



03/05/2020  
1431-02  
19-MED-02-0088  
39019

**AGREEMENT BETWEEN**

**THE BOARD OF EDUCATION  
OF THE  
MAUMEE CITY SCHOOL DISTRICT**

**AND THE**

**OHIO ASSOCIATION OF PUBLIC SCHOOLS  
EMPLOYEES - LOCAL #240**

July 1, 2019 - June 30, 2022



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**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
OF THE MAUMEE CITY SCHOOL DISTRICT  
AND THE  
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

All provisions of this agreement are deemed bargained in the year 2019.

This agreement entered into July 1, 2019, between the Board of Education of the Maumee City School District (hereinafter referred to as the "Employer") and the Ohio Association of Public School Employees/American Federation of State, County and Municipal Employees, Local #240 (hereinafter referred to as the "Union") as follows:

**ARTICLE 1 - RECOGNITION**

**SECTION 1.01 - RECOGNITION**

The Board Of Education of The Maumee City School District, hereinafter referred to as the "Employer", recognizes the Ohio Association of Public School Employees/American Federation of State, County and Municipal Employees, Local #240, hereinafter referred to as the "Union," as the sole and exclusive bargaining representative for all full time and regular part-time employees in the following positions or classifications:

Buildings and grounds personnel  
Classroom assistants/monitors personnel  
Clerical personnel  
Food service personnel  
Technology personnel  
Transportation personnel

Personnel excluded include the following:

Substitute employees -- temporary employee(s) working in replacement of an absent regular employee(s).

Casual employees -- personnel hired at various times throughout the year for specific tasks and whose employment will not exceed thirty (30) days. 4117.01(c)(13).

Seasonal employees -- personnel who work a certain regular season or period of the year performing some work or activity limited to that season or period and whose employment does not exceed fourteen (14) weeks. 4117.01(c)(13).

Central office employees including the payroll and accounts payable clerks, receptionist, secretary to the superintendent, secretary to the assistant superintendent, secretary to the director of curriculum and the buildings and grounds/transportation secretary. No additional clerical or clerk positions may be created and filled by the board that will be excluded from the bargaining unit without the written permission of the Union.

Supervisors  
Treasurer  
EMIS & Financial Office Supervisors in the Treasurer's offices  
Administrators  
All others designated and defined by the Ohio Revised Code 4117

## **SECTION 1.02 - MANAGEMENT RIGHTS**

It shall be the right and responsibility of the Employer to:

- A. determine matters of inherent managerial policy that include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. direct, supervise, evaluate, or hire employees;
- C. maintain and improve the efficiency and effectiveness of employer operations;
- D. determine the overall methods, process, means, or personnel by which employer operations are to be conducted;
- E. suspend, discipline, demote or discharge for just cause, layoff, transfer, assign, schedule, promote or retain employees;
- F. determine the adequacy of the work force;
- G. determine the overall mission of the Employer as a unit of government;
- H. effectively manage the work force;
- I. take actions to carry out the mission of the board as a governmental unit.

## **SECTION 1.03 NON-DISCRIMINATION**

It is a condition of this agreement, as agreed by both parties, to provide equal opportunity to all employees and to prohibit any discrimination because of race, creed, sex, marital status, national origin, age, handicap or political affiliation.

Nothing in this contract shall provide, however, any additional rights, privileges, recourse or remedy other than those already provided by state and federal laws.

## **ARTICLE 2 - NEGOTIATIONS PROCEDURES**

### **SECTION 2.01 - TIME LIMIT**

Both parties shall meet at least sixty (60) days prior to the expiration date of the contract to negotiate.

### **SECTION 2.02 - REQUEST FOR NEGOTIATIONS**

Upon request of either party for a meeting to open negotiations, a meeting date shall be set within fifteen (15) days following receipt of such a request providing both parties waive the sixty (60) day clause. Neither party is obligated to meet sooner than sixty (60) days prior to the expiration date of any current agreement unless mutually agreed to by both parties.

### **SECTION 2.03 - PROPOSALS**

All proposals for negotiations by either party shall be submitted in writing at the first meeting. Either party may have the right to counter the original proposals. No additional proposals shall be submitted by either party following the initial meeting unless agreed to by both parties.

### **SECTION 2.04 - NEGOTIATION MEETINGS**

- A. Negotiation meetings shall be scheduled by mutual consent of the parties. Length of meetings will be agreed upon at the initial session.
- B. Meetings shall be scheduled at reasonable intervals, places and times, and to avoid conflict and interference with school and employment schedules.
- C. Negotiation meetings shall be closed to the press and the public.
- D. Either party may recess for caucuses of reasonable length at any time.

### **SECTION 2.05 - REPRESENTATION**

- A. Representation at negotiation meetings shall be limited to seven (7) representatives of the Union and seven (7) representatives of the Employer. The selection of the negotiation teams shall be the sole right of each representative party. All negotiations shall be concluded exclusively between said teams.
- B. The seven seats provided for the Union will be allocated as follows:
  - 1. Five (5) for classification representatives;
  - 2. One (1) for the president of the local;
  - 3. One (1) for the OAPSE representative.

### **SECTION 2.06 - AGREEMENT**

- A. Tentative agreement on negotiated items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement until ratified by both parties.
- B. Final agreement reached through negotiation shall be reduced to writing. The parties agree that once tentative agreement is reached on all proposals, that the parties will meet to review this tentative agreement prior to ratification by either party.
- C. Once the final tentative agreement is reviewed by the representatives of both parties, both parties will then present this package to their members for final ratification.
- D. Final agreement reached through negotiation shall be reduced to writing and submitted to the personnel represented by the Union for approval. Upon approval by the personnel represented by the Union the agreement shall be submitted to the Employer for approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be adopted as the negotiated agreement between parties.

### **SECTION 2.07 - DISPUTE RESOLUTION PROCEDURE**

- A. If agreement is not reached within sixty (60) days after the first negotiating session, unless extended by mutual agreement of the parties, either party may declare impasse and contact

the federal mediation and conciliation service for the purpose of having a mediator assigned to assist the parties in reaching agreement for the purpose of settling the impasse.

- B. Costs that may be incurred for the services of a mediator shall be shared equally by the Union and the Employer.

### **ARTICLE 3 - GRIEVANCE PROCEDURE**

#### **SECTION 3.01 - DEFINITIONS**

- A. "Grievance" shall mean a claim by an employee(s) or the Union that there has been a violation of the agreement.
- B. "Group grievances" shall be grievances substantially similar in nature that affect more than one employee in the bargaining unit. The grievances may be processed together if the parties mutually agree to do so.
- C. "Grievant" shall mean the Union or employee(s) initiating a grievance. The Union shall have the right in cases that have an impact upon a class of union members other than through a particular aggrieved union member, to initiate a grievance in the manner provided in the second step of the grievance procedure.
- D. "Appropriate Supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.
- E. "Days" as used in this article shall mean all calendar days, excluding Saturdays, Sundays and holidays.

#### **SECTION 3.02 - RIGHTS OF THE GRIEVANT AND THE UNION**

- A. The employee grievant has the right to union representation at all meetings and hearings involving the grievance.
- B. The Union shall have the exclusive right to determine whether a grievance may proceed to the arbitration.

#### **SECTION 3.03 - TIME LIMITS**

- A. The number of days indicated at each step in the procedure shall be a maximum and may be extended only by written mutual agreement of the parties.
- B. Failure of the grievant to comply with timelines for the filing or the processing of a grievance shall be cause for the grievance to be dismissed.
- C. Within the time limits in that step, any grievance not advanced to the next step by the grievant, shall be deemed resolved by the Employer's last answer.
- D. Any grievance not answered by the Employer within the time limit in that step shall automatically advance to the next step of the grievance process.

#### **SECTION 3.04 - GRIEVANCE PROCEDURE**



A. Informal Step

Within seven (7) days of the grievant having knowledge or within seven (7) days of the occurrence of the alleged violation, an employee who has a grievance shall first discuss it with his/her appropriate supervisor in an attempt to resolve the matter informally and state that this could result in a grievance.

B. Formal Step(s):

Level One

If the grievance is not resolved during the informal step, the grievant with the Union's approval shall have ten (10) days from the informal discussion to file a written grievance form with the appropriate supervisor. A copy of the completed grievance form shall also be delivered to the superintendent. Unless the grievance form is appropriately filed, and filed in a timely manner, the grievance shall be deemed not filed.

The Union and Supervisor shall meet to discuss their grievance. Within ten (10) days after the receipt of the grievance form, the Employer shall give the grievant an answer in writing with a copy sent to the Union president.

Level Two

If the grievance is not resolved at level one, the grievant, within seven (7) working days of receipt of the appropriate supervisor's answer, shall submit to the superintendent or designee the completed grievance form and all relevant papers/attachments. The Union and the Superintendent or designee shall meet to discuss the grievance. Within twenty (20) days after the receipt of the grievance and all relevant papers/attachments, the Employer shall answer the grievance in writing.

Level Three

If the Union approves, and the grievant is not satisfied with the disposition of the grievance of step two, the grievant may, within seven (7) days after the Employer's decision is filed, complete the grievance form requesting arbitration. The parties shall use the Federal Mediation and Conciliation Services (FMCS) to select an arbitrator. The Union shall request a list of nine (9) names within seven (7) days of demand for arbitration.

A toss of a coin shall determine who strikes first. The alternative strike method shall be used to determine the arbitrator. A second list of seven (7) names may be requested by either party at their own expense. Once an arbitrator has been selected, the arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of the FMCS.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to the Union representative and the Employer's representative. The decision of the arbitrator shall be binding on the Employer, the Union and the grievant.

When a grievance is submitted to the arbitration level, the superintendent or designee and the Union representative shall meet to submit to the other party copies of all documents, witness lists, and other information to be presented at the hearing. No new or additional documents or witnesses not presented at this discovery step shall be presented at the hearing. When procedural questions have been raised by either party (such as the timeliness of the

filing and/or processing of the grievance, appropriateness of the grievance, etc.) such questions shall be decided by the arbitrator prior to hearing the merits of the alleged grievance.

#### Authority of the Arbitrator

The arbitrator shall not have the authority to add to, subtract from, modify or alter any of the provisions of this agreement nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion that are not directly essential in reaching the determination. As to the merits of the case, the arbitrator shall consider only the alleged violation(s) of the agreement appearing on the grievance form and no other alleged violation(s).

The arbitrator shall in no way interfere with management prerogatives involving the Employer's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Employer under its policies, applicable laws, and rules and regulations having the force and effect of law.

