated to be vacant for more than sixty (60) days based upon available information, this position shall be posted and shall be filled by a bargaining unit member. However, if the vacancy is a result of an employee on paid sick leave or medical leave, the position may be filled by a substitute employee and the contracted employee, upon return from leave, shall be returned to his/her pre-leave position.

- C. **LONG TERM SUBSTITUTES** – A committee of two (2) Association members designated by the Association President and two (2) Administration members shall be established to address the long-term substitute issue primarily, but not exclusively, for Classroom Assistants. The Committee shall be charged with conducting a monthly audit.

D. **TRANSFERS**

1. **Involuntary Transfer** – The Superintendent or his/her designees retain the right to transfer employees involuntarily in the best interest of the district; however, such transfers shall not be arbitrary or unreasonable. If a member of the bargaining unit is involuntarily transferred, the bargaining unit member will be placed on a pay step equal to or next higher than the employee's current pay rate.
  - a. **Non-emergency Transfer** – Prior to effecting any non-emergency transfer, the employee so affected shall be notified in person and in writing of the impending transfer, the reason therefore, and the anticipated date of the transfer. Should the employee determine to do so, he/she may, in writing, request that the Superintendent review the decision to transfer.
  - b. **Emergency Transfer** – In an emergency as determined by the Administration, an involuntary transfer may be made without prior notification, provided, however, the employee so transferred shall be entitled within three (3) workdays following the transfer to a written explanation for the transfer. Within three (3) workdays following receipt of the written explanation, the transferred employee shall have the right to request in writing that the Superintendent review the transfer.
2. **Voluntary Transfer** – Employees may request transfers under the following conditions:
  - a. Any employee who desires a transfer for the succeeding contract year may request a transfer by stating to the Director of Human Resources in a written letter of the intent the transfer sought and the reason(s) therefore. Each such request shall be answered whether the request was granted or denied. No later than February 1 of each year, transfer forms shall be available for employees in each building and at the Human Resources Office. The deadline for such requests shall be March 1 of the year proceeding the contract year for which the requested transfer is sought.
  - b. When job openings as herein defined are posted, any employee may request a transfer to the posted location by delivering in writing a request to be transferred to the Director of Human Resources no later than 4:00 p.m. of the fifth posted workday announcing the position.

- c. (1) A bargaining unit member voluntarily transferring to a lower paying wage rate classification shall be placed on the same pay "step" that he/she was on in the previous classification. This may increase or decrease his/her current hourly wage rate.
- (2) When a voluntary transfer places the bargaining unit member in a higher classification, the bargaining unit member will be placed on the pay step for the new position at a wage increase of no less than thirty-five cents (\$.35).
- d. When a bargaining unit member is awarded a position and there is less than ninety (90) scheduled workdays prior to the end of the current contract year, the bargaining unit member shall be advanced one additional step the following contract year.

**E. PROBATIONARY PERIODS** – The successful bidder for a job vacancy shall be entitled to a probationary period of thirty (30) workdays. The period may be extended or shortened by agreement of the employee, the Administration and Association. At the employee's request, the supervisor will make a reasonable effort to meet at about the mid-point of the probationary period to discuss the employee's performance. The probationary period may be extended one (1) time for no more than thirty (30) workdays. At the end of the probationary period, the bidder shall be awarded a contract for the new position or returned to his/her former position.

During the probationary period, the employee's former position may be filled by substitutes or in any other manner deemed appropriate by the Administration, including leaving the position vacant.

**F. JOB DESCRIPTIONS**

A Job Description/Evaluation Committee shall be convened and the evaluation component shall be completed by the expiration of the contract. The committee shall be comprised of the Superintendent and three (3) employees appointed by the Superintendent and the Association President and three (3) bargaining unit members appointed by the Association President. Any new or updated job descriptions shall be approved by consensus of the committee. Job descriptions that are updated do not require Board approval.

The Board shall have written job descriptions for all classified positions outlining the general duties and responsibilities of each classification. It is agreed that such job descriptions are intended to assist employees in the classified service in understanding the scope of their regular work. Employees shall not regularly be assigned work that is not within or related to work in their job description. It is nonetheless agreed that employees are obligated to perform the work to which they are assigned and may not refuse assignments on account of an assigned task not being within the written job classification, except for safety reasons as provided by law. An alleged improper assignment may be grieved.

Each employee in the classified service shall be given a copy of the employee's job description and the Association shall likewise be entitled to copies of job descriptions of classified employees in the bargaining unit.

G. **NUTRITION SERVICES**

1. A Nutrition Services Employee who works more than twenty (20) uninterrupted workdays in a higher classification shall receive, retroactive to the first workday, the regular rate of the higher classification on their current step. (Example: Step 3 server to middle school cook is paid Step 3 middle school cook rate.) A break of five (5) workdays or less shall not be considered an interruption in meeting the twenty (20) uninterrupted workday requirement.
2. A Nutrition Services Employee who works temporarily in a higher classification shall do so on a voluntary basis, based on building seniority, and it shall not be construed to replace the filling of a permanent vacant position. (Building Seniority, Article XII, A., 5.)
3. Nutrition Services Managers shall participate in the employment interview and evaluation of employees in the Nutrition Services Department.
4. A Nutrition Services employee will have the ability to punch-in and out for the breakfast programs in the elementary schools.
5. During the open exam schedule at the high school, only essential employees will be contracted to work. Essential employees will be determined by the High School Manager and Nutrition Services Director.
6. For inservice days that are non-contracted days for Nutrition Services employees, inservice opportunities will be offered to Nutrition Services employees on designated days, but Nutrition Services employee attendance will be voluntary and those attending will be compensated at their hourly rate for the time attended at the inservice workshop.
7. A Nutrition Services employee will have flexible break time that can be taken any time between punch-in and punch-out.
8. The Nutrition Services Director will have the ability to reassign server positions to upgraded prep server positions as needed.
9. Effective for the 2006-07 school year, current Nutrition Services employees contracted for less than six (6) hours per day shall be offered, by seniority, vacancies in the We Care program at the We Care wage rates. Hours in such positions will be counted toward the hours for insurance eligibility.
10. For the life of the contract, qualified current Nutrition Services employees will be given first opportunity for summer seasonal work under Article VIII (H).
11. A committee comprised of the Nutrition Services Director and two (2) additional administrators appointed by the Superintendent shall meet with three (3) Association members appointed by the President to explore options, if any, for the redistribution of hours in Nutrition Services among current employees following the retirement or resignation of Nutrition Services employees for the purpose of qualifying for insurance benefits.
12. During the high school open exam schedule, Nutrition Services employees may be assigned to assume duties in other locations where substitutes are needed. Prior to the exam period, high school Nutrition Services employees will be asked to volunteer for assignments. If qualified, volunteers will be assigned. If there are no volunteers, the least senior qualified employee will be assigned. Assignment under this provision will not result in loss of regular pay. All high school Nutrition Services employees will be afforded the opportunity to attend inservices offered during the high school open exam period. This provision applies only to the high school open exam period.

13. The Board shall obtain a membership to the School Nutrition Association which covers all Nutrition Services staff. Professional development opportunities will be provided on established district professional development days as well as any additional hours required to obtain Level One (1) of certification and shall be paid in accordance with the agreement.

H. **DR. JACQUELINE A. HOYNES SCHOOL** - The HQ CARES Classroom Assistants shall wear the CARES uniform.

I. **SUMMER WORK (SEASONAL)** – If an employee desires to work summer positions (seasonal), the employee must submit a letter of interest to the Human Resources Office no later than April 1 of each year. These seasonal positions include custodial, building and grounds, and clerical. Wages shall be in accordance with the seasonal pay schedule. Said seasonal work may not be applied towards vacation or holiday eligibility. The Board shall have the sole discretion to determine who is hired.

If the Board employs an employee for seasonal work, the Board has the right to hire that individual at the first step. The Board, at its own discretion, may hire a bargaining unit member at a higher level on the salary schedule, but if that employee is rehired in subsequent years, that employee shall be paid at least at the level of the previous year.

J. **TRAINING** – The Board will, during the term of this agreement, offer inservice training opportunities for employees in each of the promotional chains, plus school bus operators and other members of the bargaining unit where appropriate. The parties will discuss specific plans for this inservice in the mutual problem solving committee.

With ten (10) calendar days' advance notice, a bargaining unit member will adjust his/her work hours within his/her regularly scheduled work week to attend inservice training opportunities.

The Board shall provide restraint training for all Classroom Assistants/HQ Classroom Assistants, HQ CARES Classroom Assistants, and Bus Assistants and the Board shall provide re-certification of the restraint training prior to expiration or renewal of the restraint training.

## ARTICLE IX – JOB SECURITY

- A. **TERMINATION OR SUSPENSION** – No employee may be terminated, demoted, or suspended for more than three (3) days except by use of Section 3319.081 of the Ohio Revised Code. Any appeal by the employee of a termination, demotion, or suspension for more than three (3) days shall be in accordance with the Ohio Revised Code or federal statutes and will not be subject to the grievance procedure.
- B. **DISCIPLINE** – The Board shall follow the principles of progressive, corrective action or appropriate action with regard to any disciplinary action.

No employee may be disciplined or suspended *for three (3) days or less* without just cause and the due process provided in Article IV, B., 4., f. Any appeals shall be made under the grievance procedure.

Progressive discipline does not preclude immediate appropriate discipline in cases of serious offenses and/or overt actions.

- C. **PERSONNEL FILE** – No material other than pre-employment papers and pre-employment personal recommendations closed to the individual shall be placed in the files unless the employee has had an opportunity to read the material and affix his/her signature to said material. Such signature does not necessarily indicate agreement with the content. Upon written request by the employee, he/she shall be given access in the Human Resources Department to the evaluations and correspondence other than pre-employment papers and pre-employment recommendations that are contained in his/her personnel file.

The employee shall have the option of writing a counterstatement to the above material, and his/her statement shall be attached to the material in his/her file.

After examination of materials and upon written request, the employee shall receive a copy of said evaluation(s) or documents.

Any individual other than the employee and/or school officials requesting to review said employee's personnel file must follow the personnel file review procedure. The affected employee or designated representative has the right to be present or waive his/her right to be present during the examination of said file by non-school officials. The time set to review an employee's personnel file must be scheduled at a time that does not interfere with the employee's job responsibilities so long as the scheduling of such file review does not prevent the production of public records by the Board within a reasonable time.

## ARTICLE X – SUBCONTRACTING

The Board may subcontract work not customarily performed by bargaining unit members and not being performed by bargaining unit members on the effective date of this Agreement. Also, the Board may contract out similar work to that work permitted above if no qualified bargaining unit employee is available to perform it. However, the Board shall not subcontract if the result is to lay off employees or to deprive an available, qualified bargaining unit member of a work opportunity.

