

11-CCN-02-1497

K# 26623

STATE EMPLOYMENT  
RELATIONS BOARD

2012 OCT - 1 P 2:07

**AGREEMENT**

BETWEEN THE

**MAHONING COUNTY CAREER AND TECHNICAL CENTER  
DISTRICT BOARD OF EDUCATION**

AND

**MAHONING COUNTY CAREER & TECHNICAL CENTER  
CLASSIFIED EMPLOYEES ASSOCIATION**

July 1, 2012 – June 30, 2014

2012 OCT - 1 P 2:07

STATE EMPLOYMENT  
RELATIONS BOARD

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## ARTICLE I

### RECOGNITION

#### 1.01 Recognition

The Mahoning County Career & Technical Center District Board of Education, hereinafter referred to as the Board, recognizes as the exclusive collective bargaining representative, the Mahoning County Career & Technical Center Classified Employees Association, (MCC&TC CEA), affiliated with the OEA/NEA, hereinafter referred to as the Association, as the sole and exclusive employee representative for the bargaining unit described in 1.02 below.

#### 1.02 Definition of Bargaining Unit

The bargaining unit of employees represented by the Association shall be defined as all regular full-time and regular part-time employees regularly assigned to work for (16) hours or more per week in the following classifications:

- A. Cafeteria Personnel
- B. Custodial Personnel
- C. Secretarial Personnel

#### 1.03 Exclusions

The following positions shall be excluded from the bargaining unit:

- A. Superintendent's Secretary
- B. Supervisor of Maintenance and Custodial Services
- C. Security Officer
- D. Substitute Employees
- E. Secretary II to the Treasurer
- F. Casual and Seasonal Employees employed on an "as-needed basis"
- G. Supervisory Employees
- H. Any other employees not recognized by the terms of this article as being represented by the Association.

The Board will not use employees who work less than four (4) hours per day to supplant regular full time positions or regular part-time bargaining unit positions.

All work currently performed by bargaining unit members shall be deemed bargaining unit work.

Substitutes shall not be used to supplant regular full-time or part-time positions or in lieu of creating new positions. If a substitute is to be used in the same position for more than thirty (30) consecutive work days, the Board and Association shall meet and discuss the reason for the substitute. The Board shall not use substitutes to circumvent meeting with the Association.

#### 1.04 Definitions

- A. **Employee:** Any Employee in the bargaining unit defined in Section 1.02 of this Agreement.
- B. **Day:** A calendar day.
- C. **Workday:** A weekday on which any bargaining unit member is scheduled to work under regular contract, exclusive of holidays as defined by the terms of this agreement.
- D. **Immediate Supervisor:** The person in an administrative or supervisory position responsible directly for the supervision of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by the Association.
- E. **Superintendent:** The Superintendent of the Mahoning County Career & Technical Center School District.
- F. **Board:** The Board of Education of the Mahoning County Career & Technical Center School District.

#### 1.05 Representation Election Procedure

Recognition by the Board shall continue for such time as the Association is certified by the State Employment Relations Board as the exclusive representative of the bargaining unit described herein. Any challenges to the exclusive representative status of the Association shall be conducted in accordance with O.R.C. 4117.

**1.06 Non-Discrimination**

The Board and the Association shall not discriminate against employees with regard to handicap, race, color, creed, ancestry, national origin, gender, religion, marital status, age, political affiliations or opinions, and/or personal life of employees. All provisions of this contract, Board Policy, and any building policies shall be uniformly applied and administered for all members of the bargaining unit. Board and building policies shall not be in violation of the contract.

**ARTICLE II**

**ASSOCIATION RIGHTS**

**2.01 Exclusivity**

Recognition of the Association as the sole and exclusive employee representative shall entitle the Association to all privileges described herein not granted to any other employee representative.

**2.02 Payroll Deduction of Dues/Fees**

All bargaining unit employees shall either:

- A. Become a member of the Association and execute an authorization for dues deduction on a form provided by the Association.
- B. In the alternative, the Board Treasurer shall deduct from the salaries of the employee(s), not applying for membership, a service fee in the amount set forth in written notification by the Association Treasurer, such notice to be provided not later than September 1 of each year. Such fee shall be required as a condition of employment.
- C. It shall be the responsibility of the Association to provide an internal rebate procedure in accordance with 4117.09 O.R.C. and applicable state and federal court decisions. Religious conscientious objections shall be provided in accordance with 4117.09 O.R.C.
- D. In no case shall the monthly service fee be in excess of the regular Association dues and uniformly applied assessments.

- E. All bargaining unit employees shall, before October 30, either authorize payroll deduction for the payment of dues or remit payments in full, directly to the Association Treasurer.
- F. Deductions for those previously on payroll deduction or those so notifying the Treasurer shall be made equally from each pay check beginning with the first pay check in the month of October and ending with the last pay check in May. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership shall result in payment of the fair share fee immediately upon withdrawal of membership. An employee may withdraw membership during a ten (10) day period from August 22 through August 31. Should a member withdraw during this withdrawal period, the Board Treasurer shall then deduct according to Section 2.02 B.
- G. Payroll deduction shall occur immediately upon request, or in the case of new employees, immediately upon employment.
- H. The Board Treasurer shall immediately pay such dues/fees to the Treasurer of the Association along with a complete description by name and amount for each employee.
- I. The Association shall defend and indemnify the Board, the Treasurer, their officers, members, agents and assigns in both their individual and official capacities and hold harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses unless willful, that may arise out of or by reason of the action taken by the Board for the purpose of complying with any of the provisions of this Article or in reliance on any list, notices or assignments furnished under any such provisions. The Association shall provide the attorney for the Board and the Association, provided that the Board approves of said attorney and that said approval will not be unreasonably withheld. Should the Board wish to use their attorney, it shall be at their expense.

### **2.03 Mailboxes, Bulletin Boards**

To facilitate communication with unit members, the Association may place materials in individual unit members' mailboxes. The Association may post Association materials on a designated bulletin board to be used exclusively by the Association which shall be located in an area readily accessible to and normally frequented by unit members.

**2.04 Use of Equipment**

The Association representative(s)/officer(s) may use school equipment such as typewriters, calculators, duplicating equipment and copy machines. Use is permitted when such equipment is otherwise not in use, with permission of the Director. Such permission shall not be unreasonably withheld. Supplies necessary for the use of such equipment shall be furnished by the Association. Damage to such equipment clearly attributable to Association usage shall be paid for by the Association.

**2.05 Association Meetings**

The Association may use the school building for bargaining unit meetings with prior approval of the appropriate administrator. Such approval shall not be unreasonably withheld. Meetings shall not interfere with instructional programs or activities, other scheduled meetings or events and shall be scheduled for minimal affect upon assigned work hours of employees.

**2.06 Notification of Board Meetings**

The Association shall be notified of all regular or special Board meetings. The agenda for regular and/or special meetings shall be provided to the Association President simultaneously with notification to Board members. The agenda will be provided at no cost to the Association.

**2.07 Board Minutes/Information**

The Board will make available the Board minutes and such other information available to the Board upon request of the Association President. This will be provided at no cost to the Association.

**2.08 Employee Information**

The Association President shall receive annually in September the following information for each bargaining unit employee:

- A. Name, address and telephone number, when available;
- B. Job classification;
- C. Salary;
- D. Immediate Supervisor.

**2.09 New Employee Personnel Information**

The Administration shall furnish the Association President with the information specified in 2.08 above for each new employee who is a member of the Bargaining Unit within five (5) days of Board action.

**2.10 Status of Part Time, Casual and/or Seasonal Employees**

The Board shall, in September and February of each school year (or more often if requested by the Association), prepare and distribute to the Association President a report providing the following information for part time, casual and/or seasonal employees (exclusive of student employees):

1. Name of employee
2. Position
3. Duration of employment
4. Employee's compensation (Wage rate, benefits—if any, etc.)
5. Immediate supervisor

**2.11 Orientation Meeting**

If an orientation meeting is held for all bargaining unit employees at the beginning of the school year such meeting shall be with pay if the employee is required to attend the meeting. The Association shall be granted the right to have a brief meeting following the orientation with prior approval of the Superintendent or Director. Such approval shall not be unreasonably withheld.

**2.12 Employee Meetings**

The Association shall have the right to make brief announcements at the conclusion of any employee meeting.

**2.13 Release to Resolve Problems**

The President of the Association and/or his/her designee shall be released without loss of pay during regularly scheduled hours, with prior approval of the Director or Superintendent, to aid in resolving problems relating to the provisions of this Contract. Such approval shall not be unreasonably withheld.

**2.14 Released Time for Association President/Designee(s)**

The Board shall provide the Association with a maximum of seven (7) days per fiscal year of paid time off for attendance at state, regional and/or national meetings of the Association, or for meetings with professional representatives of the Association. Such release time may be taken in two hour increments. Forty-eight (48) hours advance notice shall be provided to the immediate supervisor. The Board of Education shall not be liable for expenses incurred by the delegate(s) in attendance. For Association meetings where less than a full day of release time is needed, coverage of the employee's work shall be provided by other employees, during their regular workday.

**2.15 Labor Management Committee**

- A. The labor management committee shall consist of three bargaining unit members and three members of the administration. This committee shall be utilized to improve communications, discuss safety concerns, to further develop a positive working relationship between labor and management and to deal with concerns arising out of this relationship. Negotiations or re-negotiations of the contract or grievance handling shall not be a function of this committee, however, clarification of the existing Agreement and the grievance process may be a function of this committee by mutual agreement.
- B. If a situation or problem arises which needs to be discussed, either the Administration or the Association may request a meeting. Said meeting shall be held at a time and a place agreed upon by both parties. In any event, such meetings shall not be held more than once per month.
- C. Any resulting clarification shall be for a specific problem and shall not prejudice any specific section of this Agreement.

**ARTICLE III**

**NEGOTIATIONS PROCEDURE**

**3.01 Request for Meeting**

Either party desiring to open negotiations to modify this contract shall notify the

other party in writing no later than sixty (60) days before the expiration of this Contract. Notification in writing from the Association shall be addressed to the Superintendent and from the Board shall be addressed to the President of the Association. Neither party may be compelled to commence negotiations earlier than one hundred twenty (120) days before expiration of the Contract.

**3.02 Meetings**

Within fifteen (15) days from receipt of such notice, an initial meeting will be held for the purpose of establishing date(s) for the subsequent session(s). Each party shall present its written negotiations proposals not later than the second meeting, except by mutual agreement. Meetings shall be scheduled to interfere the least with school schedules.

**3.03 Scope of Negotiations**

The scope of negotiations shall be limited to wages, hours, terms and other conditions of employment.

**3.04 Negotiating Teams**

The parties, each in their sole discretion, shall select negotiating teams. Each team shall select a chief spokesperson who shall be in attendance at each negotiation session unless otherwise agreed to by the parties. The size of each negotiating team shall not exceed five (5), unless a larger size is agreed to by the chief spokesperson of the other team.

**3.05 Request for Assistance**

All participants have the right to utilize the services of lay or professional consultants. Consultants may be used in at-the-table deliberations.