### **SECTION 3.05 - COSTS OF ARBITRATION**

The costs for the arbitration shall be determined by the arbitrator who shall assess costs against the losing party. If the losing party cannot be determined, costs shall be shared equally by the Employer and the Union.

### **SECTION 3.06 - MISCELLANEOUS**

- A. All written communications regarding grievances shall be hand-delivered or mailed by certified mail, return receipt requested.
- B. Constructive receipt by the Employer shall be construed to be the date received in the office of the person designated to receive notice.
- C. Constructive receipt by the Union shall be construed to be the date received by the grievant or the president or in the designated office of the Union.
- D. A grievance may be withdrawn by the grievant or the Union at any time.
- E. Hearings held under this procedure shall not be conducted during the grievant's scheduled work hours, unless the parties otherwise agree.
- F. No employee shall be represented in a grievance by anyone other than himself/herself or the Union President or other O.A.P.S.E. officer of the Union.
- G. Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- H. There shall be no reprisal of any kind against any party who in good faith participated in the grievance procedure.

## **ARTICLE 4 - REGULAR BOARD MEETING AGENDA**

A copy of the agenda shall be sent by email, upon request, to the president and the treasurer of the Union on the day of the regular Board of Education meeting.

## **ARTICLE 5 - PERSONNEL PROVISIONS**

### **SECTION 5.01 - VACANCIES**

- A. When a vacancy occurs within a classification or assignment and the Employer determines to fill it, it shall be posted within five (5) days and shall remain posted for at least five (5) working days. An electronic copy of the posting shall be sent to the president of the Union and bargaining unit employees at their work email address. When a new position is added to the Union membership, the Board of Education will discuss the new position and proposed wage scale with the President of the Union before posting the job.
- B. If the vacancy is to be posted during the summer break (when students are not in regular school attendance), the posting shall be made only at the board office and shall remain posted for ten (10) work days from the end of school for students until three (3) weeks prior to the start of school, and for five work days during the three (3) weeks before the first day of school for students. An electronic copy of the posting shall be sent to the president of the Union and bargaining unit employees to their work email address.
- C. An employee shall apply through the online district application system within the time limits specified within the posting.
- D. In filling a vacant position, the Employer shall follow the procedure below.
  - 1. The Employer shall post the qualifications necessary for the vacant position and once the superintendent has verified the applicant to possess said qualifications, the vacant position shall be offered first to the most qualified employee among those deemed to be qualified within the classification according to seniority.
  - 2. If the vacant position is not filled by an employee within the classification, it shall then be offered to the most qualified employee among those deemed to be qualified with the most seniority with the Employer within the bargaining unit.
  - 3. If an employee is not selected through the above process, the Employer may fill the position with a newly hired employee.
  - 4. Employees who applied for a vacant position and were not hired will be notified electronically and provided an opportunity to discuss reasons why and how they could improve themselves.
- E. The Employer shall not transfer employees for the sole purpose of circumventing this article.

### **SECTION 5.02 - EMPLOYEE SENIORITY**

The beginning date of regular employment will establish the ranking for all bargaining unit employees. When an employee leaves employment and is rehired at a later date, the later date shall constitute the date from which seniority is granted.

### **SECTION 5.03 - CLASSIFICATION SENIORITY**

The total length of service in a particular classification shall establish the seniority ranking for all employees within a particular classification.

### **SECTION 5.04 - SENIORITY LISTS**

The Employer shall send by October 15 the seniority lists for all employees by classification and submit a copy to the Union president, including name of classification, employees' names, assignment, date of hire into the classification and date of hire with the Employer.

### **SECTION 5.05 - PROBATIONARY EMPLOYEES**

- A. Newly hired employees shall be probationary employees for a period of sixty (60) calendar workdays. After sixty (60) days, the employee will be considered a regular employee and shall be covered by all provisions of this agreement.
- B. Newly hired employees shall have no seniority during their probationary period, but upon completion of the probationary period their seniority date shall be the beginning date of regular employment. Employees will retain their district seniority date as of July 1, 2019 unless they separate from employment.
- C. Newly hired employees shall receive insurance benefits after the first thirty (30) workdays.
- D. Previously hired employees who are granted transfer requests or who voluntarily change classifications shall be probationary employees for thirty (30) compensated workdays. The usual fringe benefits shall be given to the employee during this period.
- E. At any time during the probationary period the employee may request a transfer back to his/her former position. At any time during the probationary period the employer may transfer the employee back to his/her former position.
- F. If an employee in the probationary period mentioned above works less than twenty-eight (28) workdays during the probationary period, the employee's probationary period shall be extended by the additional number of work days she/he failed to work in excess of two (2).
- G. Any probationary period may be extended for up to another full period of time. Prior to the probationary period being extended the supervisor will notify the union president.

### **SECTION 5.06 - SERVICE IN MAUMEE**

All employees shall have wage increments, longevity, and vacation based on years of service in the Maumee City Schools only.

### **SECTION 5.07 - LAYOFF AND RECALL**

- A. If the Employer determines that a reduction is advisable in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such layoff.
- B. The number of people affected by reduction in the force will be kept to a minimum using attrition if in the Employer's determination that is practical.
- C. Whenever it becomes necessary to layoff employees for the reasons stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined (for purposes of this article) as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the first day worked in the present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the cases of identical seniority, the Employer and the Union shall meet to flip a coin as a means of deciding which employee shall be laid off first.
- D. The Board of Education shall determine in which classification the layoffs occur and the number of employees to be laid off in that classification. If any employees are to be reassigned due to a layoff, transfers shall be kept to a minimum and seniority shall be followed. The only exception to seniority shall be if some special skill is clearly required.
- E. An employee who is laid off due to reduction in force shall, during the five (5) days prior to the effective date of layoff, review the seniority listing and the list of those job openings within his/her own classification for which he/she is qualified. The employee shall have the option to bump per the regular layoff procedure by seniority within that classification from which the reduction in force occurs. If unable to bump within the employee's current classification the employee may displace any employee from a previously worked classification where said employee has more classification seniority and is qualified.

All employees within the classification in which the reduction in force occurs who have less seniority in that classification than the highest displaced person shall be notified of a designated bump meeting date, and all bumping as a result of the reduction in force shall be done at this bump meeting on this one day. All employees so affected shall be furnished a seniority list for that classification and a preference sheet on which he/she shall list up to three (3) choices for reassignment, if that many choices are available, in order of preference. This preference sheet shall enable a Union representative to act on behalf of the displaced employee(s) if he/she is unable to attend the bumping meeting. If all three (3) preferences are exhausted and the employee is absent from the bump meeting, his/her Union representative shall make the choice for him/her.

The affected employee(s) has the responsibility to complete and submit the preference sheet to the superintendent prior to the bump meeting and to either represent his/her own interests during that bumping meeting or to notify, in writing, the Union representative that he/she should be properly represented by the Union at the bump meeting.

The employee(s) displaced by either the reduction in force or by the bumping process which results from the same may either accept or decline reassignment at this bump meeting. However, refusal to accept reassignment by the procedures outlined in this section shall place that employee at the bottom of the reassignment listing.

The person bumped into another position shall work the number of hours assigned to that position and shall receive the hourly wage scheduled for that position.

- F. For the classifications in which the layoff occurs, the Employer shall prepare a reinstatement list and name all employees in order of seniority. Reinstatement shall be made from this list before any new employees are hired in that classification.

No employee on recall shall be offered a vacant position with the Employer until currently employed employees within that classification have exhausted their right to bid on a vacancy.

- G. The employee's name shall remain on the appropriate list for a period of one (1) year from the effective date of layoff. If reinstated from layoff during this period, a notice of reinstatement shall be made by certified mail, and such employee shall retain all previous accumulated seniority. If an employee is offered another position within the same classification in which the layoff occurred and refuses the position, the employee would be taken off the reinstatement list.

#### **SECTION 5.08 - EMPLOYEES' SERVICE CREDIT**

- A. All employees' service shall be rounded off to the nearest whole year at contract time for the purpose of salary schedule, longevity premium, and vacation.
1. For twelve (12) month personnel, one hundred sixty-nine (169) days or more of service in the year shall constitute a year.
  2. For eleven (11) month personnel, one hundred fifty-six (156) days or more of service in the year shall constitute a year.
  3. For ten (10) month personnel, one hundred thirty-seven (137) days or more of service in the year shall constitute a year.
  4. For nine (9) month personnel, one hundred twenty-four (124) days or more of service in the year shall constitute a year.
- B. The above experience will be credited without regard to the number of hours of daily employment.

#### **SECTION 5.09 - EMPLOYEE DISCIPLINARY CODE**

- A. Reasons for suspension and termination.  
The superintendent or designee may suspend an employee without pay or recommend to the Board of Education termination for any of the following reasons:
1. Gross inefficiency
  2. Immorality
  3. Willful and persistent violations of reasonable regulations of the Employer
  4. Theft
  5. Embezzlement of public funds
  6. Using or being under the influence of alcoholic beverages
  7. Using or being under the influence of illegal or abusive drugs
  8. Physical violence

9. Offenses involving gross misconduct
10. Offenses involving gross insubordination
11. Or for other good and just causes

**B. Procedure and Action**

1. Conversations regarding employee conduct or performance concerns without representation are permitted for information gathering and/or guidance. If and when the information gathered may result in discipline the conversation will be ended by either the employee or supervisor until proper notice and representation can be provided.
2. The employee will be notified of a meeting related to conduct or performance concern(s) at least twenty-four (24) hours prior to the meeting. The notice will include a general description of the concerns to be discussed.
3. The employee and the appropriate supervisor shall each have the right to have a representative of their choosing present at the meeting.
4. Prior to suspension or termination of an employee, the superintendent or designee will give the reasons for suspension or termination to the employee.
5. Said suspension or termination shall occur only after the employee has been verbally warned on the first occurrence, warned in writing on the second such occurrence, unless the act is deemed by the superintendent or designee to be serious enough to warrant immediate suspension or termination. Prior to suspension or termination, the superintendent will give the reasons for suspension or termination in writing to the employee and the Union president.
6. The employee has up to three (3) working days to respond in writing to any form of discipline. The reply will be attached to the disciplinary action and placed in the employment record file.
7. Discipline is subject to the grievance procedure only for suspensions and terminations.

**SECTION 5.10 - SUB-CONTRACTING**

The Employer shall not reduce the regularly scheduled hours, layoff, or terminate employees as a direct result of sub-contracting.

**SECTION 5.11 - REIMBURSEMENT FOR STATE/DISTRICT MANDATED REQUIREMENTS**

The Employer will pay for or reimburse bargaining unit employees for the following expenses: background check, fingerprinting, drug testing and any additional state mandated requirements for continued employment.

