

AGREEMENT

Between the

MASON CITY SCHOOL DISTRICT BOARD OF EDUCATION

And the

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
AND LOCAL #070**

July 1, 2021 through June 30, 2024

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ARTICLE 1 - PREAMBLE

This contract, hereinafter referred to as the "Agreement," sets forth the entire agreement between the Mason City School Board of Education, hereinafter referred to as the "Employer," and Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO and its Local 070, hereinafter referred to as "OAPSE" or the "Union."

The purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2 - RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer as certified and on file by the Ohio State Employment Relations Board (hereinafter "SERB") on February 16, 2006 (05-REP-09-0132), including all amendments and clarifications agreed to in the future as certified by SERB. The bargaining unit is as follows:

Included All full-time and regular part-time custodial, grounds, and maintenance employees of the Employer, including full-time and regular part-time employees in the following classifications: Custodian, Head Custodian, Lead Maintenance, Maintenance, Maintenance/Groundskeeper, Groundskeeper, Heating/Air Technician, and HVAC Technician.

Excluded All management level, supervisory, and confidential employees and all seasonal and casual employees as defined by the Board of Education.

- B. The retitling of a position for any reason shall not affect bargaining inclusions or exclusions.
- C. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing within thirty (30) calendar days. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Union notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union and a joint petition for amendment of the bargaining unit shall be filed with the State Employment Relations Board (SERB). If the parties do not agree, the parties

shall jointly petition SERB pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations for a determination of bargaining unit status.

ARTICLE 3 - DUES DEDUCTION

- A. The Board agrees to deduct from or check off on the wage of employees for the payment of dues to the Ohio Association of Public School Employees (OAPSE) and Local 070, upon the presentation of a voluntary written authorization executed by an employee.
- B. Dues deductions authorization shall be continuous once requested, for the duration of this Agreement, except that such an authorization may be revoked by the employee, in writing, and must be received at the OAPSE State Office, 6805 Oak Creek Drive, Columbus, Ohio 43229 for approval, and in accordance with the terms contained in the members' signed membership agreement.
- C. Dues deductions shall be made in the same number of payments as the employee receives his/her salary (i.e. 26 installments). Once deducted, dues money shall be forwarded to the State Association with a list of dues payers. Employer will supply W-2 information annually, no later than May 1st, and the Union will notify the employer of the amount to be deducted.

ARTICLE 4 - AFSCME PEOPLE

- A. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 5 - UNION REPRESENTATION

- A. The Employer agrees to permit Union Field Representatives who are not employees of the Employer reasonable access to the Employer's premises during normal office business hours provided, however, the Field representatives, except in emergency situations, shall provide advance notice that the Field Representative(s) will be on the Employer's premises during normal office business hours. However, Union Field Representatives may only meet with employees during non-work time to include before work, after work, and break times. A Union Field Representative's presence in the building may not interfere with the employee's work obligation. Such Field Representative(s) shall, after entering a building during normal office business hours, first inform the head

supervisory person in the building of his/her presence and the nature of the Union activity. The Employer shall furnish to the Union the names of the head supervisory person of each building.

Such Field Representative(s) shall also be permitted access to the Employer's facilities for any scheduled Union meeting to be held before or after normal office business hours. The Union must seek prior approval from the Superintendent (Designee) subject to the same requests as other public groups for the use of school facilities for Union meetings and other appropriate activities. Approval shall not be unreasonably withheld. The Union agrees that no representative(s) of the Union shall interfere with the work duties of the employees except to the extent otherwise authorized herein. Such visitations shall be for the purpose of conducting Union business.

- B. The Employer shall recognize as Union representatives the President of the Local, or in his/her absence, the Vice President, a grievance committee chairperson, and one (1) steward for each building. The Stewards shall be members of the bargaining unit. The Stewards shall be recognized as representatives for the building in which they are employed.
- C. The Union shall provide to the Employer an official roster of its Union representatives which is to be kept current at all times and shall include the following:
 - 1. Name;
 - 2. Assigned work area; and
 - 3. Union position held.

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer in writing of that person's selection.

- D. The writing of grievances shall be on non-work time. Grievance meetings and hearings will be held at mutually agreed upon times and places. Union representatives attending labor management meetings, grievance hearings and pre-disciplinary conferences, and mutually agreed to consultations with the Employer or its representative concerning the enforcement of this Agreement scheduled during normal working hours shall not cause affected Union representatives to suffer any loss of pay. Grievants' attending grievance hearings scheduled during an employee's regular work hours shall not suffer any loss of pay while attending the hearing.
- E. The Employer agrees that the Union and its representatives may use the Employer's inter-agency mail system to distribute mail for Union purposes, provided, however, the mail system shall not be used for bulk mailings to the entire bargaining unit in excess of ten (10) sheets of 8 x 11 paper per individual mailing without the approval of the Superintendent, which approval shall not be

unreasonably withheld. The Union shall have use of the telephone, fax, e-mail, copier, or any other communication device. The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin board space in each building at least one (1) of which shall be provided by the Employer in each building or facility to which bargaining unit members may be assigned.

- F. Up to two (2) employees shall be permitted to attend OAPSE conferences without loss of pay. The total number of days allowed will be no more than six (6) days total during any two-year calendar period. Notification of delegate status and intent to attend said conference shall be presented to the Superintendent or designee at least fourteen (14) days prior to the meeting date. A member may utilize vacation or personal leave to attend the OAPSE Conference.
- G. Regular Board meeting agendas will be available on the District web-site.

ARTICLE 6 - HOLIDAYS & HOLIDAY PAY

- A. The Board of Education agrees to provide the following paid holidays:
 - 1. New Year's Day
 - 2. Martin Luther King Day
 - 3. Presidents' Day
 - 4. Good Friday
 - 5. Memorial Day
 - 6. 4th of July
 - 7. Labor Day
 - 8. Thanksgiving Day
 - 9. The Day After Thanksgiving Day
 - 10. Christmas Eve
 - 11. Christmas Day
- B. In order to qualify for such holiday pay, employees need to have been in paid status for a full day, on the preceding and next scheduled work days.
- C. When a holiday falls on a Saturday or on Sunday it will be observed according to the Board approved school calendar.
- D. If a holiday is observed while an employee is on sick leave or other paid status, he/she will receive holiday pay and the day will not be charged against the leave.
- E. When it is necessary to call employees who are paid an hourly wage to work on any of their scheduled paid holidays, such employee shall be paid for the holiday, plus for all hours actually worked. The hours actually worked will be paid at the rate of one and one-half (1 1/2) times his/her rate of pay.

