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MAPLEWOOD CAREER CENTER SCHOOL DISTRICT

BOARD OF EDUCATION

AND

MAPLEWOOD CAREER CENTER CLASSIFIED ASSOCIATION

JULY 1, 2015 – JUNE 30, 2018

MASTER AGREEMENT

June 18, 2015

BOARD OF EDUCATION

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BOARD/MCCCA AGREEMENT - 7/01/2015 THRU 6/30/2018

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ARTICLE 1. RECOGNITION

The Maplewood Career Center Board of Education, hereinafter referred to as the Board, agrees to recognize the, Maplewood Career Center Classified Association, hereinafter referred to as the Association, as the sole and exclusive bargaining representative for the bargaining unit composed of classified school district employees, secretaries, custodians, maintenance employees, cafeteria employees, and micro-computer technician. The Association shall present to the treasurer and superintendent a list of members annually by August 1st of each year. Recognition by the board for negotiating purposes shall continue as long as a majority of eligible classified employees are members of the association. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the Board and the Association, except as otherwise specified in this section (O.R.C. 4117.08 (a)).

The following employees shall be excluded from the bargaining unit:

1. Treasurer
2. Superintendent's designee
3. Superintendent's secretary
4. Employees in the Treasurer's office
5. Cafeteria supervisor
6. Classified employees during their 90 calendar days probationary period
7. Technology Coordinator

ARTICLE 2. ASSOCIATION RIGHTS

This contract constitutes an agreement between the Board and the Association to attempt to reach mutual understanding regarding all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this agreement.

The Association shall be granted the following rights:

1. Use of staff and mailbox area bulletin boards.
2. Use of PA with the approval of the Superintendent's designee.
3. Provide to the Association President a copy of the Board agenda and minutes.
4. The Association shall be permitted to use school facilities for Association meetings.
5. Association members will be permitted to attend Association meetings on school time when necessary. For meetings held during an employee's regular shift, an employee will be granted release time (no extra pay) for up to 30 minutes (60 minutes for contract ratification),

for no more than 2 meetings per year, provided the meetings are scheduled after 3:00 p.m. or before 7:30 a.m. Attendance at meetings will be mandatory to qualify for release time.

6. The Treasurer shall deduct Association dues. The Board agrees to deduct from the wages of the classified employees, who are members of the Association, for the payment of dues to the Association, provided the employee has a signature card on file in the Treasurer's Office authorizing such deduction. The Association will present to the Treasurer a list of members and the amount of dues to be deducted by October 1st. Dues shall be deducted in one lump sum from the last pay period in October.
7. Superintendent and/or the Superintendent's designee and Classified Association meetings shall be held as frequently as needed. The need may be determined by either party.

Employees represented by this bargaining unit have the right to join or not to join this organization.

ARTICLE 3. BOARD RIGHTS

The Board hereby retains and reserves unto itself, except such rights as are relinquished or restricted in this Master Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, all of the rights identified in O.R.C. 4117.08. The rights as identified in O.R.C. 4117.08 include:

1. Determine matters of inherent managerial policy which include, but are not limited to the areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization or technology and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operation;
4. Determine the overall methods, process, means or personnel by which government operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 4. NEGOTIATION PROCEDURE

A. ORGANIZATIONAL STRUCTURE

Representation at negotiations shall be limited to five (5) members representing the board; and five (5) members of the association. Traditional, IBB (interest based bargaining), or other forms of bargaining may be used to negotiate if mutually agreed to by both parties.

Negotiations for a successor contract shall open between March 1 to April 1 of the last year of this master agreement unless a different start date is mutually agreed upon.

Should the parties use IBB or any other form of bargaining, ground rules shall be established at the time of meeting. Training or refresher training must occur prior to the start of negotiations.

If the parties do not agree to interest based bargaining, the parties shall submit in writing their proposals at the first negotiating meeting which shall be held no later than 14 days after the initial meeting. Thereafter, additional items shall not be submitted unless both parties consent thereto.

Scope of discussion:

- a. Wages
- b. Hours
- c. Terms
- d. Other conditions of employment
- e. Modification or deletion of an existing provision of this agreement

B. NEGOTIATIONS SCHEDULE

1. Either party shall open negotiations by notifying, in writing, the other party and the State Employment Relations Board (SERB) that it is calling for the opening of negotiations. The official representatives of each party shall establish a date, time and place for the first session.
2. Each meeting shall be held in executive session.
3. Any negotiating party may call for a caucus at any time.
4. Minutes will be taken at each negotiation session. All members shall be given a copy for corrections, deletions, additions, and approval.
5. As negotiated items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by a representative of each party.

6. Agreement on all points or re-open on any or all points but no new items shall be put upon the table after initial proposals are exchanged unless mutually agreed to by both parties.
7. There shall be no community publicity releases, except those mutually agreed to by the parties.
8. Any discussion, agreement, or agreements reached are subject to final approval by the Association and the Board.

C. AGREEMENT

1. When tentative agreement is reached on all items being negotiated, a final written copy shall be submitted to the Association for ratification, and then to the Board at its next regular meeting or special Board meeting for adoption.
2. There shall be two (2) signed copies of the final contract. One (1) copy shall be retained by the Board; one (1) by the Association. Each Association member shall be provided with a copy of the contract.

D. DISAGREEMENT

If thirty (30) days prior to expiration of this agreement the parties have not reached a new agreement, either party may request that the Federal Mediation and Conciliation Service (FMCS) provide a mediator to assist in reaching agreement. This exclusive dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14 © (1) (F) and is intended to supersede the procedures contained in O.R.C. 4117.14. In the event that FMCS will not provide a mediator, then the parties shall mutually select a mediator either through the American Arbitration Association (AAA) as provided in AAA's rules and regulations or through such other agency as the parties may mutually agree. Service of paid arbitrator shall be limited to one (1) day; with the cost of such service to be borne 75% by the Board and 25% or a maximum of \$150 to be borne by Association.

ARTICLE 5. TERMS OF AGREEMENT

The Board and the Association do, hereby, adopt this negotiated agreement for the term of July 1, 2015 through June 30, 2018. This agreement may be amended or modified upon mutual consent, in writing, of both parties.

ARTICLE 6. PAYDAY SCHEDULE

Day shift employees shall be paid during their shift on scheduled Fridays. Afternoon shift employees shall be paid during their shift on Thursdays. Night shift employees shall be paid

during their shift on Fridays. If a payday falls on a bank holiday the employees shall receive their pay on the preceding scheduled work day. Effective July 1, 2002, all new hires will have direct deposit of their paycheck.

ARTICLE 7. WORK DAY/WORK WEEK, OVERTIME, AND COMPENSATORY TIME

This article is intended to define the normal hours per day or hours per week and provide the basis for the calculation of overtime pay and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. Full-time employees are defined as working forty hours per normally scheduled work week and a position that is scheduled for twelve months of the year. Part-time employees work less than forty hours per normally scheduled work week and/or in positions that are normally scheduled for less than twelve months of the year.