Costs of pre-employment requirements are not reimbursed.

**SECTION 5.12 – JOB DESCRIPTION**

Prior to any change in any job description covered under this agreement, OAPSE shall be notified ten (10) days prior to implementation. Notice will be provided to the OAPSE President.

## **ARTICLE 6 - SPECIAL CONDITIONS OF EMPLOYMENT**

To protect the health and safety of employees in the workplace, no employee shall be required to work in any room where friable asbestos exists and is required by federal law to be removed.

### **SECTION 6.01 - BUILDINGS AND GROUNDS PERSONNEL**

#### **A. Classification Assignments 12 month:**

- \*Maintenance-Facilities Specialist
- Maintenance-Grounds Specialist
- Maintenance Personnel
- Custodian
- Mail delivery/custodian
- \*\*Groundskeeper

\* Requires a low-pressure boiler operator's license. Maintenance Facilities Specialist shall have, at a minimum, any license required by Ohio law and have to successfully complete a boiler operator's class and license.

\*\*Nine-month position.

#### **B. Classification Work Schedule**

All employees within this classification shall work Monday through Friday eight (8) hours per day, from July 1 through June 30.

Groundskeeper shall be contracted for nine (9) months (March 1 through November 30). This term shall include six (6) paid holidays. Employee shall work Monday through Friday, eight (8) hours per day.

Employees who work the third shift shall either begin the work week Sunday evening and conclude Friday morning, or begin the work week Monday evening and conclude Saturday morning, as established by the superintendent or designee.

#### **C. Classification Starting Time**

The Supervisor of Facilities and Technical Services or designee, in consultation with the respective building principals, shall assign the hours of the work for all employees at the beginning of each contract year. Other than in calamity situations the employee shall be notified of changes to these assigned work hours seven (7) calendar days in advance. Hours shall not be adjusted to reduce overtime. All employees shall have a first shift status except those employees working a full shift after 1:00 p.m. If a third shift is established, employees working a full shift after 9:00 p.m. shall be considered third shift.

#### **D. Shift Schedule Changes**



Employees on the second and third shift shall automatically be assigned to the first shift during winter and spring breaks and during summer vacation provided the safety and security of the personnel and facilities are maintained. The starting time for winter and spring breaks and summer vacation shall be 7:30 a.m. unless otherwise mutually agreed between the employee(s) and the Supervisor of Facilities and Technical Services or designee.

E. Break Periods

1. Employees who work eight (8) hours shall be entitled to two (2) fifteen (15) minute breaks.
2. Employees who work between six (6) hours and eight (8) hours shall be entitled to two ten (10) minute breaks.

F. Unpaid Lunch Periods

All employees covered by this section shall be entitled to and shall take a one-half hour unpaid lunch period. Time shall be added to the end of the shift.

G. Uniforms

1. The Employer shall supply each employee in this classification with one clean and fitted uniform each day the employee is scheduled to work and the employee shall be required to wear said uniform. These uniforms shall be cleaned at the Employer's expense and the employee shall be responsible to wear a clean and pressed uniform in good repair while on duty. If new uniforms are being considered, the Employer will consult with the Union regarding color, style and type of uniform. Any additional uniforms, if available, may be purchased by the employee at current cost to the Employer.
2. The uniform shall exhibit the Employer logo and the employee's surname. The Union shall have the option, at the employee's expense, of displaying the Union logo.

H. Coveralls/Shop Coats

Coveralls and/or shop coats shall be provided for each employee who performs maintenance duties and snow removal at the building. The coveralls and/or shop coats will remain at each building. Supervisor of Facilities and Technical Services or designee shall determine the style and color.

I. Premium Adjustments For Classification

1. Custodian with Low-Pressure Boiler Operator's license add \$.10 cents to the base hourly rate.
2. The annual fee for maintaining a State of Ohio boiler operator's license shall be paid by the Employer for all employees who hold positions in which the Employer requires the license.

Payment, in the form of a separate check, shall follow no later than thirty (30) days after

the employee has presented a copy of the canceled check and the new license to the Office of the Treasurer.

Employees must present proof of payment within thirty (30) days of the issuance date on the permit.

J. District-Wide Building Checks

Maintenance Specialists shall be required to perform district-wide building checks on a rotation schedule. Maintenance Specialists and all building and grounds employees who volunteer will perform district-wide building checks on a rotation schedule when boilers are not in operation. Time sheets shall be turned in for these days.

District-Wide Building Checks shall be paid at time and one-half (1.5) for time worked plus reimbursement for mileage between district buildings.

If emergency repairs appear to be necessary, the employee performing building checks shall contact the Supervisor of Facilities and Technical Services or the building principal.

The Supervisor of Facilities and Technical Services shall assign according to the posted building overtime list, personnel to complete building checks in the absence of the employee performing building checks.

Building checks shall be paid to whomever the Supervisor of Facilities and Technical Services assigns during the employee performing building checks absence. The employee who takes the employee performing building checks place shall turn in a time sheet.

K. Workshops and/or Seminars

The Employer shall each contract year release the maintenance person and the groundskeeper to attend at their own expenses up to two (2) workshops and/or seminars which directly relate to that employee's assignment with continuity of regular wages during that period. All workshops/seminars must have prior approval of the Supervisor of Facilities and Technical Services.

**SECTION 6.02 - TRANSPORTATION**

A. Assignments within this classification

Head Mechanic (12 month) \*

Bus Driver (9 month)

Bus Monitor (9 month) \*\*

Mechanic \*

\* Training, skills and two or more years experience with maintenance and repair of buses, trucks, tractors and automobile engines/chassis, bus driver's license required.

\*\* The superintendent or designee shall determine the need, in his or her sole discretion, for a bus monitor. The determination shall be made on an ongoing basis.

B. Classification Work Schedule

The Head Mechanic shall work Monday through Friday eight hours per day July 1 through June 30. The Assistant Mechanic shall work Monday through Friday, as assigned, a minimum of two (2) hours per day July 1 through June 30. The bus drivers shall work Monday through Friday each day students are in attendance, the opening day of school, and one (1) staff professional development day prior to students starting with hours assigned as indicated in this section. Full time mechanics shall receive \$100.00 per contract toward uniform boot cost. Employees will receive money for boots upon submission of a register receipt showing purchase of said uniform boot cost as well as when and where it was purchased. To receive this reimbursement, Employee must submit receipt by October 1st of each year. The Employer shall reimburse employees by November 1st of each year.

C. Break Periods

Employees who work eight (8) hours shall be entitled to two (2) fifteen (15) minute breaks.

D. Lunch Break

Each employee of this classification shall receive and take a one-half hour unpaid lunch break. Time shall be added at the end of the shift.

E. Uniforms

The Employer shall supply the mechanic with six (6) summer and six (6) winter uniform sets which shall identify the employee by name and assignment. These uniforms shall be cleaned regularly at the Employer's expense, and the employee shall be responsible to wear a clean, pressed uniform in good repair while on duty. Color, style and type of uniforms shall be determined by the Employer. The Employer shall supply the mechanic with insulated bib overalls and jacket. Any additional uniforms, if available, may be purchased by the employee at the Employer's contracted price.

F. Workshops And Seminars

The Employer, each contract year, shall permit the mechanic to attend, at the Employer's expense, any workshops and/or seminars that are required by state or local regulations, with continuity of regular wages during that period.

G. Qualifications

1. Bus Drivers shall annually pass a physical examination. The Employer shall pay the cost of the physical examination, which shall be given by an Employer-appointed physician.

H. Non-routine Bus Trips

1. Compensation

A bus driver will be paid the negotiated non-routine trip rate per hour from the time the bus or school van leaves the bus compound until the bus or school van is returned and parked except for overnight field trips. The bus driver shall be paid an additional fifteen (15) minutes for a pre-trip inspection when the bus has not been checked previously that day. Bus drivers shall receive a minimum of two (2) hours pay at non-routine trip rates for any round trip.

2. Cancellation

If a bus driver's non-routine trip is cancelled within 24 hours of the trips scheduled departure, the bus driver shall receive a minimum of two (2) hours of pay.

3. Non-routine pay

\$15.50 per hour

4. Overnight Field Trips

Bus drivers will be paid the negotiated non-routine trip rate for the actual driving time and time spent with students and then will be paid one-half (1/2) the current non-routine trip rate for standby time, less eight (8) hours subtracted for a sleep period. The bus driver(s) would also be reimbursed for meals and lodging.

5. Assignment For Non-routine Trips

Bus Driver selection for assignment to non-routine trips (e.g. field trips) shall be considered on the following basis:

- a. Non-routine trips will be offered each Thursday after morning routes (unless school is closed, then it would be the last day school is scheduled to be in session before that Thursday, or the first day after Thursday that school resumes). Regular drivers will accept or reject a field trip by seniority on a continuous, year-long rotation basis. Accepting or rejecting posted field trips will count as a turn. Drivers must be present at the designated meeting site to participate in selection of field trips or the Union representative/alternate may select for him/her with driver's permission.
- b. Non-routine trips not accepted by a regular driver at the allocation meeting or non-routine trip request with less than twenty-four hours notice will be considered of an emergency nature and will be assigned by the supervisor of transportation at his/her discretion. Emergency non-routine trips will not count as a turn.
- c. Any non-routine trip coming in after the Thursday allocation meeting that will occur prior to the next allocation meeting shall be assigned by a second seniority list on a continuous, year-long rotation basis. If the bus driver has already taken another trip for the same day and there is a conflict, the bus driver may not turn in one trip to accept another.
- d. Bus drivers may not select non-routine trips that coincide with regular work assignments, with the exception of those non-routine trips that are scheduled during the morning and afternoon hours of a scheduled school day and are expected to last six (6) or more hours.
- e. A school bus driver shall not operate a bus for more than ten (10) hours in any twenty-four (24) hour period. Operation for purpose of this section shall include on-road driving time.

- f. If a bus driver has chosen a trip and it is cancelled and is rescheduled, the cancelled bus driver will have first choice for the same trip. However, if the bus driver has already taken another trip for the same day and there is a conflict, the bus driver may not turn in the trip to take the rescheduled trip. The rescheduled trip will be offered during the non-routine trip selection process.

6. Saturday, Sunday, and Holiday Non-routine Trips

- a. Saturday trips shall be paid at time and one half the non-routine trip rate.
- b. Sunday trips will be paid double the non-routine trip rate.
- c. Holiday trips will be paid at time and one-half the non-routine rate plus the bus driver's holiday pay.