ARTICLE 7 - VACATIONS

- A. Employees requesting scheduled vacation time must submit a completed vacation request form by January 31st each calendar year to their building administrator or immediate supervisor. Forms are available from principals and or supervisors.
- B. The vacation schedule will be arranged by the employee's immediate supervisor or building principal. The immediate supervisor will have final approval of vacation schedules for the classified staff. Approval will not be arbitrarily withheld. It is the immediate supervisor's responsibility to ensure that vacations are scheduled to least interfere with the operation of schools. Request for the use of more than 20 days per year or more than two consecutive weeks during the year shall require the approval of the employee's immediate supervisor.
- C. Full-time employees in the bargaining unit shall earn paid vacation on a monthly basis as follows:

Rate of Accumulation:

<u>Years of Service</u>	<u>Accumulation</u>	<u>Days earned / year</u>
0 – 6	.833	10
7 – 18	1.250	15
19 - above	1.666	20

An employee may not accumulate more than thirty (30) days of vacation at any time. Employees may use vacation as they accumulate those days.

D. Vacation Scheduling

- 1. Vacations shall be scheduled by January 31st for the coming year. System seniority shall govern the order in which employees are scheduled for vacation. All vacations requested after March 1st will be considered in the order in which they are received. Non-scheduled vacation days must be requested in writing to the immediate supervisor at least three (3) work days in advance. Advance notice may be waived by the building principal or supervisor.
- 2. Vacation days may be taken in full day or one-half (2) day increments.

E. Vacation Pay Upon Termination, Resignation, Retirement, or Death - The employee (or in case of death, beneficiary) shall be entitled to be paid for all vacation days earned, but not used up to and including the last day of work.

F. Vacation Postponement - The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule availability at that time. If rescheduling is impossible, the amount not taken shall be accumulated for use in the following year or compensated in cash in the event the employee shall have accumulated more than thirty (30) days total.

- G. If the employer does not permit a bargaining unit employee to take all or any part of his/her annual vacation, the amount not taken shall be accumulated for use in the following year or compensated in cash in the event the employee shall have accumulated more than thirty (30) days total.
- H. Employees who have been employed by another agency in the State of Ohio immediately prior their employment in the Mason City Schools shall receive credit for full-time service towards eligibility for vacation days.

ARTICLE 8 - SICK LEAVE

A. SICK LEAVE ACCUMULATION

All employees shall be entitled to fifteen (15) days of sick leave annually to be credited at the rate of 1-1/4 days per month. Sick leave accumulation is unlimited.

B. USE OF SICK LEAVE

1. Employees may use sick leave for absence due to illness, injury, exposure to contagious disease or illness due to pregnancy.
2. A birth mother may use a maximum of six (6) calendar weeks of sick leave and such weeks must be taken within the first six (6) consecutive calendar weeks immediately following the day of birth. If the birth is caesarian, the maximum shall be eight (8) calendar weeks. If additional time is needed, a doctor must provide a written statement indicating that additional sick leave is necessary.
3. The father may use sick leave during any of the seven (7) calendar days immediately following the day of the birth. If the birth is caesarian, the father may use sick leave during any of the ten (10) calendar days immediately following the day of the birth. Additional days may be granted due to unusual circumstances.
4. Sick leave may be used for illness or death in the immediate family. Immediate family is defined as meaning: spouse, children, stepchildren, parents, parents-in-law, stepparents, ward or any person living in the same household as the member.
5. Employees may also use three (3) days of sick leave for absence due to serious illness of brothers, sisters, grandparents, grandparents-in-law, grandchildren, brothers-in-law, and sisters-in-law. Under extenuating circumstances, the Superintendent may grant additional days.
6. After three (3) days of consecutive absence due to illness or injury, the

employee may be required to provide a doctors certificate. However, in the event that the Board has a good faith belief that an employee is abusing sick leave or has utilized an excessive amount of sick leave, the employer may request written medical verification of the absence.

7. Employees shall be permitted to use sick leave in half (½) day increments.

C. IN CASE OF SCHOOL CLOSINGS

1. Any employee who is on sick leave when schools are closed due to severe weather or other emergency conditions shall receive the same pay as the employee would have received if school had been in session on such days. No deduction from days of accumulated sick leave shall be made for such days.

D. GRANTING DEFICIT SICK DAYS

1. If an employee is absent for reasons covered by sick leave before he/she has had time to accumulate sick leave balance of at least five (5) days, the employee will be advanced up to five (5) days against anticipated accumulated sick leave.
2. Should an employee leave the employment of the Board while owing deficit sick leave days, the Board shall have the right to retain from the employee's last paycheck(s) the value of such paid sick leave days. In the event that the remaining paychecks are insufficient to permit the Board a full recovery, the employee shall be responsible for full reimbursement to the Board.

E. GRANTING LEAVE OF ABSENCE

1. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year. The leave may be renewed for one additional year upon written request by the employee, recommendation by the Superintendent, and approval by the Board.

F. VALIDATION OF ABSENCE

1. No salary payment for days of absence under this provision shall be made to any employee except upon completion of the absence from duty form.

G. REPORTING ACCUMULATED SICK LEAVE

1. The Treasurer's Office shall include a report of the employee's sick leave accumulation on each payroll check stub, with the accumulative one and one quarter (1-1/4) days being reflected on the first paycheck of each month. Unused personal days converted to sick days shall be reflected by the first paycheck in July of each year.