## ARTICLE XI – REDUCTION IN FORCE

- A. When for cause, the Board, upon the recommendation of the Superintendent, determines it is necessary to reduce the number of employees in any one or more classifications, reductions in such classification(s) shall be made in accordance with this article.
- B. In making any reduction in force pursuant to Section A hereof, the Board shall proceed to suspend contracts in accordance with the Superintendent's recommendation who shall, within each category of classified contract holders, recommend contract suspension in the following order:
1. Employees holding contract for not more than one (1) year, as provided in Section 3319.081 of the Ohio Revised Code, in inverse order of district seniority within the classification affected by the reduction in force;
  2. Employees holding two (2) year contracts, as provided in Section 3319.081 of the Ohio Revised Code, in inverse order of district seniority within the classification affected by the reduction in force;
  3. Employees holding "continuous" contracts, as provided in Section 3319.081 of the Ohio Revised Code, in inverse order of district seniority within the classification affected by the reduction in force.
- C. **IMPLEMENTATION** – An employee shall be notified in writing that his/her contract has been suspended on account of a reduction in force and shall be given five (5) workdays within which to notify, in writing, the Director of Human Resources of his/her intention to exercise the bumping right accorded in Sections C and D of this article. Bumping rights shall entitle an employee whose contract has been suspended on account of a reduction in force to displace an employee with less district seniority in one of the following:
- His/her current classification; or
  - Any lower classification in his/her current promotional chain; or
  - A classification not in his/her current promotional chain in which the employee previously worked in the Mentor Exempted Village School District (homogeneous classification),

The final employee so displaced shall be the one with the least district seniority in the classification to which the employee bumps.

When for cause, the Board, upon recommendation of the Superintendent, determines a reduction in force is necessary; the Computer Technician positions shall be laid off or displaced prior to the PC/Network Technician positions being laid off or displaced.

- D. **BUMPING RIGHTS** – Any person bumped on account of a reduction in force shall have the same rights to bump as accorded any one affected by the reduction in force.

Classroom Assistants and Highly Qualified Classroom Assistants shall have the right to bump one another under this Article; however, a Classroom Assistant cannot bump a Highly Qualified Classroom Assistant working in a Title I program.

- E. **NOTIFICATION OF LAYOFF** – Employees whose contracts have been suspended pursuant to this Article XI, shall be notified by the Treasurer's Office in writing as soon as practicable following Board action to effect a reduction in force. Notices of contract

suspension shall state the effective date of the suspension and, to the extent circumstances permit, shall afford no less than thirty (30) calendar days' notice prior to the effective date. A notice of less than thirty (30) calendar days shall in no way affect the effective date. Notices shall be mailed by certified mail to the last known address of the affected employee(s). All employees shall be responsible for providing the Board with their current residence address.

- F. **RECALL** – For each classification, the Superintendent, or his/her designee, shall establish a recall list on which shall be set forth the names of employees in the affected classification whose contracts have been suspended and the order of suspension. Employees whose continuing contracts have been suspended shall have the first right of restoration to continuing contract status in order of seniority in the district if and when positions in their classification become available.

Other employees whose contracts have been suspended shall have recall rights to a position in the same classification after all eligible continuing contract employees have been recalled. Recall rights for these employees shall be in accordance with district seniority in the classification in which a position becomes available.

Continuing and limited contracted employees shall be eligible to remain on the recall list for three (3) years.

Without regard to the nature of the contract suspended, no employee eligible for recall shall have any right, by reason of a recall, greater than reinstatement of the suspended contract. Employees who are recalled shall retain all previously accumulated seniority and sick leave, but time spent on suspension pursuant to this Article XI, shall not be calculated in determining seniority for any purpose.

When a bargaining unit member has the opportunity to bump an employee with less district seniority in accordance with this Article, Section C., but chooses to be displaced into a lower classification in his/her current promotional chain or a classification not in his/her current promotional chain where the wage is less than another position that is available to him/her at the time of the displacement, he/she shall waive his/her rights to be recalled to any job classification he/she bypassed in the bumping process. This clause shall not limit or deny a bargaining unit member's right to be recalled to a position that was not available to him/her at the time of the reduction in force.

When the Board determines to initiate a recall, the employees to be recalled shall be sent notice by certified mail, return receipt requested, to the address on file, in which notice shall be set forth the date the employee is expected to return to work. The limit of the Board's responsibility in this regard shall be the sending of the notice by return receipt requested.

If, within ten (10) workdays of the postmarked date of the recall letter, the employee fails to report an intention to accept the recall, in writing, to an offer made by the Board, Superintendent, or his/her designee, the employee shall automatically be placed at the bottom of the recall list for a period not to exceed three (3) years. If an employee turns down a job offer, he/she shall be taken off the recall list. If an employee is offered a temporary position

and accepts that temporary position or turns down the temporary job offer, that employee shall not lose his/her place on the recall list.

## ARTICLE XII – SENIORITY

### A. SENIORITY DEFINED

1. **District Seniority** – District seniority shall be defined as the length of time a bargaining unit member has served continuously in the Mentor Exempted Village School District from the most recent date of hire, as a regular full-time or regular part-time employee.
2. **Department Seniority** – Department seniority is the length of time a bargaining unit member has served in one particular department.
3. **Job Classification Seniority**
  - a. **Lowest Classification** – The length of time served in the lowest classification in the promotional chain plus the length of time served in higher classifications in the promotional chain equals the seniority for the lowest classification in the promotional chain.
  - b. **Highest Classification** – The length of time served in the highest classification in the promotional chain equals the seniority for the highest classification served in the promotional chain and for any classification that has been skipped. If an employee is promoted or hired to a higher classification in a promotional chain and has skipped a classification(s), the classification(s) skipped shall carry the same first workday as the higher classification.
4. **Frozen Seniority** – The continuous length of service ceases for a period of time for the following reasons:
  - a. **Bargaining Unit** – Accrual of bargaining unit seniority ceases when the member leaves the bargaining unit for a period of time but remains an employee of the Mentor Exempted Village School District. When and if the employee returns to the bargaining unit, the member will then accrue seniority from the point of cessation.
  - b. **Department** – Accrual of department seniority ceases when the member leaves the department for a period of time but remains an employee of the school district. The employee may or may not continue to be a member of the bargaining unit. When and if the employee returns to the bargaining unit and/or to the same department from which the member left, the member will then accrue department seniority from the point of cessation.
  - c. **Classification** – Accrual of particular classification seniority ceases when the member leaves that particular classification and the department that incorporates said classification but remains an employee of the school district. The employee may or may not continue to be a member of the bargaining unit.
5. **Building Seniority** – Continuous length of service in a building.
6. **Seniority Year** – A year of seniority credit shall be determined by the individual contract for that employee (e.g., 177, 189, 205, 247, 261 days = 1 year of service).

B. **DEPARTMENT DEFINED** – A department is defined as a subset of the bargaining unit as described in Article I, Section B. A department may or may not provide for vertical movement. The following is the current listing of all departments.

1. **Departments Which Provide For Vertical Movement**

- a. Account Clerks
- b. Custodians
- c. Nutrition Services
- d. Maintenance
- e. Vehicle Technicians
- f. Secretaries
- g. Information Technology (IT) Technicians
- h. Classroom Assistants

2. **Departments Which Do Not Provide For Vertical Movement**

- a. Material Handlers
- b. EMIS Analysts
- c. Programmer/Operator
- d. School Bus Operators
- e. Switchboard Operator/Receptionist
- f. Transportation Dispatcher
- g. Cable Channel Programming Specialist
- h. Bus Assistants
- i. Library Assistants
- j. EMIS Coordinator
- k. Database Manager
- l. Groundskeepers
- m. Braillists
- n. Health Technician

C. **CLASSIFICATION DEFINED** – A classification is a subset of a department. Each classification has unique characteristics that distinguish it from all other classifications. A classification may be a subset of a department that provides for vertical movement or the classification may be a subset of a department that does not provide for vertical movement. See Sections B., 1. and B., 2., above.

D. **SENIORITY LIST**

1. **Posting of Seniority List** – A seniority list shall be posted on or before November 30 of each year. A copy shall be placed in each building/work site in a designated place. Said list shall be provided to the Association President on or before the date of the posting stating the official date of the posting. An official seniority list shall be maintained in the Human Resources Office and an updated copy shall be maintained on the District's intranet.

2. **Correction of Inaccuracies**

- a. **Challenge Period** – Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Board or its agents in writing

- of any inaccuracies which affect his/her seniority. The notification should be directed to the Human Resources Office
- b. **Investigation** – The Board or its agents shall investigate all reported inaccuracies.
  - c. **Notification** – Those individuals affected by a challenge shall be notified, as well as the Association President.
  - d. **Adjustments** – Once the investigation is concluded, adjustments shall be made if the challenge is correct.
  - e. **Recording Changes** – Changes shall be recorded in the official seniority list in the Human Resources Office, in the Association President's list, and in the list maintained on the District's intranet.

## E. **APPLICATION OF SENIORITY**

### 1. **Movement of Personnel**

- a. **Lateral Movement Defined**
  - (1) A move from one location (building) to a different location (building) within the same classification.
  - (2) A move from one location (within a building) to a different location (within the same building) within the same classification.
  - (3) A move from one position within a classification to a different position within the same classification.
- b. **Vertical Movement Defined** – A vertical move is defined as an up or down move in the promotional chain for those departments listed in B., 1., above.
- c. **Appointment, Assignment, and Transfer** – The criteria used in making all assignments, appointments, and transfers (except as otherwise provided in this Agreement) shall include the qualifications, skills, and abilities of staff members compared to those of other candidates both for the position to be vacated and for the position to be filled; the best interest of the school district, the length of service of employees in the school district (District Seniority A. 1.).
- d. **Promotional Chain**
  - (1) **Lateral Movement** – Except for Nutrition Services, when two (2) or more employees have equal qualifications for a job, the senior employee in the classification shall be given the job unless the best interest of the district dictates otherwise.

In the Nutrition Services Department when two (2) or more employees have equal qualifications for a job, the senior employee in the department shall be given the job unless the best interest of the district dictates otherwise.

- (2) **Vertical Movement** – Except for Nutrition Services, when filling a position within the promotional chain, the most senior candidate according to classification (numerical rank), within the department shall be given preference if the qualifications, skills, abilities, and/or the best interest of the district do not dictate otherwise. Except for Nutrition Services managers, in the Nutrition Services Department when two (2) or more employees have equal qualifications for a job, the senior employee in the department shall be given the job unless the best interest of the district

dictates otherwise. Nutrition Services Managers will be selected using the following criteria: The best interest of the Nutrition Services program (creativity, enthusiasm, based on management skills, organizational skills, and additional training). Department seniority will be considered.

- e. **Non Promotional Chain**
  - (1) **Movement Between Departments** – When no employee within a particular department bids on an available position, the most senior employee from another department shall be considered if the qualifications, skills, abilities and/or best interest of the district do not dictate otherwise (Department Seniority A., 2.).
  - (2) **Lateral Movement** – When two (2) or more employees have equal qualifications for a job, the senior employee in the classification shall be given the job unless the best interest of the district dictate otherwise (Classification Seniority A., 3.).