One custodial employee will be scheduled to work at the discretion of the Superintendent's designee. Employee's schedule will include weekends. Conditions of employment for this position will be determined upon hire.

Standard Work Week: The work week for full-time employees shall include regularly scheduled hours worked and approved hours not actually worked but credited to jury duty, vacation, personal, paid holidays, call in time, comp time, and calamity days as defined in Article 13.

A. FULL-TIME EMPLOYEES

1. The work day for full-time employees shall be eight (8) consecutive hours of work including a paid lunch period and breaks.
2. The work week for full-time employees will be forty (40) hours, based on eight (8) hour work shifts per day, five (5) days per week, Monday through Friday inclusive. It is agreed that the third shift basic work week begins on Sunday night but is considered as Monday for employees on this shift.

B. PART-TIME EMPLOYEES

1. The work day and work week for part-time employees will be those hours and days scheduled in advance and in writing by the supervisor.
2. The Adult Education department will employ two (2) part-time adult education secretarial employees. The part-time Adult Education secretarial employee with the most seniority will be offered a minimum of 960 hours (120 days) per contract year.
3. Cafeteria: An additional day will be scheduled for cafeteria cleaning prior to the beginning of the school year.

C. OVERTIME/EXTRA-DUTY ASSIGNMENTS

1. Full time employees must accumulate 40 hours of work time, as defined by the Standard Work Week, to be paid overtime during a work week.
2. A one-week period is defined as the period from Sunday morning at 12:00 a.m. through Saturday night at 12:00 midnight. Overtime must be approved in advance by the immediate supervisor. It is understood that from time to time an employee may be required to work a reasonable number of overtime hours.
3. Overtime will be paid at one and one-half times the employee's regular hourly rate.
4. Sundays and holidays, except the swing shift custodian or the bus driver/custodian, will be compensated at two times the employee's regular hourly rate.
5. Overtime shift assignments/extra duty assignments shall be distributed by shift within job classifications as fairly and as reasonably as possible with seniority and ability being considered for the purpose of first opportunity of assignment. If assignments cannot be filled within the shift, seniority and classification will be considered when overtime is assigned.
6. Overtime shift assignments/extra duty assignments for employees regularly scheduled for 30 hours or less per week, extra duty assignments will be distributed by shift within the job classifications as fairly and reasonable as possible with seniority and ability being considered for the purpose of first opportunity of assignment provided those employees will not exceed 29.75 hours per week.
7. Overtime which can be assigned by extending a shift shall be at the discretion of the administration.
8. Cafeteria workers who work evenings and/or weekends for outside groups who are using the Maplewood Cafeteria/restaurant facilities will receive an additional fifty cents (\$.50) per hour for the hours worked.
9. The bus driver/custodian will work 10-hour shifts on Saturday and Sunday at the discretion of the superintendent or the superintendent's designee.

D. COMPENSATORY TIME.

1. Compensatory time may be granted in lieu of overtime (work beyond the forty hours per week) pay at the discretion of the immediate supervisor with the agreement of the employee in advance.
2. Compensatory time may be taken (used) with the advance approval of the immediate supervisor. Comp time may be used in 15 minute increments.

3. Compensatory time is cumulative to 240 hours, at which point additional hours become paid hours.
4. At time of separation, an employee may elect to convert compensatory time balance to a cash payment.

E. COMMUNITY PR ACTIVITIES

At the discretion of the administration, bargaining unit members will be permitted to accumulate up to 25 hours of comp time or pay for the following activities: County Fair, Balloon-A-Fair, Christmas in the Woods, and Spaghetti Dinner. Any additional events will be determined at the discretion of the administration. The employee's classification will be taken into consideration when assigning responsibilities.

ARTICLE 8. PAID LUNCH/BREAKS

Forty hour employees shall be entitled to a thirty (30) minute paid lunch period and two ten minute breaks. Employees who work shifts of less than eight hours shall be entitled to breaks as follows:

Minimum three hours - 10 minutes of break

Three and one tenth hours to four hours - 15 minutes of break

Four and one tenth hours to five hours - 20 minutes of break

Five and one tenth hours but less than eight hours - 30 minutes of break

Breaks will be scheduled by the immediate supervisor.

ARTICLE 9. GENERAL WORKING CONDITIONS

A. SAFETY

1. It is the desire of the Board that facilities, equipment, and vehicles be maintained in a safe and sanitary condition, and that no employee knowingly violate applicable provisions of law relating to health, safety, and fire.
2. If a bargaining unit member feels that his/her working areas or assigned task places him/her in imminent danger, significantly endangers his/her health or life, and/or violates existing laws or safety regulations, he/she shall immediately notify his/her supervisor prior to the performance of the assignment. If the condition cannot be corrected at once, the supervisor shall assign another work location and/or work assignment until the condition can be corrected. If the bargaining unit member cannot make contact with his/her supervisor, he/she should proceed to other work assignments until such time that contact with the supervisor can be made.

B. SEXUAL HARASSMENT

Sexual harassment of a staff member or student of this district is strictly forbidden. Any professional staff member or agent of this board who is found to have harassed a professional staff member, student, or other employee of this district will be subject to discipline in accordance with law and/or the terms of any applicable collective bargaining agreement.

Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature whenever submission to such conduct is made a condition of employment or a basis for an employment decision. Other prohibited conduct includes that which has the purpose or effect of creating an intimidating, hostile, discriminatory, or offensive educational environment on the basis of gender, religion, race, color, ethnicity, age, and/or disability.

As soon as appropriate, after notifying his/her supervisor about the condition, the bargaining unit member will complete a written report. The original of the report will be forwarded to the superintendent, and a copy will be filed in the bargaining unit member's personnel file.

ARTICLE 10. FIELD TRIP BUS DRIVERS

It is the responsibility of the Superintendent's designee to schedule all field trips. When a classified employee has been scheduled to drive a van or bus on a field trip a change of drivers cannot be made without a notification of the change to the scheduled driver one week in advance. If the field trip is overnight, the driver's meals and overnight accommodations shall be the responsibility of the respective student activity or Board.

ARTICLE 11. LATE CLOCK IN

Employees clocking in six (6) minutes or less after their scheduled beginning work time six (6) or more times in any contract year shall be docked for all late clock ins; thereafter, in units of 1/10 hour to the next 1/10 upward.

ARTICLE 12. CALL IN PAY

Employees who are called to the school for emergency work on Saturday, Sunday, or a holiday, or after working their scheduled shift shall be given at least a minimum of two (2) hours pay at their appropriate rate. After 40 hours, the appropriate rate of pay will be as defined in Article 7-C.

ARTICLE 13. CALAMITY PAY

A. When the day school is called off for a calamity day prior to student arrival, first shift employees, who are regularly scheduled to work, will not be required to report to work.