ARTICLE 9 - PERSONAL LEAVE

- A. Up to three (3) days of personal leave shall be granted within each work year (7/1 – 6/30), Personal days cannot be used to extend holidays or holiday periods unless approved by the Superintendent or Human Resources Talent Management Officer. Personal Leave days may be taken in full day or one-half (1/2) day increments.

- B. Personal leave shall not be taken on:

1. The day immediately following or preceding a holiday or other break, unless approved by the Superintendent or Human Resources Talent Management Officer;

Exceptions to above include:

1. Emergencies beyond the control of the employee;
2. Graduations of self, parent, spouse, child, sibling, or grandchild;
3. Weddings;
4. Religious Observance;
5. Other extenuating circumstances as approved by the Superintendent or Human Resources Talent Management Officer.

- C. Unpaid days may not be used immediately before and/or after a personal leave day unless approved by the Superintendent or Human Resources Talent Management Officer.

- D. Any member who is on personal leave when schools are closed due to severe weather or other emergency conditions, and the employee would not otherwise be required to report to work, the employee shall receive the same pay as the member would have received if school had been in session on such days. No deduction from use of personal leave days shall be made.

- E. An application for such leave shall be made to the building principal at least two (2) days in advance of the leave day or days. Emergency conditions may prevent the possibility of advance notice; in such instances appropriate forms will be completed upon return to duty.
- F. Under extreme extenuating circumstances, the superintendent may grant additional days of personal leave.
- G. Employees who end the regular school year with unused personal leave days shall have those days converted to sick leave on an equal basis.

ARTICLE 10 - COURT LEAVE

- A. When an employee is called for jury duty, is subpoenaed as a witness, or is involved in court action as a result of his/her employment (other than as a plaintiff), he/she should provide proper notice. The Board will pay the employee his/her regular pay. Employees who work 2nd or 3rd shift will be excused from work that day with full pay. This will include their shift differential.
- B. The employee shall surrender to the Treasurer's Office any payment received as a result of such duty. It is the responsibility of the employee to collect for his/her court services.

ARTICLE 11 - PROFESSIONAL LEAVE

- A. Classified staff employees are an integral part of the District's total staff. Their training and development are essential to the efficient and economical operation of the schools. Therefore, all classified staff employees shall be encouraged to grow in job skills and to take additional training that will improve their skills on the job.
- B. Absences to attend meetings, conventions, conferences or workshops of local, state or national associations which serve to advance the welfare of the district through the upgrading and strengthening of the classified service may be granted by the Superintendent or designee without loss of pay to the employee.
- C. When an administrator or supervisor approves an employee to attend a professional workshop or meeting, employee expenses will be reimbursed in full upon presentation of detailed receipts and documentation acceptable to the Treasurer.

ARTICLE 12 - MILITARY LEAVE

- A. Military Leave shall be granted in accordance with State and/or Federal Law. Such members, upon return to duty with the Mason City School District, shall be reinstated into their previously held positions and/or a similar position in the school

system with full seniority credit, including annual increments under the salary schedule upon written request supported by competent proof that they are fully qualified to perform the duties of the position. The application for reinstatement shall be made in accordance with the provisions of both the State and Federal Law.

ARTICLE 13 - ASSAULT LEAVE

- A. The Board shall grant up to a maximum of ten (10) days of assault leave to any employee who is absent due to physical disability from a physical assault which occurs in the course of Board employment. Such employee will be maintained on a full pay status during the period of such absence and such leave shall not be charged against the employee's earned or earnable sick leave.
- B. The Board shall require an employee to furnish a signed statement on forms provided by the Board to justify the use of assault leave. If medical attention is required, a certificate from a licensed physician, stating the nature of the disability and its duration, shall be required before assault leave can be approved.
- C. Under extremely unusual circumstances involving serious injury, the ten (10) day limitation may be extended upon written request and approval by the Superintendent and/or the Superintendent Designee.
- D. Any employee applying for assault leave shall cooperate with the law enforcement agencies and the Administration in the pursuit of criminal charges and/or student discipline. The Board shall provide the employee with release time necessary to cooperate with said agencies and the School District.

ARTICLE 14 - UNPAID LEAVES

- A. Upon the written request of a member, the Board may grant a leave of absence without pay for a period of not more than two (2) years for educational, professional, or other. With his/her request, the member shall state the purpose of the leave and, if it is for medical reasons, the member shall supply a statement from a physician stating the period of time the member will be unable to return to work because of illness.
- B. While on leave, the member shall be entitled to continue on the group insurance plans, provided he/she pays 100% of the premium for said coverage to the Treasurer each month.
- C. At the expiration of the leave, the member shall be returned to a similar position within the same classification and the same shift he/she held prior to the unpaid leave.

ARTICLE 15 - FAMILY AND MEDICAL LEAVE ACT

Leave of absence without pay shall be granted for the reasons set forth in the "Family Medical Leave Act" (FMLA), provided the employee meets the eligibility requirements for coverage under the Family Medical Leave Act. An employee's FMLA runs concurrent with any other Board approved leave for which the employee qualifies.

ARTICLE 16 - LABOR/MANAGEMENT

- A. In the interest of sound labor/management relations, the parties agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this Article will occur once every three (3) months, unless matters of an urgent nature require immediate attention or as mutually agreed. No more than three (3) employee representatives in pay status will attend such meetings. The Employer and OAPSE may have representatives, as each deems necessary, to address the issues.
- B. The subjects that may be discussed at these meetings shall include but not be limited to the items listed below:
 - 1. Discuss the administration of this Agreement.
 - 2. Discuss with OAPSE proposed changes made by the Employer, which may affect bargaining unit members.
 - 3. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
 - 4. Disseminate general information of interest to the parties.
 - 5. Give OAPSE representative and the employer representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.
 - 6. Discuss ways to improve efficiency and work performance.

ARTICLE 17 - PERSONNEL FILES

- A. Each employee may inspect his/her personnel file which is maintained by the Employer at any reasonable time during business office hours provided that the employee gives the Employer reasonable advance notice in writing, and that the inspection will be conducted at a time designated by the Employer, but not later than the close of business on the next business day. A Union representative, if desired by the employee, may accompany the employee to review the file. The Employer maintains the right to have a management representative present at all times during the inspection and to determine the site of the inspection. The employee shall have the right upon written request, to receive one (1) copy of any materials placed in his/her personnel file.

