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## ARTICLE I

### PREAMBLE

Agreement entered into by and between the Mississinawa Valley Local School Board of Education, hereinafter referred to as the "Board" and the Mississinawa Valley Local Employees Association Chapter #523, Ohio Association of Public School Employees, hereinafter referred to as the "Association".

## ARTICLE II

### GENERAL

#### 2.1 Management Rights

A. The Mississinawa Valley Local Board of Education has the right:

1. To maintain executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
2. To hire all employees and, subject to the provisions of law and this agreement, to determine qualifications and the terms of their continued employment or dismissal or discipline for just cause; and to promote and transfer all such employees to the extent as set forth in this agreement and the law.
3. To delegate authority through recognized administrative channels according to current Board Policy.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such terms are in conformance with the constitution and the laws of the United States.

#### 2.2 Employee Rights

A. The employees recognizing Board management rights do declare that in the exercise of the above management rights that the employees shall:

1. Be afforded procedural due process in all matters of discipline and dismissal.
2. Be allowed representation during Disciplinary hearings.

## ARTICLE III

### RECOGNITION

#### 3.1 LABOR/MANAGEMENT COMMITTEE

In the interest of sound contract administration and bilateral communication, a joint committee composed of five (5) OAPSE Chapter #523 representatives and five (5) board appointed representatives, one from each party who may rotate on an as needed basis, will convene at the request of either party to discuss subject(s) of contractual concern to

either party. It shall be the expressed purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Said meeting(s) shall be scheduled at a time mutually agreed upon and minutes shall be kept and distributed thereafter to all meeting participants. The Labor/Management Committee does not have the power to change the contract but to make recommendations for change to the Mississinawa Valley OAPSE Chapter #523 and the Mississinawa Valley Board of Education.

- 3.2 The Board recognizes the Association as the sole and exclusive bargaining representative for all non-teaching employees including all full-time and regular short hour employees in the following positions or classifications: custodians, paraprofessionals, secretaries, bus drivers, bus mechanic, cooks, and attendants.

For the purpose of the Agreement the following positions or classifications are excluded from the above-described bargaining unit: all central office clerical employees (administration building), buildings and grounds supervisor, and cafeteria manager.

- 3.3 For the purpose of this Agreement, Section 3.1 shall be considered as a combined unit defined as the Bargaining Unit. Recognition shall be for the duration of this Agreement, or until such recognition is challenged according to law.
- 3.4 The term employee as used in this Agreement shall refer to those persons included in the bargaining unit as defined in this section.
- 3.5 The scope of bargaining shall include Wages, Hours, Terms and Conditions of Employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

#### ARTICLE IV

##### INTENT TO NEGOTIATE

- 4.1 The President of the Association shall notify the Board of Education or their designated representative, in writing, by March 31, 2018 prior to the expiration date, of the intent to open negotiations. Formal negotiations should begin thirty (30) days after receipt of said notification.

#### ARTICLE V

##### RIGHTS OF INDIVIDUALS

- 5.0 Individuals shall be given the opportunity to express their views to the Board representatives at any scheduled negotiation meeting providing that negotiations shall be conducted only with the Association. All members of the Association Negotiating Committee shall have the right to express their views during negotiations and shall be free from reprisal or intimidation during and after completion of negotiations.

#### ARTICLE VI

##### NEGOTIATING TEAMS

- 6.1 The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed six (6), no less than two (2) members each.

- 6.2 While no final Agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams.

## ARTICLE VII

### NEGOTIATING MEETINGS

- 7.1 Upon written request for negotiation meetings, both parties will establish a mutually agreeable site, date, and time for the meeting following provisions noted in Article IV.
- 7.2 Once the meeting date, time, and place has been established by both parties, the following procedure will be followed: in the first meeting, the Association shall present all inclusive, their written proposals and give an explanation if requested. The second meeting will be scheduled to give the Board sufficient time to return with written counter proposals and Board-initiated proposals and render an explanation if requested. Subsequent meetings will be held to negotiate the proposals until a tentative agreement is reached on the proposals.
- 7.3 Each negotiation meeting will be held in closed session with only the negotiating team present.

## ARTICLE VIII

### CAUCUS

- 8.1 Upon the request of either party, the negotiating meeting shall be recessed to permit the requesting party a mutually agreeable time to caucus.

## ARTICLE IX

### EXCHANGE OF INFORMATION

- 9.1 The Superintendent shall furnish the Association, and the Association shall furnish the Superintendent, upon reasonable request, all available information pertinent to the issues under negotiations such as, financial condition of the district by the Superintendent or comparable wages and conditions by the Association.

## ARTICLE X

### IMPASSE PROCEDURE

- 10.1 In the event an agreement is not reached by negotiations after 75 days of full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse. If one party requests submission of the disagreement at a mediation, at least two more negotiation sessions shall be held within the next fifteen days. These sessions shall be of sufficient duration assure complete discussion of the issues at impasse. If no agreement is reached, both parties shall agree to submit to the Federal Mediation and Conciliation Service.
- 10.2 Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties

have solidified and the parties have become intransigent pertaining to resolved negotiation issues.

- 10.3 If impasse is declared by either party, it is with the understanding that proceedings are declared on all the issues where agreement has not been reached by either party.
- 10.4 The parties shall jointly prepare a request for a Federal Mediator and direct such request to the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
- 10.5 The mediator has no authority to bind either party to any agreement.

## ARTICLE XI

### GRIEVANCE PROCEDURE

- 11.1 The following grievance procedure will be used by all employees in the bargaining unit. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of a specific section of the written Agreement entered into between the Board of Education and the bargaining unit. A grievant shall mean a person alleging that some violation, misinterpretation, or misapplication of the aforementioned Agreement has actually occurred.

Except for oral and written reprimands, an appeal of discipline shall be made in accordance with the procedure set forth in Article XXXI. Said procedure shall be the exclusive appeal procedure, notwithstanding the procedure set forth in O.R.C. 3319.081.

The following steps shall be adhered to by all parties:

- Step One: Any employee with a grievance shall approach his principal or immediate supervisor within ten (10) days in an attempt to resolve the matter informally.
- Step Two: In the event the grievance is not resolved to the satisfaction of the employee within five (5) days, he shall set forth his complaint in writing to his immediate supervisor. The supervisor shall communicate his decision to the employee and the Superintendent in writing within five (5) days of the receipt of the written complaint.
- Step Three: If the grievance is not resolved, the grievance shall be presented to the Superintendent of the Mississinawa Valley Local School District in writing within five (5) days. In addition to considering the report submitted by the supervisor, the Superintendent may confer with any or all parties to the grievance. The Superintendent shall communicate his decision in writing to the employee within five (5) days of the receipt of the appeal. If a formal hearing is requested by either party, additional five- (5) days, if needed, shall be granted.
- Step Four: If the grievance has not been resolved, the employee shall request a review by the Board of Education. The request must be submitted in writing within five (5) days after the Superintendent's decision to the Treasurer of the Board of Education who shall attach all reports and forward the request to the President of the Board of Education. The Board shall conduct a formal hearing, request additional information in the

form of briefs from any or all parties and review previously submitted reports and communications before rendering a final decision. The grievance will be given to the employee and the Superintendent within thirty (30) calendar days.