When school is in session and a calamity day is called, first shift employees, who are regularly scheduled to work, will be released by the superintendent or his/her designee. In both cases, all first shift employees, who are regularly scheduled to work, will be paid their regular rate for the entire shift.

When Adult Education classes are called off for a calamity day, second and third shift employees, who are regularly scheduled to work, will not be required to report to work. In such a case, all second and third shift employees, who are regularly scheduled to work, will be paid their regular wage for the entire shift. When work is suspended during a shift due to a calamity, second and third shift employees, who are currently working, will be released by the Superintendent's designee, and will be paid their regular rate for the entire shift.

- B. Staff members, who are asked to work a calamity day, will be paid double time for the time they worked and straight time for the remainder of their shift if they do not work a full shift. At the discretion of the administration, compensatory time may be granted for calamity time worked.
- C. When a calamity day is called for a shift, staff members on that shift will accumulate their regularly scheduled hours toward the "Standard Work Week" regardless of whether or not they work during the calamity time. Staff members working during the calamity time will not receive more than their regularly scheduled hours toward the "Standard Work Week."
- D. If a day is determined to be a calamity day, and for that day an employee has prescheduled a vacation, personal, compensatory time, or sick day, it will be credited as a calamity day for that shift only.

ARTICLE 14. BID PROCEDURE

When it is determined by the Superintendent that a vacant position needs to be filled, it will be filled as follows:

A. POSTING

1. All vacancies shall be posted for five (5) working days by the time clock and in the staff room during the school year any position that could result in a promotion will be posted.
2. During the summer and breaks, notification of vacancies will be mailed to those bargaining unit members not currently working.
3. The president of the Classified Association shall receive a copy of all vacancies.
4. The Board or the Association shall not be responsible for the failure of a bargaining unit member to receive the notification.

B. CONSIDERATION SEQUENCE

1. Employees within the same classification, based on seniority. (Classifications: custodians, weekend custodians, maintenance, secretaries, and cafeteria). Testing will not be required.
2. Qualified employees from other classifications, based on seniority. Testing may be required.
3. If no current employee applies for the vacant position or none are qualified, the position can then be offered to other qualified applicants.

C. PROBATIONARY PERIOD

Bargaining unit members who are successful in bidding for a new job will be entitled to a thirty (30) working day probationary period.

During the probationary period, the bargaining unit member will, at the end of each work shift, list all of the tasks that were performed during the shift, and list any problems or questions that he/she had with any of the tasks. This information will be submitted to the immediate supervisor for review. During the first twenty (20) working days, the immediate supervisor will review these lists and concerns with the bargaining unit member, and outline any recommendations for improvement on the job.

During the probationary period, compensation will be at the bargaining unit member's current step for the new position, plus any shift differential/longevity increases that might apply. The bargaining unit member shall receive negotiated hourly rate increases and longevity increases that take effect on July 1 during the probationary period.

If during the probationary period the bargaining unit member does not perform to a satisfactory degree, or if the bargaining unit member chooses to return, he/she shall return to his/her previously held position. However, said bargaining unit member may not bid into another position for a period of six (6) months.

ARTICLE 15. TEMPORARY VACANCIES

- A. When a temporary vacancy occurs within the bargaining unit due to a leave of absence, sick leave, personal leave, or vacation leave of a regular bargaining unit member, and it is desired to fill that temporary vacancy, it will be filled as follows:
- B. If it appears that the temporary vacancy needs to be filled for less than 20 working days, the Superintendent or designee may assign a bargaining unit member in that classification to the vacancy or fill it with a substitute employee.
- C. When it is determined that a temporary vacancy needs to be filled for 20 working days or more, the position shall be posted for five working days. The Superintendent will notify regular bargaining unit members who are not currently scheduled and/or working, of the

temporary vacancy by regular mail service, to the current mailing address the employee has on file in the Treasurer's office.

- D. Bargaining unit members desiring to be considered for the temporarily vacant position must notify the Superintendent in writing by the end of the fifth day of posting. If one or more bargaining unit members notify the Superintendent in writing of their interest in the temporarily vacant position within the notification deadline, the position shall be filled first by the most senior qualified bargaining unit member from within the classification, and then from the most senior qualified bargaining unit member from outside that classification.
- E. If the temporary vacancy is filled, for the day or any part of the day, with a regularly employed bargaining unit member, that bargaining unit member will be compensated at an amount equal to their current step for the vacant position or their current hourly rate, whichever is higher, plus any applicable shift differential.
- F. Bargaining unit members filling temporarily vacant positions will be entitled to receive holiday and calamity day pay as if regularly assigned to that position.
- G. An employee who was not entitled to the health benefits/insurance package prior to being assigned to a temporarily vacant position will not be entitled to those benefits by virtue of their temporary assignment to that position.
- H. If no bargaining unit members notify the Superintendent in writing within the notification deadline, the Superintendent may fill the position with a substitute employee.
- I. Substitute employees may be used to fill a temporary vacancy for a regular employee as outlined in this section.
- J. Casual employees may be used at various times throughout the year, for up to 30 days, to complete extra duty assignments.
- K. Seasonal employees may be used for seasonal work up to 14 weeks or 70 working days per contract year.
- L. The use of substitute, seasonal or casual employees shall not be done for the purpose of reducing a regular bargaining unit member's regular work week, hourly rate of pay, or to erode job classifications.
- M. Substitute, casual and seasonal employees shall not be considered bargaining unit members.

ARTICLE 16. NEWLY CREATED POSITIONS

If the Board creates a new position/classification that would appropriately be included, the position shall be included in the bargaining unit and wages and hours shall be negotiated prior to posting. If there is question concerning the appropriateness of said new position/classification in

the bargaining unit, representatives of the Board and representatives of the bargaining unit will meet to discuss the inclusion or exclusion of said position/classification. Should the parties reach impasse, the matter shall be submitted to SERB.

ARTICLE 17. REDUCTION IN FORCE

Notwithstanding any individual employment contracts or any other provisions of this negotiated agreement, the Board may reduce the number of employees it employs whenever the Board determines that such reductions are necessary due to the abolishment of positions, lack of funds, or lack of work. Insofar as possible, reductions in the number of employees shall be made in accordance with the following guidelines:

1. The number of persons affected by a reduction will be kept to a minimum by not employing replacements, insofar as practicable, for employees who resign, retire, or whose one-or two-year contracts are not renewed.
2. Reduction not achieved by attrition as described in paragraph one (1) shall be accomplished first by laying off employees who do not have continuing contracts through suspension of contract, and second, if necessary, by suspending continuing contracts.
3. Whenever it becomes necessary to layoff employees for reasons stated above, affected employees shall be laid off according to seniority within their classification (classification for the determination of layoffs shall be defined as maintenance personnel, custodians, weekend employees, secretaries, less than 8-hour per day secretaries, cafeteria personnel), with the least senior employee laid off first.