F. **NON-MOVEMENT OF PERSONNEL**

1. **Leaves of Absence**

- a. **Paid Leave** – An employee who is on a paid leave of absence shall accrue full seniority credit (District Seniority A., 1. -- Classification Seniority A., 3.).
- b. **Unpaid Leave**
  - (1) **Full Seniority Credit**
    - (a) An employee who is on the following unpaid leaves of absence, i.e., medical, worker's compensation, and military leave shall receive full seniority credit.
    - (b) An employee who is on other unpaid leave of absence but has been on active pay status for at least fifty percent (50%) of his/her contracted days shall receive full seniority credit (District Seniority A., 1. -- Classification Seniority A., 3.).
  - (2) **No Seniority Credit** – An employee who is on active pay status for less than fifty percent (50%) of his/her contracted year shall not accrue seniority credit for that given year.
  - (3) **Authorized Unpaid Leaves of Absence** – Authorized unpaid leaves of absence shall not constitute a break in service.

2. **Vacations**

- a. **Requests Submitted Prior To April 1** – If two (2) or more employees within the same building or classification request vacation time for the same time period, seniority shall prevail if the request is submitted by April 1 (District Seniority A., 1.).
- b. **Requests Submitted After April 1** – If an employee submits a vacation request after April 1, seniority shall prevail only if no other request has been approved for the same time period (same as above).

3. **Additional Work**

- a. **Involving One (1) Work Site** – Authorized additional time for a building or department need during the school year shall be offered on the basis of seniority and availability to work the scheduled time (District Seniority A., 1. -- Department Seniority A., 2.)

- b. **Involving More Than One (1) Work Site** – When no employee is available for or accepts additional hours, the work will be offered to employees in the same classification serving other buildings based on seniority and availability (Classification Seniority A., 3.).
  - 4. **Military Leave** – For the purposes of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof shall be counted in accordance with law.
  - 5. **Departments That Do Not Provide For Vertical Movement** – All departments that do not provide for vertical movement (B., 2.) shall have all questions of seniority governed by departmental seniority (A., 2.).
- G. **EQUAL SENIORITY** – A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior employees:
- 1. Years of continuous service as a regular employee in the Mentor Exempted Village School District. (District Seniority, Article XII A.1.)
  - 2. Previous interrupted service as a regular employee in the Mentor Exempted Village School District.
  - 3. A one-time flip of the coin shall be conducted in the presence of the Association President or his/her designee at the time of the annual posting of the seniority list and following expiration of the thirty (30) day challenge period.

## ARTICLE XIII – TRANSPORTATION

A. **SENIORITY** – The Supervisor of Transportation will prepare and post in the bus garage, no later than the start of any school year, a seniority list setting forth the name of each school bus operator and bus assistant and the most recent date of hire and the total amount of years, months, and days as a school bus operator and/or bus assistant (Department Seniority, Article XII, A., 2). In the event two (2) or more school bus operators and/or bus assistants have the same hire date, then seniority shall be determined by alphabetical order on the minutes of the Board for the meeting at which the school bus operators' contracts were approved by the Board. Effective August 15, 1993, accrual of seniority credit for leaves of absence shall be in accordance with XII, F. Should a school bus operator or bus assistant change classification(s) and then return, he/she shall be placed on the Transportation seniority list at a level that corresponds to the years, months, and days he/she accumulated as a school bus operator or bus assistant. If no written objection is filed with the Supervisor of Transportation by a school bus operator claiming error in the calculation of his/her seniority date within ten (10) days next following the posting date, the list shall be conclusive on all school bus operators and bus assistants and the Association. In the event a challenge is made to the list in the manner above described and such challenge is not resolved satisfactorily, the dispute shall be submitted to the grievance procedure at the final step. A new seniority list shall be posted each year, and the posting objection process detailed above shall be repeated.

B. **ROUTINE DUTY**

1. Routine duty shall include all duty which is part of a school bus operator's normal daily/weekly assignment. Each year prior to the beginning of the school year, each contracted school bus operator shall choose, by seniority, a routine duty assignment from a list of all anticipated a.m./p.m. routine duty assignments prepared by the Supervisor of Transportation. Routes selected by the school bus operators as their routine duty assignments shall include stops and street names. Some minor stop changes may occur to the route after it is selected. If a school bus operator selects a routine route which includes private schools that begin before Mentor Public Schools, the school bus operator will be responsible for transporting the private school students on their route prior to the Mentor Schools start date and shall not be eligible for a non-routine duty at this time. All paperwork shall be completed on paid time when the school bus operator is already on the clock but not driving unless specifically approved by the supervisor.
2. Each school bus operator and bus assistant may also elect to choose a mid-day assignment from a separate list of routes designated by the Supervisor of Transportation from all anticipated regular routine duty that is to be performed between the a.m. and p.m. (mid-day). A school bus operator or bus assistant shall hold only one (1) mid-day on route selection day and throughout the school year unless mid-days have gone through the entire seniority list, the remainder shall be offered by seniority.
3. Additional routine duty shall not be incorporated into a current route if it will extend the established time of the school bus operator, but shall be posted. In the event no one responds to the posting, the Administration may assign the duty to the least senior

school bus operator who is within the primary area of the posted duty, provided said duty would not extend that school bus operator's established time by more than ten (10) minutes, total, per day, per year, not to exceed thirty nine hours fifty nine minutes (39:59) per week.

- a. Additional "Special Needs" routine duty shall not be incorporated into a current specific "Special Needs" route if it will extend the established time of the school bus operator, but shall be posted. In the event no one responds to the posting, the Administration may assign the duty to the least senior "Special Needs" school bus operator who is within or closest to the primary area of the posted duty, provided said duty would not extend that school bus operator's established time by more than twenty (20) minutes total, per day, per year, not to exceed thirty-nine hours fifty-nine minutes (39:59) per week. School bus operators and bus assistants can be assigned to another school when time permits on "Special Needs" routes.
4. Summer routine duty assignments, excluding Safety Town, shall be posted in one calendar week blocks prior to the last workday of the regular school year. These assignments shall be selected on a seniority basis in the same manner as regular year routine assignments with the most senior employees having the right to select one or more of the weekly blocks.
5. When the Administration is aware of a school bus operator's extended absence and that school bus operator's regularly assigned work schedule includes a routine mid-day duty, such duty will be subject to the normal posting procedure described above and will be temporarily assigned until the absent school bus operator returns to work. Extended absence shall be defined as an absence which is expected to exceed ten (10) workdays. For absences not expected to last for more than ten (10) days, mid-day routine duties will be distributed by seniority to the regular school bus operators available according to the Daily Extra Duty Roster for that day.
6. In the event an established routine duty assignment becomes available during the school year, the duty shall be posted. The assignment shall be given to the most senior school bus operator who responds to the posting, in writing within two (2) school days of its posting provided such one has sufficient time to perform the duty without exceeding a thirty-nine hours fifty-nine minutes (39:59) work week.

No employee may change routes more than once during the school year. If an employee changes routes during the school year, his/her vacancy may be filled by a new employee without bidding for the remainder of the year.

7. No school bus operator's income will be cut because of a necessary change in routine duties that materially decreases the school bus operator's work time; however, the administration reserves the right to assign additional duties for the time the school bus operator is paid. A "material decrease" of routine duties is defined as more than ten (10) minutes per day.
8. A school bus operator who has had his/her routine duty time shortened below the guaranteed four (4) hours per day due to any situation must do the following:

- a. Submit documentation to the transportation office by Wednesday, 7:00 a.m. of the week prior to the affected changes, of their intended punch “ins” and punch “outs” for the affected days of that week. These punches must total four (4) hours per day and consist of a.m. and p.m.
  - b. The four (4) hours must fall within that school bus operator’s normal punches as listed on their “time sheets” on file in the transportation office as of Monday morning, 7:00 a.m. of the week prior to the changes. The transportation office may assign the affected school bus operator another school bus operator’s normal routine duty during those specified four (4) hours.
  - c. The affected school bus operator may sign non-routine duty postings. Non-routine duties may be assigned to the affected school bus operator based on the normal non-routine duty assignment process and the Rules and Regulations that govern that process.
9. When a regularly scheduled school bus operator returns from a leave of absence and his/her route has been split among other school bus operators during that leave, his/her route will be returned to the same route prior to the leave.
  10. When Mentor Public Schools are not in session, it is the responsibility of the school bus operator who services/goes into the non-public schools to have a backup route.
  11. **Bidding Rights While on Medical Leave** - In order to be eligible to select a route by seniority on route selection day in accordance with the Agreement, a school bus operator or bus assistant that has been on medical leave in accordance with Article VII. B. shall provide a medical statement to the Director of Human Resources from the employee’s physician releasing the employee to return to work prior to route selection day.

In the spring of each school year, school bus operators and bus assistants on medical leave shall receive a notice reminding them of this requirement.

This entire section shall not apply to employees on Worker’s Compensation leave.

School bus operators and bus assistants on medical leave who have not been released to return to work prior to route selection day, shall be entitled to a route in accordance with the Agreement after all eligible employees have selected their routes.

If new buses are delivered prior to the school year, a new bus shall not be assigned to a school bus operator on medical leave who has not been released to return to work prior to route selection day.

12. Bus Assistants shall also be governed by the current language of this section.

### C. **NON-ROUTINE DUTY**

1. Non-routine duty shall be deemed to include all driving (mandatory safety meetings are not considered non-routine duties) assignments other than routine. The assignment system described herein shall control assignment of all non-routine duties which shall be assigned only to school bus operators. A dispatcher may agree to

drive a non-routine duty for a particular day if an emergency situation arises and a school bus operator is not available to take the duty. A school bus operator assigned a field trip must work the work day before and the work day after the assignment. If the school bus operator does not work the required days, the school bus operator will be ineligible for field trip duties for seven (7) days. After the first occurrence in each school year, the seven (7) days will start when the school bus operator or bus assistant returns to work.

The most senior school bus operator (Department Seniority, Article XII, A., 2.) with less than forty (40) hours per week who has initialed and correctly checked the non-routine posting shall be assigned that duty. Eligibility can be verified by their time cards and the "Procedures for Governing Calculation of Time for Non-Routine Duty Assignments." Once all regular school bus operators have had the opportunity to obtain forty (40) hours in a given week, then the additional non-routine duty or duties shall be assigned to the most senior school bus operator who has initialed and correctly checked the non-routine posting.

All non-routine duty trips scheduled to leave on days when school is in session and regular school bus operators may not be available shall not be posted but will be distributed when possible to the regular school bus operators who are available responding to the extra duty roster for that day.