I. Bidding On Vacated Routes

With the exception of filling handicapped routes, when a route has been vacated the supervisor of transportation shall conduct a meeting with all bus drivers to fill vacated route(s). All such vacancies shall be filled according to seniority within this classification. Any route assignments not filled by this process shall be filled by the vacancy procedure. In situations involving handicapped routes letters of interest shall be submitted to supervisor in writing. The route shall be filled from this list if qualified as determined by the transportation supervisor.

J. License/Abstract/Certification Costs

- 1. Current cost for bus driver's license for new or renewal
- 2. Cost for state required recertification classes and up to one hour for required road test

The Employer will reimburse the employee for the above expenses in a separate check upon the presentation of evidence of payment by the employee to the office of the treasurer.

K. Wage Basis For Bus Drivers

Except as otherwise provided by this Article, there exists a three and one-half (3 1/2) hour minimum guarantee per day for which students attend the Maumee City Schools. The number of driving days each year shall be based on the days that students are scheduled to be in class for the Maumee City School District, as set by the Board of Education adopted school calendar. Routes that are required on days that are not a contract day shall be filled by the driver who normally drives the route. If a bus driver prefers not to drive on those days the route will be offered on a seniority basis to other available drivers. Routes not filled by this procedure will become the responsibility of the bus driver regularly assigned to that route.

Bus drivers shall be paid one and one-quarter (1-1/4) minimum (or actual driving time, whichever is greater) for both a.m. and p.m. routes when Maumee City Schools are not in session, because of differences in school calendars.

When a bus returning from a field trip requires cleaning before being returned to service, the driver may clean the bus before their shift when the garage is next open. The driver will be

paid at the current non-routine pay scale for actual time spent cleaning for a maximum of sixty (60) minutes. A spare bus may be taken if cleaning cannot be done until after the morning route.

L. Wage Basis For Routes

The wage basis for routes will be determined by the Supervisor of Food Service-Transportation following the approval of routes by the Board of Education for each school year. The wage basis for special needs routes will be based on the weekly average driving time established during the first twenty-five (25) days of the school year.

Mid-day kindergarten and preschool routes will be paid at one and one-quarter (1 ¼) hours or actual driving time per day, whichever is greater.

M. Overhour Pay

Bus drivers shall be paid for any time spent over regular hours due to mechanical breakdown, railway delays, adverse weather conditions, and accidents. A driver shall also be paid when in attendance at disciplinary hearings or required court appearance concerning traffic violations (where the driver is not at fault) which directly or indirectly involve a school bus or van.

N. Adverse Weather Bus Runs

When a bus driver considers his/her route too hazardous to proceed, he/she will call the Supervisor of Transportation, or designee, for instructions.

O. Additional Training

Bus Drivers shall be paid for four (4) hours of in-service per year as required by the state department of education, or may elect to participate in Section 11.08 of this agreement, which relates to additional training.

Drivers of handicap accessible buses shall be paid for between four (4) and six (6) hours of additional in-service training as required by the State of Ohio.

P. Non Driving Pays

Any meeting with teachers and students, as requested or approved by the Administration regarding bus write ups or problems that need to be addressed with supervisors and concerned parties, shall be paid at the hourly rate.

Q. Bus Replacement

When the Employer decides to add or to replace buses, it shall consult with the Union representative regarding options and features. (The Union representative is the person who is elected by the drivers as their representative.)

## SECTION 6.03 - FOOD SERVICE PERSONNEL

(No change in positions from Memorandum of Understanding. Kitchen Helper/Cashier, Kitchen Helpers/Line Server and Dish Person are all under "Kitchen Helper.")

### A. Assignments in the Classification

- Cook
- Head Cashier
- Kitchen Manager
- Cook/Head Cashier
- Cafeteria Manager
- Lunchroom Monitor
- Food service driver -10 month
- Kitchen Helper

### B. Work Schedule For Classification

Employees in this classification, with the exception of the food service driver, shall work when lunch is provided for students, the opening in-service day, one (1) staff professional development day prior to students starting, and one day after students' last lunch is served at the building where they work, except as otherwise stated.

### C. Hours/Pay/Special Allotments

1. Employees of the Food Services Department shall receive a minimum of two and one-quarter (2-1/4) hours pay for days they are expected to work. Employees who work breakfast only will receive a minimum of one-and-a-half (1 ½ ) hours pay for the days they are expected to work.
2. Work hours will be assigned by the Employer.
3. Employees working special assignments (banquets and catering) will receive an hourly differential of \$1.00.
4. Employees who work eight (8) hours shall be entitled to two (2) fifteen (15) minute breaks. Employees who work between six (6) and eight (8) hours shall be entitled to two (2) ten (10) minute breaks.
5. A qualified food service employee not already scheduled to work because of the school calendar, shall be called to fill a vacancy in his/her job classification at another school that is in session, before a substitute can be called. These employees will be called in seniority order on a rotation basis.

### D. Uniforms

1. Employees in the food services department, except the food services delivery driver, shall wear black, white and/or purple uniforms, hose or socks, and shoes with enclosed heel and toe.
2. Employees in the food service department may receive \$125.00 per year toward uniform cost. Employees will receive money for uniforms upon submission of a register receipt

showing purchase of said uniform and where and when it was purchased. To receive this reimbursement, employee must submit receipt for purchases made between July 1 and October 1 (except employees hired after September 1st) by October 15th of each year. The Employer shall reimburse employees by November 15th of each year.

3. Employees must first successfully complete their probationary period to receive reimbursement. To receive this reimbursement, employees must submit a purchase receipt. The employer shall reimburse employees within thirty (30) days of receiving a receipt.
4. The employer shall supply the food service driver with six (6) clean uniform shirts that they will be required to wear. The uniform shall exhibit the employer logo.

- E. Lunchroom monitors shall not be required to administer student medications.
- F. The Employer has the right to sub-contract the management of the Food Services operation at its discretion.
- G. Assignment for non-routine hours (catering and banquets)

Non-routine hours such as catering and banquets shall be offered to food service employees on a rotation basis. A food service employee shall accept or reject the extra time on a continuous, year-long rotation basis for their designated building. Accepting or rejecting the extra time will count as a turn. If no one is available in their own building, the hours shall be opened up to other food service employees in the system. The rotation will begin at the start of the year with the most senior employee.

#### **SECTION 6.04 - CLERICAL**

- A. Assignments Within Classification:

Secretary 1 (10 month)  
Secretary 2 (12 month)  
Office Assistant (9 month)  
Clerk-librarian (10 month)

- B. Lunch Periods

All employees covered by this section shall be entitled to and shall take a one-half hour unpaid lunch period. Time shall be added to the end of the shift. At work sites with more than one (1) secretary, lunch periods shall be staggered so that one secretary is always on duty. Secretaries assigned to an elementary school shall receive a paid one-half (1/2) hour lunch period when students are in attendance but that secretary shall be responsible for answering the office telephone. The building principal shall determine the times of the lunch periods.

- C. Break Periods

Employees who work seven and one-half or eight hours per day shall be entitled to two (2) fifteen-minute breaks.



D. Extended Holiday Periods

Secretary 2 personnel shall take three (3) days off without pay, based on a six (6) hour day, during winter or spring breaks, in accordance with the board-adopted and/or revised school calendar if the breaks extend five (5) consecutive days or more.

E. Ten-month Secretaries (Secretary 1)

Ten-Month Secretaries shall be contracted for a total of 216 days. This contract term shall include eleven paid holidays and 205 work days, which shall include all days that students are in attendance . The other days will be equally split between the start and end of the school year. If the number of days to be split is odd, more days will be worked at the start of the school year. Days may be adjusted according to school activities by mutual agreement of the secretary and building principal. Any workdays beyond 216 shall be paid on a per hour basis.

F. Twelve Month Secretaries (Secretary 2)

Twelve-month Secretaries shall work July 1 through June 30 and shall be contracted for a total of 257 days which shall include twelve (12) paid holidays and 245 work days minus any earned vacation time. Twelve-month Secretaries will not be permitted to take vacation time during the week prior to the start of school year, the first week of the school year, the last week of the school year, and the week immediately following the last day of school for students.

G. Work Hours Defined

The work hours for all building secretaries will be based on seven and one-half (7-1/2) hour days when students and/or teachers are in attendance. All other workdays are considered six (6) hour days. Secretary 2 staff will work an additional twelve (12) seven and one-half (7-1/2) hour days immediately preceding the first teacher report day. Any employee working hours in exception to this agreement shall have such agreement approved by the building principal and shall only be paid for the actual number of hours worked on those excepted days.

Paid holidays shall be calculated based on the number of hours worked when students and/or teachers are in attendance.

H. Medicine to Students

Employer Policy "Use of Medications" shall be posted in each school's Health Room and all parties shall comply with its provisions.

I. Clerk-Librarians

Clerk librarians shall be contracted for a total of 206 days. This contract term shall include 11 paid holidays and 195 work days which will include all days that students are in attendance. The other days will be equally split between the start and end of the school year. If the number of days to be split is odd, more days will be worked at the start of the school year.

J. Mandatory Training

When training must be provided during regular work hours, as new technology is introduced to job-related duties, a substitute will be hired to fill in while the secretary is attending any job-related training or technology update session held when students are in session.

- K. On calamity delay days, one secretary must report to work at the regularly scheduled time at Maumee High School and Gateway Middle School, the remaining clerical employees at these buildings may report at the delayed time. The building principal at Maumee High School and Gateway Middle School will designate, on a rotating basis, the person to report.

**SECTION 6.05 - CLASSROOM ASSISTANTS/MONITORS**

A. Assignments within classification:

Classroom assistant (9-month)  
Study hall monitors (9-month)  
Playground monitors (9-month)

- B. All classroom assistants and all monitors will only be permitted to bump into their own job assignments.

C. Working Schedule

Employees within this assignment shall work Monday through Friday, the hours assigned by the Superintendent or designee, each day that students are in attendance, one (1) staff professional development day prior to students starting, and opening day. Employees will be required to work on parent teacher conference days if requested to do so by the principal. Time worked on parent teacher conference days will be paid via timesheet. Classroom assistants who are assigned to Maumee City School's Classrooms for students with disabilities will report to work for student orientation, prior to the start of each school year. (Hours not to exceed 6.5 hours mutually agreed upon by the classroom teacher and classroom assistant). The classroom assistant will submit a timesheet for compensation.

D. Medicine Distribution

Except in extreme emergencies, employees in this classification shall not administer medication to students.

E. Lunches and Breaks

Employees working five (5) or more hours per day shall receive, and shall take, a 45- minute unpaid lunch period, time added at the beginning or the end of the shift at the discretion of the Employer, and two (2) fifteen (15) minute paid breaks per day.