As used in this section, "seniority" means the total number of years of continuous service with Maplewood Career Center. Time spent on approved leave shall be considered as continuous service.

If, however, during the approved unpaid leave, the employee worked less than 150 days (weekend employees and part-time adult education secretarial employees 90 days) during one or more contract years, those years would not be counted as years of service towards the total years of seniority when comparing to the total years of seniority of other employees.

In those instances where two or more employees have the same number of continuous years of service with the Maplewood Career Center, seniority shall be determined by the date of Board action hiring the employee. If two or more employees have the same date of Board action, seniority shall be determined by the date the employees signed their initial contracts of regular employment.

4. Nothing in this section shall prevent the Board from non-renewing the suspended one-or two-year contract of any employee employed by a limited contract.

5. Fifteen (15) working days prior to the effective date of a layoff, the Board shall give each employee to be laid off and the president of the Association advance written notice of the layoff. The layoff notice shall state the following:
 - a. Reason for layoff or reduction.
 - b. The effective date of layoff.
 - c. A statement advising the employee of his/her rights of reinstatement from the layoff.

6. The Board shall prepare a reinstatement list and name all employees in the reverse order of layoff. Vacancies shall be offered to or declined, in writing, within two (2) weeks by the employee standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement list. The employee's name shall remain on the list for a period of two (2) years from the effective date of the layoff.

ARTICLE 18. VACATION

A. SCHEDULE

- All full-time, twelve (12) month classified employees shall be entitled to vacation leave with full pay. Vacation time may be used in 15 minute increments. The following schedule shall be used:

1 -5 years	10 days
6 years	13 days
7 years	14 days
8 years	15 days
9 years	16 days
10 years	17 days
11 years	18 days
12 years	19 days
13 years	20 days
14 years	21 days
20 years	25 days

*25TH anniversary bonus: one time only bonus of 5 days will be granted at the completion of the 25th year and must be used within one year of the 25th anniversary.

*30th anniversary bonus: one time only bonus of 5 days will be granted at the completion of the 30th year and must be used within one year of the 30th anniversary.

*Number of years served as a Maplewood employee.

B. CALCULATIONS

- Newly hired full-time twelve (12) month employees shall be granted prorated vacation leave of .83 day per month of service through the next following June 30.
- One (1) full year of employment from July 1 shall entitle the employee to one (1) year of service credit for vacation calculation.
- Employees hired after July 1 but prior to November 1 of the previous year, will be credited with 1 year of service for vacation calculation.
- Seniority earned while holding a 9, 10, or 10½ month position will continue if an employee enters directly into a 12 month contract.

C. ANNIVERSARY DATE

- July 1 shall be the anniversary date in calculating vacation time.

D. WEEKEND EMPLOYEES

- Twelve (12) month weekend employees are eligible for four days of paid vacation per year after one year of service. With the approval of the Superintendent, weekend employees may choose to be paid for vacation days instead of time off with pay.

E. ILLNESS/FAMILY DEATH

- An employee who is ill, hospitalized, or has a death in the family during a scheduled vacation leave, may convert vacation leave to sick leave provided the employee provides doctor verification and has the superintendent's approval; in cases of family death, the employee must submit an attendance form to the superintendent for approval.

ARTICLE 19. VACATION PREFERENCE

A. VACATION PREFERENCE

Preference for vacation requests within each classification of jobs shall be given to the employee with the greater seniority. However, to insure the orderly and efficient operation of each department and the school, final decisions on the scheduling of vacations will rest with the Superintendent.

B. VACATIONS DURING SUMMER BREAK

The Superintendent's designee will provide a vacation request form no later than April 15 for the subsequent summer schedule. Employees shall submit their vacation requests to the Superintendent's designee no later than May 15 for the subsequent summer schedule. For those received by that date, requests will be considered on a seniority basis, and the vacation schedule will be prepared and available for employees by June 1. Requests for summer

break vacations submitted after May 15 will be handled on a first request, first preference basis.

C. VACATIONS AT OTHER TIMES DURING THE YEAR

For vacations at other times of the year, written requests received at least 60 days in advance will be considered on a seniority basis. Written requests received less than 60 days in advance will be considered on a first request, first preference basis.

ARTICLE 20. PAID HOLIDAYS

All full-time classified employees shall be paid for the following holidays, provided they work the last scheduled work day before and the first scheduled work day after the holiday:

- | | |
|----------------------------|----------------------|
| Thanksgiving Day | Good Friday |
| Day after Thanksgiving | Memorial Day |
| Christmas Day | Independence Day |
| 1 extra day at Christmas* | Labor Day |
| New Year's Day | Empty Building Day** |
| 1 extra day at New Year's* | |
| Martin Luther King Day | |
| Presidents' Day | |

Part-time employees, with the exception of weekend employees, will be paid for those holidays that fall between the first scheduled work day of the contract year and the last scheduled work day of the contract year, provided they work the last scheduled work day before and the first scheduled work after the holiday, unless the employee is on an approved leave. The computation of pay for paid holidays will be based on the average daily hours scheduled for the current pay period.

Weekend employees will not work, but will be paid for Christmas day.

- * as scheduled by the Superintendent
- ** to be determined annually by the Association and administration

ARTICLE 21. PERSONAL LEAVE

As used in this section, a "day" is equal to the number of hours that the employee is normally scheduled for during a "work day."

- A. First year employees, one unrestricted personal leave day.
There will be no pay for the non-use of this unrestricted personal day.

- B. After having been employed and having worked during a previous contract year, classified employee qualify for personal leave as follows:
 - 1. Weekend employees shall be entitled to 2 days of unrestricted personal leave per contract year.
 - 2. Nine, ten and eleven month employees shall be entitled to 3 days of unrestricted personal leave per contract year.
 - 3. Twelve month employees shall be entitled to 4 days of unrestricted personal leave per contract year.
- C. Employees intending to use a personal leave day shall notify the Superintendent as far in advance as possible of his/her intention to do so.
- D. Personal leave days without pay may be granted at the discretion of the Superintendent.
- E. Except in emergency situations, personal leave shall not be taken on the last work day before or the first work day after a holiday or holiday break, or vacation day.
- F. Personal leave shall be non-cumulative and shall not be deducted from the classified employee's accumulated sick leave.
- G. The use of personal leave shall be based on fifteen (15) minute increments rounded upwards to the next fifteen (15) minute period of time.
- H. Unused, unrestricted personal leave will be converted to a lump sum payment at eighty-five percent (85%) of the employee's end of the year daily rate. Payment to be made at the end of the school year and by August 1.

ARTICLE 22. ASSOCIATION LEAVE

A maximum of two paid days total per year will be approved for Association officers to attend workshops or seminars on collective bargaining.