Step Five: If the action taken in Step Four by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the Association or if no decision has been rendered by the Superintendent within five (5) days, the association may notify the Board in writing of its intent to submit the grievance to advisory arbitration. Any failure to invoke Step Five within five (5) days of the receipt of the Step Four answer will be considered as the parties having reached a satisfactory resolution of the alleged grievance.

Upon receipt of the notice of intent to submit the grievance to advisory arbitration, the parties, within five (5) days thereafter submit a request to the American Arbitration Association to provide the parties with a panel of seven (7) arbitrators with selection to be made in accordance with the voluntary rules of the American Arbitration Association. The Board and the Association shall equally share the fees and expenses of the arbitration proceedings. Each party will be responsible for the fees and expenses of its representation.

The arbitrator shall review the grievance and submit his/her decision to the parties. The arbitrator's decision shall be advisory to all parties. The arbitrator shall not have the power to ignore, add to, subtract from, or modify the negotiated policies and the arbitrator may consider only the specific language of this agreement and render his/her decision on the issues presented on the basis of the reliable, substantial and preponderance of the evidence in the record of the proceedings. Only grievance as defined herein shall be subject to arbitration. All issues of procedural arbitrability will be heard and decided by the arbitrator prior to hearing the substantive issues or merits of a grievance.

The Board shall take necessary action within two (2) regularly scheduled Board meetings after receipt of the arbitrator's decision. No further action may be taken on the matter after thirty (30) days of the Board's action.

#### Miscellaneous:

1. The term "day" is defined as the Aggrieved employee's working day during the school year or week days (excluding holidays) during vacation periods, except during summer months when administrative work days shall apply.
2. All documents, communications and records dealing with the proceedings of a grievance shall be filed separately from the grievant's personnel file.
3. The parties agree that time limits in the grievance procedure may be extended and that steps in the grievance procedure may be eliminated. These provisions must be mutually acceptable to both parties.
4. No reprisals of any kind shall be taken by the Board or by any number of the administration against any party in interest, any member of the grievance committee or any other participant in the grievance procedure by reason of such participation.

5. A grievance may be withdrawn at any level without prejudice or record.
6. No employee shall file a grievance after the effective date of his resignation.
7. The following items shall not be the basis of any grievance filed under this procedure:
  - a. Failure to act on a transfer of an employee when the employee requesting transfer has not placed his signature on the permanent posting roster of the position to be filled.
  - b. Any claim of complaint for which there is another remedial procedure forum established by law or regulation having the force of law including any matter subject to the procedures specified in the Revised Code of Ohio.
  - c. Failure to re-employ or the termination of service of any limited contract does not provide a basis for grievance.
8. Processing of grievance shall be during non-school hours, not during the working hours of the grievant unless approved by the Superintendent.
9. Forms for processing grievances shall be made available through all administrative offices and the central administration office, and OAPSE President.
10. While a grievance is in process of resolution, records of the grievance proceedings shall be confidential information.
11. In the event that the employee organization does not wish to recommend support to the aggrieved, assistance may be provided to all individuals in the area of proper procedure. Action and official position of the employee organization may take place at any level of the proceedings, but no grievance shall go to Step Four except with consent of the OAPSE Chapter #523 grievance committee.

## ARTICLE XII

### AGREEMENT

- 12.1 When an agreement is reached on those matters being negotiated, the tentative agreement of the parties shall be reduced to writing and submitted to the Association for ratification. Within twenty (20) calendar days from the time the Agreement, ratified by the Association, is presented to the Board, the Board will take action upon the recommendation submitted.
- 12.2 When approved by the Board, the Agreement shall be signed by both parties and ratification shall become a part of the official minutes of the Board.
- 12.3 All negotiated benefits shall be implemented by the parties and become effective as agreed to between the parties, but under no event shall any benefits lapse during the course of negotiations.
- 12.4 This agreement, when adopted and signed by the Association and the Board, shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms of this Agreement.

## ARTICLE XIII

### CONSISTENCY WITH LAW

- 13.1 If any provision of an Agreement between the Board and the Association shall be found contrary to law, then such provision or application shall not be valid, but all other provisions or applications shall continue in full force and effect. Any provision found contrary to law shall be changed to conform with the law through the negotiation process.

## ARTICLE XIV

### CODIFY NEGOTIATED AGREEMENTS

- 14.1 Following the culmination of these negotiations, the parties agree to codify the negotiated agreement, to print such Master Agreement, and to issue said Master Agreement to all bargaining unit employees.

## ARTICLE XV

### TRANSFERS, VACANCIES, SENIORITY, LAYOFF-RECALL

- 15.1 When a job vacancy occurs that the Board has determined to fill or when a new job position is created, notice of the opening shall be posted once in the District electronic folder and in conspicuous places in all buildings for a minimum of seven (7) calendar days. The notice of the opening shall contain a general description of the position's duties, title, intended work location, wage rate(s), normal work hours, and qualifications.
- A. Qualified employees may submit a written application and/or electronic notification of interest for the position to the Superintendent within the seven- (7) calendar day posting period. The Superintendent shall consider all persons applying for the opening.
  - B. Where the qualifications of the applicants are equal, current employees, in order of district wide seniority, shall be given preference for the opening, if the opening would result in the assignment of a current employee to a new classification.
  - C. Nothing contained in this section shall restrict the Superintendent's right of assignment of duties or work location of an employee within an employee's job classification.
- 15.2 Seniority shall be defined as follows:
- 1. System seniority - length of employment with the Board as computed from the employee's most recent date of hire into a regular position.
  - 2. Classification seniority - length of employment in a particular job classification as computed from the employee's most recent date of entry into such job classification as a regular employee.

- 15.3 Employees who have held or hold positions in more than one classification will retain their classification seniority in each of these classifications for the purpose of reduction-in-force situations but seniority starts at Step 0 in the new classification.

Example: An employee who serves 10 years as a paraprofessional transfers to a secretarial position. Upon being rified in his/her secretarial position can bump any paraprofessional with less than 10 years experience.

- A. Job classifications shall be defined as:

Attendant	Custodian
Paraprofessional	Bus Mechanic
Bus Driver	Secretary
Cook	

- B. A break in service due to a layoff or a long-term leave of absence without pay (thirty [30] days or more) shall not result in a loss of seniority nor shall such absence period add to seniority.

- C. Ties in seniority be broken as follows:

1. Date of appointment
2. Application Date
3. Lot (Random Selection)

- D. Seniority shall cease as:

1. Retirement
2. Employment termination or contract non-renewal
3. A failure to return to active employment upon recall
4. Expiration of the recall period.

#### 15.4 Layoff-Recall

If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds or lack of work, the following procedure shall govern such layoff:

- A. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, insofar as practical, for employees who resign, retire or otherwise vacate a position.
- B. Whenever it becomes necessary to layoff employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification with the least senior employees laid off first.