**3.06 Time Limits**

- A. The chairman of either team may recess his/her team for independent caucus at any time. Caucus shall be of reasonable length (e.g. thirty minutes).
- B. Bargaining sessions shall last a maximum of three (3) hours, unless extended by mutual agreement.
- C. Days shall mean calendar days unless specified otherwise.
- D. Time limits established under Negotiations Procedures may be modified by mutual agreement.

**3.07 Exchange of Information**

- A. The parties agree to furnish upon written request and in a reasonable time public information concerning the financial status of the district and such other relevant available information as will assist the parties in the development and evaluation of proposals. Neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.
- B. While negotiations are in progress, any release to the media must be mutually approved. Once impasse has been declared, by either party, such limitation shall be waived; however, press releases shall be provided to the other party at the time of release.

**3.08 Agreement**

- A. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue subject to final ratification by the membership of the Association and adoption by the Board.
- B. When final agreement is reached, it shall be reduced to writing and, when ratified by the Association and when approved by the Board, shall become a part of the official minutes of the Board. Neither the present Contract nor any agreement reached pursuant to this Article shall discriminate against any member of the bargaining unit regardless of membership or non-membership in the Association.

**3.09 Mutually-Agreed-Upon Dispute Settlement Procedure**

At any time after the 30th day of negotiations, the Association or the Board may declare that an impasse exists and request that the Federal Mediation and Conciliation Service provide a mediator to facilitate bargaining. The cost of such mediation shall be shared equally by the Board and Association.

The Association shall have the right to strike, pursuant to R.C. 4117.14(D)(2), once the contract has expired and the impasse procedure has been utilized. The parties agree that this provision is the mutually agreed upon dispute settlement pursuant to R.C. 4117.14(E).

**3.10 No Reprisals**

No reprisals of any kind shall be taken by either party or by any member of the Administration against any party involved in negotiations.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**4.01 Definition**

- A. **Grievance:** A grievance is a claim by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Contract.
- B. **Days:** A day shall be defined as a weekday (Monday - Friday) exclusive of holidays as defined in this contract.
- C. **Party in Interest:** Includes the employee or employees of the Association making the claim, including their designated representative(s) as provided herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.
- D. **Grievant or Aggrieved:** A grievant(s) or aggrieved person(s) shall be any party(ies) acting under the definition in 4.01 A.

**4.02 Rights of Parties**

- A. **Representation:** A grievant shall have the right to be accompanied at all formal steps of this procedure by a representative of the Association who may be a bargaining unit member. Both parties shall have the right to legal counsel and/or consultant(s) employed by the parties to this contract.
- B. **Grievance Processing:** Parties in interest meeting during school days with a representative of the Board pursuant to this Article, shall be released from regular duties without loss of pay.
- C. **Witnesses:** Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance.
- D. **Record Keeping:** All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.
- E. **No Reprisals:** No reprisals of any kind shall be taken by the employer or any of its agents against any grievant, any representative, any member of the Association or such other participant in the grievance procedure by reason of

such participation. Similarly, no reprisals of any kind shall be taken by the grievant, the grievant's representative or the Association against the employer or any of its agents.

- F. **Information:** The parties who are directly involved in the investigation of a grievance shall cooperate with each other and furnish such readily available information as requested by the other party in order to facilitate the processing of the grievance.
- G. **Expedition of Grievances:** If the Association and the Superintendent agree, Step 1 of the Grievance Procedure may be bypassed and the grievance brought directly to the Superintendent.
- H. **Association/Class Action Grievances:** If the Association and the Superintendent agree in writing, Step 1 of the Grievance Procedure may be bypassed and the grievance brought directly to the Superintendent at Step 2 or upon agreement in writing by the parties to Arbitration at Step 4.

#### **4.03 Time Limits**

Time limits specified herein are considered maximum; however, they may be extended by mutual agreement of the parties. Failure by the employer at any step of the grievance procedure to meet the time limits specified herein, unless specifically extended, shall permit the grievance to be processed at the next level. The parties agree that every reasonable effort will be made to expedite the grievance process. Whenever illness or other inability prevents attendance of either party or its representatives at a grievance meeting, the time limits for such a meeting shall be extended to a date when such persons can be present. Failure of the grievant to appeal within the timelines as mutually adjusted shall constitute a withdrawal of the grievance.

#### **4.04 Informal Procedure--Optional**

A grievance may first be presented to the immediate supervisor in an attempt to promptly resolve the problem. If resolution of the problem is not achieved, a formal grievance may be processed as follows. If the grievant utilized the Informal Procedure, an additional ten (10) workdays shall be granted for filing of the formal grievance to the appropriate step.

#### 4.05 Formal Procedure

##### A. Step 1—Immediate Supervisor

The employee or the Association may present the grievance in writing on the Grievance Form set forth in the Appendix to this agreement to the employee's immediate supervisor within twenty (20) workdays of the time the grievant became aware or should have become aware of the act. The immediate supervisor shall arrange for a meeting to take place within 5 workdays after receipt of the grievance. The Association's representative(s), the grievant, and the immediate supervisor shall be present at the meeting. The immediate supervisor shall provide the grievant and the Association with his/her written answer to the grievance within three workdays after the conclusion of the meeting.

##### B. Step 2—Superintendent

If the grievance is not resolved at Step 1, or if the time limits are not met, the Association may process the grievance to the Superintendent within five workdays after the receipt of the Step 1 answer, or within eight workdays after the meeting in Step 1, whichever is later. The Superintendent shall arrange for a meeting with the Association representative(s) and the grievant to take place within five workdays of the Superintendent's receipt of the appeal. Upon conclusion of the hearing, the Superintendent shall provide the grievant and the Association with his /her written answer to the grievance within three workdays after the conclusion of the meeting.

##### C. Step 3—Board (Optional)

If the grievance is not resolved at Step 2, or if the time limits are not met the Association may process the grievance to the Board at its next regular meeting after the Superintendent's written response should have been rendered. At the option of the Association, this Step 3 may be waived and the grievance submitted instead to arbitration in accordance with Section 4.05 D of this Article, unless the Board objects thereto before the end of the next workday following the Superintendent's receipt of the Association notice of intent to submit the grievance to arbitration. Upon conclusion of the hearing, the Board shall have five workdays in which to provide its written decision to the Association.

##### D. Step 4—Arbitration

- (1.) If the grievance has not been resolved through the preceding procedure, or if the Board has not issued its written answer within the time prescribed in Step 3, the Association may submit the grievance to arbitration by the rules and regulations of the American Arbitration Association whose rules and regulations shall likewise govern the proceedings. If a demand for arbitration is not filed within thirty (30) workdays of the date for the Board's Step 3 answer or the Superintendent's decision if the Association and Board have waived Step 3, then the grievance will be deemed withdrawn.
- (2.) The decision of the arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provisions of this Contract, and the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Contract, or to arbitrate any matter not specifically provided for by this Contract.
- (3.) Each party shall bear the full cost for its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be divided equally between the parties.
- (4.) Should either party desire a transcript of the proceedings, they shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcripts shall be divided equally between the parties.

## **ARTICLE V**

### **EMPLOYMENT AND SENIORITY**

#### **5.01 Definition of Vacancy**

A vacancy shall exist in the bargaining unit when:

- A. An employee dies;
- B. An employee resigns;
- C. An employee retires;

- D. An employee's employment is terminated or non-renewed;
- E. An employee is transferred;
- F. An employee is promoted;
- G. An employee's leave of absence extends beyond one school year;
- H. A new position is created, and
- I. The Board determines that a vacancy exists.

**5.02 Notification**

When the Board/designee determines that a vacancy exists in the bargaining unit, or creates a new position in the unit, such position shall be posted within three (3) days after the determination of the existence of the vacancy of the close of the period in 7.02. Any vacancy in the bargaining unit shall be posted for a minimum of six (6) days. Vacancies shall be posted in an area(s) frequented by unit members. During the summer months, such notice shall be mailed to the Association president and those employees who have so requested in writing.

**5.03 Content of Posting**

Each vacancy posting shall contain the following:

1. Job Title and Classification
2. Anticipated starting date.
3. Hours of work (Number and shift, if known).
4. Minimum qualifications.
5. Closing date of the posting period.

Employees interested in the vacated positions shall be given a copy of the job description for the posted position, upon request.

**5.04 Vacancy Bidding Period**

Employees shall have six (6) days from the date of notification of vacancy to apply for any vacancy in writing to the Superintendent.

**5.05 Selection Procedure**

- A. The successful applicant must meet all of the minimum qualifications established by the Board for the vacant position. The Board may assess employee qualifications through interviews, testing (where applicable), employee evaluations, educational background and previous work experience based on the job posting.
- B. If there is more than one qualified applicant then the successful bidder shall be the applicant with the greatest seniority.
- C. Bargaining unit members who have applied for the position will be notified if they have or have not been granted the position. The reasons for the rejection shall be included in such notification.

**5.06 Trial Period Probationary**

- A. A unit member who is awarded a transfer to a vacant position will take the position subject to the following:
  - 1. At any time during the initial ten (10) day working period in his/her new position, he/she may be removed and reassigned to his/her former position should his/her work not be satisfactory.
  - 2. During the ten (10) day period, the unit member may request to be returned to his/her former position. (The position will not be posted or filled during the ten [10] day period.) This provision shall not be interpreted so as to preclude the Board from electing to fill this position with a substitute during this period.
- B. All employees hired after January 1, 1998, shall serve a probationary period of not more than sixty (60) workdays. During an initial probationary period, dismissal shall not be subject to the grievance procedure. Except for dismissal, all provisions of the collective bargaining agreement apply to probationary employees.

**5.07 Classification Pay**

When an employee is assigned by the administration to perform the work of another non-administrative classified position with a higher rate of pay, for a period of more than four (4) hours in a day, such employee shall receive the rate of pay for that position, if the work the employee is asked to perform is beyond the scope of the employee's regular job description.

**5.08 Substitutes**

**Employment of Substitutes**

The Board shall make every attempt to provide a substitute employee whenever an employee is absent, and the absent employee's work must be performed on a daily basis. If a substitute cannot be secured and another employee is required to perform the work of an absent employee, the administrator shall attempt to adjust workloads or may authorize sufficient overtime for such employee performing the additional work. It is recognized, however, that in all cases of absence by employees, substitutes may not be secured.

**5.09 Transfers**

If an employee is to be transferred from an assignment in his/her job classification to another assignment in that classification, the Superintendent/designee shall meet with the affected employee no less than five (5) work days prior to the date of the intended transfer. Subsequent to this meeting the Superintendent/designee shall notify the Association President of the transfer. The provisions of this section shall not be interpreted so as to waive any rights granted pursuant to the Ohio Revised Code.

**5.10 Seniority Defined**

Seniority shall be defined as an employee's length of continuous service with the Board as determined by the original date of hire as a regular employee. Seniority shall not be interrupted by time spent on Board-approved leaves of absence. Seniority for part-time employees hired subsequent to January 1, 1989, shall be calculated pursuant to the following formula:

- 30-24 scheduled hours = 75% x years of service
- 23-19 scheduled hours = 50% x years of service
- 18 - 0 scheduled hours = 25% x years of service

Where two (2) or more employees have an identical seniority date, the tie shall be broken by lot.