If in the judgment of the Transportation Supervisor or, in his/her absence, the designated person in charge of assigning duty, there is insufficient time to assign a school bus operator from the extra duty roster, then the non-routine duty may be assigned to any qualified school bus operator. Likewise, if an attempt is made to assign the non-routine duty from the extra duty roster and no regular school bus operator responds, the non-routine duty may be assigned to any qualified school bus operator. This procedure shall also apply to non-routine duty where the transportation department has less than one (1) school day notice even if regular school bus operators are available but in the judgment of the Supervisor or designee there is insufficient time to use the extra duty roster as a source of available school bus operators.

2. Approved non-routine duty trips will be posted seven (7) days prior to the day the non-routine duty is to be performed, or when received if less than seven (7) days prior notice is not possible. School bus operators who elect to bid on the posted non-routine duty shall initial and correctly check their names on the posting. After 7:00 a.m. on the day of the assignment, no one shall make any modifications in regards to initialing and/or checking of the posting. At 7:00 a.m. on the regular school day preceding the day on which the trip is taken, the posting shall be removed and the trip assigned to the most senior school bus operator who has initialed and correctly checked the posting.

No school bus operator shall return an assigned duty to obtain another duty which occurs during the same time frame (starting and ending time, inclusive) of the initial assignment. Once a school bus operator has received a field trip assignment, the school bus operator must complete that assignment and it cannot be returned unless the school bus operator has an emergency or an excused absence. If the trip is

returned, the school bus operator cannot receive another trip until the following Monday.

3. Assignments will be placed in the mailboxes of the school bus operators. School bus operators are obligated to check their own mailboxes.
4. When an overnight non-routine trip assignment is posted, any special conditions such as compensation and expected hours of work will be set forth in the notice. If meals and lodging are reimbursed, the amounts shall be governed by applicable Board policy. Rates of advancement shall be communicated to the school bus operator from the Transportation Supervisor prior to departure and shall be timely paid upon submission of receipts. Rates shall be usual, customary, and reasonable.
5. Non-routine duty assignment in excess of fifty (50) miles one-way from the bus compound shall be posted and assigned to a regular school bus operator, and a substitute school bus operator shall be assigned the selected school bus operator's routine duty. Special conditions dependent upon a particular assignment such as compensation arrangements for overnight duty shall be reduced to writing and signed by the school bus operator and the Supervisor or his/her designee. Non-routine duty assignments (specials) will not be assigned during the first two (2) weeks of each Mentor school year.

Non-Routine Duty assignments which are categorized as "specials" shall be governed by the "Procedures for Governing Calculation Of Time For Non-Routine Duty Assignments" and the current agreed to "specials" procedure. These "specials" will be revised annually and may be modified through mutual agreement of the Board and the Association.

6. In the event a non-routine duty is canceled without prior notice to a school bus operator who has accepted the non-routine duty, the school bus operator shall be entitled to two (2) hours of pay at the school bus operator's regular rate provided the scheduled but canceled non-routine duty was for a time after the school bus operator had completed the a.m. or p.m. routine duty for the day in question or was scheduled on a non-school day. If a non-routine duty is cancelled without prior notice, with the exception of specials and trips of fifty (50) miles or more, if time permits, the school bus operator shall complete any part of his/her p.m. routine duty with no additional compensation.

In the event a non-routine duty is canceled after the Transportation Office has closed for that work week, and there is less than three (3) hours prior notice to the school bus operator before posted departure time of said duty, the school bus operator shall be entitled to two (2) hours pay at the school bus operator's regular rate.

7. Routine and non-routine duty will only be paid at the school bus operator's straight time rate up to forty (40) hours in any regular pay week (Monday through Sunday). When a school bus operator's hours (routine and non-routine) extend beyond forty (40) hours, then that school bus operator will be paid in accordance with the overtime provision of this Contract.

8. In the event that a non-routine duty is scheduled at a time which is not an extension of a school bus operator's routine duty, and said duty takes less than two hours, the school bus operator will receive two hours pay at the appropriate rate.
9. Bus Assistants shall also be governed by the current language of this section.
10. A school bus operator who is absent for all or any portion of his/her regular daily assignment shall not be eligible to perform any non-routine duties that day.
11. A school bus operator or bus assistant who is absent for all or any portion of his/her regular daily assignment shall not be eligible to perform any overnight trips or any Saturday or Sunday trips in the week they are absent.

**D. WAITING TIME**

1. School bus operators and/or bus assistants will be compensated for all time (driving and waiting at destination) consumed in performance of the assignment.
2. Whenever plans for the duty indicate impractical excessive waiting at the destination, the prerogative is reserved to the Administration to direct the bus return from the deliver to return at the pick-up time. School bus operators on such duty will be paid no less than two (2) hours each way for the entire assignment.
3. School bus operators who spend waiting time at the destination during a non-routine trip must remain at the site of the field trip and be readily available to the teacher/supervisor/coach for the duration of the trip. Approximately one (1) hour for meals and necessary personal time shall be provided.

**E. BUS ASSIGNMENT – Mentor Public School buses will be assigned in accordance with the following procedures:**

1. Buses shall be grouped by model year prior to the start of the school year, in the assignment year.
2. School bus operators shall be assigned buses in accordance with the seniority list with newest buses being assigned to the most senior school bus operator. When new buses are delivered, the first bus put into road service shall be assigned to the most senior school bus operator eligible for a new bus.
3. It is not contemplated that the same school bus operator will be assigned a new bus more often than one (1) per each four (4) year period of service. Therefore, a new bus, when assigned to a school bus operator, will under normal circumstances, remove that school bus operator from eligibility for a new bus for four (4) years.
4. Buses other than new ones shall be assigned prior to the start of the school year on a year to year basis coordinated with the seniority list with the school bus operators at the top of the remaining list being assigned to the newest remaining buses. The assignments shall be continued on a normal rotation basis with changes brought about

by expansion or contraction of fleet, economic climate of the school district, and personnel changes.

5. New buses arriving after the start of the year will be assigned to replace the vehicle as determined by the supervisor and no further reallocation of vehicles shall occur mid-year.
6. The Administration reserves the right to retain for certain unique duty (such as special education) buses which are bought to serve that duty and include special features such as size or unique equipment needed to satisfy special (other than normal) uses or needs. In unusual situations, the Administration and Association President and Classification Representative of Transportation will meet to resolve concerns related to reasonable accommodation of the employee's health concern.
7. Buses may be reassigned to comply with current law. The reassignments shall occur to the least senior school bus operator.

F. **ABSTRACTS/SUPPLIES**

1. **Abstracts** – The district shall pay the cost of all abstracts ordered on contracted school bus operators from the Bureau of Motor Vehicles. School bus operators must report any violations and/or non-compliance issue to the Administration.
2. **Supplies** – Bus school bus operators' cleaning equipment and supplies will be provided at the expense of the district. The Administration shall determine the nature, quality, and quantity of all such supplies.

G. **MAINTENANCE/PRE-TRIP TIME** – All school bus operators shall receive sixty (60) minutes maintenance time per day for actual work performed to maintain their buses in accordance with those policies and procedures specifically promulgated for the transportation department. Additional appropriate time, as determined by the Supervisor of Transportation, may be given to properly maintain the buses in those situations where sixty (60) minutes would not be sufficient time in which to maintain the buses.

H. **CALAMITY DAYS** – If the Mentor Schools are not in session and a school bus operator regularly assigned to a non-public school routine duty is unable to work on account of a calamity closing the non-public school, the regularly assigned school bus operator shall have that day off with their regular pay (actual daily hours scheduled, no to exceed eight [8] hours), subject to the provisions of Article VI, D.

If Mentor Schools are in session and a school bus operator regularly assigned to a non-public school routine duty is unable to work on account of a calamity closing of a non-public school, the regularly-assigned school bus operator shall receive his/her regular pay for that day, subject to the provision of Article VI, D.

I. **LAY-OVER COMPENSATION** – School bus operators who are off-duty less than one (1) hour between duty assignments shall be compensated for the lay-over time but in no event longer than fifty-nine (59) minutes or the actual lay-over time, whichever is less.

J. **PHYSICAL EXAMINATION** – Annual physical examinations for school bus operators shall be at the expense of the Board. The Board will designate those facilities at which physical examinations will be conducted. In the event the school bus operator does not pass the school bus operator physical (T-8) administered by the Board physician, he/she may elect to be examined by their personal physician. The Board will reimburse the employee up to Thirty Dollars (\$30.00) for the examination. If the opinion of the Board's physician and the employee's physician conflict, a doctor selected by mutual agreement of the employee and the Administration will be consulted, at the Board's cost, whose decision shall be final.

K. **SCHOOL BUS OPERATOR TRAINING** – All assignments for school bus operator training shall be posted and assignments will be given to the most senior qualified school bus operator who requests the assignment. A school bus operator may only train one trainee at a time unless no other qualified school bus operator requests a training assignment. The assignment shall be for the length of time necessary to complete the training, but once the training is completed for that trainee, the trainer is free to bid and receive another training assignment. There are no restrictions on the number of summer assignments.

A "qualified trainer" must have completed at least three (3) years as a regular school bus operator in Mentor and have completed an advanced School bus operator Training course.

Once a training assignment is received and accepted, the trainer will meet with the trainee and submit to the supervisor an outline for training. The supervisor will review the outline and meet with the trainer if revisions are necessary. It is recognized that the outline is subject to change based upon special circumstances. The outline is intended to be flexible.

Compensation shall be at the appropriate hourly rate. If a trainer does not accept any training opportunities for a full school year, he/she shall forfeit his/her trainer status with the Mentor Schools.

L. **HOLIDAY TRIPS** – Routine duty assignments which fall on a holiday provided to school bus operators under Article VI, Section I., shall be first offered to the regular school bus operator who is assigned to that routine duty. If the regularly assigned school bus operator elects not to work on the holiday, the routine duty shall be posted and assigned to the most senior school bus operator in under forty (40) hours responding to the posting. Non-routine duty assignments that fall on said holidays and Independence Day shall be posted and assigned to the most senior school bus operator in under forty (40) hours responding to the posting.

M. **VAN** –A board-owned van may be used at the Dr. Jacqueline A. Hoynes School and the exterior of the van shall be clearly marked, "Dr. Jacqueline A. Hoynes School". Mentor Public Schools certified/licensed staff members may transport students enrolled in the Cardinal Autism Resource and Education School (CARES) during the school day. All transporting of CARES students enrolled at the Dr. Jacqueline A. Hoynes School to and from their residence and school shall be done in accordance with this Agreement. If and when the Board ceases to use Mentor Public Schools certified staff members to transport CARES students, the duty of transporting individual CARES students for their immediate needs shall become bargaining unit work for the Association.

All Transportation Department employees shall be scheduled to use the bus in transporting CARES students for:

- a. All field trips that include all community based outings that are part of the curriculum and scheduled for the year (e.g., bowling, gymnastics, swimming at the YMCA, etc.)
- b. All trips that are outside of Lake County, Ohio.
- c. All transportation of students between their residence and school and school and their residence each school day.
- d. Any activities that require more space than is available in the CARES van due to the number of students and staff.