The Board shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classifications of layoff, employees on probation shall be laid off before any employees in that classification employed under a continuing contract is laid off.

Fifteen (15) days prior to the effective date of layoff, the Board shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and

classifications of the employees to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice of layoff state the following:

- a. Reason for layoff or reduction;
- b. The effective date of layoff;
- c. A statement advising the employees of the layoff-recall procedure.

Reinstatement shall be offered to all laid-off employees, by order of seniority, within the classification in which there is a position to reinstate an employee.

Vacancies, which occur in the classification of layoff, shall be offered to or declined in writing by the employee standing highest on the layoff list within the classification before the next person on the list, may be considered. Any employee who declines reinstatement shall be removed from the reinstatement list. If all employees on the reinstatement list within the classification for which a vacancy exists refuse the offer of reinstatement, the position then may be offered to a new employee or other employees remaining on the reinstatement list in other classifications.

The employee's name shall remain on the appropriate list for a period of one (1) year from effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority. A notice of reinstatement shall be made by certified mail if employee is not contacted by phone.

#### 15.5 Retire/Rehire

In the event the Board hires or rehires a staff member who has retired and is receiving benefits from a public retirement system (STRS, SERS, PERS), whether retired from within or outside the district, the following provision will apply:

- a. **Re-Employment.** The parties are committed to recruiting and hiring the best qualified applicant to fill vacancies. Rehire of retired staff members is not automatic. Retired staff members must apply for each vacancy for which they wish to be considered.
- b. **Break in Service and Seniority.** Retirement of staff member from the District will be considered a break in service, and a staff member who is later rehired will be considered a newly hired staff member. Such a staff member will not acquire seniority and will not have recall rights in the event the staff member is subject to a reduction in force.
- c. **Placement on Salary Schedule.** A retired employee who is hired or rehired will be paid at a rate of no higher than step nine (9) years of experience.
- d. **Sick Leave.** A staff member who retires and is subsequently reemployed by the Board will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provisions in the negotiated agreements. The Board may advance a reemployed staff member up to five (5) days of sick leave. Such a staff member is not eligible to convert sick leave to severance pay upon subsequent retirement. In addition, such a staff member is not eligible for the retirement incentive pursuant to negotiated agreement.
- e. **Insurance Benefits.** A staff member who retires and is subsequently reemployed by the Board will be eligible for any of the insurance plans offered by the Board.
- f. Following the STRS/SERS Statutes (R.C. 3307.353 and 3309.345) require the Mississinawa Valley Local Board of Education seeking to hire a retiree to the same position to notify the public sixty (60) days prior to the reemployment and follow the statute rules and regulations.
- g. **Contract.**
  - A. A retired staff member who is hired or rehired will be employed on a limited

contract for a term not to exceed one (1) year. Such contract will automatically expire by its own terms at the end of the school year without the necessity of a resignation from the staff member, or without the necessity of Board action. Such staff member shall not be deemed reemployed when notice of non-renewal is not given.

B. A retiree will not be eligible for a continuing contract.

## ARTICLE XVI

### WAGES

- 16.1 The wage schedule will be increased 40 cents per hour beginning July 1, 2015, 40 cents per hour beginning July 1, 2016, and 35 cents per hour beginning July 1, 2017.
- 16.2 Upon request of the administration classified employees will be paid their normal hourly rate for all hours worked beyond their contract days upon completion of proper paper work.
- 16.3 All employees shall be on direct deposit with e-mail notification.

### SALARY SCHEDULE (pgs. 10-a, 10-b, 10-c)

MISSISSINAWA VALLEY LOCAL SCHOOLS  
CLASSIFIED SALARY SCHEDULE

CLASSIFICATION	YEARS OF EXPERIENCE																			
	0	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	25	30		
Attendant	\$ 11.72	\$ 11.82	\$ 11.92	\$ 12.02	\$ 12.12	\$ 12.22	\$ 12.32	\$ 12.42	\$ 12.52	\$ 12.62	\$ 12.72	\$ 12.92	\$ 13.12	\$ 13.32	\$ 13.52	\$ 13.72	\$ 14.12	\$ 14.52		
Aides	\$ 13.12	\$ 13.22	\$ 13.32	\$ 13.42	\$ 13.52	\$ 13.62	\$ 13.72	\$ 13.82	\$ 13.92	\$ 14.02	\$ 14.12	\$ 14.32	\$ 14.52	\$ 14.72	\$ 14.92	\$ 15.12	\$ 15.52	\$ 15.92		
Custodial	\$ 13.57	\$ 13.67	\$ 13.77	\$ 13.87	\$ 13.97	\$ 14.07	\$ 14.17	\$ 14.27	\$ 14.37	\$ 14.47	\$ 14.57	\$ 14.77	\$ 14.97	\$ 15.17	\$ 15.37	\$ 15.57	\$ 15.97	\$ 16.37		
Custodial Second/Third Shift	\$ 13.87	\$ 13.97	\$ 14.07	\$ 14.17	\$ 14.27	\$ 14.37	\$ 14.47	\$ 14.57	\$ 14.67	\$ 14.77	\$ 14.87	\$ 15.07	\$ 15.27	\$ 15.47	\$ 15.67	\$ 15.87	\$ 16.27	\$ 16.67		
Cook	\$ 12.77	\$ 12.87	\$ 12.97	\$ 13.07	\$ 13.17	\$ 13.27	\$ 13.37	\$ 13.47	\$ 13.57	\$ 13.67	\$ 13.77	\$ 13.97	\$ 14.17	\$ 14.37	\$ 14.57	\$ 14.77	\$ 15.17	\$ 15.57		
Head Cook (E.S.)	\$ 13.17	\$ 13.27	\$ 13.37	\$ 13.47	\$ 13.57	\$ 13.67	\$ 13.77	\$ 13.87	\$ 13.97	\$ 14.07	\$ 14.17	\$ 14.37	\$ 14.57	\$ 14.77	\$ 14.97	\$ 15.17	\$ 15.57	\$ 15.97		
Principal's Secretary	\$ 13.42	\$ 13.52	\$ 13.62	\$ 13.72	\$ 13.82	\$ 13.92	\$ 14.02	\$ 14.12	\$ 14.22	\$ 14.32	\$ 14.42	\$ 14.62	\$ 14.82	\$ 15.02	\$ 15.22	\$ 15.42	\$ 15.82	\$ 16.22		
Bus Driver	\$ 14.82	\$ 14.92	\$ 15.02	\$ 15.12	\$ 15.22	\$ 15.32	\$ 15.42	\$ 15.52	\$ 15.62	\$ 15.72	\$ 15.82	\$ 16.02	\$ 16.22	\$ 16.42	\$ 16.62	\$ 16.82	\$ 17.22	\$ 17.62		
Bus Mechanic	\$ 15.47	\$ 15.57	\$ 15.67	\$ 15.77	\$ 15.87	\$ 15.97	\$ 16.07	\$ 16.17	\$ 16.27	\$ 16.37	\$ 16.47	\$ 16.67	\$ 16.87	\$ 16.97	\$ 17.27	\$ 17.47	\$ 17.87	\$ 18.27		