**5.11 Posting of Seniority List**

The Board shall, in September and February of each school year, prepare and post, a seniority list indicating the first day worked, the date of hire, the date of employment application, the current classification of the employee, and the years of seniority for each employee. The President of the Association shall be provided with a copy of the seniority list prior to posting.

**5.12 Seniority List Inaccuracies**

Each employee shall have a period of thirty days after posting of the semester up-to-date seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. No protest shall be considered after thirty days of the posting of the seniority list, and the list shall be considered as final. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the corrected list immediately. If the employee is unable to resolve his/her dispute regarding placement on the seniority list, the employee may file a grievance.

**5.13 Discipline and Discharge**

**A. Just Cause and Due Process**

Employees shall not be discharged, suspended and/or disciplined without compliance with the progressive discipline procedure set forth below. Discipline of employees resulting in verbal and written warnings shall not be arbitrary or capricious. Discipline resulting in suspension or discharge shall be for just cause.

**B. Progressive Discipline**

Based on the severity of the situation, disciplinary action shall normally follow the steps outlined below; however, if the situation warrants, more severe discipline may be imposed on the employee without compliance with the steps set forth below.

1. Verbal warning--first offense
2. Written warning--second offense
3. Suspension of one (1) day or two (2) days--third offense
4. Three (3) day suspension--fourth offense
5. Five (5) day suspension--fifth offense
6. Discharge--sixth offense

Employee offenses need not be of a similar nature for discipline to progress.

**C. Disciplinary Conference--Immediate Supervisor Level**

An employee shall have the right to an Association representative at any meeting that the employee reasonably believes may possibly result in disciplinary action. When a supervisor schedules a meeting for the purpose of issuing discipline, s/he shall give the employee and the Association President one (1) day of advance notice.

**D. Disciplinary Conference--Suspension or Discharge**

When the Superintendent/designee intends to suspend or discharge an employee, unless the welfare of students, other district employees, and/or the district is adversely affected, and/or dependent upon the seriousness of the offense, a notice shall be made in writing and served in person or by certified mail upon the employee and the Association President a minimum of three (3) days prior to a conference at which the possible discipline shall be discussed.

**E. Privacy of Proceedings**

No employee shall be reprimanded or disciplined in the presence of other bargaining unit employees (acting in a non-representative capacity) or in public. Any and all events related hereto shall be conducted in private and remain confidential, to the extent permitted by law.

**F. Employer-Employee Communications**

Nothing contained herein shall prevent verbal communications between administrators and employees with the presence of a representative. Such contacts including commendation, questioning, suggesting, directing, reminding and correcting, shall be termed casual (not disciplinary in nature) and shall not require the presence of an Association representative. If an employee reasonably believes such communication is becoming disciplinary in nature, the employee has the right to ask that an Association representative be present.

**G. Corrective Program**

The Board and the employee, shall, if appropriate, establish a program

designed to correct the deficiencies which form the basis of the disciplinary action. The Board shall provide reasonable time for correction provided the employee cooperates.

**H. Right to Grieve**

All discipline may be subject to review under the grievance procedure.

**I. Removing Material from Personnel File**

Any written record of disciplinary action will be kept in the employee's active personnel file as defined herein. After three (3) years these records may be reviewed and any materials determined to be obsolete may be removed in accordance with Ohio law.

**J. Non-Renewal not Discipline**

Non-renewal under 3319.081 shall not be considered to be discipline.

**ARTICLE VI**

**REDUCTION IN FORCE**

**6.01 Reasons for Reduction in Force**

When the Board determines that it is necessary to reduce classified staff by the suspension of individual employee contracts, due to lack of work, lack of funds, or the return of adequate student enrollment to programs where students engaged in vocational training are normally utilized within classifications defined in Section 1.02, the procedure set forth below shall be employed.

The Board will make every attempt to reduce the number of employees whose contracts are suspended by a reduction in force by not employing replacement(s), insofar as practical, for those who resign, retire or otherwise vacate a position.

**6.02 Order of Reduction in Force**

Within the classifications in which a contract suspension will occur employees on a limited contract will be reduced first beginning with the least senior employee on a limited contract. Additional contract suspensions in the classification(s) to be reduced shall begin with the least senior employee holding a continuing contract until the reduction is complete.

**6.03 Notification to the Association of Implementation of Reduction in Force**

The Superintendent shall notify the Association, in writing, of the Board's intent to suspend employee contracts, for the purpose of implementing a reduction in force in this bargaining unit at least thirty (30) days prior to the effective date of the RIF. Said notification shall list the classification(s) and the employee(s) which the Superintendent anticipates will have their contracts suspended by the reduction in force, and shall state the reason for the reduction in force.

**6.04 Notification to Affected Employees**

The Superintendent shall notify each employee, in writing at least twenty (20) days prior to the effective date of the RIF, who he/she anticipates will have their contracts suspended by the reduction in force. Such employee so notified shall have the right to exercise bumping rights granted pursuant to the terms of this agreement for a period of ten (10) days from the date of notification.

**6.05 Notice to Bargaining Unit**

No sooner than three days following notice to affected employees, the Superintendent shall post in a conspicuous place a list containing the names, seniority dates and classifications of the employee(s) in the classifications in which the reduction is anticipated.

**6.06 Bumping Rights**

A. An employee reduced under the provisions of this Article shall have the right to bump the least senior employee in a lower classification within the same classification series as defined below, so long as the employee being bumped has less seniority than the employee exercising his/her bumping rights. Such employees shall have the right to bump part-time employees in their job classification.

Employees who have been notified that their contract will be suspended shall have the right to bump an employee with less district seniority in another classification, provided that the employee demonstrates to the Superintendent/designee that he/she meets the qualifications which have been established by the Board for the position.

- B. Cafeteria Personnel
- Custodial Personnel
- Secretarial Personnel

**6.07 Recall Rights**

Employees shall retain the rights to remain on a recall list for a period of three (3) years from the effective date of a Reduction in Force.

**6.08 Right to Return from Recall List**

Laid off employees shall be recalled to positions which become available within their classification in reverse order of layoff. An employee on the recall list shall have the right to apply and be considered for any bargaining unit vacancy pursuant to the provisions of Articles 5.01-5.06 of this contract. The Board shall not hire any new employee to any classification while there are employees on the recall list who have been laid off from that classification.

**6.09 Notice of Recall**

Notice of recall and posting of each bargaining unit vacancy shall be sent by certified mail to the last known address of the employee. Concurrent with notification to the laid off employee, the Superintendent shall notify the Association President of the opportunity for recall. Each employee is required to respond by certified mail or appear in person at the office of the Superintendent/designee within ten (10) days of receipt of the notice. If an employee declines recall to a position within the employee's classification, or fails to respond to the notice of recall within the ten (10) day period set forth in this Article then the employee's name shall be removed from the recall list.

**6.10 Reinstatement Rights from RIF**

If reinstated during the recall period, the employee shall retain all seniority accumulated prior to the layoff. Such employee shall in addition be credited with any sick leave accumulated prior to the date of layoff.

**6.11 Notification of Vacancies**

In addition to the recall rights set forth herein, the Board shall notify laid off employees of all bargaining unit vacancies. Laid off employee(s) shall have the right to apply and be considered for such vacancies.

**ARTICLE VII**

**WORKING CONDITIONS**

**7.01 Job Descriptions**

- A. The Administration and Association will periodically review the job descriptions of employees in this bargaining unit in order to determine if a more comprehensive description is needed.
- B. When it is determined that changes in the descriptions are needed, the Superintendent and Association President shall form a committee consisting of two (2) administrators appointed by the Superintendent, and two (2) employees in that classification (if possible) appointed by the Association President. The committee shall review the proposed modifications to the description, and make recommendations regarding such modifications to the Superintendent.
- C. The provisions of this section shall not be interpreted so as to waive any rights granted pursuant to the Ohio Revised Code.
- D. The Association will be furnished, upon request, a copy of the job description for each classification covered under the terms of this agreement.
- E. All newly hired employees shall be furnished with a copy of their job description upon hiring. All other employees shall receive a copy of their job description upon request.

**7.02 New Job Descriptions**

The Superintendent shall provide to the Association President, ten (10) days before posting, a copy of the job description for any newly created bargaining unit position. The Association shall give input to the Superintendent regarding the content of said description prior to the end of the ten (10) day period for review.

**7.03 Work Balance**

Upon request by either party, an ad hoc committee consisting of three (3) administrators appointed by the Superintendent and three (3) employees appointed by the Association President in affected classifications (whenever possible), will study and make recommendations to the Superintendent regarding "work load balance." A committee review of work load balance may be called for no more than once per school year, for each classification. When a majority of the committee, as a whole, deems it necessary to update the Superintendent on the progress of its deliberations, it may schedule a meeting with the Superintendent for this purpose. Upon conclusion of this review, two (2) representatives (one Administration and one Association) from the committee shall meet with the Superintendent to present the committee's recommendations. The superintendent shall notify, within thirty (30) days of receipt of recommendations, the Association President of the actions s/he intends to make based upon the committee's recommendations. If the Superintendent does not accept the recommendations of this committee s/he shall meet with the Association President to discuss the reasons for this decision.

**7.04 Contracts**

Employees who are newly hired or reemployed shall receive a contract which shall contain the job classification, number of days and hours to be worked, salary and number of holidays.

**7.05 Employee Inservice and Training**

- A. Upon employee request and Board/designee approval, inservice programs may be provided in areas of interest and concern relative to employee job classifications. Said inservice shall be provided without loss of pay to the employees participating in the program.
- B. With the Board's/designee's approval, bargaining unit members may be granted professional leave, with pay, to attend workshops that are offered relative to their classification. The cost of the unit member's registration fees, meals, lodging and transportation will be reimbursed subject to the procedures set forth below:
  - 1. The employee shall be reimbursed for actual cost incurred for registration, transportation by a common carrier or by personal vehicle, and housing at the cost of a double-room rate unless a single room is required, providing invoices are submitted.

2. Reimbursement shall be at the rate of the amount set by the Internal Revenue Service in personal automobiles and a maximum of thirty dollars (\$30.00) per diem for meals. Meal receipts must be submitted for reimbursement.
  3. Expenses described in this section which can be verified in advance shall be paid in advance by the Board. Expense reimbursement shall be made to the employee within ten (10) workdays after submission of the voucher. In the event that the expense is not incurred or the employee does not attend the activity/meeting, the Treasurer shall deduct said advance from the next regular pay. In the event of an emergency or special circumstance, the employee shall notify the Superintendent and this provision shall be waived.
  4. Requests for said leave shall be made in writing to the Superintendent at least one (1) week prior to the Board meeting preceding the trip.
  5. The employee shall receive \$35 per workshop/training session for training held outside regular work hours excluding MCCTC adult education classes under Section C of this Article.
- C. Bargaining unit members may attend on a space available basis, subject to the approval of the Superintendent/designee, tuition free, Mahoning County Career & Technical Center sponsored adult programs, relative to their classification. Requests for attendance, tuition free, to courses outside of classification but relevant to other positions employed by the CTC, may be approved at the discretion of the Superintendent.
- D. **Scheduling Meetings:** The Board shall schedule inservice and training programs as needed. Such meetings shall be scheduled with the input of the Association and shall be mandatory. Except for emergencies, the Board shall reserve the right to modify the normal work schedule or deny leave and vacation requests in order to facilitate such meetings.