F. Belts

For the prevention of possible back injuries employees in this classification involved with lifting students shall be provided back support belts.

G. Safety Equipment (MUTCD 2009 Edition)

Provide all operational employees who are assigned bus duty at a city street with reflective vests and stop signs as per OSHA regulations, section 7D.04 uniform of adult crossing guards.

H. Additional Training

Any additional training required or preferred in the job description, shall be paid for by the Board of Education. Example of, but not limited to: CPI Training or recertification. Training during the normal work hours, the employee shall receive normal wage compensation. Outside of normal work hours, the Board has the option to reimburse the employee at their regular hourly rate or time be used for conference time make-up or turned in for stipend hours.

**SECTION 6.06 – TECHNOLOGY STAFF**

A. Assignments Within Classification:

Information Technology Specialist  
District Software Management Specialist

B. Lunch Periods

All employees covered by this section shall be entitled to and shall take a one-half hour unpaid lunch period. Time shall be added to the end of the shift.

C. Break Periods

Employees who work seven and one-half or eight hours per day shall be entitled to two (2) fifteen-minute breaks.

D. Classification Work Schedule

All employees within this classification shall work Monday through Friday eight (8) hours per day, from July 1 through June 30.

**ARTICLE 7 - LEAVES**

**SECTION 7.01 - SICK LEAVE**

A. Unused sick leave may accumulate to 335 days.

B. Employees in this bargaining unit shall earn sick leave at the rate of one and one-quarter days per month or fifteen (15) days per year. For purposes of this section, "sick day" is defined as the number of hours in the employee's regular workday, i.e., a two-hour employee calls in sick, one (1) sick day is deducted from employee's accumulated sick leave. Sick leave may be used in one-quarter (1/4) day increments.

New employees of the school district will earn one and one-quarter days of sick leave during their first month of employment provided they have worked ten (10) or more days during that first month.

If an employee transfers to a new position where he/she is working more or less hours in

his/her regular workday, such employee shall have the accumulated sick leave converted to reflect the new hours.

- C. If an employee exhausts his/her sick leave during the first 12 months of employment, the Board shall advance up to five (5) additional days. Such advancement shall be deducted from the employee's future accumulation of sick leave as it is earned.

Employees using advanced days or approved unpaid days will be required to provide a written statement permitting a return to work from a licensed physician prior to the return to work.

Employees entitled to workmen's compensation shall have the option to purchase back the sick leave days for which worker's compensation is paying them and to have their sick leave balance adjusted accordingly.

- D. Sick leave may be used and will be paid by the board for the following reasons:

1. Personal illness
2. Pregnancy. Use of sick leave may be used for pregnancy provided either that the employee is ill or that the treating physician, for medical reasons, requires that the employee remain absent from work.
3. Personal injury on or off the job, except that no sick leave will be paid where the injury or illness was received while the employee was engaged in work for another employer who was compensating the employee.
4. Quarantine
5. Bereavement

When an employee uses sick leave under this provision, "Bereavement," it will not affect nor have a bearing on the attendance incentive plan.

- (a) Death in the immediate family (mother, father, spouse, child, brother, sister), five (5) days
  - (b) Death of a close relative, three (3) days
  - (c) Death of a friend or associate, one (1) day
6. Illness in the immediate family (defined as those family members living in the same household, or mother, father, spouse, children or grandchildren)

The family illness provisions shall be for a limited period of time (not to exceed three (3) days unless said family member is under a physician's care). Use of sick leave to care for a sick grandchild is limited to one (1) day per year. Use of sick leave to care for a non-dependent child is limited to ten (10) days per year. The superintendent or designee may require verification from the employee to use this provision.

7. Medical appointments, but only when approved by the supervisor in advance
  8. Special situations may be presented to the superintendent or designee for a decision.
- E. A written statement permitting a return to work may be required from a licensed physician prior to the return to work after three (3) or more work days of absence if the supervisor requires it.
  - F. Additional sick leave shall not be earned for overtime worked.
  - G. An employee who has called in sick is expected to remain at home during his/her normal work hours. Exceptions to this will be doctor's office visits, securing medicine or medical treatment, or a medical condition documented by a doctor's note that does not require the employee to remain in the home.
  - H. Buildings and grounds, transportation, food service, and technology employees must report his/her absence to his/her immediate supervisor at least two (2) hours prior to his/her regularly scheduled starting time for each day of absence, with the exception of employees scheduled to work prior to 8:00 a.m. who will need to call one (1) hour before their scheduled time. If extended illness exists and is being treated by a physician, the employee must call his/her immediate supervisor to inform them of the leave duration. A daily call-in after the first day shall not be required if there is no change in the leave duration.  
  
Clerical and classroom assistant/monitor employees must place an absence in the online absence management system at least two (2) hours prior to his/her regularly scheduled starting time for each day of absence, with the exception of employees scheduled to work prior to 8:00 a.m. who will need to put in the absence management system one (1) hour before their scheduled time. If extended illness exists and is being treated by a physician the employee must call his/her immediate supervisor to inform them of the leave duration. A daily call-in after the first day shall not be required if there is no change in the leave duration.
  - I. If an employee is found to violate any provision of this sick leave article, he/she may be subject to discipline including, but not limited to, termination of employment.

## **SECTION 7.02 - SICK LEAVE POOL**

- A. A sick leave pool shall be established. The purpose of this pool shall be to provide an OAPSE member a leave for catastrophic illness or injury. To be eligible, an OAPSE member must have exhausted all accumulated sick leave (or other eligible leaves with pay).
- B. Application to draw days from this pool shall be made on the appropriate form to the Superintendent through the Association President and depending on the extent of the injury/illness and prognosis for return to regular employment. The Superintendent may grant up to the maximum number of accumulated days currently in the pool. The sick leave pool application is not approved until both the OAPSE President and Superintendent or designee have signed the appropriate form.
- C. The maximum days to be carried in the pool shall be 185 days per school year, and each OAPSE

member may donate up to two (2) days of sick leave from his/her individual sick leave accumulations each year to be added to this pool. The Superintendent shall be notified in writing by the Association of all such donations.

D. Once the total accumulation in the pool drops below one hundred (100 days) the Association President shall solicit additional days from OAPSE members in the district, provided they have not already donated their maximum number of two (2) days each in the current school year.

E. Any misuse of this leave provision may result in disciplinary action.

### **SECTION 7.03 - PERSONAL LEAVE**

A. Each employee may apply for a personal leave day as the need arises. This leave shall be granted for emergencies or for those items of business, which cannot be completed during off-duty hours. It is intended that such leave shall not be taken for conducting other business for profit, outside employment or political activity.

B. The employee shall submit a request for personal leave on the Maumee City Schools digital form at least two (2) days in advance of the leave except in cases of emergency.

C. Use of leave provided by this article under false pretense, or using leave for purposes not approved by the article, may be grounds for discipline including, but not limited to, termination of employment.

D. Any unused personal leave days which remain at the end of the school year will be added to an operational staff member's accumulated but unused sick leave, effective on June 30 of each year.

E. Personal leave days are limited to three (3) days for any one employee during any school year.

### **SECTION 7.04 - ASSAULT LEAVE**

A. An employee who is required by a physician to be absent due to physical injury resulting from student assaults, or a physical injury incurred when the employee was attempting to prevent or stop a fight between or among students, shall be eligible to use assault leave if the assault occurred in the course of Board employment.

B. Upon determination of eligibility by the Employer, such leave shall be granted for a period of not more than twenty (20) days upon the employee's delivering to the treasurer a signed statement justifying the leave on a form prescribed by the Employer. The statement shall indicate the nature of the physical injury, the date of its occurrence, the identity of the student(s) who caused the assault, and the facts surrounding the assault. The employee shall supply a certificate from a licensed physician stating the nature of the physical disability and its duration. Full payment for assault leave, less worker's compensation and any other financial remuneration, shall not exceed the employee's daily rate of pay. No payment shall be made unless the form and certificate noted above are submitted to the treasurer.

### **SECTION 7.05 - UNPAID LEAVE**

Leave of absence, without pay, may be granted at the discretion of the Employer under the following conditions and reasons stated in this section. The Board will follow all provisions of the Family Medical Leave Act (FMLA).

A. Conditions

1. A leave of absence without pay shall terminate automatically if the employee's contract is not renewed.
2. Employees on an unpaid leave shall not be eligible for insurance benefits after the first thirty (30) calendar days of leave unless the employee elects to retain insurance benefits by making pro rata monthly payments to the treasurer of one-hundred percent (100%) of total premium costs, plus administrative costs for all premium payments. Upon election to continue insurance benefits, the employee must pay in advance monthly premium payments to the Employer on or before the tenth (10th) day of the month preceding the due date.
3. Failure to timely pay the premium(s) as required by this article and section, shall permit the Employer to cancel insurance coverage for the employee.
4. The employee shall retain unused sick leave credit while on leave but shall not accrue additional sick leave while on leave.
5. The employee shall not be entitled to any other leave provided by this agreement while on an unpaid leave of absence.
6. Application from the employee to the appropriate supervisor for a leave of absence shall be in writing with a statement of the anticipated period of time for the leave of absence.
7. The return to work does not necessarily mean the return to the same assignment.

B. Reasons

1. Health - shall be granted if requested by a licensed physician. A certificate must be presented from a licensed physician permitting the employee to return to work.
2. Maternity - shall be granted for a woman anticipating the birth of a child. Such leave shall commence when it is deemed that the pregnancy interferes with the performance of the employee on the job. The leave of absence shall be terminated if the employee has not returned to work by three (3) months following the birth of the child. A written statement from a licensed physician permitting the return to work shall be required.
3. Military - shall be granted in accordance with section 3319.13, Revised Code of Ohio.
4. Education - may be granted for a period of up to one (1) year upon approval of the Employer.
5. Special situations may be presented in writing to the superintendent or designee for a decision.

## **SECTION 7.06 - JURY DUTY**

The board will grant a leave for jury duty. Pay for days of such absences shall be based on the difference between the employee's regular compensation and the remuneration received for serving as a juror. A copy of the check received as remuneration for jury duty must be submitted to the treasurer prior to compensation under this provision.

## **ARTICLE 8 - PAYDAY, WAGE BASIS, DISTRIBUTION**

### **SECTION 8.01 - PAYDAY**

- A. Wages will be paid on the fifteenth (15) and thirtieth (30) of each month. If a pay date occurs on a weekend or holiday, wages will be paid the previous Business day.
- B. The Employer may require time clocks for all job classification. If time clocks are required, each affected employee shall punch in, punch out and validate only his/her own time card. No wages may be earned for punching in early or out late unless approved by the Employer. All classified employees shall have a seven (7) minute grace period after their starting time to clock in.