- B. An employee may submit a statement of rebuttal or explanation which will be attached to such document in the employee's personnel file.
- C. An employee shall receive and initial a copy of any disciplinary or corrective action form as it is placed in his/her personnel file.
- D. Employees shall be notified of all public records requests to review the employee's personnel records within one (1) week after the request is made.
- E. No unsubstantiated complaints or information will be placed in employee's personnel files.

ARTICLE 18 - NEGOTIATION PROCEDURES

A. Request for Negotiations

A written request to initiate negotiations shall be sent by either party to the other no sooner than one hundred twenty (120) days and no later than prior to the expiration of this agreement. OAPSE's notice to the Board shall be addressed to the District Superintendent with a copy provided to the Human Resources Talent Management Officer. Upon receipt of the request to initiate negotiations, the representatives of the parties shall meet and establish an initial bargaining date. Negotiations shall commence within twenty one (21) days of SERB's notice to notification to open negotiations, or at a mutually acceptable date.

B. Negotiating Meetings

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. The times and places shall be agreed upon at the onset of the bargaining of each session. All meetings shall be held in executive session

When negotiation meeting are set during working hours, all members of the negotiating team normally employed during those hours shall be paid for those hours at the regular rate. All meetings after the normal working hours would not be affected.

C. Bargaining Sessions

No recording devices shall be permitted in these meetings. The subject and content of these meetings shall be kept confidential except for reports to the parties' appropriate constituents as provided in Section (D). Either party reserves the right to delete or modify any proposals it deems necessary during the course of these negotiations.

D. Progress Reports

During negotiations, interim reports may be made to the Union by its representatives and to the Board by its representatives. Each party will be responsible for requesting that the information from such reports be limited to only proposals and shall be confidential information within the organization concerned.

E. News Releases

Upon the request of either party, a mutually agreed to news release may be made prior to impasse. There shall be no restrictions on news releases and/or communications to the public once impasse has been declared.

F. Negotiating Teams

The Board and the Union shall each select their bargaining team and notify the other of their designated representative. The maximum number of bargaining team members for each party shall be limited to six (6) members. No observers shall be permitted. While no final agreement shall be executed without ratifications by the Union and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations.

Consultants may be used by each of the parties in any of the negotiation meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit consultants to address the teams

G. Bargaining Procedures

1. Information:

The designated representatives of the Board and the Union agree to make available to each other, upon request, and in reasonable time, all the available information pertinent to the matter or matters then under negotiation to include, but not limited to, financial information.

2. Caucus

Each team shall have the right to caucus.

3. Tentative Agreement

As negotiated items receive tentative agreement, items shall be reduced to writing and initialed by each chairperson. Such initialing shall be construed as tentative agreement by both parties on that item or issue subject to final ratification by the membership of the Union and adoption by the Board.

4. Agreement

When an agreement is reached in negotiations, the outcome shall be reduced to writing. Both parties shall review the Agreement to determine the accuracy of the transcript. If the Agreement is then in proper form, it shall be submitted first to the Union for ratification and then to the Board for adoption after the Union approves the Agreement. When adopted by the Board, the Agreement shall become part of the official Board minutes. Said Agreement shall be signed by the Board's representatives and by the Union's representatives.

5. Intent To Recommend

Prior to a tentative agreement being presented to the Union and to the Board, both negotiating teams shall pledge to recommend adoption of the tentative agreement to their respective parties.

6. Impasse

In the event an impasse develops between the parties during the negotiations, they shall, in accordance with the Ohio Revised Code (ORC), Section 4117.14, utilize an alternative dispute settlement procedure through the Federal Mediation and Conciliation Service, as opposed to the fact finding process contained in ORC 4117.14(c) and under Ohio Administrative Code Rule 4117-9-05. The statutory notice requirement contained in ORC 4117.14(d)(2) will remain in effect throughout the negotiations and thereafter.

ARTICLE 19 - PROBATIONARY PERIODS

A. New Employees

The paid probationary period for a new bargaining unit employee will be one (1) calendar year. Such probationary period may be extended by mutual agreement with the Union for thirty (30) calendar days in accordance with a written employment evaluation. Probationary employees may be terminated without cause at any time during the probationary period and shall have no right to appeal through the grievance and arbitration provisions of this Agreement or to the Civil Service Commission or Court.

B. Lateral Transfers

Lateral transfers (i.e. work location, building or shift) will not be subject to a probationary period.

C. Change in Classification

An employee changing job classification assignment will be required to successfully complete a probationary period of one hundred eighty (180) calendar days. An employee changing job classification who evidences unsatisfactory performance shall be returned to his/her former classification anytime during the probationary period. An employee may also choose to voluntarily return to his/her former position by providing the supervisor a written request for such return to their prior position within ten (10) work days after starting the new position.

The Employer will conduct at least one performance evaluation prior to the end of each employee's probationary period to measure the employee's ability to continue in the position.

ARTICLE 20 - SENIORITY

A. System seniority shall be computed on the basis of the total uninterrupted length of continuous service with the Employer within the Bargaining Unit. Classification seniority shall mean the uninterrupted length of continuous service within a specific classification. Continuous service shall begin on the date the employee first receives compensation from the Employer. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

B. An approved leave of absence, absence due to layoff, military leave, disciplinary suspension, or workers' compensation leave does not constitute a break in continuous service provided the employee follows the procedure for such leave and returns to active service immediately following the expiration of the approved leave or disciplinary suspension.

The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge for just cause or involuntary separation;
2. Retirement;
3. Layoff and expiration of recall rights;
4. Failure to return to work within the time provided for recall from layoff absent extenuating circumstances such as illness, injury, or disability;
5. Failure to return to work at the expiration of leave of absence; and
6. Resignation.