#### **7.06 Employee Protection**

- A. The Board will not assign bargaining unit members to instructional or supervisory responsibilities, unless such responsibilities are the employee's normal duties. Bargaining unit members will not assume responsibility for the instruction or supervision of students. The Board shall comply with the provisions of ORC 2744.07.

- B. Within ten (10) days of the submission of a request by the Association, the Administration shall provide in-service training for all bargaining unit members (or appropriate groups of bargaining unit members) regarding the appropriate action to take when faced with instructing or supervising students.

**7.07 Payroll Deductions**

The Board shall continue all payroll deductions provided in the previous school year, which shall include the following:

- Educator's Mutual (Health Insurance)
- Credit Union
- Annuities
- Cancer Insurance
- United Appeal
- Association Dues
- U.S. Savings Bonds

**7.08 Payroll Practices**

Pay days shall be on Thursdays of alternating weeks. An exception may be made to avoid payment prior to work being performed. Should this occur the Association President shall be informed six months prior to the event.

In the event the scheduled pay date falls on a day school is closed, at the option of the Treasurer, checks will either be issued on the last day of school before closing or be placed in the U.S. mail not later than one day prior to the scheduled pay date.

**7.09 Personnel Files**

The Board shall maintain one Personnel File and one Treasurer's File for each employee. If an employee believes that any item of information contained in the files is misleading, inaccurate, incorrect, inappropriate or non-factual, the employee shall have the right to attach a rebuttal to that item and may file a grievance, pursuant to the terms of the grievance procedure set forth herein, for the purpose of having the item corrected and/or expunged exclusive of the content of a written evaluation. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

- A. Personnel File

The Personnel File may contain the following:

1. Pre-Hiring confidential references;
2. Correspondence to employee;
3. Job performance information and related data (e.g. evaluations, disciplinary records, commendations, etc.);
4. Applications for vacancies, transfer and promotions;
5. Employment records (e.g. name, sex, race, interviewers recommendations, application for employment, information related to application and/or initial employment, transfer or promotions)

Any material placed in the employee's Personnel File shall be shown to the employee with the exception of documents in item A.1. above. A copy shall be provided to the employee upon request.

**B. Treasurer's File**

The Treasurer's file shall contain only the following routine information:

1. Contracts and salary notices;
2. Salary information;
3. Sick leave and personal leave records;
4. Work calendar;
5. Other employment records (e.g. SERS forms, applications for leaves, vacation request forms, accident reports, etc.)

The Board shall not be required to provide a copy of the items contained in the Treasurer's File provided the employee previously received a copy. Additional copies shall be provided at the employee's cost.

**7.10 Smoking**

Employees shall not smoke tobacco in school buildings or on school grounds except in the employee's vehicle. Discipline under this provision shall be equally applied to all bargaining unit members.

## ARTICLE VIII

### EVALUATION OF EMPLOYEE PERFORMANCE

#### 8.01 Purpose

The purpose of the evaluation procedure set forth herein is to:

- A. Assess employee's overall job performance,
- B. Provide recognition of employee performance strengths,
- C. Assist employees in improving job performance,
- D. Provide professional growth opportunities for employees.

The administration shall provide employees with an opportunity for input in the development of job and performance goals used in the process of employee evaluation. This evaluation procedure shall not be used as a substitute for employee discipline.

#### 8.02 Evaluation Form

The performance of each employee shall be evaluated in writing by the Immediate Supervisor(s), using the Evaluation Form in the appendix to this contract.

#### 8.03 Normal Evaluation Procedure

##### A. Schedule

##### 1. New Employee Evaluations

- a. New employees shall be initially evaluated no less than thirty (30) days nor more than forty-five (45) days after their initial date of employment.
- b. They shall receive a second evaluation no less than thirty (30) days nor more than forty-five (45) days after their first evaluation.

##### 2. Limited Contract Evaluations

Employees on a limited contract shall be evaluated between January 2 and March 1.

### 3. Continuing Contract Evaluations

Employees on a continuing contract shall be evaluated between April 1 and June 1 with employees whose names begin with A through L being evaluated in even numbered years and those whose names begin with M through Z being evaluated in odd numbered years.

#### B. Notice

Each employee shall, no less than fifteen (15) work days prior to the Oral Interview, receive from the employee's immediate supervisor, notice of the date of the Oral Interview. If the evaluator cannot meet this timeline because of extenuating circumstances, he/she shall notify the employee and they shall mutually establish a new time for the oral interview. If the employee cannot attend this meeting because of an excused absence, the evaluator shall schedule with the employee a makeup date for the oral interview. Such date shall be the controlling date under those set forth in this agreement.

#### C. Oral Interview & Post Evaluation Conference

At the oral interview, the immediate supervisor shall discuss performance goals, duties and responsibilities of the position, etc. Only items discussed in the oral interview shall be addressed in the written evaluation. The written evaluation may be presented at the same time as the oral interview OR may be completed after the oral interview at a post evaluation conference scheduled within five (5) days of the oral interview. Deadlines may be extended by mutual agreement of the parties.

### 8.04 Special Evaluation Oral Interview

#### A. Criteria

If the immediate supervisor identifies a need for additional evaluations during the year, s/he shall notify the employee in writing of the need and rationale for scheduling such additional evaluations. The primary purpose for these additional evaluations shall be for the purpose of assessing employee improvement in identified areas, however, the immediate supervisor shall not be prohibited from identifying additional areas which might need improvement.

B. Notice of Special Evaluation Oral Interview

The employee shall be given twenty-four (24) hours advance notification prior to the scheduling of a Special Evaluation Oral Interview.

C. Special Evaluation Oral Interview

A Special Oral Interview shall be held to discuss performance goals, duties and responsibilities of the position relative to the established need, a timeline for completion of such goals and a plan for corrective action where warranted. The written evaluation shall be completed during the Special Evaluation Oral Interview. The written evaluation shall be typed and presented on the next work day both employees are in attendance.

D. Special Evaluation Assessment

Employee improvement shall be measured by additional written evaluations developed during additional Special Oral Interviews, which shall be scheduled not less than twenty (20) nor more than thirty (30) work days apart.

**8.05 Confidentiality of Forms**

The Evaluation form shall be done in triplicate with a copy for the immediate supervisor, the employee's personnel file, and the employee. The evaluation form once completed shall be sent from office to office only in sealed envelopes marked "personal and confidential." The evaluations shall be considered privileged information, to the extent permitted by law, and shall be used by the Board only in regard to personnel decisions affecting the employee.

**8.06 Termination and Non-renewal**

Termination and/or non-renewal of an employee's contract after the employee has been given a reasonable opportunity to improve shall be pursuant to provisions of the Ohio Revised Code, except as otherwise noted in this agreement.

**ARTICLE IX**

**PAID LEAVES**

**9.01 Holidays**

All full-time bargaining unit members who work 250 days or more per school year shall be granted the following paid holidays:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas

All full-time bargaining unit members who work 200-249 days per school year shall be granted the following paid holidays, if the holidays fall within their contracted work schedule:

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

All full-time bargaining unit members who work 199 or fewer days per school year shall be granted the following paid holidays, if the holidays fall within their contracted work schedule:

New Years Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
	Christmas Eve
	Christmas

Part-time employees shall receive Christmas as a paid holiday.

Should any of the designated holidays specified above fall on a Saturday, it shall be celebrated on the preceding Friday. Those holidays which fall on a Sunday shall be celebrated on the following Monday.

**9.02 Vacation**

- A. After service of one year with the Board of Education, each full time unit member is entitled to a vacation leave as follows:

1 year through 4 years--10 days  
5 years through 9 years--15 days  
10 years and beyond--15 days with one additional day per  
year of service beyond 10 years to a maximum of 20 days

After completing six (6) months of employment with the Board of Education, a newly hired employee may request an advancement of up to five (5) days of vacation from their next year's vacation entitlement.

- B. In order for an employee to qualify for vacation, he/she must be scheduled to be in service 2000 hours or more in each calendar year. Service of one year is defined as from the date of hire to the anniversary date. Vacation may be taken in ¼ day increments at any time during the calendar year subject to recommendation by the Supervisor and approval by the Superintendent, whose approval shall not be unreasonably withheld.
- C. A request for vacation must be submitted to the Superintendent on the form provided by the Board, and contained in the appendix to this agreement. This form must be submitted 10 days prior to the date requested for vacation.
- D. Effective September 1, 2001, an employee's maximum accrual may never exceed 1.5x that year's vacation allowance.

**9.03 Sick Leave**

- A. Employees may use sick leave upon the approval of the Superintendent for absences due to illness, pregnancy, injury, exposure to contagious disease and for illness or death in the immediate family.

Immediate family shall be interpreted to include: Father, mother, grandparents, brother, sister, husband, wife, child, step-child, parent-in-law, or any member of the household who has stood in the same family relationship with the employee as any of these.

- B. Each employee shall be entitled to accumulate sick leave credit at the rate of one and one-fourth (1-1/4) days per month, to a maximum of fifteen (15) days per year and shall be able to accumulate to a maximum of 280 days.

Employees may take sick leave in one fourth (1/4) day increments. Accumulations and usage shall be pro-rated for part-time employees.

- C. Each newly hired employee and each employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each school year to be charged against sick leave he/she subsequently earns.
- D. Any employee transferring to the Board from another public agency shall be credited with the unused balance of his/her accumulated sick leave upon verification from such public agency provided that employment with the Board takes place within ten (10) years of the date of the last termination of employment from another public agency.
- E. The Superintendent shall require a member of the employee unit to furnish a written signed statement on sick leave forms contained in the Appendix to this agreement to justify the use of sick leave.

Attendance Incentive

Effective with the 2009-2010 school year, any employee who does not use any personal, sick or unpaid leave during a school year shall receive a stipend of \$300. If an employee misses one day (either personal, sick or unpaid) the employee shall receive \$200. If an employee misses two days (either personal, sick or unpaid) the employee shall receive \$100. If the employee misses more than two days, no attendance incentive shall be paid.

**9.04 Personal Leave**

**A. Personal Leave Defined**

Personal leave is defined as leave which must be used to conduct business or personal affairs which cannot be conducted at any time other than during the regular working day without creating an undue hardship.

**B. Entitlement to Leave**

An employee shall be granted, upon request, three (3) days of personal leave per year without loss of salary for the following reasons:

- 1. To attend to legal or business affairs which cannot be resolved except during the employee's regular working hours.

2. Attendance at graduation exercises for the employee, his/her spouse or child.
3. Weather conditions which render it impossible, despite the exercise of all reasonable effort and precautions, to report to work.
4. To move from one residence to another.
5. To attend the wedding of a member of the employee's immediate family or attendance at the employee's wedding. Immediate family shall be defined as it is in the Sick Leave Provision of this agreement.
6. To accompany a member of the immediate family to a terminal upon departing for service or to meet a member of the immediate family returning from such service. Immediate family shall be defined as it is in the Sick Leave Provision of this agreement.
7. Community service of educational value where the member of the Employee Unit might be engaged in sponsoring or chaperoning an educational activity having at least some relationship with activities being sponsored directly by the school system.
8. To attend the funeral of a close friend or distant relative.
9. Unrestricted.