### **SECTION 8.02 - WAGE BASIS**

- A. The treasurer's office will generate a calendar at the start of each contract year that shows when timesheets are due to supervisors and/or building principals.
- B. All wages earned by all operational employees in each pay period shall be dispersed at the regular payday following the payroll period in which the wages were earned.

### **SECTION 8.03 - DISTRIBUTION**

- A. All operational employees will receive payroll wage statements electronically sent to the employee's work email address.
- B. Any discrepancies in payroll will be corrected as soon as practical, as determined by the Treasurer's office. Discrepancies of more than \$25.00 will be corrected within five (5) working days.
- C. All operational employees will be paid by direct deposit into a checking or savings account at a financial institution that is part of the Federal Reserve System.

Checks will be credited to the individual participating employee's account on each payday. Once funds have been transferred to the receiving bank(s), the bank(s) become responsible for deposits into the employee's account. Participants in direct deposit will receive a pay stub each pay date. Pay stubs will have the same information as current pay stubs.

### **SECTION 8.04 - PAYROLL DEDUCTIONS**



A. OAPSE Dues

1. The Employer agrees to deduct Union dues from the wages of all employees who have signed written authorization and who are covered by this agreement. **Notification to the union president will be provided as employees complete their probationary period.**
2. The Employer further agrees to remit to the OAPSE State Treasurer all dues, and assessments deducted from employees' paycheck beginning the first pay in October and in each consecutive pay period thereafter, for the total of sixteen (16) consecutive pay periods.
3. Enrollment for dues deductions shall be made upon submission of a signed authorization form to the board treasurer. Dues deduction authorization may be revoked by an employee during a 10-day period ending August 31. Dues deduction authorization not revoked during the 10-day period shall continue for successive periods of one (1) year. Written notice of revocation shall be served upon the Board Treasurer and the State Association Treasurer.
4. The Union agrees to hold the Employer harmless for any errors in deductions when such deductions are made upon the instructions from the Union.

B. Other payroll deductions.

The Treasurer's office will continue to provide payroll deductions for tax sheltered annuities. The list of annuity insurance carriers will be maintained at no more than 36 carriers. During the life of this agreement, any unused annuity insurance carriers on the list may be replaced with a new carrier upon request. Any changes to annuities shall be in accordance with IRS regulations. O.A.P.S.E. people contributions will be a payroll deduction.

C. Indemnification

The Union agrees to indemnify and to hold harmless the Employer and its employees and agent from all costs, expenses, and damages incurred directly or indirectly arising out of or in any way connected with payroll deductions for dues or fair share fees pursuant to the provisions of this article. This paragraph survives this agreement.

**SECTION 8.05 - OVERTIME**

- A. All hours worked in excess of forty (40) hours per week (lunch hours excluded) shall be paid at time and one-half regular pay. Work performed on Saturdays and Sundays shall be paid time and one-half regular pay.
- B. All work performed on holidays (defined in Article 11, Section 11.09) shall be paid at time and one-half the regular pay plus the holiday pay.
- C. The time for which an employee is compensated but does not actually work shall be calculated as "work-hours" for the purpose of determining the eligibility of the employee for overtime or for compensatory time off.
- D. Compensatory time off shall be offered in lieu of pay, according to FLSA rules. No employee is permitted to work more than forty hours in any standard work week unless

expressly and specifically authorized in advance by the Employer. In the event that an employee is permitted to work more than forty hours in a standard work week, the employee, at the Employer's option, shall be entitled either to compensatory time or overtime pay at the rate of one and one-half times the regular rate of pay.

- E. Overtime assignments shall be made by the superintendent or designee.
- F. All overtime must be approved in advance by the superintendent or designee.
- G. Overtime assignment - Buildings and Grounds.

Overtime assignments for each individual work site shall be made by the respective building principal and/or the Supervisor of Facilities and Technical Services and/or their designee. The central overtime assignment list shall be openly posted and personnel shall be assigned overtime according to his/her qualifications to effectively complete the overtime assignment and then seniority. If notification is not given within 18 hours, the overtime assignment will be given at the discretion of the administration. Overtime assignment thereafter will be according to qualifications to effectively complete the job and seniority on a rotating basis, provided an 18-hour notice is given. Overtime which occurs while an employee is working or absent for any reason shall constitute an automatic refusal of that overtime by that employee.

#### **SECTION 8.06 - CALL-IN-PAY**

Employees called in to work at the end of the work day by the superintendent or designee after having left work or on a scheduled day off, shall receive a minimum of two hours pay (including actual hours worked) at the appropriate rate. Time worked over the two (2) hour guarantee shall be paid at the appropriate per hour rate.

#### **SECTION 8.07 - SUBSTITUTING IN HIGHER PAYING ASSIGNMENT**

- A. When a regular employee is substituting for an absent employee within the same classification, the employee shall be paid the wage on the schedule for that assignment. When a regular employee is substituting outside their classification, employee shall be paid the substitute rate of pay.
- B. When the district employs one individual in two separate positions:
  - 1. The position for which the individual was first hired will be considered the primary position. The primary position will be the job worked if a situation occurs which results in an overlapping of the two positions' designated hours.
  - 2. Exceptions to (1) would be made by the administration in situations such as calamity days, delays, early release days or other emergencies.
  - 3. Additional hours may not be worked in one of the positions if doing so interferes with the normal duties and designated hours of the other board hired position.

### **ARTICLE 9 - WORKING CONDITIONS, HOURS OF EMPLOYMENT**

The sole function of this article is to define the normal working schedule for employees and for the purpose of calculating overtime payments. Nothing in the article is a guarantee of hours of work or pay.

#### **SECTION 9.01 - WORK YEAR**

By July 1 for twelve-month employees, and by August 1 for all other employees, except bus drivers, the Employer shall notify each employee of the work year, hours and days he/she shall work the next contract year.

#### **SECTION 9.02 - WORKDAYS**

The annual salary notice shall define the number of regularly scheduled workdays in the employee's work year. However, the number of days assigned in the work year may be added to or subtracted from by mutual agreement between the Employer and employee without altering his/her designation as a nine, ten, eleven or twelve-month employee described below. Furthermore, the addition or subtraction of workdays designed in the salary notice shall not affect his/her eligibility for fringe benefits as defined in this agreement. Each year the Board of Education shall supply every employee an individualized yearly calendar of work, non work and holidays.

12-month employee - 260 days minimum - July 1 through June 30\*

11-month employee - 240 days - 15 days before the first student day through June 30\*

10-month employee - 220 days - 15 days before the first student day through June 30\*

9-month employee – 200 days or as designated in Article 6, "Special Conditions Of Employment"

#### **SECTION 9.03 - ASSIGNMENT OF PERSONNEL**

- A. The Employer shall determine and assign hours, days and the work year. However, sections of this agreement specifying hours, days or the work year shall be followed unless the employee and the Employer have mutually agreed to alter the same.
- B. The hours of work shall not be reassigned to deprive any employee of a routine overtime assignment. During summer work or for special projects, employee(s) may be transferred temporarily to complete the said project and this would not be a violation of this section.

#### **SECTION 9.04 - SCHEDULING OF APPOINTMENTS**

Except as authorized by this agreement, employees shall perform their assigned duties during their work hours and shall not schedule personal appointments during their assigned work hours.

#### **SECTION 9.05 - CALAMITY DAYS**

- A. Reporting To Work

With the exception of building engineers and other employees called in, operational employees shall not be expected to report to work, and shall be paid their regular day's wages for each day school is closed due to severe weather or other public calamity. Any calamity days that exceed the State allotment, shall be paid and are required to be made up days when specified by the district at no additional cost. Those employees who have reported to work prior to the closing announcement may return home as soon as the work being performed is

secured. Employees who are called in must report to work.

**B. Building Engineers**

Engineers shall be expected to report to their assigned buildings at their scheduled time, make a complete check of the building, and complete any necessary work before returning home. Building engineers shall be paid at a rate of 1-1/2 times their regular rate for the time worked on calamity days.

**C. Called In: Work Performed On a Calamity Day**

Operational personnel who are called in to perform work on a calamity day shall be paid at a rate of 1-1/2 times their regular rate plus their regular day's wages for the time worked on calamity days.

**D. School Delays**

Unless notified by the superintendent or designee to report at another time, employees shall report to work at their regularly scheduled time.

**E. Snow Removal**

Buildings and Grounds and Bus Mechanic's personnel will be asked in October to sign up for snow removal duty. Employees who sign up must report for snow removal duty when called. Employees will be paid 2-1/2 times their regular rate for time spent removing snow outside their regular working hours. Employees must be qualified to drive.

Employees working 12-month position will be given priority when being assigned to snow removal. Employee's seniority will be used when determining who will be called into work, if less than four (4) people are needed.

**SECTION 9.06 - CALENDAR**

The president or designee of O.A.P.S.E. Local 240 will hold a seat on the calendar committee. Employees covered under this agreement will be given the opportunity to vote on newly proposed calendars. The calendars for each of the three school years together with the tabulated votes of the instructional and operational staff members will then be presented to the Board of Education for deliberation and review and final action.

**ARTICLE 10 - GENERAL PROVISIONS, MAINTENANCE OF AGREEMENT**

**SECTION 10.01 - ENTIRE AGREEMENT CLAUSE**

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Employer and Union, and constitutes the entire agreement between the parties. Any amendments or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**SECTION 10.02 - SAVINGS CLAUSE**

Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then said clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect. The Employer and Union agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio revised code, section 4117.10(a), shall not be affected by this article.

### **SECTION 10.03 - NO STRIKE-NO LOCKOUT CLAUSE**

Neither the Union nor any employee shall directly or indirectly cause or engage in any work stoppage, strike, job action, "sick out," or slowdown of any nature whatsoever in the performance of his/her assigned duties or those of his/her fellow employees during the term of this agreement. The Employer, during the term of this agreement, shall not "lockout" members of the bargaining unit.

### **SECTION 10.04 - CONTRACT (SIGNED-PUBLISHED-DISTRIBUTED)**

- A. The master agreement shall be signed by those individuals designated by the Employer and those designated by the Union.
- B. The signed agreement shall be published and distributed to all operational personnel no later than thirty (30) days after ratification of the Agreement by the Union and the Board. All members of this bargaining unit shall sign a statement acknowledging that they have received a copy of this agreement. Such statements shall be forwarded to the superintendent no later than five (5) days after all members have received a copy of the agreement.
- C. The Union shall be provided with fifty (50) extra copies of the agreement and the Employer with twenty (20) copies.
- D. The Employer shall type the original copy and share equally the cost of the publication.