FY 2012 - 2013

Increase

\$0.00

MISSISSINAWA VALLEY LOCAL SCHOOLS  
CLASSIFIED SALARY SCHEDULE

CLASSIFICATION	YEARS OF EXPERIENCE																													
	0	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	25	30												
Attendant	\$ 12.02	\$ 12.12	\$ 12.22	\$ 12.32	\$ 12.42	\$ 12.52	\$ 12.62	\$ 12.72	\$ 12.82	\$ 12.92	\$ 13.02	\$ 13.22	\$ 13.42	\$ 13.62	\$ 13.82	\$ 14.02	\$ 14.42	\$ 14.82												
Aides	\$ 13.42	\$ 13.52	\$ 13.62	\$ 13.72	\$ 13.82	\$ 13.92	\$ 14.02	\$ 14.12	\$ 14.22	\$ 14.32	\$ 14.42	\$ 14.62	\$ 14.82	\$ 15.02	\$ 15.22	\$ 15.42	\$ 15.82	\$ 16.22												
Custodial	\$ 13.87	\$ 13.97	\$ 14.07	\$ 14.17	\$ 14.27	\$ 14.37	\$ 14.47	\$ 14.57	\$ 14.67	\$ 14.77	\$ 14.87	\$ 15.07	\$ 15.27	\$ 15.47	\$ 15.67	\$ 15.87	\$ 16.27	\$ 16.67												
Custodial Second/Third Shift	\$ 14.17	\$ 14.27	\$ 14.37	\$ 14.47	\$ 14.57	\$ 14.67	\$ 14.77	\$ 14.87	\$ 14.97	\$ 15.07	\$ 15.17	\$ 15.37	\$ 15.57	\$ 15.77	\$ 15.97	\$ 16.17	\$ 16.57	\$ 16.97												
Cook	\$ 13.07	\$ 13.17	\$ 13.27	\$ 13.37	\$ 13.47	\$ 13.57	\$ 13.67	\$ 13.77	\$ 13.87	\$ 13.97	\$ 14.07	\$ 14.27	\$ 14.47	\$ 14.67	\$ 14.87	\$ 15.07	\$ 15.47	\$ 15.87												
Head Cook (E.S.)	\$ 13.47	\$ 13.57	\$ 13.67	\$ 13.77	\$ 13.87	\$ 13.97	\$ 14.07	\$ 14.17	\$ 14.27	\$ 14.37	\$ 14.47	\$ 14.67	\$ 14.87	\$ 15.07	\$ 15.27	\$ 15.47	\$ 15.87	\$ 16.27												
Principal's Secretary	\$ 13.72	\$ 13.82	\$ 13.92	\$ 14.02	\$ 14.12	\$ 14.22	\$ 14.32	\$ 14.42	\$ 14.52	\$ 14.62	\$ 14.72	\$ 14.92	\$ 15.12	\$ 15.32	\$ 15.52	\$ 15.72	\$ 16.12	\$ 16.52												
Bus Driver	\$ 15.12	\$ 15.22	\$ 15.32	\$ 15.42	\$ 15.52	\$ 15.62	\$ 15.72	\$ 15.82	\$ 15.92	\$ 16.02	\$ 16.12	\$ 16.32	\$ 16.52	\$ 16.72	\$ 16.92	\$ 17.12	\$ 17.52	\$ 17.92												
Bus Mechanic	\$ 15.77	\$ 15.87	\$ 15.97	\$ 16.07	\$ 16.17	\$ 16.27	\$ 16.37	\$ 16.47	\$ 16.57	\$ 16.67	\$ 16.77	\$ 16.97	\$ 17.17	\$ 17.27	\$ 17.57	\$ 17.77	\$ 18.17	\$ 18.57												

FY 2013 - 2014

Increase

\$0.30

MISSISSINAWA VALLEY LOCAL SCHOOLS  
CLASSIFIED SALARY SCHEDULE

CLASSIFICATION	YEARS OF EXPERIENCE																																					
	0	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	25	30																				
Attendant	\$ 12.32	\$ 12.42	\$ 12.52	\$ 12.62	\$ 12.72	\$ 12.82	\$ 12.92	\$ 13.02	\$ 13.12	\$ 13.22	\$ 13.32	\$ 13.52	\$ 13.72	\$ 13.92	\$ 14.12	\$ 14.32	\$ 14.72	\$ 15.12																				
Aides	\$ 13.72	\$ 13.82	\$ 13.92	\$ 14.02	\$ 14.12	\$ 14.22	\$ 14.32	\$ 14.42	\$ 14.52	\$ 14.62	\$ 14.72	\$ 14.92	\$ 15.12	\$ 15.32	\$ 15.52	\$ 15.72	\$ 16.12	\$ 16.52																				
Custodial	\$ 14.17	\$ 14.27	\$ 14.37	\$ 14.47	\$ 14.57	\$ 14.67	\$ 14.77	\$ 14.87	\$ 14.97	\$ 15.07	\$ 15.17	\$ 15.37	\$ 15.57	\$ 15.77	\$ 15.97	\$ 16.17	\$ 16.57	\$ 16.97																				
Custodial Second/Third Shift	\$ 14.47	\$ 14.57	\$ 14.67	\$ 14.77	\$ 14.87	\$ 14.97	\$ 15.07	\$ 15.17	\$ 15.27	\$ 15.37	\$ 15.47	\$ 15.67	\$ 15.87	\$ 16.07	\$ 16.27	\$ 16.47	\$ 16.87	\$ 17.27																				
Cook	\$ 13.37	\$ 13.47	\$ 13.57	\$ 13.67	\$ 13.77	\$ 13.87	\$ 13.97	\$ 14.07	\$ 14.17	\$ 14.27	\$ 14.37	\$ 14.57	\$ 14.77	\$ 14.97	\$ 15.17	\$ 15.37	\$ 15.77	\$ 16.17																				
Head Cook (E.S.)	\$ 13.77	\$ 13.87	\$ 13.97	\$ 14.07	\$ 14.17	\$ 14.27	\$ 14.37	\$ 14.47	\$ 14.57	\$ 14.67	\$ 14.77	\$ 14.97	\$ 15.17	\$ 15.37	\$ 15.57	\$ 15.77	\$ 16.17	\$ 16.57																				
Principal's Secretary	\$ 14.02	\$ 14.12	\$ 14.22	\$ 14.32	\$ 14.42	\$ 14.52	\$ 14.62	\$ 14.72	\$ 14.82	\$ 14.92	\$ 15.02	\$ 15.22	\$ 15.42	\$ 15.62	\$ 15.82	\$ 16.02	\$ 16.42	\$ 16.82																				
Bus Driver	\$ 15.42	\$ 15.52	\$ 15.62	\$ 15.72	\$ 15.82	\$ 15.92	\$ 16.02	\$ 16.12	\$ 16.22	\$ 16.32	\$ 16.42	\$ 16.62	\$ 16.82	\$ 17.02	\$ 17.22	\$ 17.42	\$ 17.82	\$ 18.22																				
Bus Mechanic	\$ 16.07	\$ 16.17	\$ 16.27	\$ 16.37	\$ 16.47	\$ 16.57	\$ 16.67	\$ 16.77	\$ 16.87	\$ 16.97	\$ 17.07	\$ 17.27	\$ 17.47	\$ 17.57	\$ 17.87	\$ 18.07	\$ 18.47	\$ 18.87																				

FY 2014 - 2015

Increase

\$0.30

ARTICLE XVII  
INSURANCE

17.1 Health Insurance

Effective January 1, 1993, employees covered hereunder shall be entitled to enroll in a "Comprehensive Plan" of group health insurance. Employees enrolling in said plan of insurance shall be entitled to a Board contribution toward the monthly premiums of said insurance as hereinafter set forth, provided the enrolling employee executes an authorization for the deductions of the remaining amount of the insurance premium from his/her pay check.