The van assigned to the Dr. Jacqueline A. Hoynes School may be used by the Mentor Public Schools certified/licensed staff members assigned to the Dr. Jacqueline A. Hoynes School for the following:

- a. Transport students to and from job sites and other work related activities including interviews, work site exploration opportunities, etc.
- b. Transportation directly related to individual student's IEP goals, and objectives (e.g., student will demonstrate understanding of money skills by making a purchase at a store.)
- c. Unplanned last minute teachable moments directly related to a CARES student's ability to generalize skills learned in the classroom in the community.

- N. **ASSISTANTS** – Bus assistants will select routine duty in seniority order. The selection of routine duties will follow the selection of routine duties by the school bus operators on the same day. Qualified bus assistants will select field trips based on seniority and availability.
- O. **CAMERAS** - School bus operators and/or bus assistants assigned to buses with cameras shall be notified prior to the cameras being turned on.
- P. **VEHICLE TECHNICIANS** - Testing for Vehicle Technicians for recertification will be scheduled in cooperation with the Transportation Supervisor as professional days.
- Q. **INSURANCE ELIGIBILITY** – Each school bus operator and bus assistant shall be treated as a six (6) hour contracted employee for purposes of insurance eligibility. If insurance eligibility changes, the parties shall meet and bargain regarding insurance eligibility.

#### ARTICLE XIV – MANAGEMENT RIGHTS

- A. **MANAGEMENT RIGHTS** – The Association recognizes that, except as otherwise expressly limited in this Agreement, it is the exclusive function of the Board to maintain order, efficiency, and to generally operate the schools, its programs, training, and support functions; to hire, direct, classify, temporarily reassign, assign, schedule, transfer, evaluate, promote, demote, and lay off employees; to discipline, suspend, demote, to non-renew employees; or to terminate employees for just cause; to make, alter, and revoke rules and regulations to be observed by employees; to determine the classifications, size and duties of the work force; to determine levels of quality and quantity of work; to determine work methods, materials and equipment; to determine staffing patterns; to assign and allocate work within and among schools and other buildings operated or used by the Board as well as within and between departments; to reorganize, discontinue or enlarge any schools or departments or portions thereof and to generally carry out all other ordinary and customary functions of a Board of Education.
- B. **NOTICE OF RULES** – New or revised rules shall be given to the Association and posted ten (10) workdays in advance of enforcement.

## ARTICLE XV – WAGES

- A. **ENTRY LEVEL RATE** – Effective August 15, 2013, a One Percent (1%) increase to the employees' wage rate. Those eligible for a step shall receive Seventy-Five Percent (75%) of the value set forth in this agreement on Attachments A-1, A-3, A-5.

Effective August 15, 2014, a 0.65% increase to the employees' wage rate. Those eligible for a step shall receive Twenty-Five Percent (25%) of the value set forth in this agreement on Attachments A-2, A-4, A-6.

- B. **SERVICE CREDIT** – If the bargaining unit position is awarded to an employee who has substituted for the Mentor Schools for one hundred twenty (120) or more days within one school year, the employee shall be granted service credit for each year the employee served One Hundred Twenty (120) or more days as a substitute in the district. No service credit shall be awarded to employees who served as substitutes in other school districts.

For persons who were previously employed by Mentor Public Schools who have voluntarily terminated employment with the district through resignation, retirement or otherwise or who have previous experience in a similar position, the individual upon employment, shall be placed on the wage schedule for the appropriate classification as follows:

- Step 1: 0-3 years' experience
- Step 2: 4-6 years' experience
- Step 3: 7 plus years' experience

Any employee who moves to a classification resulting in greater earning potential shall be placed at a salary rate greater than what the employee is currently making. If an employee moves to a classification resulting in a reduction in earning potential, the employee shall move laterally to the step he/she has been currently given credit.

- C. **LONGEVITY** – Longevity payments shall be paid the second pay date of June and there shall be two (2) steps on each classified salary schedule, which shall be as follows:

1. Once an employee has been at the top of his/her respective salary schedule for three (3) consecutive years, he/she becomes eligible for the first additional step in the amount of Six Hundred Dollars (\$600.00).
2. Once an employee has been at the top of his/her respective salary schedule for ten (10) consecutive years, he/she becomes eligible for the next step on the salary schedule in the total amount of Eight Hundred Dollars (\$800.00).
3. Longevity according to this article shall begin at the completion of three (3) and ten (10) years at the top of the salary schedule and shall be paid at the above rates each year thereafter. One Hundred Twenty (120) days on active pay status during a contract year shall count as a completed year of service.

For any employee currently receiving longevity, he/she shall receive it in addition to any additional step.

For any other employee, eligibility for longevity may be delayed one (1) year for each new step added to his/her salary column; provided, however, that an employee will always receive the greater of the longevity or the step.

An employee may only move one (1) step level each year regardless of the number of new steps added.

5. **Promotion**

- a. Should any member of the bargaining unit during the current contract receive a promotion, placement on the new salary schedule at a step which will result in the employee receiving a wage rate equal to or higher to the wage rate received on the old schedule, the bargaining unit member will be placed on the pay step for the new position at a wage increase of no less than thirty-five cents (\$.35).
- b. Should any member of the bargaining unit who has previously qualified for longevity pay be promoted, said employee shall continue to receive that longevity pay.
- c. If the employee is currently receiving Eight Hundred Dollars (\$800.00) in longevity, said employee shall continue to receive Eight Hundred Dollars (\$800.00), but shall receive no additional longevity when he or she reaches the top of the salary schedule and would be otherwise qualified.
- d. In cases of promotion to a classification that has more steps, an employee currently receiving Six Hundred Dollars (\$600.00) in longevity shall continue to receive that amount for a total of seven (7) years, after which time said employee shall receive Eight Hundred Dollars (\$800.00) in longevity.
- e. All new employees hired for the 1989-90 school year, and all future employees, would receive longevity as follows:
  - (1) Any member of the bargaining unit who works a regular schedule of less than twenty (20) hours per week shall receive fifty percent (50%) of the longevity payment provided for in Article XV, C.
  - (2) Any member of the bargaining unit who works a regular schedule of twenty (20) or more hours per week shall receive the full longevity payment in Article XV, C., 1., 2.
  - (3) Upon promotion, said employees shall maintain said longevity according to c. and d., above, and will be eligible for full longevity payments according to Article XV, C., 1., 2., if subsequently employed for twenty (20) or more hours and meet the requirements of Article XV, C., 1., 2.

**D. STIPEND**

1. Effective 2013-2014, all employees shall receive a stipend in the sum of Three Hundred and Fifty Dollars (\$350.00). This payment shall be made with the paycheck to be issued on the first pay of December, 2013.
2. Effective 2014-2015, all employees shall receive a stipend in the sum of Three Hundred and Fifty Dollars (\$350.00). This payment shall be made with the paycheck to be issued on the first pay of December, 2014.

- E. **SERS** – Effective with Board ratification of this Agreement, the Board will in accordance with SERS and IRS guidelines pay the employee's contribution to SERS by effecting a uniform salary reduction. In order, however, that published salary schedules accurately depict the Board's salary obligations pursuant to this Agreement, all schedules shall set forth the salary which would be in effect but for this SERS provision together with a legend setting forth the fact that there has been a uniform reduction in order to achieve this benefit.

**ARTICLE XVI – FRINGE BENEFITS**

- A. INSURANCE BENEFITS** – The Board shall provide for all employees who work thirty (30) hours or more per week and so request at established registration times, single or family insurance as indicated by the employees to no less extent in coverage than what was in effect as of January 1, 2013, for dental programs and hospitalization and major medical coverage shall not be reduced below or increased above the Anthem Blue Cross insurance plan effective January 1, 2013. The base insurance plan is Anthem Blue Cross.

All employees who were employed on or before August 31, 2006, and are regularly scheduled to work less than thirty (30) hours shall pay insurance contributions listed in paragraph L. below.

All employees who are employed on and after September 1, 2006, and are regularly scheduled to work less than thirty (30) hours shall not be eligible for medical and drug insurance coverage.

Employees may select HMO coverage under the conditions stipulated herein.

The open enrollment period for members of the bargaining unit for purposes of making changes in the individual’s medical, dental, and vision programs made available by the Board of Education will be held during the first two weeks in December each year. Changes made during this time will be effective January 1. Members of the bargaining unit will be provided an appropriate notice of the open enrollment period. The open enrollment period may be subject to change but only with the consent of the Board and the Association.

For the open enrollment period, the Board shall offer a side-by-side insurance option.

- B. LIFE INSURANCE** – In addition, the Board shall provide at no cost to the employees who are regularly scheduled to work ten (10) hours per week or more Forty-Five Thousand Dollars (\$45,000) face value life insurance.
- C. DENTAL AND VISION COVERAGE** –The following dental and vision coverage is available to eligible employees who work thirty (30) hours or more per week. Employees who regularly work twenty (20) hours but less than thirty (30) hours per week may elect to receive dental and vision insurance by paying the percentage of the applicable premium for such coverage as set out in Paragraph L below. For example, an employee assigned to twenty-four (24) hours per week may receive single dental coverage by paying Forty-Three Percent (43%) of the single premium for dental coverage. If an employee who works twenty (20) hours but less than thirty (30) hours per week is eligible for the insurance waiver and opts to receive the waiver, he/she may purchase the dental and/or vision coverage by paying the percentage of the applicable premium.

**DENTAL**

Dependent Age	21/25
Annual maximum	\$1,250
Orthodontist– Lifetime maximum	\$1,000

VISION

Dependent Age	21/25
Exam	\$ 65
Frames	\$ 90

<u>Lenses</u>		<u>Contact Lenses</u>	
Single	\$ 60	Cosmetic	\$125
Bifocal	\$100	Medically Necessary	\$150
Trifocal	\$125		
Lenticular	\$225		

Any other levels of coverage in effect as of September 1, 2010, shall remain in effect.

- D. **SPECIFICATIONS** – The Board shall have the right to determine the carriers of these insurance programs provided there is no compromise in coverage from that provided as of September 1, 2010. The Board shall provide to each employee the specifications of the programs for the above insurance programs within thirty (30) days of any change in coverage or carrier.
  
- E. **PRE-ADMISSION DIAGNOSTIC TESTING** – In the event an employee is scheduled to be admitted to a hospital the Board agrees, to the extent the employee would not be fully covered, to pay or supplement the cost of all diagnostic tests the employee has performed on an out-patient basis. This provision shall be limited to only those diagnostic tests that, but for having been performed on an outpatient basis, would have been ordered and performed on the employee while an in-patient. Further only those tests the Board's carrier would have paid if done as an in-patient will be paid for by the Board.
  