C. Employees laid off shall retain their seniority while they have recall rights.

D. Annually, the Employer shall provide the Union with a copy of a current seniority list of all bargaining unit classification. The Union may meet with the Employer to review the list at the next labor/management meeting. The seniority list shall be

made up by classification and shall contain, in order of seniority, names and dates of hire of each employee in the bargaining unit.

- E. For purposes of this Article and Agreement, reinstatement shall refer to recall from layoff, return from disciplinary suspension, return to employment by the award of an arbitrator or any court of competent jurisdiction, return from leave of absence, workers' compensation leave, or military leave, or return to a position as the result of a non-initial probationary failure.

ARTICLE 21- JOB CLASSIFICATION

A. JOB DESCRIPTIONS

The Union shall be furnished with a copy of the job descriptions of each classification under the terms of this Agreement. Each Bargaining Unit Member shall be provided with an up-to-date copy of his/her job description.

B. WORKING OUT OF CLASSIFICATION

When necessary, an employee may be asked to perform work outside of their classification. When an employee performs work in a higher paying classification, they shall be paid at their current step at the higher classification rate of pay for each hour worked, and at their current rate of pay without reduction, if asked to work in a lower classification. An employee may work outside of their classification on a temporary basis, provided the temporary work does not cause erosion of the bargaining unit. An employee will not receive the higher rate of pay until the employee has worked ten (10) consecutive days or more in the higher classification

ARTICLE 22 - CORRECTIVE ACTION

- A. No employee shall be disciplined, suspended, or discharged except for just cause. The forms of progressive discipline action are:
 - 1. Documented Verbal Warning/Type 1;
 - 2. Written Warning/Type 1 or 2;
 - 3. One (1) to a fifteen (15) Day Suspension/Type 3;
 - 4. Discharge from employment/Type 4.
- B. Discipline will be applied in a progressive and uniform manner, however, discipline may be accelerated in a non-progressive manner for conduct which is of a serious nature.
- C. The Employer and the Union agree that all disciplinary procedures shall be carried out in a private and in a businesslike manner. Bargaining Unit members cannot issue discipline to other employees.

- D. Whenever the Superintendent and/or his/her designee determines that an employee may be disciplined or be suspended, or discharged, a pre-disciplinary conference will be scheduled with the Superintendent or designee to give the employee an opportunity to respond to the charges of misconduct. The employee will be accompanied by a Union representative at the conference. Written notice of such conference will be mailed or personally delivered to the employee and the Union President forty-eight (48) hours in advance of such meeting. Such notice shall specify the time, date, location of the conference, and alleged misconduct.
- E. In any investigatory interview between a bargaining unit employee and the Employer where it is reasonably expected that discipline of the employee being interviewed will result, the affected employee may request to have a Union representative present at such interview.
- F. Records of any disciplinary action shall be removed after three (3) years providing there is no intervening disciplinary action taken during that time period. Records of disciplinary action that has been substantiated involving conduct with students shall not be removed.
- G. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.
- H. Any discipline which consists of a suspension of three (3) days or less shall not be subject to the Arbitration procedures set forth in Article 23 and shall not be appealable in a court of competent jurisdiction. However, if such level of disciplinary action is used to support a suspension of more than three (3) days or discharge, then such actions, including lower level reprimands may be challenged along with the suspension or discharge through the grievance and arbitration procedures contained in Article 23 including any court of competent jurisdiction.

ARTICLE 23 - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of the following grievance procedure shall be to settle equitably, at the lowest possible administrative level, issues which may arise with respect to specific claims of misapplication and/or violation of the terms of the Contract. Both parties agree that these proceedings will be confidential to the extent permitted by law. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.
2. Nothing contained herein will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance

adjusted without intervention of the Union. No adjustment as a result of that employee's grievance shall violate the terms of this agreement. The Union shall be notified in writing of any grievance adjustment.

B. Definitions

1. Union - Refers to the organization officially recognized by the Board of Education representing the classified employees of the Mason City School District as defined in Article 2 of this Contract.
2. Board - As used in this instrument, refers to the Mason City School District Board of Education.
3. Days - Refers to scheduled work days unless otherwise indicated.
4. Grievance Classification - There shall be three (3) types of grievances. A grievance affecting one (1) member only shall be designated as an individual grievance and a grievance affecting two (2) or more members shall be designated as a class grievance. The individual grievance shall be signed by the grievant and the class grievance shall be signed by at least two (2) members of the class. A Union grievance shall be a grievance filed by the Union for an alleged violation of specific rights guaranteed to the Union by this Contract. A class grievance and a Union grievance may be initiated at Step 3 of this procedure.

C. Procedure

1. Speedy Disposition - The number of days between each step shall be a maximum of seven (7). The seven-day limit may, however, be extended by mutual consent between the parties. The grievance may be advanced to the next step if the Employer fails to answer according to these time-limits.
2. Step 1 - Any employee who has a grievance shall first discuss the matter with his/her principal, immediate supervisor or department head in an attempt to resolve the matter informally.
3. Step 2 - If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, he/she shall set forth his/her grievance in writing to the supervisor. A grievance shall be filed with the principal or immediate supervisor within twenty-one (21) days after the occurrence of the event giving rise to a grievance. Failure to file the initial grievance within the twenty-one (21) day period constitutes a waiver of the grievance. The grievance must contain the alleged Article that has been violated along with a narrative statement of the facts. If the grievance is outside the scope of the principal's or immediate supervisor's responsibility, the grievance may

be initiated at Step 3. Such grievance shall be filed using the OAPSE Grievance Form (Appendix A).

A meeting shall be held within seven (7) days after receipt of the written grievance with the principal or immediate supervisor. A written decision from the supervisor shall be provided to the employee within seven (7) days of the Step 2 meeting.

4. Step 3 - The employee may appeal the supervisor's decision to the Superintendent or designee within seven (7) days of receipt of the Step 2 decision. The appeal to the Superintendent or designee must be in writing and must set forth the grounds upon which the grievance is based.

A meeting with the Superintendent or designee shall be held within seven (7) days. The Superintendent or designee shall communicate his/her answer or suggestions for a solution to the employee within seven (7) days of the conclusion of the Step 3 hearing.