ARTICLE 23. ASSAULT LEAVE

- A. A classified employee who is required to be absent due to physical disability resulting from an assault, which occurs in the course of Board employment while on duty on school grounds during school hours or where required to be in attendance at a school sponsored function, shall be eligible to receive assault leave. Upon determination of eligibility by the Board, such leave shall be granted for not to exceed thirty (30) days upon the employee's delivering to the Treasurer a notarized statement. Such statement shall indicate the nature of the injury, the date of the occurrence, the identity of the individual(s) causing the assault, the facts

surrounding the assault and the willingness of the employee to participate and cooperate with the Board in pursuing legal action against the assailant(s). If the leave is for more than two consecutive work days, the classified employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

- B. Full payment for assault leave, less worker's compensation benefits and any other financial remuneration, shall not exceed the employee's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under O.R.C. 3319.16.
- C. Where the classified employee exhausts the assault leave, he/she may use sick leave. If sick leave and the assault leave provided for herein become exhausted, the employee may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board. Where the assaulted employee becomes eligible for benefits under the School Employees Retirement system (SERS) because of disability or because of age, or where the employee's employment by the Board ceases, this leave provision shall no longer apply.

ARTICLE 24. MATERNITY LEAVE

A pregnant classified employee, or a classified employee who is adopting a child less than one (1) year of age, may request and be granted a maternity leave of absence without pay and Board paid benefits.

Duration of the maternity leave shall be no longer than one year.

Where the group insurance policy permits, a classified employee on maternity leave may continue to participate in those benefits that she is currently enrolled in by payment of the group rate, each month in advance, for such benefits.

ARTICLE 25. FAMILY LEAVE AND MEDICAL ACT

- A. **GENERAL TERMS OF THE LEAVE:** Employees who have worked for the district for at least twelve months and worked at least 1250 hours in the preceding twelve months are eligible for up to twelve weeks of unpaid leave during any rolling twelve month period for any of the following four reasons:
 - 1. the birth of a child and child care
 - 2. placement for adoption or for foster child
 - 3. serious illness of a spouse, child or parent
 - 4. personal serious illness
- B. **MAINTENANCE OF BENEFITS:** The Board will continue the group health plan including hospitalization and major medical, dental, optical, prescription card and life insurance

coverage during the family leave. The employee will be responsible for the employee's share of the premium.

The board will reinstate the employee to the same or an equivalent position upon return. Equivalent means the same wages, number of hours, term and conditions of employment.

Other benefits accrued prior to the leave will be maintained.

- C. **INTERMITTENT LEAVES/REDUCED SCHEDULES:** Intermittent leave is leave taken in separate blocks of time due to a single illness or injury and may include leave of periods as short as those used by the district for sick and personal leave, up to several weeks.

Examples include leave taken on an occasional basis for medical appointments or leave taken several days at a time spread over a period of six months, such as for chemotherapy.

Reduced leave is a leave that reduces an employee's usual number of working hours per workweek or hours per workday. This is a change in the schedule for a period of time.

An employee is eligible for the equivalent of 60 times the normal number of hours in a work day, (the equivalent of twelve weeks off) during a 12 month period, subject to the following:

1. The Board reserves the right to transfer the employee to a different shift or weekly schedule that better accommodates the leave and work duties
2. The employee must make reasonable efforts to schedule treatments to minimize disruption.
3. The employee must provide reasonable advance notice
4. Unless agreeable to the Board, intermittent leaves and reduced schedules are not available for the birth of a child or placement for adoption or foster child
5. In the case of instructional staff members, so as to minimize the impact Of the leave on the students:
 - a. The Board may require the employee to take a regular leave or transfer to an alternate position if the treatment is foreseeable, requires planned medical treatment and the required intermittent leave exceeds twenty (20) percent of the working days that the leave would extend to.
 - b. The Board may require the leave to extend to the end of the academic term (semester) of the leave is to begin more than five weeks prior to the end, is at least three weeks in length and the expected return is during the last three weeks of the term.
 - c. The Board may require the leave to extend to the end of the academic term (semester) if the leave is to begin with five weeks or less left in the term, and the leave is greater

than two weeks in length and the expected return is during the last two weeks of the term.

- d. The Board may require the leave to extend to the end of the academic term (semester) if the leave is to begin during the last three weeks of the term and is for six working days or more.

- D. MISCELLANEOUS: If both spouses are employed by the board, the combined entitlement is limited to twelve weeks when the leave is for the birth of a child, placement for adoption or foster child or the care of a parent. The combined entitlement is not limited to twelve weeks when the leave is for the illness of a spouse or child or the illness of the employee.

Leaves for the birth of a child, child care, placement for adoption and/or foster parenting must be requested within one year of the date of birth or date of placement or adoption, and thirty days or as soon as possible in advance of the requested start of the leave.

As used in this section of the Family Leave and Medical Act, parent(s), son(s), daughter(s), includes biological, step, adopted or foster, and serious illness includes both mental and physical illnesses.

The Board may request medical verification and certification of the need to be off, including second and in some cases a third medical opinion. The second and third opinion would be at Board expense.

The Board may request periodic assurances while the employee is on leave and/or certification that the employee can resume duties upon return to work.

The Board may recover the cost of insurance premiums if the employee does not return to work, unless continued illness, the death of the employee or family circumstances prevent the employee from returning.

ARTICLE 26. SICK LEAVE

As used in this section, a "day" is equal to the number of hours that the employee is normally scheduled for during a "work day."

- A. Full-time classified employees are entitled to accumulate sick leave at the rate of 1 1/4 days per month, cumulative without limit.
- B. Part-time classified employees
 - 1. Part-time employees who work positions that are contracted for more than 150 days for the contract year will earn sick leave at the rate of 1 1/4 days per month or 15 days per contract year, cumulative without limit.

2. Part-time employees who work positions that are contracted for 121 to 150 days for the contract year will earn sick leave at the rate of 1 day per month or 12 days per contract year, cumulative without limit.
 3. Part-time employees who work positions that are contracted for 120 days or less for the contract year will earn sick leave at the rate of ½ day per month or 6 days per contract year, cumulative without limit.
- C. Use of sick leave will be based on fifteen (15) minute increments rounded upwards to the next fifteen (15) minute period of time.
- D. Sick leave use for illness or death of family members is limited to the following immediate family members: spouse, parent, parent of spouse, child, sibling, grandparents, and grandchildren.
- E. Up to a maximum of five days of sick leave per year (one day maximum per year for each family member) may be used for illness or death of any other member of the family, as follows: foster mother, foster father, brother-in-law, sister-in-law, foster children, uncle, aunt, niece, or nephew.
- F. Perfect Attendance Incentive:

For the purpose of this agreement, perfect attendance is defined as not using personal leave, sick leave, late clock in, or early clock out.

The Board will grant a \$25.00 bonus for each quarter for 12 month employees or each grading period for 9/10 month employees. The Board will grant an additional \$200.00 bonus by June 30th for 1 year of perfect attendance as defined in this incentive.