- F. **OUT-PATIENT SURGERY** – Should an employee have the option of having surgery done on an out-patient or in-patient basis, the Board will, if the surgery would be covered under the Board's policy if done on an in-patient basis, pay the cost of the out-patient surgery or supplement the cost thereof if the Board's carrier would only pay a portion of the out-patient surgery.
  
- G. **INSURANCE BENEFITS FOR RETIRED OR RESIGNING STAFF MEMBERS**
  - 1. **Retiring Staff Members** – Staff members who resign effective at the termination of their working period or at the end of a school year are provided the option of receiving their total remaining earnings at that time. In that event the Board shall have no further responsibility for providing any fringe benefits as set forth in this Agreement. In the event a resigning staff member elects to continue his/her normal pay period through to the point when total earnings would have been paid, the Board shall continue to be obligated to provide fringe benefits to the point where total earnings have been paid. Staff members who begin work after January 1 shall be given the option at that time of receiving all monies they will earn during the normal working year with the last check received after completion of services to the Board and termination of fringe benefits at that time. Staff members beginning work after January 1 may choose to receive total earned compensation over the remaining portion of the normal contract year with fringe benefits to continue to the end of that period.

2. **Resigning Staff Members** – Resigning staff members may elect to have life insurance coverage converted to an individual policy upon application to the carrier within thirty-one (31) days after termination of employment. The conversion of any other insurance benefit to an individual policy shall be made in accordance with the terms and conditions of the contract then in force between the Board and the provider of such insurance coverage. The Board will inform the appropriate insurance carrier of such conversions requested by employees.

H. **HMO** – Staff members who select the Health Maintenance Organization (HMO) coverage must make their decision within the guidelines and time frame established by the HMO; staff members selecting HMO coverage must remain in the HMO program for a one-year period unless said program is withdrawn by the HMO group. In the event the cost of single HMO coverage exceeds the Board's equivalent cost of single Board-sponsored coverage, the employee shall make up the difference. Likewise, if the cost of family HMO coverage exceeds the Board's equivalent cost of family Board-sponsored coverage, the employee shall make up the difference. If the HMO program selected by the employee costs less than the cost of the appropriate hospitalization/surgical medical coverage, the Board's obligation will be limited to the actual cost of the HMO coverage selected.

I. **DISTRICT-WIDE INSURANCE COMMITTEE** – The Association and the Board agree to participate in a district-wide committee to study and develop recommendations designed to cause the medical benefits program to become more cost efficient. The committee will include equal representation from the Mentor Classified Employees, the Mentor Teachers Association, and the Administration.

The committee will meet as needed but not less than four (4) times per year at scheduled times. The committee's studies will include, but not be limited to, the following areas:

1. Developing an understanding of the medical benefits program;
2. Identifying various options to reduce the costs associated with the program;
3. Developing strategies that, if implemented, will reduce the costs within the program;
4. Developing and implementing strategies for educating employees regarding employee benefits.

The members of the committee will be empowered to make recommendations relating to the medical benefits program.

If the recommendations are contrary to provisions of this contract, then following ratification by the Association and the Board, the committee's recommendations will be written in the form of a Memorandum of Understanding.

J. **TAX SHELTERING SECTION 125 PLAN** – The Board will allow before-tax deductions for insurance and other IRS pre-tax deductions.

**K. EMPLOYEE HEALTH CARE INSURANCE CONTRIBUTION**

1. For those bargaining unit members initially employed on and after September 1, 2006, an employee must be regularly scheduled to work at least thirty (30) hours per week to be eligible for health care insurance coverage and the following contributions shall apply:
2. For those bargaining unit members employed on or before August 31, 2006, the following contributions will apply:

Effective August 15, 2013:

30 or more contracted hours per week	10% of Single premium 10% of Family premium
25-29.99 contracted hours per week	32.5% of Single or Family premium
20-24.99 contracted hours per week	54.5% of Single or Family premium
Less than 20 contracted hours per week	not eligible for insurance coverage

Effective January 1, 2014 and 2014-2015:

30 or more contracted hours per week	15% of Single premium 15% of Family premium
25-29.99 contracted hours per week	32.5% of Single or Family premium
20-24.99 contracted hours per week	54.5% of Single or Family premium
Less than 20 contracted hours per week	not eligible for insurance coverage

3. If the bargaining unit member had Ninety-Five Percent (95%) or above attendance rate in the 2012-2013 school year, the amount of increase of an employee's annual premium contribution during 2013-2014 over 2012-2013 will not exceed the additional monies that employee receives in 2013-2014 over 2012-2013 as a result of the increase in the base compensation and stipend. Personal leave, vacation, in-service time, up to three (3) days of bereavement sick days, and long-term absences approved by management shall not be counted against the Ninety-Five Percent (95%). If the employee does not meet the Ninety-Five Percent (95%) attendance standard, she/he will be required to pay the full Fifteen Percent (15%) insurance premium contribution with no offset. The offset shall be paid to eligible bargaining unit members in the last pay of the 2013-14 school year.

This same formula shall be applied to the 2014-2015 school year based on 2013-2014 attendance. The offset shall be paid to eligible bargaining unit members in the last pay of the 2014-15 school year.

## ARTICLE XVII – RETIREMENT/SEVERANCE

- A. **RETIREMENT** – All eligible employees in the bargaining unit are obligated to participate in the School Employees Retirement System of Ohio.
- B. **SEVERANCE ON RETIREMENT** – When a member of the bargaining unit retires from active service under the provisions of the School Employees Retirement System and such employee has been, at the time of retirement, in the continuous service of this school district for at least five (5) full years preceding retirement, upon application, he/she shall be eligible for a severance benefit calculated in accordance with Section C. of this article.
- C. **SEVERANCE CALCULATION** –
1. Severance benefits shall be calculated by multiplying the retiree's daily rate of contracted for pay at the time of retirement by Thirty-Five Percent (35%) of the total number of accumulated, unused sick leave days.
  2. Severance benefits for school bus operators and bus assistants shall be calculated by multiplying the retiree's daily rate by the average hours worked during the last year of employment, not to exceed eight hours and shall be paid Thirty-Five Percent (35%) of the total number of accumulated, unused sick leave days.
- The sick leave/severance payment shall eliminate all sick leave credit accrued by the employee. Payment may be made only once and then only upon notification by the School Employees Retirement System that the employee is eligible for retirement. Should an employee die while in the service of the Board, the estate of the deceased employee shall be paid the severance benefit calculated as is specified in this Section C.
- D. **PROOF OF RETIREMENT ELIGIBILITY** - Severance pay will be issued after proof of eligibility of retirement has been provided to the payroll department within the Treasurer's office. Proof will consist of a copy of the identification card issued by the retirement system or a copy of the first check issued.

## ARTICLE XVIII – MISCELLANEOUS

- A. **CERTIFICATION OR LICENSING** – The Board recognizes that certification or licensing is required for certain positions in the classified service. Where such licensing or certification is required, the applicant for such a position shall submit satisfactory evidence of the licensure or certification prior to the Superintendent's recommendation for appointment. In addition thereto, he/she shall produce on request at any time subsequent to the original appointment satisfactory evidence of good standing in respect to such licensure or certification.

A Classroom Assistant who is a Highly Qualified Paraprofessional shall be placed in wage classification III. The test to qualify as a Highly Qualified Paraprofessional shall be offered to all Classroom Assistants at Board expense.

- B. **HEALTH EXAMINATIONS** – Upon request, either prior to appointment or any time subsequent thereto, employees in the classified service may be required to present satisfactory evidence of having passed a health examination which may now or hereafter be required by the Board or the Superintendent. Such examinations shall be conducted by a Board or Superintendent-designated physician or by the appointee/employee's private locally situated physician provided the physician is one approved in advance by the Superintendent. Except in the case of an examination done prior to appointment, all such examinations shall be at the expense of the Board.

The Board shall establish from time to time those tests that it may require employees or candidates for appointment to take and pass. It is agreed such tests as are prescribed by the Board will be reasonably related to the employee's job category and the maintenance of a healthful environment for Board employees and the school children of the district.

- C. **TRAVEL EXPENSE** – Travel expenses for normal work activities and for approved attendance at conferences, workshops, and the like will be reimbursed one time per month at a mileage rate equal to the per mile allowance rate utilized by the Internal Revenue Service. Modification of the rate up or down will be made effective January 1 of each year. Such requests for travel expenses shall be made on forms to be supplied by the district. No request for expenses shall be submitted for travel of three (3) miles or less in any one month.
- D. **SOLICITATION** – No employee in the bargaining unit shall solicit any other employee of the district or student to purchase any item, chance, or thing of value unless the same be part of a recognized and approved program of the district (e.g., circus tickets and the like).
- E. **NON-SCHOOL EMPLOYMENT** – Employees in the bargaining unit who secure non-school employment shall not permit such non-school employment to interfere with his/her prime responsibility to the district, the education program and students. Such employment shall not adversely affect the school system.

## **ARTICLE XIX – DISTRICT MUTUAL PROBLEM SOLVING COMMITTEE**

The Board and the Association agree to meet at least four (4) times a year over the term of this contract to discuss mutual problems and concerns as a school family.

Composition of the committee shall be for the Board: The Superintendent and three other designees; and for the Association: The President, Vice President, and two representatives. The committee at its first meeting shall develop a set of protocols by which these meetings are to be conducted. The Superintendent, after consultation with the President, shall convene the first meeting by October 1, at which time the calendar shall be developed.

At the end of each meeting of the DMPSC, the committee will identify agreed-upon actions and who will be responsible for implementing the actions, and the time line for implementation. These items will be published in the association newsletter.

**ARTICLE XX – EFFECTS OF AGREEMENT**

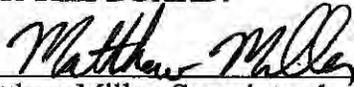
- A. **FORM** – This Agreement shall be compiled into a booklet form entitled, *Agreement Between the Mentor Board of Education and the Mentor Classified Employees, 2013-2015*, and shall be signed by the President of the Board and the chief negotiator and the President of the Association and the chief negotiator; and shall be printed and bound, along with a table of contents by the Board, in a professional manner within thirty (30) days of agreement; and a copy shall be given to all affected employees. The Association shall be given fifty (50) additional copies. All new employees shall be provided with a copy no later than their first day of employment.
- B. **DURATION** – This Agreement shall be effective September 1, 2013, and shall continue to be in full force and effect until 12:01 a.m. on September 1, 2015.
- C. **SEPARABILITY AND SAVINGS** – If any article or section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by a court pending a final determination of validity, the remainder of this Agreement shall not be affected thereby.

In the event any article or section has been held invalid as set forth above, the parties shall enter into immediate collective bargaining negotiations, at the request of the Association, for the purpose of arriving at a mutually satisfactory replacement for such article or section. If the parties cannot reach agreement, either party may initiate the impasse resolution provision of Article II.