5. Step 4 – Mediation - If a member is not satisfied with the disposition of the grievance at Step 3, the parties, by mutual agreement, will request the assistance of the Federal Mediation and Conciliation Service ("FMCS") and the assignment of a mediator to provide grievance mediation services. The Union must request mediation within seven (7) days of receipt of the Step 3 answer.

6. Step 5

1. If the grievance is not resolved at Step Three (3) or Four (4), the Union, within seven (7) work days must notify the Board of its intent to proceed to arbitration or Court of Common Pleas.

2. The parties mutually agree to use the following three (3) Arbitrators:

- i. David Stanton
- ii. Frank Keenan
- iii. Daniel Kosanovich

Assignment of grievance shall be made on a continuous rotating basis among the three (3) above-mentioned arbitrators. In the event that an arbitrator is unable to remain on the list, the parties shall meet to mutually agree on a replacement.

3. With the exception of the selection of the arbitrator, or any other contractual provision related to the arbitration hearing, the parties agree that the arbitration process shall adhere to the American Arbitration Association's rules.

4. The arbitrator shall hold such meeting as he/she determines necessary to make a fair and impartial ruling and issue his/her decision within forty-five (45) calendar days of the hearing.
5. The arbitrator shall expressly confine him/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board discretion nor interfere with the powers, duties and rules and regulations having the force and effect of law. Additionally, the arbitrator shall have no power to alter, add to, modify or subtract from the terms of this agreement.
6. The arbitrator has the authority to determine arbitrability if such an issue exists. The Board must raise the issue of arbitrability thirty (30) work days after receiving such notice from the Union of its intent to proceed to arbitration. Such notice shall include a motion of supporting memorandum submitted to both the Union and the arbitrator. The Union shall have thirty (30) work days in which to file a response to the Board's memorandum to both the Board and the arbitrator. The arbitrator shall make a ruling on the arbitrability issue prior to hearing the grievance.
7. The arbitrator shall have the power to subpoena witnesses and documents.
8. No later than ten (10) days prior to the scheduled arbitration hearing a disclosure conference must be held between the representatives of the Board and the Union at which time all documents, exhibits, evidence, and names of the witnesses and the nature of their testimony shall be disclosed. Failure to disclosure prior to the hearing shall result in the exclusion of said evidence, exhibit, or testimony at the arbitration hearing.
9. The ruling of the arbitrator shall be Advisory only upon the Union and the Board.
10. Arbitrator's expenses and fees shall be paid by the unsuccessful party in the arbitration proceeding. However, the arbitrator shall also have the authority to prorate the arbitration expenses and fees between the parties based upon his discretion.
11. If either party unilaterally withdraws the request for arbitration after being filed, the withdrawing party shall be responsible for all costs and

fees associated with said withdrawal, unless the allocation of the costs and fees are mutually agreed to by the employer and the Union as part of a written settlement agreement.

D. Miscellaneous

1. A member who participates in this grievance procedure shall not be subjected to discipline or reprisal because of such participation.
2. Hearings and conferences under this procedure shall be conducted at a mutually agreeable time.
3. Employees required to be present or testify at an arbitration shall be released to do so without loss of pay.
4. All grievances may be withdrawn at any level of the grievance procedure. In the case of grievances filed by individuals, the employee involved has the right to withdraw the grievance at any time.
5. When a party is required to act within a specific time period, and such time period expires on a day when the offices of the Board of Education are closed, the time period shall be extended to the next business day.

ARTICLE 24 - INSURANCE

A. Life Insurance

The Board shall provide a fifty thousand dollar (\$50,000.00) face value term life and accidental death and dismemberment insurance policy for each member.

B. Vision Insurance

The Board shall pay one-hundred percent (100%) of the cost of vision insurance for all members.

Such policy shall meet or exceed the following:

Examination:	One in any 12-month period
Lenses:	One in any 12-month period
Frames:	One in any 24-month period
Deductible:	None

C. Medical Insurance

Health care coverage as described below shall be available to all full-time members employed with the District.

Coverage will begin on the date of hire.

If the member is hired between the first (1st) day of the month and the fourteenth (14th) day of the month he/she shall pay the full employee portion of the monthly premium.

If the member is hired between the fifteenth (15th) day of the month and the last day of the month he/she shall pay half of the employee portion of the monthly portion.

The coverage will continue until one of the following conditions occurs:

1. If a member resigns or retires during the contract year, his/her coverage will terminate on the last day of the month in which the member worked at 12:00 midnight.
2. If the member works a full contract year and resigns or is non-renewed, his/her coverage will terminate on August 31st at 12:00 midnight.
3. If the member works the full contract year and retires, his/her coverage will terminate the night before his/her effective date of retirement at 12:00 midnight.
4. Employees will contribute to the health insurance premiums through payroll deduction for twenty-four (24) pays per year.
5. The following shall be the percentage paid by each party for the medical insurance premium: Effective with the 2021-22 school year and continuing with the 2022-23 school year, the Board shall pay ninety percent (90%) and the member shall pay ten percent (10%). Effective with the 2023-24 school year, the Board shall pay eighty five percent (85%) and the member shall pay fifteen percent (15%).

The Board will provide a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) for all eligible members of the bargaining unit who qualify under IRS rules. Coverage for members who do not qualify for the HSA under IRS rules is addressed below. The plan will maintain the same covered services provided by the medical plan in effect immediately prior to the effective date of the HDHP with HSA. The plan year shall run from September 1st through August 31st.

(a) The deductible for a single plan shall be \$2,000.00 per plan year.

(b) The deductible for a family plan shall be \$4,000.00 per plan year.

Preventative services as reasonably identified by the member's service provider

shall be covered at 100% and not subject to the deductible stated above.

Once the deductible is reached, all insurance claims, including prescriptions will be paid at 100% for the duration of the plan year subject to the lifetime maximum.

The maximum out of pocket expense for eligible covered medical costs in a given plan year shall be no more than the deductible stated above subject to the lifetime maximum.