ARTICLE 27. JURY DUTY AND SUBPOENA

A bargaining unit member required to serve as juror shall receive his/her regular wages less any compensation received as a juror for time lost from regularly scheduled work. Satisfactory evidence of serving as a juror must be presented to the Treasurer to qualify for payment, and must include the date, location and times of service. It is understood that bargaining unit members would be expected to work partial shifts if jury duty did not take the entire scheduled work shift.

A bargaining unit member subpoenaed to appear in court shall receive his/her regular wages less any compensation received as a witness for time lost from regularly scheduled work. Satisfactory evidence of appearing as a witness must be presented to the Treasurer to qualify for payment, and must include the date of court appearance, location and times of testimony. It is understood that bargaining unit members would be expected to work partial shifts if the court appearance does not take the entire scheduled work shift. A bargaining unit member would not

qualify for payment of lost wages if he/she was a plaintiff, defendant or other party to a personal proceeding.

ARTICLE 28. RETIREMENT SEVERANCE

- A. The Board authorizes severance pay for all eligible classified employees who are presently employed by the Board and have five (5) or more years of service with Maplewood and who have earned and accumulated sick leave. Said classified employee may receive payment upon retirement from this school district. Such payment shall be in one lump sum after substantiating receipt of their first retirement check. An employee working less than five (5) years in this district shall be eligible under O.R.C. 124.19 to receive the minimum severance pay as specified by law.

The Board shall provide severance pay equal to 50% of the employee's accumulated sick leave hours up to an accumulation of 170 days, not to exceed 85 days.

The individual shall have up to one year following separation of service with the school district to apply for and receive severance pay.

- B. The Board agrees to participate in a salary-reduction type of retirement pick-up in which retirement contributions are subtracted before federal and state income taxes are calculated.

ARTICLE 29. INSURANCE PACKAGE: Life Insurance, Hospitalization and Major Medical, Prescription, Dental and Optical

1. Eligibility

- a. In order to qualify for the insurance package, or any part thereof, a bargaining unit member must be employed for more than thirty-one (31) hours per week and scheduled to work at least 185 days during the contract year, or be eligible under federal law.

2. Life Insurance and Accidental Death/Dismemberment Insurance

- a. The Board shall provide each bargaining unit member with term life insurance and accidental death and dismemberment coverage. The Board shall pay 100% of the cost of the monthly premium. The amount of coverage will match the salary of the bargaining unit member to the nearest \$1000, with a minimum of \$25,000 coverage.
- b. The Board shall provide all bargaining unit members with term life insurance of \$10,000 for their spouse and \$5,000 for each qualifying dependent child. The Board shall pay 100% of the cost (O.R.C. 3917.01, C2) of the monthly premium.

- c. Employees will have the option, at their own expense, to purchase additional term life insurance in \$10,000.00 increments up to a total of two (2) times their annual salary (Up to a maximum of \$100,000.00).

3. Board paid premiums:

- a. Board paid premium amounts identified throughout this document are predicated on the staff member covered under the District insurance plan completing an annual health appraisal (current name – Vitality Health Review) provided by the District.
- b. Staff members who choose to forego the annual health appraisal will pay five percent (5%) more of the total premium and the Board will pay five percent (5%) less of the total premium. Example: “The Board shall pay 90% of the premium to provide each bargaining unit member with comprehensive hospitalization and major medical insurance” – in this case bargaining members who fail to complete the annual health appraisal by October 1st - will be responsible for 15% of the premium and the Board will only pay 85% of the premium amount – this methodology will carry throughout all the premium amounts
- c. The health appraisal must be completed annually by October 1. Staff members who chose to forego the appraisal will pay the increased premium rates for the entire contract year from July 1 to June 30. Reasonable alternatives will be provided to comply with Federal Law.

4. Hospitalization, Major Medical, and Prescription

- a. The board shall offer a comprehensive hospitalization and major medical insurance program for members of the bargaining unit with no less than the specifications in the District’s Summary Plan Description (SPD) in effect on July 1, 2015. The board shall pay ninety percent (90%) of the cost of the premium.
 - 1) The Board will also offer a Minimum Essential Coverage (MEC) Plan as described in the Summary Plan Description in effect on July 1, 2015. The purpose of this plan is to ensure compliance with the Federal Law and to avoid any penalties related to the law. The MEC plan may be amended from time to time to make sure it maintains Federal Law compliance.
- b. The Board shall provide for each bargaining unit member, single or family prescription drug insurance coverage. The plan shall have a three tiered deductible as shown in the District’s Summary Plan Description (SPD) in effect July 1, 2015, and the board shall pay ninety percent (90%) of the cost of the monthly premium.
- c. Bargaining unit members who have a spouse employed in a school district which participates in the Portage County Schools Consortium Health and Welfare Trust for health insurance coverage will select the “plan of choice,” placing their entire family unit in the health insurance program offered by one or the other schools.

5. Dental

The Board will pay ninety percent (90%) of the cost of the monthly premium on the dental package defined in the District's Summary Plan Description (SPD) in effect as of July 1, 2015.

6. Optical

The Board will pay ninety percent (90%) of the cost of monthly premium on the optical package defined in the District's Summary Plan Description (SPD) effective July 1, 2015.

7. Premium Only Section 125 Plan

The Board will make available a premium only section 125 plan for the benefit of allowing contributions to be taken at a pre-tax basis.

ARTICLE 30. MILEAGE REIMBURSEMENT

Classified employees shall be reimbursed by the Board for approved mileage at a rate of thirty (30) cents per mile or the federal approved rate, whichever is higher, for the duration of the contract.

ARTICLE 31. IN-SERVICE

Classified employees may be approved for participation in in-service workshops, conferences, conventions or adult education classes at the school at the Board's expense, when the Superintendent believes an employee's attendance and participation will improve the employee's job skills. Employees shall request approval to attend in advance.

ARTICLE 32. TUITION REIMBURSEMENT (FULL-TIME EMPLOYEES)

The Board shall appropriate \$1200 in each school year for approved tuition reimbursement with a maximum allowance of \$310 per employee per year. The Superintendent shall establish rules and regulations for distribution of said appropriation. This appropriation will be solely for classified employees. Upon request by June 15, the balance in the tuition reimbursement account will be distributed to participants not to exceed the actual cost of tuition.

ARTICLE 33. ADULT EDUCATION EVENING CLASSES

The Board agrees to permit classified employees and/or spouses to register and attend adult education programs without charge and fill vacancies that exist between minimum enrollment requirements and maximum class size.

Dependent children of classified employees, who are eighteen years old or younger, may register and attend Saturday and summer adult education programs without charge providing that vacancies exist between minimum enrollment requirements and maximum class size. It is understood that should paid enrollments fill the program to maximum class size, the classified employee's child would be bumped out of the class - unless they indicate at registration that they are willing to pay the registration fee to guarantee a spot in the class.

All required materials will be paid for or furnished by the classified employee or family member.

If the class is being taken to improve job skills, and with the approval of the Superintendent, the Board will cover the cost of the guaranteeing a spot in the class for the employee should the class fill with paid enrollments.