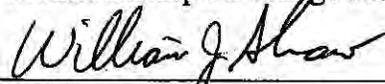
The conditions, requirements, and stipulations enumerated in this Agreement constitute the complete and sole contract between the Mentor Board of Education and the Mentor Classified Employees. No other conditions, stipulations, or requirements (either verbal or written) will be recognized unless mutually agreed upon or required under Ohio Revised Code Chapter 4117.

- D. **AGREEMENT** – This Agreement made and entered into this 10<sup>th</sup> day of September, 2013, by and between the Board of Education of the Mentor Exempted Village School District ("Board") and the Mentor Classified Employees/OEA/NEA ("Association").

**FOR THE BOARD:**



Matthew Miller, Superintendent  
Mentor Exempted Village School District

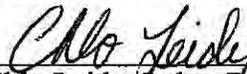


William Shaw, President  
Mentor Board of Education

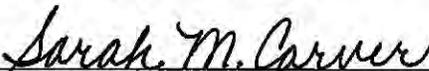


Daniel Wilson, Chief Financial Officer  
Mentor Exempted Village School District

**FOR THE ASSOCIATION:**



Chlo Leidy, Labor Relation Consultant,  
Ohio Education Association



Sarah M. Carver, President  
Mentor Classified Employees

**ATTACHMENT A-1 – WAGE RATES (1%)  
EFFECTIVE AUGUST 15, 2013 THROUGH AUGUST 14, 2014**

	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS VI</b>	<b>CLASS VII</b>	<b>CLASS VIII</b>	<b>CLASS IX</b>
<b>Step</b>	• Bus Assistant • Classroom Assistant	• Office Aide • Record Clerk • Highly Qualified Classroom Assistant	• Health Technician • Brailist • Groundskeeper • Library Assistant • Secretary I	• HQ CARES Classroom Assistant • Account Clerk • Secretary II	• Secretary III	• Secretary IV • Switchboard Operator/ Receptionist • Transportation Dispatcher	• Custodian I
1	11.65	12.18	14.11	14.88	15.91	15.98	16.21
2	12.18	12.77	14.77	15.56	16.44	16.71	16.65
3	12.72	13.37	15.41	16.23	17.21	17.39	17.24
4	13.24	13.97	16.14	16.85	17.76	18.15	17.76
5	13.86	14.58	16.73	17.49	18.51	18.80	18.31
6	14.47	15.24	17.39	18.19	19.14	19.50	18.91
7	15.10	15.75	18.02	18.80	19.84	20.24	19.53
8				19.44	20.52	20.93	20.24
9				20.10	21.21	21.62	20.92
10				20.77	21.90	22.36	
11						23.05	

	<b>CLASS X</b>	<b>CLASS XI</b>	<b>CLASS XII</b>	<b>CLASS XIII</b>	<b>CLASS XIV</b>	<b>CLASS XV</b>	<b>CLASS XVI</b>	<b>CLASS XIX</b>
<b>Step</b>	• Account Clerk II • Computer Technician • Secretary V	• Material Handler • Custodian II	• Account Clerk III • EMIS Coordinator	• Custodian III	• School Bus Operator • Custodian IV • Maintenance I • Vehicle Technician I	• Maintenance II • Vehicle Technician II	• Programmer /Operator • PC Network Technician	• EMIS Analyst • Database & Information Manager
1	16.63	17.24	17.39	18.33	18.98	21.62	23.05	28.65
2	17.39	17.76	18.19	18.98	19.57	22.51	24.85	30.48
3	18.19	18.31	18.91	19.56	20.23	23.38	26.77	32.37
4	18.91	18.90	19.72	20.16	20.76	24.25	28.65	34.41
5	19.72	19.44	20.45	20.78	21.45	25.09	30.48	36.40
6	20.45	20.01	21.21	21.40	22.07	26.00	32.37	38.57
7	21.21	20.59	21.99	22.40	22.67	26.86	34.41	40.73
8	21.99	21.25	22.73	22.84	23.38	27.71		
9	22.73	21.87	23.50	23.45	24.07	28.60		
10	23.50	22.51	24.25			29.45		
11	24.25		25.00			30.33		

\* Excludes Cable Channel Programming Specialist (Classification XVII) and Food Service Employees (Classification XVIII).

**ATTACHMENT A-2 - WAGE RATES \*(0.65%)  
EFFECTIVE AUGUST 15, 2014 THROUGH AUGUST 14, 2015**

	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS VI</b>	<b>CLASS VII</b>	<b>CLASS VIII</b>	<b>CLASS IX</b>
<b>Step</b>	• Bus Assistant • Classroom Assistant	• Office Aide • Record Clerk • Highly Qualified Classroom Assistant	• Health Technician • Brailist • Groundskeeper • Library Assistant • Secretary I	• HQ CARES Classroom Assistant • Account Clerk • Secretary II	• Secretary III	• Secretary IV • Switchboard Operator/ Receptionist • Transportation Dispatcher	• Custodian I
1	11.73	12.26	14.20	14.98	16.01	16.08	16.32
2	12.26	12.85	14.87	15.66	16.55	16.82	16.76
3	12.80	13.46	15.51	16.34	17.32	17.50	17.35
4	13.33	14.06	16.24	16.96	17.88	18.27	17.88
5	13.95	14.67	16.84	17.60	18.63	18.92	18.43
6	14.56	15.34	17.50	18.31	19.26	19.63	19.03
7	15.20	15.85	18.14	18.92	19.97	20.37	19.66
8				19.57	20.65	21.07	20.37
9				20.23	21.35	21.76	21.06
10				20.91	22.04	22.51	
11						23.20	

<b>V</b>	<b>CLASS X</b>	<b>CLASS XI</b>	<b>CLASS XII</b>	<b>CLASS XIII</b>	<b>CLASS XIV</b>	<b>CLASS XV</b>	<b>CLASS XVI</b>	<b>CLASS XIX</b>
<b>Step</b>	• Account Clerk II • Computer Technician • Secretary V	• Material Handler • Custodian II	• Account Clerk III • EMIS Coordinator	• Custodian III	• School Bus Operator • Custodian IV • Maintenance I • Vehicle Technician I	• Maintenance II • Vehicle Technician II	• Programmer /Operator • PC Network Technician	• EMIS Analyst • Database & Information Manager
1	16.74	17.35	17.50	18.45	19.10	21.76	23.20	28.84
2	17.50	17.88	18.31	19.10	19.70	22.66	25.01	30.68
3	18.31	18.43	19.03	19.69	20.36	23.53	26.94	32.58
4	19.03	19.03	19.85	20.29	20.89	24.41	28.84	34.63
5	19.85	19.57	20.58	20.92	21.59	25.25	30.68	36.64
6	20.58	20.14	21.35	21.54	22.21	26.17	32.58	38.82
7	21.35	20.72	22.13	22.34	22.82	27.03	34.63	40.99
8	22.13	21.39	22.88	22.99	23.53	27.89		
9	22.88	22.01	23.66	23.60	24.23	28.79		
10	23.65	22.66	24.41			29.64		
11	24.41		25.16			30.53		

\* Excludes Cable Channel Programming Specialist (Classification XVII) and Food Service Employees (Classification XVIII).

**ATTACHMENT A-3 – WAGE RATES  
CABLE CHANNEL PROGRAMMING SPECIALIST  
CLASSIFICATION XVII**

**EFFECTIVE AUGUST 15, 2013 THROUGH AUGUST 14, 2014**

<b>Step/Exp.</b>	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>Ph.D.</b>
0	1.000	1.000	1.171	1.196	1.221	1.286
	42,633	42,633	49,923	50,989	52,055	54,826
1	1.080	1.080	1.242	1.272	1.302	1.373
	46,044	46,044	52,950	54,229	55,508	58,535
2	1.146	1.146	1.313	1.348	1.384	1.460
	48,857	48,857	55,977	57,469	59,004	62,244
3	1.211	1.211	1.384	1.424	1.465	1.546
	51,629	51,629	59,004	60,709	62,457	65,911
4	1.277	1.277	1.455	1.500	1.546	1.633
	54,442	54,442	62,031	63,950	65,911	69,620
5	1.343	1.343	1.525	1.577	1.628	1.720
	57,256	57,256	65,015	67,732	69,407	73,329
6	1.409	1.409	1.596	1.653	1.709	1.807
	60,070	60,070	68,042	70,472	72,860	77,038

**ATTACHMENT A-4 – WAGE RATES  
CABLE CHANNEL PROGRAMMING SPECIALIST  
EFFECTIVE AUGUST 15, 2014 THROUGH AUGUST 14, 2015**

<b>Step/Exp.</b>	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>Ph.D.</b>
0	1.000	1.000	1.171	1.196	1.221	1.286
	42,910	42,910	50,248	51,320	52,393	55,182
1	1.080	1.080	1.242	1.272	1.302	1.373
	46,343	46,343	53,294	54,582	55,869	58,915
2	1.146	1.146	1.313	1.348	1.384	1.460
	49,175	49,175	56,341	57,843	59,387	62,649
3	1.211	1.211	1.384	1.424	1.465	1.546
	51,964	51,964	59,387	61,104	62,863	66,339
4	1.277	1.277	1.455	1.500	1.546	1.633
	54,796	54,796	62,434	64,365	66,339	70,072
5	1.343	1.343	1.525	1.577	1.628	1.720
	57,628	57,628	65,438	67,669	69,857	73,805
6	1.409	1.409	1.596	1.653	1.709	1.807
	60,460	60,460	68,484	70,930	73,333	77,538

**ATTACHMENT A-5 – WAGE RATES (1%)  
 FOOD SERVICE EMPLOYEES – CLASSIFICATION XVIII  
 EFFECTIVE AUGUST 15, 2013, THROUGH AUGUST 14, 2014**

Step	Server	Prep/ Server	Server/ Satellite	Head Cashier/ Vending Hostess	Satellite Line Coordinator/ Middle School Cook	High School Cook	Middle School Manager	High School Satellite Manager
1	10.91	11.28	11.65	12.01	12.18	12.60	15.91	15.98
2	11.42	11.77	12.18	12.49	12.77	13.21	16.44	16.71
3	11.94	12.29	12.72	12.91	13.37	13.83	17.21	17.39
4	12.51	12.83	13.24	13.56	13.97	14.29	17.76	18.15
5	13.19	13.45	13.86	14.17	14.58	15.05	18.51	18.80
6	13.83	14.09	14.47	14.77	15.24	15.67	19.14	19.50
7					15.75	16.22	19.84	20.24
8					16.30	16.75	20.52	20.93
9								21.62
10								22.36
11								23.05