Employees who qualify for Board contribution toward monthly premiums and do not subscribe to the Board's contracted medical insurance plan during the school year will be paid a sum of \$500.00 at the end of that year.

Effective January 1, 1993, the classified health insurance plan will change to the same benefit plan that is currently in place for the certified staff. (See addendum)

Effective July 1, 2012

Normally Scheduled Hours	Percentage of Board Contribution Single	Percentage of Board Contribution Family
	<b><u>2015-2016</u></b>	
36+	90%	80%
35-15	70%	50%
0-14	0%	0%
	<b><u>2016-2017</u></b>	
36+	90%	80%
35-15	70%	50%
0-14	0%	0%
	<b><u>2017-2018</u></b>	
36+	90%	80%
35-15	70%	50%
0-14	0%	0%

**Employees working fourteen (14) hours or less may purchase insurance benefits at one hundred percent (100%) of cost.**

Insurance benefits herein described shall be subject to coordination of benefits and to other insurance contract provisions in accordance with the terms of the master agreement(s) between the insurance carrier(s) and the Board.

If an employee or dependent covered by the provisions of this Appendix incurs medical expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third part, the insurance covered person's rights of recovery against said third party to the extent of any and all payments made hereunder with respect to such illness or injury, and said person or his/her appropriate agent shall

execute all papers and take all action necessary and proper to secure to the insurance carrier or its assignee such rights of subrogation.

B. Life Insurance

The Board shall, at no cost to any employee, provide Group Life Insurance and AD&D benefits in the amount of \$10,000.00 for all employees covered hereunder.

Reductions to this benefit will occur at the following ages

65-69 35% reduction  
70-74 60% reduction  
75-79 72% reduction  
80 & Up 80% reduction

C. Carrier Changes

The insurance companies providing the within coverages shall be at the choice of the Board. The Association shall be given sixty (60) days notice of any potential change in the choice of insurance companies. Any change in carrier shall not result in a reduction of coverage.

D. Section 125 Plan

The Board shall implement a section 125 plan to enable classified employees to pay for their premium contribution with pre-tax dollars in accordance with section 125 of the IRS Code. This shall be an optional plan.

This shall not be confused with a flexible spending plan or a cafeteria style benefit plan which shall not be offered by the Board.

ARTICLE XVIII

INSERVICE

- 18.1 The Board recognizes the importance of inservice programs for classified employees, Whenever conditions permit, the Board will encourage employees to participate in inservice programs. When an employee fails to attend required in-services without proper approval, disciplinary action may result.
- 18.2 The Board will pay bus drivers their regular hourly rate for their attendance at state mandated Bus Driver In-service meetings or District Mandated Meetings that exceed one hour.
- 18.3 Bus Driver Recertification: Bus Driver(s) will be paid the Step 5 hourly negotiated rate every six years toward classroom time spent for the purpose of State Mandated Bus Driver Recertification.

ARTICLE XIX

VACATIONS

19.1 Non-teaching employee vacations -- Those working on twelve (12) month contracts per year are entitled to vacation days as follows: Vacation will be available to only twelve (12) month contracted employees. All current eleven (11) month employees with vacation leave will be grand-fathered from this policy.

6	Months Service	-	5 working days with pay
1	Year Service-		10 working days with pay
5	Years Service	-	13 working days with pay
10	Years Service	-	15 working days with pay
15	Years Service	-	17 working days with pay
20	Years Service	-	20 working days with pay

Maximum vacation accrual shall be for two years plus the current year accumulation. All vacation days are encouraged to be scheduled during non school days. Vacations may be scheduled during other times with a written request approved by their immediate supervisor or superintendent.

All custodial summer vacation requests for the vacation period shall be made to the superintendent by May 1st of each calendar year.

ARTICLE XX

PAID HOLIDAYS

20.1 The Board will pay all employees for legal holidays that falls within the employee's contract period. Independence Day will be an exception in that all classified employees will be paid for the day. This policy shall be administered as follows:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday	December 24th
Memorial Day	Christmas
Independence Day	December 31st.

To qualify for holiday pay, an employee must have worked the last workday before the holiday and have worked on the first work day after the holiday.

ARTICLE XXI

SICK LEAVE

21.1 Accumulation

Employees shall be entitled to one and one-fourth (1&1/4) days of sick leave per calendar month of completed service, unless on a leave of absence, or a total of fifteen (15) days per year, subject to a maximum accumulation of two hundred thirty-two (232) work days.

## 21.2 Uses of Sick Leave

- A. For absences due to personal illness, pregnancy, recovery from childbirth, injury, exposure to contagious disease which would be communicated to other employees or to students, medical or dental appointments when such cannot be scheduled during non-working hours, and the illness, injury or death in the employee's immediate family.

Employees may use accumulated sick leave immediately following the birth or adoption of a child of up to six weeks. Extended sick leave for reasons of any disabling condition of pregnancy or childbirth shall be granted upon written certification of necessity by the physician.

The immediate family shall be defined as the employee's mother, father, father-in-law, mother-in-law, husband, wife, child (including step or foster parent or child), grandchild, sibling, or other significant person approved by the building principal.

- B. To attend the funeral of a near relative. A near relative shall be identified as the employee's grandparents, mother-in-law, father-in-law, brother, sister, grandchild daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, or first cousin. This leave shall be limited to up to five (5) consecutive days per occurrence.
- C. To attend the funeral of a relative other than a near relative, this leave shall be limited to one (1) day. Up to one (1) additional day chargeable to sick leave may be granted under this paragraph at the discretion of the Superintendent and if the travel distance to the funeral is a distance of 200 miles or more, one way. Distance shall be calculated from the employee's current official residence as is on record in the Central Office to the residence of the deceased relative. Proof of such distance shall be the responsibility of the employee.

Employees are not to use sick leave for reasons other than those listed above. Employees who are suspected of using sick leave for reasons other than those listed may be asked for documentation of personal/family illnesses such as doctor notes.