A Health Savings Account (HSA) shall be available for each member who qualifies for it and who elects coverage under HDHP. The Board's contribution to a qualifying member's HSA account is as follows:

- 1) Single \$1,000.00
- 2) Family \$2,000.00

For members hired after September 1st of each year, or members needing coverage due to a qualifying event, the Board will contribute an amount equal to the annual contribution depending on the type of plan selected by the member, for the plan year divided by twelve (12) and then multiplied by the number of full months remaining in the plan year.

A member may elect to contribute to his/her HSA consistent with IRS regulations by payroll deduction.

The district will contract with a financial institution of its choice to establish the HSA account which will include a debit card without monthly fees. A member may elect to transfer funds to an alternative financial institution, assuming all costs for any fees and IRS consequences that may be associated with this alternative.

The Board shall contribute into each member's account 50% of its required share on September 1st of each plan year; the additional 50% will be contributed March 1st of each plan year.

In the event a member's account balance is not sufficient to pay for eligible medical claims and the service provider does not allow for a workable payment plan, the Board will advance to the member's HSA account an amount necessary to pay for eligible claims on the following conditions:

- A. The maximum amount of the advance is equal to the full amount of the deductible less the member and Board contributions already made.
- B. The member signs a promissory note indicating that s/he will pay the advanced amount in full should s/he leave the employ of the Board.

- C. The member's ongoing payroll deduction for plan contributions to his/her HSA account is sufficient to repay his/her portion of the deductible that had been advanced by the end of the plan year.

A member must notify the Treasurer when any of the following things happen:

1. Marital status change;
2. Marriage of a dependent covered by the plan;
3. Death of spouse or dependent child

When a member changes from a single to a family plan, the family deductible shall immediately apply. The Board's annual contribution would be recalculated based on the number of months on single and the number of months on family times the monthly value of each plan's contributions.

When a member changes from a family plan to a single plan, the single deductible shall immediately apply. If the contribution has not met or exceeded the required single contribution, the Board will prorate its contribution for the next scheduled date to meet the single contribution amount. If the second payment has already been made when the change in status is complete, the member shall not be required to reimburse the Board.

Members shall have the option to participate in a limited flexible benefit plan under IRC, Section 125.

D. Spousal Coverage

1. When both the husband and wife are members, either one family plan or two single plans shall be available. The type of policy shall be decided by the members.
2. A member's spouse who is eligible to receive health insurance coverage through his/her employer must enroll in such plan on at least a single enrollment basis.

A Spouse is considered to be eligible for his/her employer's health insurance plan if:

- a. The access is continuous (i.e. non-seasonal) and reasonable group coverage is available, and
- b. The spouse works more than twenty (20) hours in an average work week, and

- c. The spouse is not required to pay more than forty-five percent (45%) of the premiums.

A spouse shall not be required to enroll in his/her employer provided health insurance plan if the only plan available is a High Deductible Health Plan with a Health Savings Account (HDHP with HSA).

When the spouse has enrolled in a health insurance plan maintained by his/her employer, coverage for the spouse under the board provided plan shall be secondary coverage when the member carries a family plan.

The member shall provide all information required to administer of this provision through the enrollment form/process or by completion of the Spousal Determination Form distributed by the Board by August of each year. Failure to provide accurate information may result in the member having to repay any contributions, premiums, premium reimbursements or claims paid by the Board.

3. Any member who is an employee prior to June 30, 2016, shall be reimbursed up to \$2,000.00 annually for the difference in net premium payments from that required of his/her spouse's employer and the premium amount required by the board's plan.

E. Members Enrolled in Medicare

Members enrolled in Medicare and in certain other instances are not eligible for a Health Savings Account according to IRS rules. In such case, the Board will make available to said members the High Deductible Health Plan (HDHP). The member will pay the eligible claims to reach the full deductible amount. Eligible claims over the deductible will then be paid at 100% by the plan for the balance of the plan year.

If the board elects to change insurance carriers, the Association and members shall be notified at least sixty (60) days in advance. Any new insurance coverage shall not reduce the benefits available under the existing plan.

F. Health Care Committee

A Health Care Committee composed of three (3) representatives appointed by the President of OAPSE, the OAPSE Union President, the MEA/OEA (five members), and the Board (four members) shall be created and charged with the following responsibilities: reviewing insurance costs, reviewing plan design, exploring program additions and/or modifications, and examining utilization patterns and cost containment options, and reviewing any coverage issues that a member may experience.

The insurance committee shall meet quarterly or at the request of any member of the Committee. At the start of the school year, the Union President and the Chief Talent Officer will establish the meeting dates for the year. Cancellation of said meetings will occur only by mutual agreement of the President and the Chief Talent Officer.

The Chief Talent Officer shall serve as the chair of the committee. The Chief Talent Officer shall record minutes of all meetings and publish minutes of all meetings.

A quorum is five members of the committee. All decisions of the Committee shall be achieved by consensus, i.e., a majority of the committee members present shall agree with the decision. The Committee shall regularly be provided with insurance data, including enrollment levels, claims paid versus premiums and such other data as deemed necessary to facilitate the Committee's decisions.

Either party may have a consultant of its choice attend any committee meeting providing that advance notice is given to the other party, in addition to the representatives from the contracted health insurance companies and the Board's insurance broker. In addition, the Committee shall be authorized to utilize the services of any consultant/advisor, subject to prior approval from the Board for any associated costs.

If the anticipated cost of premiums for the succeeding year will be ten percent (10%) or more, the committee shall recommend plan design changes to ensure the premium increases are less than ten percent (10%). If the committee does not make the necessary changes or the changes are not approved by the Board or Association the plan design will not change and any premium amount over ten percent (10%) shall be borne by the member.

Any changes or modification in coverage and program design, including the addition of alternative health insurance options, shall not be implemented until approved by the Association and the Board. If both parties do not approve the Committee's recommended changes, then the plan will continue unchanged for the succeeding benefit year.

G. Dental Insurance

Dental insurance coverage is available to all members.

The Board shall pay an amount equal to one hundred percent (100%) of single or family plan.