**ATTACHMENT A-6 – WAGE RATES (0.65%)  
 FOOD SERVICE EMPLOYEES  
 EFFECTIVE AUGUST 15, 2014, THROUGH AUGUST 14, 2015**

Step	Server	Prep/ Server	Server/ Satellite	Head Cashier/ Vending Hostess	Satellite Line Coordinator/ Middle School Cook	High School Cook	Middle School Manager	High School Satellite Manager
1	10.98	11.35	11.73	12.09	12.26	12.68	16.01	16.08
2	11.49	11.85	12.26	12.57	12.85	13.30	16.55	16.82
3	12.02	12.37	12.80	12.99	13.46	13.92	17.32	17.50
4	12.59	12.91	13.33	13.65	14.06	14.38	17.88	18.27
5	13.28	13.54	13.95	14.26	14.67	15.15	18.63	18.92
6	13.92	14.18	14.56	14.87	15.34	15.77	19.26	19.63
7					15.85	16.33	19.97	20.37
8					16.41	16.86	20.65	21.07
9								21.76
10								22.51
11								23.20

**ATTACHMENT B**

**WORK YEAR CATEGORIES**

<b>CATEGORY 1</b> (177-189 days)	<b>CATEGORY 2</b> (205 days)	<b>CATEGORY 3</b> (225 days)	<b>CATEGORY 4</b> (247 or 261 days)	<b>CATEGORY 5</b> (261 days)
Bus Assistant Brailist	Secretary I, II, III	Cable Channel Programming Specialist	Account Clerk I, II, III	Material Handler
Classroom Assistant/HQ Classroom Assistant	Library Assistant		Record Clerk	Custodian I, II, III
Nutrition Services Server			Secretary III, IV, V	Groundskeeper
Nutrition Services Prep/Server			Switchboard Operator/ Receptionist	Maintenance I, II
Nutrition Services Server/Satellite				PC/Network Technician
Nutrition Services Head Cashier				Transportation Dispatcher
Nutrition Services Vending Host(ess)				Vehicle Technician I, II
Nutrition Services Satellite Line Coordinator				Programmer/ Operator
Nutrition Services Middle School Cook				EMIS Analyst
Nutrition Services High School Cook				Computer Technician
Nutrition Services Middle School Manager				EMIS Coordinator
Nutrition Services Satellite Manager				Database & Information Manager
Nutrition Services High School Manager				
Office Aide				
School Bus Operator				
Groundskeeper (8 month)				
Health Technician				
HQ CARES Classroom Assistant				

## ATTACHMENT C

### PROMOTIONAL CHAINS AND NON-PROMOTIONAL CHAINS

#### CLASSIFICATIONS IN PROMOTIONAL CHAINS:

##### SECRETARIES

Office Aide  
Secretary I  
Secretary II  
Secretary III  
Secretary IV  
Secretary V

##### CLASSROOM ASSISTANTS

Classroom Assistant/HQ Classroom Assistant  
HQ CARES Classroom Assistant

##### INFORMATION TECHNOLOGY TECHNICIANS

Computer Technician  
PC/Network Technician

##### ACCOUNT CLERKS

Record Clerk  
Account Clerk I  
Account Clerk II  
Account Clerk III

##### CUSTODIANS

Custodian I  
Custodian II  
Custodian III

##### VEHICLE TECHNICIANS

Vehicle Technician I  
Vehicle Technician II

##### NUTRITION SERVICES EMPLOYEES

Server  
Prep/Server  
Server/Satellite  
Head Cashier/Vending Host(ess)  
Satellite Line Coordinator/Middle School Cook  
High School Cook  
Middle School Manager  
High School Manager/Satellite Manager

##### MAINTENANCE

Maintenance I  
Maintenance II

#### CLASSIFICATIONS IN NON- PROMOTIONAL CHAINS:

Brailist  
Bus Assistant  
Cable Channel Programming Specialist  
Database & Information Manager  
EMIS Analyst  
EMIS Coordinator  
Groundskeeper  
Health Technician  
Library Assistant  
Material Handler  
Programmer/Operator  
School Bus Operator  
Switchboard Operator/Receptionist  
Transportation Dispatcher

**MENTOR CLASSIFIED EMPLOYEES**

**GRIEVANCE PROCEDURE**

**STEP II**

Grievant \_\_\_\_\_

Department \_\_\_\_\_

Date of Occurrence \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_

I. STATEMENT OF GRIEVANCE

[Include reference to contract section(s) and page(s)]

II. BASIS OF GRIEVANCE

[Include appropriate names and dates and attach applicable correspondence]

III. REMEDY SOUGHT

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Date

c: Administration  
Association

**EXHIBIT B**

**MENTOR PUBLIC SCHOOLS**

**REQUEST FOR PERSONAL LEAVE**

Check appropriate box:  Certified  Classified

With the exception of an unforeseen emergency, employees must submit to the Principal or appropriate supervisor a properly completed form at least **five (5) workdays prior** to the actual date of the proposed leave. After an emergency situation, the employee is required to submit this form within five (5) workdays following his/her return to work.

NAME \_\_\_\_\_ SCHOOL/LOCATION \_\_\_\_\_

GRADE SUBJECT OR POSITION \_\_\_\_\_ SUBSTITUTE REQUIRED? \_\_\_\_\_

DATE(S) REQUESTED FOR PERSONAL LEAVE \_\_\_\_\_  
Month Day(s) Year

WHOLE/PARTIAL DAY:  ¼ day  ½ day  ¾ day  Full day

IF LESS THAN A FULL DAY, SPECIFY HOURS OF ABSENCE: \_\_\_\_\_

**PLEASE CHECK REASON FOR REQUEST:**

- a. TO TRANSACT PERSONAL BUSINESS.
- b. BEREAVEMENT THAT IS NOT COVERED BY THE SICK LEAVE POLICY.
- c. EMERGENCY BEYOND THE EMPLOYEE'S CONTROL.  
Such circumstances are defined as certain broad events that cannot be anticipated or avoided. This completed form must accompany the certification of absence form and be submitted within five (5) workdays after the employee returns to work.
- d. OTHER GOOD AND JUST CAUSES.

**CLEARLY STATE PURPOSE OR CAUSE ON THE LINES BELOW FOR:**

1. A request for two (2) or more consecutive days of personal leave.
2. This application submitted with fewer than five (5) workdays notice before the event.
3. Subsection "d" is checked above.

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF EMPLOYEE \_\_\_\_\_ DATE \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_ DATE \_\_\_\_\_  
Appropriate Principal/Supervisor

- APPROVED \_\_\_\_\_ DATE \_\_\_\_\_
- NOT APPROVED Director of Human Resources
- DEDUCT

**EXHIBIT C**

**FMLA LEAVE FORM**

**Certification of Health Care Provider  
(Family and Medical Leave Act of 1993)**

1. Employee's Name	2. Patient's Name <i>(if different from employee)</i>
--------------------	---

3. Page 4 describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition<sup>1</sup> qualify under any of the categories described? If so, please check the applicable category.

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_ (6) \_\_\_\_\_, or None of the above \_\_\_\_\_

4. Describe the **medical facts** which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

5. a. State the approximate **date** the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present **incapacity**<sup>2</sup> if different):

b. Will it be necessary for the employee to take work only **intermittently** or to **work on a less than full schedule** as a result of the condition (including for treatment described in Item 6 below)?

If yes, give the probable duration:

c. If the condition is a **chronic condition** (condition #4) or **pregnancy**, state whether the patient is presently incapacitated<sup>2</sup> and the likely duration and frequency of **episodes of incapacity**<sup>2</sup>:

<sup>1</sup> Here and elsewhere on this form, the information sought relates **only** to the condition for which the employee is taking FMLA leave.

<sup>2</sup> "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

- 
6. a. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments.

If the patient will be absent from work or other daily activities because of **treatment** on an **intermittent** or **part-time** basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

- b. If any of these treatments will be provided by **another provider of health services** (e.g., physical therapist), please state the nature of the treatments:
- c. **If a regimen of continuing treatment** by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

- 
7. a. If medical leave is required for the employee's **absence from work** because of the **employee's own condition** (including absences due to pregnancy or a chronic condition), is the employee **unable to perform work** of any kind?

- b. If able to perform some work, is the employee **unable to perform any one or more of the essential functions of the employee's job** (the employee or the employer should supply you with information about the essential job functions)? If yes, please list the essential functions the employee is unable to perform:

- c. If neither a. nor b. applies, is it necessary for the employee to be **absent from work for treatment**?
-

- 
8. a. If leave is required to **care for a family member** of the employee with a serious health condition, **does the patient require assistance** for basic medical or personal needs or safety, or for transportation?
- b. If no, would the employee's presence to provide **psychological comfort** be beneficial to the patient or assist in the patient's recovery?
- c. If the patient will need care only **intermittently** or on a part-time basis, please indicate the probable **duration** of this need:

---

Signature of Health Care Provider

---

Type of Practice

---

Address

---

Telephone Number

---

Date

---

**To be completed by the employee needing family leave to care for a family member:**

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

---

Employee Signature

---

Date

---

A "**Serious Health Condition**" means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

**Inpatient care** (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity<sup>2</sup> or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity<sup>2</sup> of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity<sup>2</sup> relating to the same condition), that also involves:

- (1) **Treatment<sup>3</sup> two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
- (2) **Treatment** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment<sup>4</sup>** under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to **pregnancy**, or for **prenatal care**.

4. Chronic Conditions Requiring Treatments

A **chronic condition** which:

- (1) Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- (2) Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and
- (3) May cause **episodic** rather than a continuing period of incapacity<sup>2</sup> (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of **Incapacity<sup>2</sup>** which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, or for a condition that **would likely result in a period of Incapacity<sup>2</sup> of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

This optional form may be used by employees to satisfy a mandatory requirement to furnish a medical certification (when requested) from a health care provider, including second or third opinions and recertification (29 CFR 825.306).

*NOTE:* Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

<sup>3</sup> Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

<sup>4</sup> A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

**MEDICAL RELEASE**

I authorize the release of any medical information necessary to process the above request.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



OHIO EDUCATION ASSOCIATION

Rebecca L. Higgins, President  
Scott W. DiMauro, Vice President  
Tim Myers, Secretary-Treasurer  
Larry E. Wicks, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

September 25, 2013

**VIA ELECTRONIC MAIL**

Administrator  
State Employment Relations Board  
65 E. State Street, 12th Floor  
Columbus, OH 43215-4313

Re: Case No.: 2013-MED-04-0476  
Negotiated Agreement between the Mentor Board of Education  
and  
The Mentor Classified Employees

Dear Administrator:

The Mentor Exempted Village and the Mentor Classified Employees reached an agreement for a successor contract effective September 1, 2013 through August 31, 2015. Attached is an electronic copy of the final executed Agreement.

Please verify your receipt of the aforementioned document via an electronic confirmation to my office.

Thank you for your assistance in this matter.

Sincerely,

Chlo Leidy  
Labor Relations Consultant

CL:kz

Enclosures

c: Tim Sheeran, Legal Counsel (Via Electronic Mail)  
Sarah Carver, MCE President (Via Electronic Mail)  
Kathy Burnett, Director of Human Resources, Mentor Schools (Via Electronic Mail)