## 21.3 Responsibility

All employees shall be responsible for notifying their building supervisor or his/her designee when sick leave is to be used. Failure to notify the appropriate person is grounds for denial of benefits. Medical evidence may be required in accordance with the provisions of Section 3319.141 O.R.C.

## 21.4 False Claim

No payment of salary or benefits will be made for an unauthorized absence, and/or abuse of sick leave benefits. An unauthorized absence and/or sick leave abuse may be considered as grounds for disciplinary action.

## 21.5 Advancement

In the event an employee has not accumulated sick leave credits, advancements not to exceed five (5) sick leave days shall be provided in accordance with the provisions of Section 3319.141, O.R.C. Said advance shall be charged against the sick leave s/he subsequently accumulates. No benefit shall be paid hereunder unless the employee is physically able to earn subsequent sick leave credits.

## 21.6 Emergency Closings

Should the school be closed during the period of an employee's sick leave by an "emergency" day or holiday, as called by the Superintendent, such employee will not be charged with a sick leave day.

### ARTICLE XXII

#### ASSAULT LEAVE

22.1 In accordance with Section 3319.143 of the Ohio Revised Code, any service connected case of physical assault on a member of the Classified Staff occurring on the school premises or during a school-sponsored function shall be reported immediately to the Principal or other administrator in charge. The employee shall notify the law enforcement agency of the incident not later than twenty-four (24) hours after the assault in order to qualify for assault leave. When such an assault results in absence from duty for physical disability, such absence shall be at no loss in pay and shall not be chargeable to sick leave.

Medical verification shall be furnished to the Superintendent upon request for all such absences before assault leave can be approved for payment. The Board of Education shall have the right to require a medical examination by a physician of its choice after the member has been absent for assault leave.

Absences due to court appearances resulting from an assault shall be chargeable to assault leave.

The maximum number of Board paid days granted to an employee who qualifies for assault leave shall be limited to no more than twenty (20) days per occurrence.

### ARTICLE XXIII

#### PERSONAL LEAVE

23.1 Subject to the conditions set forth herein, all employees covered hereunder shall be eligible to receive up to three (3) non-cumulative days of personal leave each school year without loss of salary. Said days may be taken on consecutive days.

#### 23.2 No Charge Against Accrued Sick Leave

The personal leave days granted under the provisions above shall be in addition to an earned sick leave benefits to which an employee may be entitled and shall not be charged against any sick leave accumulation which may be accrued.

Any unused personal leave day shall not be carried as an accumulation beyond the school year in which it was earned.

Such personal leave must be taken in one-half or whole day increments. The three (3) allowable days are non-restricted.

#### 23.3 Application for Personal Leave

Except in a case of an emergency which prevents the employee from securing advance approval, or in the case of severe snow storms or other weather related calamity delaying arrival, employees desiring to take personal leave must submit an

application for such leave, at least three (3) work days in advance of the day desired off, to the applicable supervisor. The supervisor shall indicate on the application form his/her recommendation regarding the application. Such application must indicate that personal leave is taken in one-half or one day segments.

#### 23.4 Restrictions on the Use of Personal Leave

Personal leave may not be taken, except in an emergency as determined by the Superintendent or his/her designee:

During the ten (10) days immediately prior and the ten (10) school days after the opening or closing days of any school year, except in an emergency.

When ten percent (10%) of the total staff within your classification on any given date is absent unless extenuating circumstances (to include the availability of substitutes) merit approval by the Superintendent. Leave requests hereunder shall not be unreasonably denied.

#### 23.5 Once in a Lifetime Extended Leave

Classified staff having twenty (20) years service at Mississinawa Valley Local are eligible to take a once in a lifetime five (5) day extended leave with pay.

Stipulations for this leave are:

1. Only two (2) persons per year are eligible.

Extended leave requests for the current year must be turned in to the Superintendent prior to October 1.

3. If more than two requests are submitted prior to the deadline, persons with the most Mississinawa Valley seniority will take precedence.
4. If less than two requests are submitted prior to the deadline, requests will be granted on a first come, first served basis.
5. Extended leaves will not be granted during the first ten-(10) days and last ten (10) days of the school year except with board approval for extenuating circumstances.
6. Any employee who has been granted a lifetime leave under another agreement within the district shall not be eligible for such leave.

#### 23.6 Personal Leave Pool

The purpose of this pool shall be to provide a staff member paid leave for catastrophic illness or injury to themselves, their spouse, or dependents when their sick leave and other paid leaves have been exhausted.

A staff member requesting donation for themselves or another staff member shall make application in writing to the Superintendent who will distribute a request form to all classified staff members. Personal leave donations may only come from classified staff members, for classified staff.

All classified staff members have the option of donating all or a portion of their unused personal leave in full day increments to the classified staff member needing it. Days will be used with those donating one (1) day first, prior to using leave of those who donated the second day which will be used prior to those donating the third day. Unused days will be returned to the staff members donating.

Donated and used personal leave days will not be repaid by the staff member using it.

Donated personal leave days will be considered used personal leave and count as such for the purpose of the attendance incentives provided at year end.

In the event of more than one catastrophic illness in a given year, employees may donate one sick day per year providing all personal leave has been either used or donated.

- 23.7 Military leave of up to three (3) paid days yearly beyond the yearly personal leave may be granted to families of active military personnel to attend military ceremonies or visit immediately prior to or following deployment outside the country. Family is defined as the employee's mother, father, father-in-law, mother-in-law, husband, wife, child (including step or foster parent or child), grandchild, sibling, or other significant person approved by the building principal.

#### ARTICLE XXIV

#### LEAVE OF ABSENCE WITHOUT PAY

- 24.1 A staff member shall be granted a leave of absence without pay for a period not to exceed two (2) years if the reason for such request is because of a professionally documented mental or physical disability. Other leaves of absence without pay for a period of up to two (2) years may be granted at the discretion of the Board, except that such leaves for period of five (5) days or less may be granted at the discretion of the Superintendent. The approval or disapproval of the Superintendent shall be final and his/her decision shall not be subject to the Grievance Procedure. This discretion shall not be exercised in an arbitrary or capricious manner nor shall it be abused.
- A. Staff members of extended leaves of absences shall be granted access to health insurance benefits at their own expense and shall receive information from the Treasurer regarding the time and amount of each monthly premium.
  - B. Application for such leave shall be made in writing to the Superintendent at least thirty (30) calendar days prior to the first day of leave except in case of illness.
  - C. Staff members on leaves of absence who do not intend to return the following year shall submit their intent in writing to the Superintendent by Feb. 1.
  - D. A staff member returning from leave shall be placed in the same or similar position(s) or a position for which he/she is properly certified/licensed, from which the leave was granted.
  - E. A leave of absence shall be granted for maternity leave where the staff member has not accumulated sick leave to cover her period of disability. A leave of absence without pay may be granted for adoption of a child or for child care.

ARTICLE XXV

ATTENDANCE INCENTIVE

Attendance Incentives to be paid at the end of the employees contracted year.