**C. Additional Leave Requests**

In addition, an employee may be granted personal leave for other similar situations. Leave requested for reasons not specifically designated in this provision and for leave immediately before or after a school holiday or recess shall be subject to the approval of the Superintendent of Schools.

**D. Submission of Leave Request**

Requests for approval of personal leave shall be made to the Superintendent at least forty-eight (48) hours prior to the requested day(s) except in the case of emergency. Personal leave may be taken in ¼ day increments.

**E. Conversion of Unused Days**

A unit member's unused personal leave will be converted to sick leave at the end of the unit member's contract year. Each unused personal leave day will be converted to one sick leave day, but maximum sick leave accumulation cannot be exceeded.

**F. Restrictions**

1. Personal leave days shall not be cumulative.
2. Abuse of personal leave may result in docking of pay, suspension or other disciplinary action as determined by the Board/Administration.
3. One day of personal leave may be taken without designating the reason for said use.

**9.05 Jury Duty**

An employee called to serve as juror or as a witness under subpoena shall be granted leave for such purpose, shall receive full salary during such service, and shall suffer no loss of other leave provided by this Contract.

**9.06 Assault Leave**

**A. Entitlement to Assault Leave**

A unit member who must be absent due to physical disability resulting from an unprovoked assault on such unit member which occurs in the course of Board employment, on school grounds, during school hours or where required to be in attendance at a school sponsored function shall be eligible for assault leave. Full pay status (days shall not be charged to sick leave) under Assault Leave can be granted up to a maximum of the first fifteen (15) days beginning with the first day of said leave.

**B. Eligibility shall be determined by the Superintendent and will be based on a signed statement on the appropriate form which shall include the following:**

1. A written, signed statement describing the circumstances and events surrounding the assault, the cause thereof including the location, the time of the assault, the names and addresses of the victims and witnesses and a description of the injuries sustained by each victim of the assault unless impossible to do so.

2. A certificate from a licensed physician stating the nature and possible duration of the injury sustained causing absence.
3. If the anticipated duration of the leave is more than that set forth in A, the Superintendent may consider requests for additional days of leave. Provided that the attending physician has stated, in writing, that the additional days are medically necessary.

**9.07 Trade Days**

An employee and his/her immediate supervisor may upon mutual agreement submit a request to the Superintendent to modify the work calendar of an employee, such that the employee will work on a day which is not a required work day of the employee's personal contract. The employee will be compensated for this day by not working on a required work day.

**9.08 Worker's Compensation**

All employees covered under this agreement are protected under the Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of, or arising out of, their employment.

The employee shall have the option to use sick leave or wage reimbursement under the Act.

**9.09 Conference Night**

Day shift personnel who work on conference night shall not be required to work the next scheduled work day. Only the hours beyond the two regularly-scheduled shifts of the employee shall be subject to overtime provisions.

Employees not scheduled to work on conference night may request to reschedule their next regular shift following conference night. Any changes to an employee's work schedule must be approved by his/her immediate supervisor.

In the event that the Board modifies any conference night schedule, this article shall become null and void. The parties shall meet to negotiate this provision.

**ARTICLE X**  
**FRINGE BENEFITS**

**10.01 Employee Insurance**

**A. Board-Provided Insurance**

The Board shall provide all full-time employees, except those hired under Section 10.09 of this Agreement with insurance coverage pursuant to Mahoning County Insurance Consortium MMO Low Deductible Plan. The plan booklet is hereinto incorporated by reference. Effective September 1, 2011, the employees shall contribute, on a monthly basis through payroll deduction, \$20 for single coverage, \$30 for employee + spouse coverage, \$30 for employee + child coverage, \$40 for family coverage towards the cost of Comprehensive Hospitalization and Surgical; Major Medical; Outpatient; Surgery; Diagnostic; Laboratory; Emergency Care; Dental; Vision; and Prescription Drug.

Effective July 1, 2012, the employees shall contribute, on a monthly basis through payroll deduction, five percent (5%) towards the cost of the premium of Comprehensive Hospitalization and Surgical; Major Medical; Outpatient; Surgery; Diagnostic; Laboratory; Emergency Care; and Prescription Drug.

Effective June 30, 2014, the employees shall contribute, on a monthly basis through payroll deduction, ten percent (10%) towards the cost of the premium of Comprehensive Hospitalization and Surgical; Major Medical; Outpatient; Surgery; Diagnostic; Laboratory; Emergency Care; Prescription Drug, and Dental Coverage.

The Board shall provide 100% of the total cost of Term Life Insurance/Accidental Death and Dismemberment.

Married couples who are both employees of MCCTC must select either two single plans or one family plan and is not subject to the requirements of Spousal Eligibility.

Spousal Eligibility

1. In fiscal years 2010, 2011 and 2012 only, eligible employees shall receive payment for actual health insurance premiums paid by their spouses, up to a maximum of \$600.00 each year. Written documentation by the spouses'

employer of the amount paid, and certified by the district employee, must be provided to the treasurer by the end of each school year to receive payment.

2. (a) Effective September 1, 2009 an employee's spouse who is enrolled for coverage with the district and who has retired and has access to continuous group health insurance coverage pursuant to his/her retirement must enroll in the retirement health insurance plan for at least single coverage. Effective July 1, 2012, an employee's spouse who is enrolled for coverage with the district and who has retired and has access to continuous group health insurance coverage pursuant to his/her retirement must enroll in the retirement medical and prescription drug insurance plans for at least single coverage.  
  
(b) Effective September 1, 2009, an employee's spouse who is enrolled for coverage with the district and who is employed for a minimum of twenty (20) hours per week by a school district covered by the Mahoning County Insurance Consortium must enroll in his/her employer's health insurance plan for at least single coverage. Effective July 1, 2012, an employee's spouse who is enrolled for coverage with the district and who is employed for a minimum of twenty (20) hours per week by a school district covered by the Mahoning County Insurance Consortium must enroll in his/her employer's medical and prescription insurance plans for at least single coverage.
3. Effective with new employees hired on or after September 1, 2009, the employee's spouse who is enrolled for coverage with the district must enroll in his/her employer's health insurance for single coverage minimally if the employee's spouse:
  - (a) works a minimum of twenty (20) hours per week; and
  - (b) has access to continuous group health insurance coverage pursuant to employment outside the district.
  - (c) Effective July 1, 2012, any employee referenced in 3. above who has a spouse who is enrolled for coverage with the district must enroll in his/her employer's medical and prescription drug insurance plans for single coverage minimally if the employee's spouse:
    - (i) works a minimum of twenty (20) hours per week; and

(ii) has access to continuous group health insurance coverage pursuant to employment outside the district.

4. Effective September 1, 2009, an employee's spouse not covered in Section 2. above who is enrolled for coverage with the district must enroll in his/her employer's health insurance for single coverage minimally if the employee's spouse:

(a) works a minimum of twenty (20) hours per week; and

(b) has access to continuous group health insurance coverage pursuant to employment outside the district at a cost of not more than Three Hundred Dollars (\$300.00) per month.

Effective July 1, 2012, an employee's spouse not covered in Section 2. above who is enrolled for coverage with the district must enroll in his/her employer's medical and prescription drug insurance plans for single coverage minimally if the employee's spouse:

(a) works a minimum of twenty (20) hours per week; and

(b) has access to continuous group health insurance coverage pursuant to employment outside the district at a cost of not more than Three Hundred Dollars (\$300.00) per month.

5. An employee's spouse is deemed to have "access to continuous group health insurance" coverage when:

(a) the spouse can enroll in his/her employer's health insurance plan, or;

(b) the spouse elects not to enroll in his/her employer's plan but receives a stipend or higher salary, or the spouse could have taken the health plan and not taken the stipend, or;

(c) the spouse receives a "cafeteria" or similar plan benefit from the spouse's employer that allows the spouse the choice of health insurance, life insurance, annuity premium or other benefits, or;

(d) the spouse is the owner, partner, or has a form of proprietary interest in an enterprise that provides no-cost health benefits to its employees.

6. Each employee who has enrolled in the district's family insurance plan must complete and provide to the Treasurer COB Form annually on or before September 1 of each school year.

**B. Change in Carriers**

If, at any date following the ratification of this Agreement, the Board elects to change the insurance carriers that provide any of the coverage and services specified herein, the Association President shall be notified in writing not less than thirty days prior to the effective date of the change in carriers. At the time of said notification, the Board shall provide to the Association a complete copy of the bid specifications of the certificate of insurance for the new plan setting forth in detail the specifications of coverage and services to be provided by the new carrier.

**C. Change in Coverage Status**

Effective the first day of the month following employee notification, an employee may change the coverage status (single or family) with the carrier when a change in the employee's coverage status is prompted by a loss of spouse's coverage, divorce, marriage, childbirth, adoption, pre-adoption, assumption of a dependent, death of a spouse or any other situation approved by the insurance carrier.

**D. Continuation of Benefits**

1. The Board shall permit all employees who have been granted unpaid leaves of absence or who are on layoff status to remain in the employee insurance group for all coverages provided by the Board at the employee's expense for the duration of unpaid leave or entitlement to reinstatement.
2. Insurance coverage for employees who have been granted paid leaves of absence shall continue to be provided by the Board.

**E. Pre-Existing Condition Limitation**

Charges for an injury, illness or related conditions caused by or resulting from a pre-existing condition shall not be covered for newly hired employees only.

A pre-existing condition means any condition that existed during the six (6) months just prior to an employee's effective date under the plan for which an

employee or an employee's dependent received medical care, services, or took prescription drugs. A condition will cease to be pre-existing after the earlier of:

1. The last day a six (6) consecutive month period ends on or after the effective date for which an employee or an employee's dependent receives no treatment or prescription medication for that condition; or
2. Twelve (12) consecutive months after an employee's coverage begins.

**10.02 Specific Coverage  
(This Section now covered in a separate medical plan booklet)**

**Insurance Opt-Out**

Effective September 2004 employees shall have the option to opt-out of the district's medical, dental, vision and prescription benefits plans. Employees who opt-out of all benefits plans shall receive \$1,000 per year in lieu of benefits, payable at the end of each year. Employees must indicate their desire to opt-out of the benefits plans by August 15 of each year and remain out for 12 consecutive months. New employees shall have four (4) weeks from their hire date to exercise their opt-out and shall have their amount prorated for late hires. Employees must show proof of other insurance before they will be allowed to opt-out of the district's medical, dental, vision and prescription benefits.

**10.03 Employee Assistance Program (EAP)**

It is recognized that a variety of personal, physical, and/or psychological problems may interfere with the ability of employees to perform satisfactorily while on the job. Many problems may be successfully treated resulting in enhanced job effectiveness. The purpose of this program is to assist individuals in getting the help they need.

1. Through the Employee Assistance Program, referral and rehabilitation services are available to employees, their spouses, and their covered dependents who have alcohol, drug, emotional, and/or other psycho/social problems. Job security or promotional opportunity will not be jeopardized by seeking or entering a program of treatment.
2. Employees, their spouses, or covered dependents, who suspect that they may have a problem are encouraged to voluntarily take advantage of this program and to follow through with any prescribed treatment. The referral service of

the program will be furnished at no cost to employees. The cost of rehabilitation and treatment will be covered to the extent that benefits are provided under contract health care benefits.