ARTICLE 34. PERSONNEL FILES

- A. There shall be one official file in the Superintendent's office for each classified employee. Other administrators supervising classified employees may maintain files concerning classified employees' performance as necessary in order that they may better assist the classified employees in the performance of their duties.
- B. All classified employees have the right, within twenty-four hours (24) notice, after the Superintendent has received a properly completed request form, to view material in their file with the Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the personnel file, the classified employee upon written request shall be given an opportunity to place a statement of rebuttal or explanation in his/her file.
- C. All documents included in a classified employee's file shall be dated and identifiable as to source.
- D. A classified employee may request and shall receive one (1) copy of any item in his/her file, exclusive of confidential letters of recommendation or reference. All written requests to view and/or receive copies of any material contained in the file shall become a part of said permanent file.

ARTICLE 35. JOB ASSIGNMENTS

Job assignments will be given by the employee's immediate supervisor.

ARTICLE 36. JOB DESCRIPTIONS

1. The board shall furnish the Association with a copy of the job description of each position covered under the terms of this agreement.
2. Prior to the adoption of any change in any job description covered under this agreement, the Superintendent's designee shall notify the Association and establish a meeting date to discuss the proposed change(s).
3. The Association shall have input into any proposed change; however, the board retains the right to make final decisions concerning the content of any job description.

ARTICLE 37. GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED

1. A grievance is defined as an alleged violation of a specific provision of this agreement.
2. Employees rights under State and Federal laws and State Employment Relations Board, are independent of the grievance procedure.
3. Any individual classified employee or group of classified employees may bring a grievance with or without representation by the Association however, a representative of the Association may be present at all steps of the grievance procedure. The grievant shall be present at all steps of the grievance procedure or the grievance shall be considered abandoned.
4. The grievance procedure begins with the classified employee and/or classified employees and may move up through the various levels. If action taken through the administrative steps does not resolve the grievance to the satisfaction of the grievant(s), the grievant(s) may appeal to the Board with or without representation by the Association.
5. Time limits: Any grievance not advanced by the grievant(s) from one step to the next within the time limits of that step shall be deemed resolved at the previous step.
6. If the Administration or the Board fails to answer the grievance in writing at any step within the designated time, the grievant(s) shall have the option of taking the grievance to the next higher level.

B. PROCEDURE

Step One

Within ten (10) working days of the time a grievance arises, the classified employee(s) will orally present the grievance to his/her/their supervisor. Within five (5) working days after

presentation of grievance, the supervisor shall give his/her answer orally to the grieved employee(s).

Step Two

1. Within five (5) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the supervisor on the form provided. (see appendix)
2. The "Statement of Grievance" shall name the classified employee(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this agreement alleged to be violated, shall state the contention of the grieved classified employee(s) with respect to these provisions, and shall indicate the specific relief requested.
3. Within five (5) working days after receiving the grievance, the supervisor shall communicate his/her answer in writing to the grievant(s).
4. If the supervisor in step two was the Superintendent's designee, and the grievance was not resolved at step two, the grievant(s) may skip to step four.

Step Three

1. If the grievance is not resolved in step two, the grievant may, within five (5) working days of receipt of the supervisor's answer, submit to the Superintendent's designee, a written "Statement of Grievance" signed by the grievant. It shall be accompanied by a copy of the decision at Step Two. A copy shall be given to the supervisor involved at the same time.
2. The Superintendent's designee shall give the grievant an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent's designee and the grievant.

Step Four

1. If the grievance is not resolved in step three, the grievant may, within five (5) working days after receiving the decision of the Superintendent's designee, submit to the Superintendent, a written "Statement of Grievance" signed by the grievant(s). It shall be accompanied by copies of the decisions at Step Two and Step Three. A copy shall be given to the Superintendent's designee at the same time.
2. The Superintendent shall investigate the grievance, and if deemed necessary by either party, call a meeting of the grievant(s) and his/her/their representative and/or any other parties involved in the previous steps. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant(s).

3. The Superintendent shall give the grievant an answer in writing no later than five (5) working days after receipt of the written grievance, or if a meeting is held, five (5) working days after the meeting.

Step Five

1. If the grievance is not resolved in Step Four, the grievant(s) may, within five (5) working days after receiving the decision of the Superintendent, submit a letter to FMCS (Federal Mediation and Conciliatory Services) signed by the superintendent and the Association requesting mediation.

Step Six

1. If the grievance is not resolved in step five, the grievant(s) may, within five (5) working days after receiving the decision of the superintendent, submit to the Board, a written "Statement of Grievance" signed by the grievant(s). It shall be accompanied by copies of the decision at Step Two, Step Three, Step Four, and Step Five. A copy shall be given to the Superintendent at the same time.
2. At the next regularly scheduled meeting of the Board of Education, the grievant(s) may present his/her/their case in person before the Board in executive session.
3. The Board shall communicate its decision to the grievant(s) in writing within five (5) regularly scheduled working days after the next Board meeting.
4. The decision of the Board is final.

ARTICLE 38. WAGES

At the discretion of the Superintendent, new hires employed after July 1, 2002, can be placed on Steps 0 through 10 on their experience.

Classification	Experience	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
Secretaries			2.75%	2.25%	2.00%
<u>Secretary/Receptionist</u>	0	12.20	12.54	12.82	13.08
	1	12.50	12.84	13.13	13.39
	2	12.82	13.17	13.47	13.74
	5	13.14	13.50	13.80	14.08
	10	13.45	13.82	14.13	14.41
	15	13.73	14.11	14.43	14.72
	20	14.04	14.43	14.75	15.05
	25	14.49	14.89	15.23	15.53

Classification	Experience	<u>2014-2015</u>	<u>2015-2016</u> 2.75%	<u>2016-2017</u> 2.25%	<u>2017-2018</u> 2.00%
<u>Secretary Class I</u>	0	13.73	14.11	14.43	14.72
	1	14.04	14.43	14.75	15.05
	2	14.35	14.74	15.07	15.37
	5	14.68	15.08	15.42	15.73
	10	14.99	15.40	15.75	16.07
	15	15.26	15.68	16.03	16.35
	20	15.57	16.00	16.36	16.69
	25	16.03	16.47	16.84	17.18
<u>Secretary Class II</u>	0	15.26	15.68	16.03	16.35
	1	16.91	17.38	17.77	18.13
	2	18.50	19.01	19.44	19.83
	5	20.03	20.58	21.04	21.46
	10	20.50	21.06	21.53	21.96
	15	20.97	21.55	22.03	22.47
	20	21.42	22.01	22.51	22.96
	25	21.88	22.48	22.99	23.45
<u>Secretary Class III</u>	0	17.88	18.37	18.78	19.16
	1	18.50	19.01	19.44	19.83
	2	19.74	20.28	20.74	21.15
	5	20.59	21.16	21.64	22.07
	10	21.04	21.62	22.11	22.55
	15	21.50	22.09	22.59	23.04
	20	21.96	22.56	23.07	23.53
	25	22.42	23.04	23.56	24.03
<u>Secretary Class IV</u>	0	18.35	18.85	19.27	19.66
	1	19.20	19.73	20.17	20.57
	2	20.03	20.58	21.04	21.46
	5	20.89	21.46	21.94	22.38
	10	21.74	22.34	22.84	23.30
	15	22.19	22.80	23.31	23.78
	20	22.63	23.25	23.77	24.25
	25	23.12	23.76	24.29	24.78
<u>Custodial/Maintenance</u> <u>Maintenance</u>	0	22.04	22.65	23.16	23.62
	1	22.81	23.44	23.97	24.45
	2	23.57	24.22	24.76	25.26
	5	24.35	25.02	25.58	26.09
	10	25.12	25.81	26.39	26.92
	15	25.56	26.26	26.85	27.39
	20	26.01	26.73	27.33	27.88
	25	26.47	27.20	27.81	28.37