**Sick Leave**

Classified employees working 6 or more hours per day

\$150.00 Used no sick days

-or-

\$100.00 Used one or less sick days

-or-

\$50.00 Used two or less sick days

Classified employees working less than 6 hours per day

\$75.00 Used no sick days

-or-

\$50.00 Used one or less sick days

-or-

\$25.00 Used two or less sick days

**Personal Leave**

In addition to the sick leave incentive, any classified employee will be paid for unused personal leave at the following rates at the end of the employee's contracted year.

\$150.00 Used no personal days

-or-

\$100.00 Used one or less personal days

-or-

\$50.00 Used two or less personal days

A year shall be defined individually per each employee's contract.

ARTICLE XXV

OVERTIME

25.1 Overtime Compensation

- a. All hours worked in excess of eight (8) hours per day shall be paid at one and one-half (1 1/2) times the employee's hourly rate beginning with the ninth hour.
- b. All hours worked in excess of forty (40) in any week shall be paid at one and one-half (1 1/2) times the employee's hourly rate.
- c. Eleven and twelve month employees working on paid holidays or Sundays will be given one and one-half (1-1/2) times the employee's hourly rate not to exceed the maximum accumulation authorized by the Fair Labor Standards Act. Overtime shall be mutually agreed upon prior to the hours worked.

## ARTICLE XXVI

### TRANSPORTATION

- 26.1 Bus drivers shall be paid their regular hourly rate for all hours spent on duty in conjunction with their duties as driver except as stated in Section 25.1.
- 26.2 There will be a two-(2) hour minimum for field trips. Day field trips (school hours) will be paid at 100% of a driver's hourly rate and night field trips shall be paid at 80% of a driver's hourly rate. Field trips that interfere with a driver's regular route, or originate during the school day between a.m. and p.m. routes, shall be paid at the driver's hourly rate for the entire trip. All other field trips will be paid at the rate of 80% of the driver's hourly rate.
- 26.3 Extracurricular trips will be distributed equitably in numbers between the drivers who sign up for those trips with the drivers with the most seniority receiving trips beyond equitable number. There will be a timely electronic posting of available trips to all employed drivers. Hard copies of all trip tickets prior to driver assignment will be housed in the office of either the Transportation Supervisor or the Transportation Secretary and made available upon request. There will be posted quarterly a composite list containing the awarded trips in the electronic District folder, the bus barn, and the mailroom.

This list shall contain the dates, groups, departure time, and driver assigned for every trip.

Example: Four drivers sign up for nine volleyball trips. Each driver will be assigned two trips with the most senior driver receiving three.

- 26.4 When a bus breakdown occurs during a regular route, the bus driver will be compensated for the time lost over and above the normal route time in accordance with the following:
- a. Mechanical failure - all time lost.
  - b. Weather - actual time up to a maximum of one (1) hour.
  - c. Accident - actual time up to a maximum of one (1) hour.
- 26.5 Each full-time contracted bus driver who drives a morning and evening route will be paid for three (3) hours per day minimum. Driving time of two (2) hours plus one (1) hour of incidental items constitutes the three-(3) hours. Any driver whose actual driving time exceeds two (2) hours will be paid for the extra time over two (2) hours at their base rate of pay.

Bus Drivers will be paid for two hours of their hourly rate to participate in required drug/alcohol testing.

## ARTICLE XXVII

### ADDITIONAL PAY AND PAY PERIODS

- 27.1 Employees required by the Board or Administration to use their own vehicles for school business shall be reimbursed at the Board established mileage rate.

- 27.2 The Head Cook will be paid an extra forty cents (\$.40) an hour over the base hourly rate per hour.
- 27.3 Reimbursement pay for electricity used to plug in buses at drivers' homes will be paid in one check through a purchase order process after the date of April 15 and before the date of May 15 of the current school year. Drivers shall note on the inspection sheet the date of the nights that electric plug-ins are necessary. This inspection sheet shall be turned in to the Transportation Supervisor by April 1<sup>st</sup>. Failure to submit by the specified date shall be grounds to negate reimbursement. Reimbursement will stay at \$1.00 per day.
- 27.4 Cafeteria employees who work during extra-curricular activities/banquets will be paid their hourly rate.
- 27.5 Custodial employees called in for emergency duty will receive the appropriate overtime rate with a two-(2) hour minimum.
- 27.6 The pay period for hourly employees will be every twice per month (24 pays), as scheduled by the Central Office which shall be from their time sheets.
- 27.7 Custodians working night second and third (2<sup>nd</sup> & 3<sup>rd</sup>) shift will receive a fifty cents (\$.50) per hour over the base hourly day rate.
- 27.8 A format will be developed to pay all or a portion of the difference between the county bus driver physical reimbursement and a reasonable and customary amount charged by selected local physicians. The Board reimbursement will not exceed \$25.00 dollars per driver per year.
- 27.9 Hourly rates for paid training if required by the State or Administration outside of working hours.
- 27.91 All employees shall be on direct deposit with e-mail notification. Employees will be paid in 24 equal pays during the year on like days of the month (e.g. the 5<sup>th</sup> and the 20<sup>th</sup>). Pay dates will be published at the onset of each school year.
- 27.92 Elementary Secretary will be paid an additional \$5,400 per year for assuming additional nursing duties as needed when the part-time nurse is not in attendance. If the Board elects to hire a full-time nurse then this supplemental pay will be eliminated at the time of employment of the full-time nurse. Time of employment for full time nurse will be described as first day worked. Pay will be equally distributed among twenty-four (24) pays.
- 27.93 Any member of the bargaining unit who submits their unconditional resignation on or before Feb. 28<sup>th</sup> for a resignation effective after the end of that school year, but before the start of the next school year shall receive a three hundred dollar (\$300) lump sum payment to be paid within thirty (30) days after the Board has voted to accept the resignation.

## ARTICLE XXVIII

### CALAMITY/WAIVER/eDAYS

- 28.1 All employees shall be paid for days lost when schools are closed due to public

calamity or epidemic up to five (5) days as prescribed by O.R.C. 3313.48 and 3317.01. Any employee required to work on a calamity day shall be granted compensatory time for all hours worked or be paid straight time for hours worked subject to the overtime provision of this contract which shall be mutually agreed to by the employee and superintendent. Any employee already working, prior to school closing will be granted compensatory time for the time already worked.

28.2 Custodian and secretaries will be granted five calamity days, consistent with teaching staff. If school is not in session after five (5) calamity days have been used, custodians and secretaries are expected to work, unless Darke County is on a level 3 snow emergency. If Darke County would implement a level 3 snow emergency during working hours, custodians and secretaries are permitted to leave work, with no loss of pay.

28.3 Waiver and eDays are not paid days for classified staff who do not work. Salary deductions for staff not working on these days will be reflected in pay following the waiver or eDay to be deducted in equal increments until year end. Classified employees who are asked and agree to work on either the actual waiver or eDay or other compensatory date and time will receive their normal pay for the day and have no deduction of pay following

## ARTICLE XXVIX

### DUES DEDUCTION

29.1 Payroll deduction shall be continuous and remain in effect until revoked in writing between the dates of August 21 – August 31. If dues deduction is not revoked, dues deductions shall be continuous. The payroll office, if requested, shall provide the Local Chapter Treasurer of the Association a list of any relocation of payroll deduction of dues in accordance with this policy.