3. The confidential nature of referrals will be strictly preserved. All related records, if any, will be regarded as highly confidential. The Board of Education and other employees will not have access to diagnostic or treatment information unless the employee requests that the information be released to individuals specified by the employees.
4. Voluntary acceptance of this assistance program will not be a valid reason for poor job performance and will not result in any special regulations, privileges, or exemptions from current practices applicable to job performance requirements.
5. This program is provided through the Mahoning County School Employees Insurance Consortium and may be discontinued at the discretion of the Insurance Consortium. In the event the program is discontinued, the Board of Education will not be obligated to continue the program.

#### **10.04 Dental**

1. **Each employee shall have the option of having Board-provided dental insurance, either individual or family coverage, at the option of the employee, with the employee paying 10% of the premium, effective June 30, 2014.**
2. The dental coverage shall have a \$25.00 per person, \$75.00 per family, per year, deductible clause.
3. Preventive and diagnostic care shall be 100% provided by the carrier. Orthodontia shall provide for a \$1,000 lifetime maximum per individual covered. All other procedures shall be 80/20 or 50/50 of the usual, customary, and reasonable fees charged by a dentist up to a maximum of \$1,000.00 per person in each calendar year.

#### **10.05 Vision Care**

1. The Board shall purchase from a carrier licensed by the State of Ohio, vision care insurance for each employee now or hereinafter employed, and for the employee's family.
2. Said vision care insurance shall be a non-deductible plan and the coverages provided shall be equal to or greater than the coverages listed below.

a. **Dual Choice Plan**

If the patient elects to receive vision care services from one of a list of panel doctors, covered services are provided at no out-of-pocket cost. If a covered person does not wish to secure services as described herein from a panel doctor, he may secure services from any optometrist, ophthalmologist, and/or dispensing optician, and submit the bill to the carrier for reimbursement in accordance with the following schedule:

**Schedule**

**(1) Professional Fees**

Vision Examination - \$30.00

**(2) Materials**

Single Vision	\$25.00
Bifocals	\$35.00
Trifocals	\$45.00
Lenticular	\$75.00
Frames	\$25.00

**(3) Contacts**

In lieu of all other Plan benefits:

Necessary	\$175.00
Cosmetic	75.00

b. **Benefits**

**(1) Vision Examination**

A vision examination shall be provided as needed and shall consist of a complete analysis of the eyes and related structures to determine the presence of vision problems or other abnormalities. The prescription of glasses is included where indicated.

**(2) Lenses**

- (a) Lenses shall be provided every twelve months. The attending physician shall order the proper lenses if needed. The program provides the finest quality lenses fabricated to exacting standards. The doctor also verifies the accuracy of the finished lenses.
- (b) Contact Lenses--Lenses shall be provided every twelve months. Contact lenses are furnished under the plan when the attending physician secures approval for the following conditions: following cataract surgery; to correct extreme visual acuity problems that cannot be corrected with spectacle lenses; keratoconus. When the attending physician receives approval for such cases, he/she is fully covered by the carrier. When patients choose contact lenses for reasons other than the above, the carrier will make an allowance of \$75.00.

**(3) Frames**

Frames shall be provided every twelve months. If an employee chooses a frame beyond the selection allowed by the plan of a large frame that requires over-size lenses, the employee will be required to pay an additional charge.

- 3. The administration shall, upon submission of a request by an employee, contact the insurance carrier and request the investigation of alleged overcharges made by panel providers and that a response to the request be made in writing following any investigation.

**10.06 Term Life and Accidental Death and Dismemberment Coverage**

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of fifty thousand dollars plus an equal amount of accidental death and dismemberment coverage for each employee at no cost to the employee, effective the first of the month following ratification of the Agreement.

**10.07 Insurance Contracts**

The Board shall provide to the Association one copy of each signed contract entered into between the Board and the insurance companies which shall provide

the benefits specified in this Agreement. Copies of existing contracts shall be provided to the Association within seven days of ratification of the Agreement by both parties. Copies of contracts subsequently entered into by the Board shall be provided within seven days after they are received by the Administration.

**10.08 Description of Fringe Benefits**

Within thirty days following the signing of the Agreement and once annually thereafter, each employee shall receive a description of the insurance programs provided by the Board for the employees' benefit.

**10.09 Proration of Benefits**

Employees working less than 30 regularly scheduled hours per week will have the insurance benefits provided for in this agreement paid for through the following formulas:

25 -30 regularly scheduled hours per week = 75% Board paid  
18 - 24 regularly scheduled hours per week = 50% Board paid  
16 - 17 regularly scheduled hours per week = 0% Board paid

- A. The employees' share of the premium shall be deducted through payroll deduction.
- B. Proration of benefits shall not apply to any current bargaining unit members employed as of December 1, 1988. These employees will not have their hours reduced so as to become a pro-rata employee.
- C. Employees working less than 16 hours per week shall not be eligible to purchase any of the above fringe benefits.

**10.10 Notwithstanding any of the above provisions, the plan design of all insurance plans shall be moved to the one plan of the MCSEIC effective July 1, 2014.**

**10.11 Severance Pay**

In accordance with statute, all employees who present evidence of retirement from active service with the Board of Education shall be granted severance pay for their accrued but unused sick leave days. This policy specifies the manner for so doing.

The Board authorizes the payment to a retiring employee of one quarter of his/her unused sick leave days to a maximum of 70 days under the conditions hereinafter

specified. The employee must receive his/her severance pay check in compliance with current IRS rules and regulations.

For purposes of this policy, "retirement" means retirement under the School Employees Retirement System (S.E.R.S.) and includes disability retirement.

- A. In order to qualify for severance pay, an employee shall have served ten or more years of active service covered by S.E.R.S., with the state or a political subdivision or a combination thereof.
- B. If approved, severance pay will be made only once to an employee.

#### **10.12 SERS Pick-Up**

The Mahoning County Career & Technical Center Board of Education herewith agrees to pick-up utilizing the salary reduction method contributions to the State Retirement System paid upon behalf of the employees in the above named bargaining unit at no cost to the Board under the following terms and conditions.

- A. The amount to be "picked-up" on behalf of each employee shall be the established SERS rate of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of state and federal tax only.
- B. Shall be uniformly applied to all members of the bargaining unit.
- C. Payment for all paid leaves, sick leave, personal leave, severance pay, including unemployment and workers' compensation, shall be based on the employee's daily rate of pay prior to reduction.

Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

## ARTICLE XI

### UNPAID LEAVE

#### 11.01 Medical Leave (Illness or Disability)

Upon written request of a bargaining unit member, a leave of absence for illness or other disability shall be granted up to a maximum of two (2) years as per ORC 3319.13. Requests for such leave shall be submitted at least thirty days prior to the commencement of the leave except in serious and unusual circumstances. The written request shall include the nature of the leave, beginning date and anticipated expiration date of the leave. The form found in the Appendix will be provided by the Board.

#### 11.02 Parental Leave

##### A. Entitlement to Parental Leave

Parental leave of absence shall be granted, upon request, to an employee who becomes pregnant or who becomes a parent by childbirth or adoption. Said leave shall be an unpaid leave of absence and shall be granted for up to a maximum of twelve (12) months. Parental leave for pregnancy may begin at any point of the pregnancy and shall continue through the disability connected with delivery. Upon request of the employee, parental leave may be extended for an additional twelve (12) month period, provided the request is made in writing to the Superintendent within thirty (30) days immediately preceding the conclusion of the initial period of the leave.

##### B. Submission of Leave Request

Application for a parental leave shall be made in writing to the Superintendent not later than thirty (30) workdays prior to the effective date for such leave and such request shall state the anticipated duration of the leave. In the case of parental leave for pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.

##### C. Reinstatement Rights

1. Upon return from a leave of absence granted under this Article, a unit member shall be returned the position (or classification) he/she vacated.

- a. In cases of reinstatement after a leave exceeding four (4) weeks, written notice of intent to return shall be given at least thirty (30) days prior to expiration of the leave. In cases of reinstatement after a leave of less than four (4) weeks, written notice of intent to return shall be given at least fifteen (15) days prior to expiration of the leave.
  - b. Failure to provide such notice may waive the right of reinstatement if the Board so chooses.
  - c. In the case of a leave under Section 11.03, the Board may require a licensed physician's statement of the ability of the unit member to return to work.
2. Upon return of the unit member from a leave, the Board shall have the right to terminate the employment of a person hired for the purpose of replacing the unit member while he/she was on leave.

#### **11.03 Continuation of Group Insurance**

A unit member provided leave under this Article may continue group insurances under this contract if permitted by the carrier by paying the amount of the premium to the Board Treasurer at least five (5) days prior to the usual date the Treasurer submits payment to the carrier. The Superintendent will provide notice to the unit member as to whether or not the carrier will permit continuation of coverage during the leave.

#### **11.04 Family and Medical Leave**

The parties agree to abide by the terms and provisions of the Federal Family and Medical Leave Act of 1993. All benefits guaranteed by the act will be provided to employees covered by this Agreement and shall be in addition to any other benefits provided herein. Furthermore, the benefits of the FMLA are not intended to supersede or diminish any other leave provisions contained in this Agreement.

- A. Each eligible employee is entitled to take and shall be granted up to a combined total of twelve (12) weeks of unpaid leave per year (July 1 through June 30). Eligible employees must give at least 30 days notice before taking leave, when leave is foreseeable. Leave may be taken for the following reasons:

1. A serious health condition of the employee that makes the employee unable to perform his or her job.
  2. The birth and first-year care of a child.
  3. The adoption or foster placement of a child.
  4. To care for a child, spouse, or parent who has a serious health condition.
- B. The school board may require a doctor's certificate for leaves involving a serious health condition that affects either the employee or a family member. The school board may also require second and third opinions (at Board expense) and a fitness for duty report to return to work.
  - C. Only when medically necessary, as determined by the employee's physician, may leave be taken intermittently. Intermittent leave which is not medically necessary is subject to the approval of the superintendent.
  - D. Eligible employees shall be those employees who have worked for the school district at least one year and who worked for at least 1,250 hours over the previous twelve (12) months.
  - E. Employees who take leave under this provision are entitled to the continuation of group medical insurance benefits during the period of leave. During this period of leave, the Board shall pay the same premium contribution for medical insurance as would be paid by the Board, if the employee were working. Employees shall have the option to retain vision, dental and life insurance by reimbursing the district for the full cost of said premiums.
  - F. Upon the employee's return from leave granted under this provision, the Board shall return the employee to the same position he/she occupied prior to the leave.
  - G. The taking of leave under this provision shall not result in the loss of any employment benefit accrued prior to the date the leave commenced nor shall such leave affect the seniority of such employee. An employee shall continue to accrue seniority while on family and medical leave.

#### **11.05 Other Unpaid Leave**

- A. The Board may at its discretion approve other unpaid leaves of absence for

educational, professional, or "other reasons." Applications shall be filed no later than thirty (30) days prior to the anticipated commencement of the leave, and shall specify the anticipated duration of the leave.