Classification	Experience	<u>2014-2015</u>	<u>2015-2016</u> 2.75%	<u>2016-2017</u> 2.25%	<u>2017-2018</u> 2.00%
<u>Custodians</u>	0	19.35	19.88	20.33	20.74
(Day/Shipping/Receiving)	1	20.10	20.65	21.11	21.53
(Custodial/Maintenance)	2	20.89	21.46	21.94	22.38
Add \$.25 to the hourly rate	5	21.65	22.25	22.75	23.21
for the afternoon shift and	10	22.42	23.04	23.56	24.03
\$.40 to the hourly rate for	15	23.19	23.83	24.37	24.86
midnight shift	20	23.95	24.61	25.16	25.66
	25	24.42	25.09	25.65	26.16
<u>Other Custodian</u>	0	19.05	19.57	20.01	20.41
Add \$.25 to the hourly rate	1	19.83	20.38	20.84	21.26
for the afternoon shift and	2	20.59	21.16	21.64	22.07
\$.40 to the hourly rate for	5	21.35	21.94	22.43	22.88
midnight shift	10	21.80	22.40	22.90	23.36
	15	22.26	22.87	23.38	23.85
	20	22.74	23.37	23.90	24.38
	25	23.19	23.83	24.37	24.86
<u>Bus Driver/Custodian</u>	0	15.35	15.77	16.12	16.44
	1	15.95	16.39	16.76	17.10
	2	16.58	17.04	17.42	17.77
	5	17.18	17.65	18.05	18.41
	10	17.53	18.01	18.42	18.79
	15	17.92	18.41	18.82	19.20
	20	18.31	18.81	19.23	19.61
	25	18.66	19.17	19.60	19.99
<u>Cafeteria</u>	0	11.74	12.06	12.33	12.58
	1	13.26	13.62	13.93	14.21
	2	14.81	15.22	15.56	15.87
	5	16.34	16.79	17.17	17.51
	10	16.65	17.11	17.49	17.84
	15	16.98	17.45	17.84	18.20
	20	17.29	17.77	18.17	18.53
	25	17.75	18.24	18.65	19.02
<u>Micro-computer</u>	0	18.35	18.85	19.27	19.66
<u>Technician</u>	1	19.20	19.73	20.17	20.57
(No Degree)	2	20.03	20.58	21.04	21.46
	5	20.90	21.47	21.95	22.39
	10	21.74	22.34	22.84	23.30
	15	22.19	22.80	23.31	23.78
	20	22.63	23.25	23.77	24.25
	25	23.11	23.75	24.28	24.77

Classification	Experience	<u>2014-2015</u>	<u>2015-2016</u> 2.75%	<u>2016-2017</u> 2.25%	<u>2017-2018</u> 2.00%
<u>Micro-computer</u>	0	21.87	22.47	22.98	23.44
<u>Technician</u>	1	22.26	22.87	23.38	23.85
Associate Degree/ and	2	22.63	23.25	23.77	24.25
Equivalency* or Higher	5	23.61	24.26	24.81	25.31
	10	24.09	24.75	25.31	25.82
	15	24.60	25.28	25.85	26.37
	20	25.13	25.82	26.40	26.93
	25	25.61	26.31	26.90	27.44

*Equivalency includes the following certifications:

1. Computer System Technician: Computer Assembly & Configuration; Technology of Operating Systems
2. A+ Certification: Network Set-up and Configuration; Technology of Networking
3. MOUS-Microsoft Office Certification (expert level): Work Group Productivity Software; Developing Desktop Applications

RETIREMENT PICK-UP: The Board shall pay 2% of the classified employees total salary to the School Employees Retirement System (SERS) which shall be a portion of the employee's share.

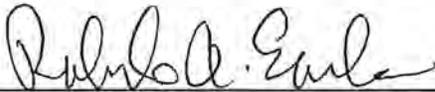
SAVINGS CLAUSE

In the event there is a conflict between a provision of this agreement and laws pertaining to civil rights, affirmative action, unemployment compensation, worker's compensation, the retirement of public employees, residency requirements, the minimum educational requirements contained in the Ohio Revised Code pertaining to public education including the requirement of a certificate by the fiscal officer of a school district pursuant to O.R.C. 5705.41, and the minimum standards promulgated by the State Board of Education pursuant to O.R.C. 3301.17 (D), such laws shall prevail over such provisions of this agreement. In the event of conflict between a provision of the agreement and the Ohio or United States Constitution or federal law, the Constitution or federal law shall prevail over such provision of this agreement. However, should existing laws be changed in the areas of mandatory bargaining issues, both sides agree to negotiate these issues.

ENTIRE AGREEMENT

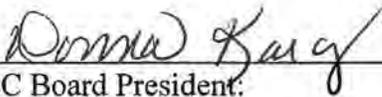
This contract represents the entire agreement of the parties and replaces all previous contracts. The Board and the MCCCA acknowledge that during negotiations resulting in this agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter which is a proper subject of bargaining and that this agreement was arrived at by the parties after the exercise of that right and opportunity. However, this contract may be added to,

deleted from or otherwise changed by mutual agreement of the parties through an amendment properly signed and ratified by each party.



MCCCA President

8-20-2015
Date



MCC Board President:

8/20/2015
Date

deleted from or otherwise changed by mutual agreement of the parties through an amendment properly signed and ratified by each party.

MCCCA President

Date

MCC Board President:

Date

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Maplewood Career Center SCHOOL DISTRICT
Statement of Grievance Form

Bargaining unit member(s) Name(s) _____

Grievance Step Number _____

1. Provisions of the agreement that are alleged to have been violated: (state specific article and section number(s)/letter(s)) _____

2. Alleged Violations of Negotiated Agreement.

3. Remedy Requested.

Signature of Grievant

Date Signed

4. Disposition Rendered.

Signature of Person Rendering Disposition

Date Signed