29.2 Dues shall be collected in equal deductions over twenty (20) pay periods, starting with the first pay in October and shall be monthly submitted to the State Chapter Treasurer of the Association with a list of those employees for whom dues deductions has been made. Deduction information must be submitted by the Association to the Board Treasurer prior to the time the initial deduction must be made.

29.3 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Association to the Board.

## ARTICLE XXX

### SICK LEAVE CONVERSION

#### 30.1 General

Pursuant to Section 124.391, Revised Code of Ohio, the following shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement of an employee covered hereunder.

#### 30.2 Employee Eligible for Conversion

"Employee" as used in this Article is defined as any employee who:

1. Has been employed by the Board continuously for a period of at least two (2) years prior to the date of retirement;
2. Accrues sick leave pursuant to the provision of the Revised Code of Ohio;
3. Is eligible to receive a retirement pension benefit as a result of employment by the Board pursuant to the provisions of the Revised Code of Ohio and has had an application approved by the applicable Retirement System;
4. Retires from the employ of the Board after the effective date of this Agreement.

### 30.3 Conversion Factor

All sick leave accumulated by the employee up to **232 days** may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of unused and accumulated sick leave. The maximum number of days paid, as conversion pay under this Article shall be **58 days**.

### 30.4 Deceased Employee

If an employee eligible for severance pay dies, severance pay will be made to the employee's estate as though the employees had left employment, in accordance with the above formula.

### 30.5 Miscellaneous

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee.

## ARTICLE XXXI

### SUBCONTRACTING WORK

- 31.1 Although the Board reserves its rights as defined in the Ohio Revised Code and the Management Rights Clause (Article II) of this Agreement, the Board agrees to not subcontract work to an outside organization during the duration of this Agreement which directly results in lay-offs.

## ARTICLE XXXII

### JURY DUTY

- 32.1 The Board will pay employees the difference between such employee's regular pay and the pay received by him/her for serving as a juror.

## ARTICLE XXXIII

### DISCIPLINE

- 33.1 Except for contract termination, disciplinary actions affecting an employee shall be administered with the intention of improving the employee's performance.
- 33.2 All disciplinary hearings involving oral reprimands, written reprimands, suspensions without pay, demotions and contract termination shall be done in private.

- 33.3 Oral reprimands, written reprimands, suspensions without pay, demotions and contract terminations shall be for just cause only. Contract non-renewal shall be considered a disciplinary action.
- 33.4 In the event it is intended that an employee is to be suspended without pay, demoted, or have his/her contract terminated, the employee shall receive a written notice of charges and given the opportunity to have a hearing before a supervisor or administrator. The employee shall have the right to be represented at the hearing.
- 33.5 Following the hearing referenced above, the Hearing Officer shall make a recommendation to the Board of Education who shall act on said recommendation. The Board of Education shall not conduct an additional hearing but shall have the right to sustain or modify the recommendation action.
- 33.6 The decision of the Board of Education shall be final except that said decision may be appealed within ten (10) calendar days of said decision by the Association filing a Notice of Intent to Appeal to the Superintendent.
- 33.7 Following receipt of the Notice the parties shall file a joint request to the Federal Mediation and Conciliation Service to nominate a panel of Referee's from which the parties shall select a Referee by using an alternate striking method. The Referee shall be empowered and said decision shall be final and binding on all the concerned parties. The Referees shall have no authority to add to, modify or amend the provisions of the Collective Bargaining Agreement.
- 33.8 The procedure contained herein replaces the disciplinary procedure set forth in R.C. 3319.981.
- 33.9 Any disciplinary action older than five (5) years shall be deleted from the Personnel file.

#### ARTICLE XXXIV

#### BACKGROUND CHECKS

Employees will be reimbursed for charges of not more than \$70.00 incurred for state mandated background checks providing the employee fills out a purchase order to him/herself and submits this completed form to the building principal prior to being fingerprinted. Payment is contingent on the status of the background check being such that the employee maintains employment with the district following receipt of the results.

#### ARTICLE XXXV

#### DURATION - TERMS OF AGREEMENT

- 35.1 This Agreement shall, upon adoption by the parties, become effective on July 1, 2015 and shall remain in effect through 12:00 midnight, June 30, 2018.
- 35.2 The Agreement may be amended or modified upon notification by the Board or the Association upon the mutual agreement by both parties. If not amended or modified, this Negotiation Agreement remains in effect during the term as agreed.

ARTICLE XXXVI

SIGNING BONUS

All classified staff will receive a \$100.00 signing bonus following ratification of the contract, to include 2014-2015 retirees.

ADDENDUM "A"

INSURANCE

1. Medical Insurance

- A. Insurance benefits herein described shall be subject to coordination of benefits and other insurance provisions in accordance with the terms of the master agreement(s) between the insurance carrier(s) and the Board.
- B. If an employee or dependent covered by the provisions of this Article incurs medical expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the insurance carrier or its assignee shall be subrogated to all the covered person's rights of recovery against said third party to the extent of any and all payments made hereunder to such illness or injury, and said persons or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to the insurance carrier or its assignee such rights of subrogation.
- C. The Board of Education shall continue to carry on payroll records of any staff member whose sick leave accumulation has expired, or who is on disability leave of absence or an approved leave of absence, for the purpose of insurance benefits agreed herein, if approved and acceptable to the appropriate insurance carrier.

D. Effective October 1, 2006, the insurance benefit herein described shall contain the following:

E. Preferred Provider Plan (PPO) - Specifications

- 1. Benefits will be paid for both Network and non-network providers. Network benefits will be at a higher percentage of payment.

Network co-pays will be as follows:

Office visit	\$15
Urgent Care	\$35
Emergency Room	\$75
Prescription Drug	

Network Retail Pharmacies (30-day supply)

\$10	Generic Form
\$20	Brand Form
\$30	Non-form Generic/Brand

Anthem Rx Direct Mail Services (60-day supply)

\$10	Generic
\$20	Brand Name
\$30	Non-form Generic/Brand

- 2. Network deductible - \$100 per person with a \$200 family cap; applies only to expenses paid at a percentage less than 100%
- 3. Network out of pocket maximum \$1,000 per person with a \$2,000 family cap
- 4. Non network deductible \$300 per person with a \$600 family cap;
- 5. Non network out of pocket max \$2,000 per person with a \$4,000 family cap

2. Dental Insurance

The Board shall pay 100% for individual and family coverage for 36+ normally scheduled hour employees and 50% for individual and family coverage for employers working less than 36 normal scheduled hours.

3. Vision Insurance

The Board shall pay 100% for individual and family coverage for 36+ normally scheduled hour employees and 50% for individual and family coverage for employees working less than 36 normal scheduled hours.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11 day of May, 2015.

FOR: MISSISSINAWA VALLEY  
LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

FOR: MISSISSINAWA VALLEY  
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