### **SECTION 10.05 - DURATION OF AGREEMENT**

The agreement shall be effective July 1, 2019, through June 30, 2022.

## **ARTICLE 11 - FRINGE BENEFITS**

### **SECTION 11.01 - SEVERANCE PAY**

- A. The Employer authorizes severance pay for all eligible employees. An eligible employee is an employee who has a minimum of ten (10) full years of service in the Maumee City School District, the state of Ohio, or any political subdivision of Ohio, of which the last five (5) years must have been with the Employer. In addition, the employee must have either:
  - 1. left employment with the Maumee City School District and immediately thereupon been accepted and approved for retirement benefits from the State Teachers' Retirement System of Ohio, the Ohio Public School Employees' Retirement System, School Employees' Retirement System of Ohio; or
  - 2. died while in employment with the Maumee City School District in which case the payment authorized herein shall be made to the employee's estate.
- B. The Employer shall provide severance pay at the rate of 27% of total unused accumulated

sick days.

- C. No employee shall collect severance pay more than once. Receipt of severance pay under this provision shall eliminate all accumulated sick leave credit.
- D. The daily rate of pay shall be the eligible employee's per diem base rate of pay in effect at the time of retirement or death.
- E. The Maumee Board of Education and O.A.P.S.E. agree to provide an Accumulated Leave Plan for retiring employees. This plan is not an option but per the rules of the plan, will serve O.A.P.S.E. members who retire and are 55 years of age or over and have a severance payment that exceeds \$2000.

**SECTION 11.02 - PAID HOLIDAYS**

- A. Employees who are regularly scheduled to work at least three (3) days per week shall receive pay for all scheduled holidays that fall in their work year.
- B. When the holiday falls on a Saturday or Sunday and schools are not closed during the standard work week to observe the holiday, the operational employees shall be paid their normal day's wages for the holiday.
- C. When a scheduled holiday falls on a Saturday, it shall be observed the previous Friday. If the previous Friday is also an observed holiday the holiday shall be observed on the previous Thursday. If a scheduled holiday falls on a Sunday it shall be observed the following Monday. If necessary all holidays may be observed following the actual holidays so that all employees remain on duty while school is in session.
- D. Paid holidays in the work year:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Thanksgiving Day and the day after
Good Friday	Day before Christmas and Christmas Day
Memorial Day	New Year's Eve Day
- E. Employees must work the last working day before and the first working day after the holiday in order to be paid for the holiday, except in cases of vacation or other pre-approved administrative approved paid absence(s).

**SECTION 11.03 - VACATIONS**

- A. All regular twelve (12) month employees are eligible for paid vacation after one year of employment. Vacation time shall be earned according to the following schedule:

0 - 7 years of employment	10 days
8 - 14 years of employment	15 days
15 - 24 years of employment	20 days
25+ years of employment	25 days

Employment is defined as employment under this contract's bargaining unit.
- B. Eligible employees may take vacation after their first anniversary of their date of hire.

- C. All vacation days earned in a contract year (July 1 through June 30) must be used in their entirety in the following contract year, (e.g., vacation time may be used by any employee during the summer months [June 1 through August 31]). Vacation time cannot be used during the first or last weeks of the scheduled school year for students.
- D. Employees eligible for vacations may take the time during the contract year with only one (1) employee from each classification in a building/work site being on vacation at the same time. Exceptions may be made by the superintendent or designee. Determination of which employee may be on vacation at a particular time shall be based on seniority in the respective classification.
- E. All vacations may be taken only after the building principal and appropriate supervisor have both given written approval for the time off.
- F. Twelve-month employees who are retiring or who have worked a full contract year before resigning shall receive a cash payment for vacation time earned but not used in the previous contract year. Payment shall be based on the regular hourly wage and hours per day worked in the previous contract year.

**SECTION 11.04 - ATTENDANCE INCENTIVE**

If an employee is not absent from work during a defined six-month period due to the taking of sick leave, personal leave, or leave without pay (except FMLA leave,) the Employer shall pay the following stipends to the employee:

	<u>Jan.-June</u>	<u>July-Dec.</u>
One (1) hour employee -	\$ 25.00	\$ 25.00
Two (2) hour employee -	\$ 50.00	\$ 50.00
Three and one-half (3-1/2) up to six (6) hour employee -	\$100.00	\$100.00
Six (6) to eight (8) hour employee -	\$150.00	\$150.00

The amount of the attendance incentive will be based upon the employee’s job assignment on the last day of his/her contract year. This payment shall be made to the employee on his/her second paycheck in January and/or July.

**SECTION 11.05 - SERS PICKUP**

The Employer shall effect a paper (pre-tax) pickup of the SERS for all operational employees.

**SECTION 11.06 - LATE SHIFT DIFFERENTIAL PAY**

- A. \$.25 per hour added to the above base rate for all regular employees for the contract year when eighty percent (80%) or more of the regular shift occurs after 4:00 p.m.
- B. \$.30 per hour added to the above base rate for all regular employees for the contract year when eighty percent (80%) or more of the regular shift occurs after 11:00 p.m.
- C. For employees working a summer school detail, assignment(s) shall be bid per Article 16. This position(s) shall be compensated at the respective negotiated rate(s), but his/her

eligibility for fringe benefits will not be affected by this assignment.

- D. Employees who, as of 7-1-13 are both beginning their shift before 2:30 and are receiving a shift differential, will continue to receive a \$.25 per hour shift differential so long as they continue to work their current shift.

#### **SECTION 11.07 - LONGEVITY PREMIUM**

A longevity premium shall be added to the base rate only for employees hired before January 1, 1994, as indicated in the following table:

- 10 cents per hour added beginning the 10th year
- 25 cents per hour added beginning the 16th year
- 40 cents per hour added beginning the 21st year
- 60 cents per hour added beginning the 26th year
- 80 cents per hour added beginning the 31st year
- 20 cents per hour to be added beginning each five (5) year period thereafter.

The amount of longevity premium shall be computed at the beginning of the contract year using the employee's date of regular employment with the Maumee City Schools.

#### **SECTION 11.08 - TRAINING INCENTIVE STIPEND**

- A. Employees shall be eligible for a one time payment of a stipend at the conclusion of the contract year if the employee has completed ten (10) hours or more of employer approved job related training within the contract year. All training must be approved in advance by the Employer to be eligible for consideration under this section.
- B. A stipend of one-hundred fifty dollars (\$150.00) will be paid to an eligible employee who successfully completes the ten (10) hours of training that have been approved in advance and who has submitted documentation of the completion of the approved job training to the superintendent fourteen (14) days prior to the end of the contract year.
- C. All such training completed by an employee under the terms of this section must be taken at the employee's own expense and on his/her own time. Leaves of absence will not be granted for this purpose.
- D. Stipends meeting the conditions of the above section shall be paid the first pay of August of the next contract year.
- E. All employees who have earned addition training pay increments under previous contracts shall continue to receive this compensation without reduction so long as the employee remains in a maintenance position and maintains the license.

#### **SECTION 11.09 - EXTRA ASSIGNMENTS FOR WHICH SUPPLEMENTAL CONTRACTS ARE AWARDED**



Any certified supplemental contract awarded to operational employees should be paid the maximum contracted salary as defined in the current MEA agreement.

#### **SECTION 11.10 RE-EMPLOYMENT OF SERS RETIRED MEMBERS**

- A. The Board may, but is not obligated to, re-employ employees who retire under SERS. If a SERS member is re-employed, that member is considered a new employee to the district and has no previously accumulated seniority or service credits for purpose of severance. The Board may elect, in lieu of providing health insurance, to pay the additional cost of a SERS health insurance plan. Re-employed SERS retired employees are not eligible for a continuing contract.
- B. All SERS retired employees who are re-employed by the Board after the effective date of this agreement will be paid at Step 1 and will not advance on the salary schedule.

### **ARTICLE 12 - INSURANCE**

#### **SECTION 12.01 - HEALTH INSURANCE**

##### **A. Eligibility and Benefits**

The board shall make available group hospitalization, surgical and major medical insurance for all non-probationary employees assigned to work five (5) hours or more per day.

Twelve (12) month employees assigned to work five (5) or more hours per day are eligible for single or family coverage. Nine (9), ten (10), or eleven (11) month employees working five (5) or more hours per day are eligible for single plan coverage only.

To become eligible for medical insurance coverage a new employee must complete the necessary application and submit it to the Treasurer's office during the announced open enrollment period in the contract year in which the employee desires to begin coverage.

Married employees, both working for the Maumee Board of Education, and otherwise eligible for family coverage, shall be eligible for one family plan, or at the employee's option separate single plans.

An employee who is employed after January 1, 1994, who is covered under another health insurance plan or who is eligible for coverage under another health insurance group plan shall not be eligible for coverage under this article.

The Employer may, but is not required to, offer alternative coverage but no employee shall be required to accept such alternative coverage.

##### **B. Level of Benefits Provided by Employer**

Twelve-month employees assigned to work five (5) or more hours per day:

Employee will be provided with a family or single plan.

Nine (9), ten (10), eleven (11) month employees assigned to work five (5) or more hours per day:

Employee will be provided with a single plan.

Nine (9), ten (10), and eleven (11) month employees may also choose family coverage under the Employer's group plan and shall pay the difference in cost between the family and single plan. Payment shall be through payroll deduction.

All employees working or paid for at least twenty (20) hours per week may purchase single or family coverage at no cost to the Employer. They shall have the cost of the plan payroll deducted on a per month basis.

Bus drivers may purchase single or family coverage with no cost to the Employer if permitted by the insurance carrier. They shall have the cost of the plan payroll deducted on a per month basis.

### C. Shared Premium Payment

Plan B – Employees contribute  
11% of premium, effective 7-1-19  
12% of premium, effective 7-1-20  
13% of premium, effective 7-1-21

Cap: Single \$80; Family \$190

Employees may choose Paramount Plan HSA CDHP PPC015. Employees will not be required to contribute to the premium for this plan. For a family Paramount Plan HSA CDHP PPC015, the Employer will contribute \$1,200 to the employee's HSA in the first year of participation, and \$700 to the employee's HSA in the second year of participation. For single Paramount Plan HSA CDHP PPC015, the Employer will contribute \$500 to the employee's HSA in the employee's first year of participation, \$375 to the employee's HSA in the employee's second year of participation. Board contributions will be made in quarterly installments. The Board will not contribute to the HSA after the employee's second year of participation in the Plan. Married employees working for the district are entitled to a contribution to only one HSA plan.