- B. Other unpaid leave shall be for a period of up to one (1) year. Extensions may be granted at the discretion of the Board. Employees may not use sick leave while on other unpaid leave.

## **ARTICLE XII**

### **HOURS AND COMPENSATION**

#### **12.01 Change of Custodial Hours**

During such times as the administration determines to schedule custodial employees on a single shift, the hours shall be 7:00 a.m. to 3:00 p.m. The Board may create a one person shift from 8:00 a.m. to 4:00 p.m. during the summer and when regular classes are not in session. The Board may create a one-person flexible shift 5 times in the summer up to a maximum of 5 days.

#### **12.02 Lunch**

All bargaining unit members who work five (5) or more hours per day shall receive a one-half (1/2) hour paid lunch. All secretaries hired prior to January 1, 1998, who work five (5) or more hours per day shall receive a one (1) hour paid lunch. Secretaries shall normally take one half (1/2) hour during the noon hour and one half (1/2) hour at the end of the day. With the approval of the immediate supervisor, a secretary hired prior to January 1, 1998, may schedule the full hour during the noon hour. Secretaries hired after January 1, 1998 who work five (5) or more hours per day shall receive a one-half (1/2) hour paid lunch.

#### **12.03 Breaks**

Bargaining unit members shall be granted fifteen (15) minutes duty-free paid break time for each four (4) hours consecutively worked.

#### **12.04 Calamity Days**

- A. Bargaining unit members not required to report to work shall be paid their regular rate of pay for scheduled hours on such calamity days. Bargaining unit members required to work on a calamity day shall be paid their regular rate of

pay for all hours actually worked, in addition to calamity day pay or may request a trade day under Section 9.07 of this Agreement.

- B. If more than five (5) calamity days are necessary during one school year, any make up days required by the state may be made up immediately following the students' scheduled last day of the school year. If end of the year make up calamity days interfere with commencements, then the days will be made up on Saturdays/holidays/spring break, as will be mutually agreed to by Mahoning County CTC Classified Employees Association and the administration. There will be no additional compensation for days made up due to these circumstances provided the employee was paid for the original calamity day.

**12.05 Overtime**

A bargaining unit member will be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all authorized hours actually worked over 8 in any day or over forty hours in one week. Authorization for overtime shall be by the Superintendent or Director.

**12.06 Sunday Overtime**

When an employee is requested to work on Sunday, the employee shall be paid at double time rate for hours worked.

**12.07 Holiday Overtime**

When an employee is requested to work on a holiday as specified in this Contract, the employee shall receive his/her holiday pay and time and one-half his/her regular hourly rate (1 + 1-1/2) for hours actually worked.

**12.08 Special Function Assistance**

When the administration determines that a function in the school building will result in additional workload for bargaining unit members, the administration shall secure adequate staff so that the workload of the next regular shift will not be increased subject to the following:

- A. A custodial employee will be on duty on the day of the function for the amount of time necessary to complete the additional work. Such time shall be for a minimum of four (4) hours.
- B. When cafeteria kitchen equipment is to be used by an outside group, there shall be a cafeteria employee on duty.

**12.09 Stipend**

Notwithstanding the overtime provisions of this contract, the Association agrees that a non-certificated employee who volunteers to work at a function where other district employees receive a stipend, shall receive a stipend as such is paid by the outside organizations.

**12.10 Salary**

Base salary increase of 3% in 2009-2010.  
Base salary increase of 3% in 2010-2011; and  
Base salary increase of 3% in 2011-2012.

Current index is to be maintained for duration of contract.

For the period July 1, 2012-June 30, 2014, the salary schedule shall be the July 1, 2011, schedule. There will be no salary increase in 2012-13 and no salary increase in 2013-14 and no employee shall be advanced a step on the salary schedule in either year.

All members of the bargaining unit shall receive an additional Three Hundred Dollars (\$300.00) for the 2012-13 school year and Three Hundred Dollars (\$300.00) for the 2013-14 school year.

**12.11 Salary Schedule Placement**

The placement of new employees on the salary schedule shall be in accordance with the provisions of the ORC.

**12.12 Advancement on the Salary Schedule**

Each newly hired unit member must have worked at least one half (1/2) of the contract year to advance one step on the salary schedule. Thereafter, in order to advance one step, a unit member must have served at least two thirds (2/3) of the prior contract year with the District.

**12.13 Maintenance/Custodial Supplemental Contract**

A supplemental contract of 3% of that employee's contracted salary will be paid to the custodian who is employed under and performing the

Maintenance/Custodian job duties. *Note: the parties agree to include/list Maintenance/Custodian duties in the custodian's job description, upon mutual agreement.*

**12.14 Uniforms for Custodial Staff**

Custodians will be provided and wear uniforms at the Board expense.

**12.15 Direct Deposit**

The Board will provide direct deposit for employees in this bargaining unit. All employees must utilize direct deposit to receive their pay.

**ARTICLE XIII**

**EFFECTS OF THE AGREEMENT**

**13.01 No Reprisals**

The Board and the Administration agree that there will be no reprisals of any kind taken against the employees for the action taken relative to negotiations, and/or membership representation, and/or holding office in the Association, and/or for the filing of a grievance.

**13.02 Individual Contracts**

All individual contracts entered into between an employee and the Board shall be in compliance with the terms and conditions of this Agreement.

**13.03 Amendment**

This Agreement represents the full understanding and commitment between the parties. The Board shall amend its policies and practices to give full force and effect to the provisions of this Agreement. This Agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed and adopted by both parties.

**13.04 Severability**

**A. Statutory Compliance**

It is understood that this agreement is subject to and shall operate within the framework of the statutes of the State of Ohio, except as the parties are permitted to bargain contrary to law pursuant to 4117.10(A).

**B. Validity of Agreement**

If any provision to this Agreement or any application of this Agreement to any individual employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**C. Determination of Illegality**

Any provision of this Agreement which is deemed contrary to law by the court of highest jurisdiction shall be renegotiated by the parties within fifteen days after said finding is rendered.

**D. Impasse Resolution**

If agreement has not been reached upon expiration of the 15-day negotiation period, the disputed provision shall become subject to the negotiation impasse procedure outlined in this Agreement.

**13.05 Personnel Forms**

**A. Personnel Forms Included in Appendix**

All personnel forms that are utilized relative to the implementation of the provision of this Agreement shall be attached as an appendix of this Agreement. A copy will be initialed as to receipt, dated and returned to the employee at the time the employee submits the form.

**B. Personnel Forms in Compliance with Agreement**

All personnel forms contained in the appendix of this Agreement shall be in full compliance with the terms and conditions of this Agreement.

**C. Revision of Personnel Forms**

Personnel forms contained in the appendix of this Agreement may be revised by the Superintendent provided that said revisions are in compliance with the terms and conditions of this Agreement and provided that the Association President is in receipt of a copy of the revised form prior to the distribution and utilization of the form.

**13.06 Duplication and Distribution**

Within 30 days of agreement, a signed ratified copy will be delivered to the Administration. Within 30 days the Administration shall print copies of the negotiated Agreement and distribute a copy to all employees in the Unit. Employees hired thereafter shall also be furnished with a copy. The complete Agreement, including any revisions or amendments agreed to in the negotiations, shall be printed in its entirety and distributed to all employees. The expense of such printing shall be borne by the Board.

**13.07 Duration**

This agreement shall become effective at 12.01 a.m. July 1, 2012, following ratification and adoption by the parties hereto except as otherwise noted. This agreement shall expire on June 30, 2014.

The parties to this Contract, signed this date June 1, 2012 as witnessed below:

FOR THE ASSOCIATION

Neven E. Labo  
President

Al Nelson Jr.  
Chief Negotiator

Sheep Z. Perki  
Negotiator

Lise J. Truitt  
Negotiator

\_\_\_\_\_  
Negotiator

FOR THE BOARD OF EDUCATION

Bonny Hilde  
President

Ronan M. Craig  
Superintendent

Blair E. Karlovic  
Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

MAHONING COUNTY  
 CAREER &  
 TECHNICAL CENTER  
 CLASSIFIED

Effective 1-Jul-11

<u>Step</u>	<u>Caf. Helper</u>	<u>Off. Emp. I</u>	<u>Head Cook</u>	<u>Custodian</u>
0	16.64	17.11	17.24	17.38
	1.0100	1.0385	1.0463	1.0544
1	16.94	17.43	17.55	17.69
	1.0282	1.0576	1.065	1.0734
2	17.25	17.74	17.87	18.01
	1.0467	1.0763	1.0842	1.0927
3	17.56	18.06	18.19	18.33
	1.0656	1.0956	1.1038	1.1124
4	17.88	18.39	18.52	18.66
	1.0847	1.1156	1.1236	1.1324
5	18.20	18.71	18.85	19.00
	1.1042	1.1353	1.1438	1.1528
6	18.53	19.05	19.19	19.34
	1.1241	1.1562	1.1644	1.1735
7	18.86	19.40	19.54	19.69
	1.1443	1.177	1.1854	1.1947
8	19.20	19.75	19.89	20.04
	1.1649	1.1983	1.2067	1.2162
9	19.54	20.10	20.25	20.40
	1.1859	1.2196	1.2285	1.2381
10	19.90	20.45	20.61	20.77
	1.2073	1.2409	1.2506	1.2604
12	20.05	20.63	20.77	20.94
	1.2168	1.2516	1.2605	1.2704
14	20.41	20.99	21.15	21.31
	1.2387	1.2737	1.2832	1.2932
16	20.78	21.37	21.53	21.70
	1.261	1.2967	1.3063	1.3165
18	21.16	21.75	21.92	22.09
	1.2837	1.3197	1.3298	1.3403
20	21.57	22.54	22.69	22.87
	1.3088	1.3677	1.3768	1.3876

*Mahoning County Career & Technical Center*  
**CLASSIFIED PERSONNEL EVALUATION FORM**

EMPLOYEE:	JOB TITLE:
DATE OF EVALUATION:	DATE OF LAST EVALUATION:
<b>PERFORMANCE APPRAISAL</b>	
QUALITY OF WORK:	
QUANTITY OF WORK:	
INTERACTION WITH OTHERS:	
<b>AREAS OF COMMENDATION</b>	
<b>AREAS NEEDING IMPROVEMENT</b>	
<b>OBJECTIVES/TARGETS TO BE ACHIEVED</b>	
<b>ADDITIONAL COMMENTS BY EMPLOYEE</b>	
<b>EMPLOYEE'S SIGNATURE</b>	<b>DATE</b>
<b>EVALUATOR'S SIGNATURE</b>	<b>DATE</b>

MAHONING COUNTY CAREER & TECHNICAL CENTER

APPLICATION FOR USE OF SICK LEAVE

EMPLOYEE'S NAME \_\_\_\_\_ DATE \_\_\_\_\_

NO. OF DAY(S) REQUESTED \_\_\_\_\_ DATE(S) REQUESTED \_\_\_\_\_

The undersigned hereby makes application for the use of sick leave as provided in Section 3319.141 of the Ohio Revised Code. The use of such sick leave is justified for the following reasons:

- \_\_\_\_\_ 1. Personal illness
- \_\_\_\_\_ 2. Personal injury
- \_\_\_\_\_ 3. Illness or injury in immediate family
- \_\_\_\_\_ 4. Death in immediate family
- \_\_\_\_\_ 5. Pregnancy
- \_\_\_\_\_ 6. Exposure to contagious disease

If medical attention was required, list the name and address of the attending physician:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE(S) OF CONSULTATION \_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

ADMINISTRATIVE ACTION

\_\_\_\_\_ APPROVED

\_\_\_\_\_ DISAPPROVED

\_\_\_\_\_  
SUPERINTENDENT

MAHONING COUNTY CAREER & TECHNICAL CENTER  
REQUEST FOR PERSONAL LEAVE

NAME \_\_\_\_\_ DATE \_\_\_\_\_

DATE(S) REQUESTED \_\_\_\_\_

Personal leave shall be granted upon request for any of the reasons listed below. Personal leave taken for these reasons shall require 48-hour prior notice to the Superintendent, except in the case of emergency. (Check appropriate reason.)