### **SECTION 12.02 - LIFE INSURANCE**

The board agrees to provide and pay for term life insurance on the lives of employees in this bargaining unit who work three or more hours per day, five (5) days per week. Such life insurance shall have a face value of \$50,000.

### **SECTION 12.03 - DENTAL INSURANCE**

The board shall provide on a cost shared basis a dental insurance plan covering employees

working five (5) or more hours per day. All increases above \$62.00 shall be shared equally by the participating employee and the Employer via payroll deduction.

It shall be the Employer's responsibility to determine the insurance carrier, and the Employer may change carriers on any insurance program at the Employer's discretion.

#### **SECTION 12.04 - LIABILITY INSURANCE**

The Employer agrees to provide liability insurance as provided by law.

#### **SECTION 12.05 - INSURANCE CARRIERS**

The Employer may change carriers on any insurance program during the life of this agreement. The Employer shall maintain a substantially equivalent level of insurance benefits throughout the life of this agreement.

### **ARTICLE 13 - OAPSE BUSINESS**

#### **SECTION 13.01 - OAPSE BUSINESS LEAVE**

The Employer agrees to permit three (3) elected delegates of the Union leave of up to three (3) days per delegate to attend the OAPSE annual conference with continuity of salary. The third delegate shall be eligible for such leave if and when there are 100 or more certified Local #240 OAPSE/AFSCME members.

#### **SECTION 13.02 - NORTHWESTERN OHIO OAPSE DAY**

- A. The Employer agrees to permit all classified school employees to attend OAPSE workshops if held on NWOEA day and to be paid for such if it is the scheduled workday, and any employee not attending and scheduled to work shall report to their regular work assignment. If there is school scheduled for NWOEA day, the president and four OAPSE members, no more than two from any classification, shall be permitted to attend.
- B. Pay shall be at the regular rate for attendance at meeting or work in regular position at employee's option providing work at regular position is available. If no work is available, employee shall not be paid unless she/he attends OAPSE meeting. Employees are required to sign a registration sheet as proof of attendance at meeting.

#### **SECTION 13.03 - RELEASE TIME**

The Employer agrees to permit the Union president or his/her designee reasonable release time to investigate complaints and process grievances. Said release time is not to exceed twenty (20) cumulative hours in any calendar year. Said release time shall be paid by the Employer at the employee's regular rate. When release time is used, the employee shall submit to the superintendent, on a form provided for that purpose, the amount of time used to process and investigate a particular grievance. No overtime shall be created by the release of the employee. The release time shall not interfere with the operation of the school nor the completion of the assigned duties.

If the local president's work schedule conflicts with OAPSE district meetings or school board meetings, and he/she attends such, he/she shall be compensated for up to four (4) meetings, two

(2) hours per meeting, at regular pay. The employee shall submit a request for attendance at a professional meeting form to document the four (4) meetings.

## **ARTICLE 14 - SALARY PROVISION**

### **SECTION 14.01 - SALARY PROVISION**

A one time ratification stipend will be paid by separate check to all operational staff who are employed by Maumee City Schools on July 1, 2019. The stipend will be paid on or before July 30, 2019, according to the following criteria:

- Operational staff who work 7 or more hours per day will be paid \$300.00
- Operational staff who work 3.5-6.99 hours per day will be paid \$200.00
- Operational staff who work 3.49 hours or less per day will be paid \$100.00

July 1, 2019 = 2% Increase

July 1, 2020 = 1.5% Increase

July 1, 2021 = 2% Increase

**OAPSE CLARIFICATION**

Any and all articles and sections not addressed, modified or changed shall remain as current language.

**AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of July, 2019, by and between THE MAUMEE BOARD OF EDUCATION, hereinafter called the "EMPLOYER" and OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AFSCME/AFL-CIO, and its Local #240, hereinafter called the "UNION", for and on behalf of the employees in the bargaining unit set forth in Article 1 of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first above written.

MAUMEE BOARD OF EDUCATION  
SCHOOL EMPLOYEES,



President



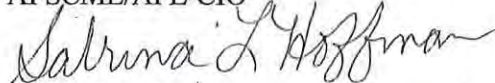
Superintendent



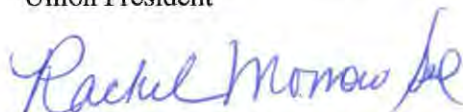
Treasurer

OHIO ASSOCIATION OF PUBLIC

AFSCME/AFL-CIO



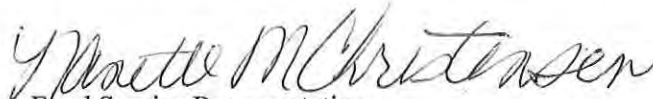
Union President



Rachel Morrow, OAPSE Field Representative



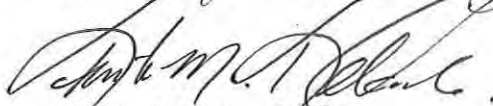
Transportation Representative



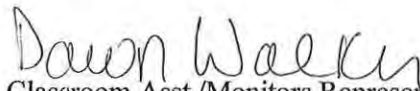
Food Service Representative



Buildings and Grounds Representative



Clerical Representative



Classroom Asst./Monitors Representative

	Step	FY 20	FY 21	FY 22
Cook	1	14.32	14.53	14.83
Cook/Head Cashier	2	15.15	15.38	15.69
	3	16.04	16.28	16.61
	4	16.99	17.24	17.59
	5	17.78	18.05	18.41

	Step	FY 20	FY 21	FY 22
Head Cashier	1	12.65	12.84	13.10
	2	13.33	13.53	13.81
	3	14.03	14.24	14.53
	4	14.77	14.99	15.29
	5	15.45	15.69	16.00

	Step	FY 20	FY 21	FY 22
Cafeteria Manager	1	13.03	13.23	13.49
	2	13.77	13.98	14.26
	3	14.56	14.78	15.08
	4	15.43	15.66	15.98
	5	16.14	16.38	16.71

	Step	FY 20	FY 21	FY 22
Kitchen Helper	1	12.72	12.91	13.17
	2	13.33	13.53	13.81
	3	13.99	14.20	14.49
	4	14.69	14.91	15.21
	5	15.36	15.59	15.90

	Step	FY 20	FY 21	FY 22
Lunchroom Monitor	1	13.06	13.26	13.52
	2	13.82	14.03	14.32
	3	14.63	14.85	15.15
	4	15.49	15.73	16.05
	5	16.22	16.46	16.80

	Step	FY 20	FY 21	FY 22
Food Service Driver	1	16.00	16.24	16.57
	2	17.05	17.31	17.66
	3	18.16	18.44	18.81
	4	19.34	19.63	20.03
	5	20.26	20.56	20.98

	Step	FY 20	FY 21	FY 22
Kitchen Manager	1	14.71	14.94	15.24
	2	15.58	15.81	16.13
	3	16.49	16.74	17.08
	4	17.46	17.73	18.09

	Step	FY 20	FY 21	FY 22
Clerk - Librarian	1	14.14	14.35	14.64
	2	15.15	15.38	15.69
	3	16.21	16.45	16.78
	4	17.34	17.60	17.96

	5	18.27	18.55	18.92		5	18.15	18.42	18.80
	Step	FY 20	FY 21	FY 22		Step	FY 20	FY 21	FY 22
Classroom Assistant	1	13.96	14.17	14.46	Playground Monitor	1	13.06	13.26	13.52
Office Assistant	2	14.91	15.13	15.44		2	13.82	14.03	14.32
Study Hall Monitor	3	15.92	16.16	16.49		3	14.63	14.85	15.15
	4	17.00	17.26	17.61		4	15.49	15.73	16.05
	5	17.78	18.05	18.41		5	16.22	16.46	16.80
Secretary 1	1	16.78	17.03	17.38	Maintenance	1	20.17	20.48	20.89
Secretary 2	2	17.57	17.84	18.20	Personnel	2	21.34	21.66	22.10
	3	18.40	18.67	19.05		3	22.58	22.93	23.39
	4	19.24	19.54	19.93		4	23.90	24.26	24.75
	5	20.16	20.47	20.88		5	25.02	25.40	25.91
	Step	FY 20	FY 21	FY 22		Step	FY 20	FY 21	FY 22
Engineer - HS	1	20.39	20.70	21.12	Engineer - MS	1	19.65	19.95	20.36
	2	21.19	21.51	21.94		2	20.49	20.80	21.22
	3	22.01	22.34	22.79		3	21.35	21.67	22.11
	4	22.88	23.23	23.70		4	22.25	22.59	23.05
	5	23.97	24.33	24.82		5	23.29	23.65	24.13
	Step	FY 20	FY 21	FY 22		Step	FY 20	FY 21	FY 22
Engineer - Elementary	1	18.45	18.73	19.11	Custodian/ Groundskeeper	1	15.66	15.89	16.22
	2	19.42	19.72	20.11		2	16.62	16.87	17.21
	3	20.46	20.77	21.19		3	17.63	17.90	18.26
	4	21.54	21.87	22.31		4	18.71	18.99	19.38

5 22.54 22.88 23.35

5 19.57 19.87 20.27

Information Technology	Step	FY 20	FY 21	FY 22
	1	24.41	24.78	25.29
	2	25.83	26.22	26.75
	3	27.33	27.74	28.30
	4	28.92	29.35	29.95
	5	30.59	31.05	31.68

Mail Delivery	Step	FY 20	FY 21	FY 22
	1	16.00	16.24	16.57
	2	17.05	17.31	17.66
	3	18.16	18.44	18.81
	4	19.34	19.63	20.03
	5	20.26	20.56	20.98

Head Vehicle Mechanic	Step	FY 20	FY 21	FY 22
	1	23.94	24.30	24.79
	2	24.61	24.98	25.49
	3	25.31	25.69	26.21
	4	26.02	26.41	26.95
	5	26.79	27.19	27.74

Bus Driver/ Vehicle Mechanic	Step	FY 20	FY 21	FY 22
	1	21.46	21.79	22.23
	2	21.93	22.26	22.71
	3	22.42	22.76	23.22
	4	23.14	23.50	23.97
	5	24.23	24.59	25.09

Bus Monitor	Step	FY 20	FY 21	FY 22
	1	13.26	13.46	13.74
	2	14.03	14.24	14.53
	3	14.84	15.06	15.37
	4	15.70	15.94	16.26
	5	16.42	16.67	17.01

District Student Software Management Specialist	Step	FY 20	FY 21	FY 22
	1	20.16	20.46	20.88
	2	21.34	21.67	22.10
	3	22.58	22.92	23.39
	4	23.89	24.25	24.74
	5	25.02	25.40	25.92

Non Routine 15.50 15.50 15.50