- \_\_\_ 1. To attend to personal, legal, or business affairs which cannot be resolved except during the hours school is in session.
- \_\_\_ 2. Attendance at graduation exercises for the employee, his/her spouse, or child.
- \_\_\_ 3. Weather conditions which render it impossible, despite the exercise of all reasonable effort and precautions, to report to work.
- \_\_\_ 4. To move from one residence to another.
- \_\_\_ 5. To attend the wedding of a member of the employee's immediate family or attendance at the employee's wedding. Immediate family shall be defined as it is in the Sick Leave Provision of this Agreement.
- \_\_\_ 6. To accompany a member of the immediate family to a terminal upon department for service or to meet a member of the Immediate family returning from such service. Immediate family shall be defined as it is in the Sick Leave provision of this Agreement.
- \_\_\_ 7. Community service of educational value where the member of the Employee Unit might be engaged in sponsoring or chaperoning an educational activity having at least some relationship with activities being sponsored directly by the school system.
- \_\_\_ 8. To attend the funeral of a close friend or distant relative.
- \_\_\_ 9. Unrestricted.

Personal leave for reasons other than the above-listed reasons shall require prior approval of the Superintendent and 48-hours prior request, except in the case of emergency. (Give explanation of reason.)

\_\_\_\_\_

\_\_\_ Approved      \_\_\_ Disapproved

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

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

---

MAHONING COUNTY CAREER & TECHNICAL CENTER  
VACATION REQUEST.

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I wish to take the following day(s) as vacation:

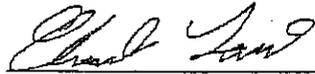
<hr/> Date	<hr/> Employee
<input type="checkbox"/> Recommended	<input type="checkbox"/> Approved
<input type="checkbox"/> Not Recommended	<input type="checkbox"/> Not Approved

MEMORANDUM OF UNDERSTANDING

The Mahoning County Career and Technical Center Board of Education and the Mahoning County Career and Technical Center Classified Employees Association agree to the following method to post and fill custodial positions:

1. The open position shall be posted by shift.
2. The custodial employees and management shall meet to determine work areas for each position.
3. Following Step Two (2), the new employee shall be assigned the vacant position/area.

FOR THE ASSOCIATION



Chuck Laird  
President MCC&TC-CEA

FOR THE BOARD



Roan Craig  
Superintendent

MAHONING COUNTY CAREER & TECHNICAL CENTER  
7300 North Palmyra Road  
Canfield, Ohio 44406

**Leave of Absence**

Name \_\_\_\_\_

Position \_\_\_\_\_

Date for leave of absence \_\_\_\_\_

Reason for request \_\_\_\_\_

Location \_\_\_\_\_

Estimated time involved: from \_\_\_\_\_ to \_\_\_\_\_ (time of day)

Signature \_\_\_\_\_ Date \_\_\_\_\_

This form must be filled out completely when the employee plans to be out of the school for one-half day to one full day. It must also be filled out whenever the employee plans to leave Mahoning County.

The form must be completed in duplicate prior to leaving the school.

\_\_\_\_\_  
*Supervisor's Signature* *Date*

\_\_\_\_\_  
*Director's Signature* *Date*

SUBSTITUTE NEEDED:  Yes  No

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

\_\_\_\_\_  
*Superintendent*

**MAHONING COUNTY CAREER & TECHNICAL CENTER**

**Request for Attendance at Professional Meeting**

Name \_\_\_\_\_ Position \_\_\_\_\_

Date Request Submitted \_\_\_\_\_ Conference \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Date of Conference: From \_\_\_\_\_ Through \_\_\_\_\_

Reason for request \_\_\_\_\_

\_\_\_\_\_

**PLEASE CHECK ONE**

*BUS* \_\_\_\_\_ *AIR* \_\_\_\_\_ *AUTO* \_\_\_\_\_

**COST**

Lodging \_\_\_\_\_ Bus \_\_\_\_\_

Meals \_\_\_\_\_ Air \_\_\_\_\_

Mileage \_\_\_\_\_ Auto \_\_\_\_\_

Registration \_\_\_\_\_ State Reimbursed? Yes \_\_\_\_\_ No \_\_\_\_\_

Total Cost \_\_\_\_\_ Comments \_\_\_\_\_

***SUBSTITUTE NEEDED***

Yes \_\_\_\_\_ No \_\_\_\_\_ *INSTRUCTOR* \_\_\_\_\_

Indicate Day(s) Substitute Needed: \_\_\_\_\_

Recommended \_\_\_\_\_ Approved or Recommended \_\_\_\_\_ Approved \_\_\_\_\_

Not Recommended \_\_\_\_\_ Not Approved or Recommended \_\_\_\_\_ Not Approved \_\_\_\_\_

\_\_\_\_\_  
*SUPERVISOR*

\_\_\_\_\_  
*DIRECTOR*

\_\_\_\_\_  
*SUPERINTENDENT*

**MAHONING COUNTY CAREER & TECHNICAL CENTER  
ADULT EDUCATION ENROLLMENT REQUEST FORM**

I REQUEST APPROVAL TO BE ENROLLED IN THE FOLLOWING COURSE:

COURSE	DAY(S)	TIME	FEE
--------	--------	------	-----

ADULT EDUCATION TERM:     FALL     WINTER     SPRING

\_\_\_\_\_  
STAFF MEMBER

\_\_\_\_\_  
DATE

I BELIEVE THIS COURSE WILL BENEFIT ME IN PERFORMING MY ASSIGNED DUTIES  
IN THE FOLLOWING WAY(S):

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

<input type="checkbox"/> RECOMMENDED	<input type="checkbox"/> RECOMMENDED	<input type="checkbox"/> APPROVED
<input type="checkbox"/> NOT RECOMMENDED	<input type="checkbox"/> NOT RECOMMENDED	<input type="checkbox"/> NOT APPROVED

_____ SUPERVISOR	_____ ADULT EDUCATION SUPERVISOR	_____ SUPERINTENDENT
---------------------	-------------------------------------	-------------------------

_____ DATE	_____ DATE	_____ DATE
---------------	---------------	---------------

MAHONING COUNTY CAREER & TECHNICAL CENTER

**Professional Leave/Youth Club Activity Expense Report**

Name \_\_\_\_\_

Date of Approved Activity or Meeting from \_\_\_\_\_ to \_\_\_\_\_

Approved Activity or Meeting \_\_\_\_\_

**Expenses**

BUS, RAIL OR AIR FARE	\$ _____
TOTAL AUTO MILAGE _____	\$ _____
HOTEL ROOM (Invoice must be submitted)	\$ _____
MEALS (Receipts must be submitted)	\$ _____
ITEMIZED MISCELLANEOUS EXPENSES	\$ _____
(Invoices must be submitted)	\$ _____
	\$ _____
	\$ _____
TOTAL REIMBURSABLE EXPENSES	\$ _____

THE ABOVE EXPENSES WERE APPROVED IN ADVANCE AND WERE INCURRED IN CONNECTION WITH SCHOOL BUSINESS.

\_\_\_\_\_  
*Employee's Signature*

\_\_\_\_\_  
*Approval for payment - Superintendent*

\_\_\_\_\_  
*Date signed*

\_\_\_\_\_  
*Date*

MAHONING COUNTY CAREER & TECHNICAL CENTER

TRADE DAY  
REQUEST FORM

WORK DATE REQUESTED	TRADE DATE REQUESTED
<p>I request to work on the following day(s) which is not a required work day of my contract.</p> <p>_____</p> <p>DATE(S) REQUESTED TO WORK</p> <p>_____</p>	<p>I request to take the following day(s) off in trade for the day(s) worked which was not part of my contract.</p> <p>DATE WORKED                      TRADE DATE</p> <p>_____                                      _____</p> <p>_____                                      _____</p> <p>_____                                      _____</p>
<p>APPROVED _____</p>	<p>APPROVED _____</p>
<p>SUPERINTENDENT _____</p>	<p>SUPERINTENDENT _____</p>
<p>NOT APPROVED _____</p>	<p>NOT APPROVED _____</p>
<p>DATE _____</p>	<p>DATE _____</p>

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Mahoning County Career & Technical Center

GRIEVANCE FORM

NAME OF GRIEVANT \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_

DATE CAUSE OF GRIEVANCE OCCURRED \_\_\_\_\_

A. STATEMENT OF GRIEVANCE, INCLUDING THE ARTICLE/SECTION(S) VIOLATED,  
MISINTERPRETED, OR MISAPPLIED:

B. RELIEF SOUGHT:

\_\_\_\_\_  
SIGNATURE OF GRIEVANT OR  
ASSOCIATION REPRESENTATIVE

\_\_\_\_\_  
DATE

CTC 285 (Rev. 7-03)

MAHONING COUNTY CAREER & TECHNICAL CENTER

ASSAULT REPORT

NAME \_\_\_\_\_

DATE OF ASSAULT \_\_\_\_\_ APPROXIMATE TIME OF ASSAULT \_\_\_\_\_ A.M.  
P.M.

LOCATION \_\_\_\_\_

NAME OF PERPETRATOR(S) \_\_\_\_\_

PLEASE CIRCLE THE RELEVANT DATA:

PHYSICAL	ASSAULT	PERSONAL	SCHOOL	PERSONAL
ASSAULT	WITH	PROPERTY	PROPERTY	INJURY
	WEAPON	DAMAGE	DAMAGE	

THIS INCIDENT WAS \_\_\_\_\_ DIRECTOR \_\_\_\_\_ JUVENILE AUTHORITIES  
REPORTED TO: \_\_\_\_\_ SUPERVISOR \_\_\_\_\_ POLICE

REPORTED BY: \_\_\_\_\_

ACTION HAS BEEN TAKEN BY: \_\_\_\_\_ SCHOOL \_\_\_\_\_ JUVENILE AUTHORITIES \_\_\_\_\_ POLICE

(IF CHECKED, PLEASE DESCRIBE THE ACTION TAKEN)

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

BRIEFLY DESCRIBE INCIDENT \_\_\_\_\_

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

INCIDENT COULD HAVE BEEN PREVENTED OR ALLEVIATED BY \_\_\_\_\_

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