Coverage shall be as follows:

1. Dental benefits are paid on a usual, customary and reasonable basis;
 2. Basic dental benefits are paid accordingly;
 - a. 100% Preventive and diagnostic (deductible waived)
 - b. 80% Oral surgery, basic restorative, endodontics and periodontics;
 - c. 60% Major restorative
 - d. 60% Orthodontia
 3. Deductible:
 1. Single - \$25.00 per plan year
 2. Family - \$50.00 per plan year
 4. Basic Dental maximum - \$1,500.00 per plan year
 5. Orthodontic maximum - \$2,500.00 (to age 19)
- H. If the Board elects to change insurance carriers, the Association and members shall be notified at least sixty (60) calendar days in advance. Any new insurance coverage shall not reduce the benefits available under the existing plan.

ARTICLE 25 - FILLING OF VACANCIES

- A. All buildings owned and operated by the Employer shall provide a location accessible to all bargaining unit employees for the purpose of posting announcements of job vacancies.
- B. All job vacancies (bids) to be filled shall be posted for a minimum of five (5) working days. The bargaining unit member desiring the posted position shall submit their bid in writing to the Talent Management Office and shall apply online to the posted position prior to the close of the bid period. All postings shall contain the position's location, shift, hourly rate and pay range, and qualifications as established per the job description, of which the employer will provide (posting) to the Union President electronically and to the interested bidder if requested by them.
- C. All vacancies to be filled, as a result of resignation, retirement, terminations, transfer, death of the employee, or upon the creation of a new position shall be filled within sixty (60) calendar days from the close of the posting period. The

employer will provide to the Union a notice showing the name of the employee, seniority date, and classification selected to fill the position within ten (10) days of such decision via email.

- D. Lateral transfer is defined as movement of an employee within the same pay grade which results in a change in a work location, building or shift. A reduction in rank is defined as a bid from one pay grade to a lower pay grade within the department. The position will be awarded to the most senior candidate, with the necessary qualifications, an average performance appraisal, no incidents of discipline in the previous two (2) years, expressing interest in the vacant position.
- E. When a position is to be filled by promotion, such position shall be awarded to the most qualified candidate. Promotion shall be defined as movement to a higher pay grade.

When, as a result of being awarded a position through the bid procedure, he/she shall be placed at the Step of the respective pay scale that reflects their current rate of pay but not less than. A person new to the Bargaining Unit shall be placed at Step 1 of the salary scheduled.

- F.
 - 1. All employees new to a classification shall serve a one hundred-eighty (180) day trial period. The Board or employee shall have the right to return the employee to their previous position, pay grade and step within that period of time. The employee shall be given the reason for their return.
 - 2. Lateral transfer or reduction in rank shall not serve a probationary period, however, may return to their prior position within ten (10) work days. The employer must go to the next applicant.
- G. The Union shall be provided with a current seniority list of all employees contained in the bargaining unit.

ARTICLE 26 - LAYOFF AND RECALL

Reduction In Force

- A. In the event it becomes necessary to reduce classified staff due to lack of funds, lack of work, building closures, or abolishment the following procedure shall govern such layoffs:
 - 1. The number of employees affected by reductions shall be kept to a minimum by attrition.
 - 2. Prior to the Board instituting such reductions in the classified staff, the Board or its designee(s) and the Union or its designee(s) shall meet to discuss the reductions, and possible alternatives, no later than twenty (20) days prior to such reduction.

- B. If there is a reduction, the concept of job classification seniority shall prevail. Seniority shall be determined by the employee's most recent date of hire with the Board in a particular job classification (for the purpose of this Article). Board approved, unpaid leaves of absence shall not constitute an interruption of continuous service, but such time on a leave of absence shall not be included in the calculation of seniority. In case of identical seniority, application date shall be considered and then an alphabetical selection by last name.
- C. When it has been determined that a reduction is necessary, either system-wide, within a classification or within a building, temporary or new employees in an initial probationary status shall be laid off first.
- D. Any employee affected by such a reduction, whether directly or indirectly, shall be granted bumping rights.
- E. Bumping shall be exercised on the basis of seniority as set forth in Section B(1). Any employee affected by such reduction may displace a less senior employee in the following order:
 - 1. Within the same classification.
 - 2. Within a classification the employee held previously.
- F. Ten (10) working days prior to the effective date of any layoff, the Board shall prepare a list containing names, seniority dates and classification, and indicate which employees are to be laid off and a copy shall be sent to the Union President. Each employee to be laid off shall be given a ten (10) working day advance written notice of the layoff with a statement advising the employee of his/her bumping and reinstatement rights.
- G. Any employee reduced in classification or laid off shall retain recall rights for a period of eighteen (18) months during which time the Board shall not hire any new employee to any classification affected by a reduction until all employees within the classification who were reduced or laid off have been offered an opportunity to be reinstated. Reinstatement from the recall list shall be to the same or equivalent position and hours as previously held prior to layoff by reverse order of seniority. However, an employee who may be offered lesser hours or a lesser position may refuse and shall not lose his/her standing on the recall list. If reinstated during this period, the employee shall resume all rights related to salary and fringe benefits. Notice of Reinstatement shall be made by personal service or by Registered or Certified Mail.

ARTICLE 27 - RETIREMENT PAY

Upon retirement, all employees will be paid twenty-five percent (25%) of all accumulated unused Sick Leave up to a maximum of seventy five (75) days. Payment shall be made within thirty (30) days of retirement at the employee's most recent rate of pay.

An employee who retires with SERS at the end of the year in which they would have twenty-five (25) years of service, will receive fifty percent (50%) of all accumulated unused sick leave up to a maximum of one hundred fifty (150) days.

ARTICLE 28 - HOURS AND OVERTIME

Hours of work

1. The normal work week for all employees covered by this agreement shall be forty (40) hours.
2. For each employee scheduled at least eight (8) consecutive hours of work, an employee shall receive a ½ hour unpaid lunch period. Employees shall be permitted a paid fifteen (15) minute break during each one-half (1/2) shift as possible.

Overtime

1. Work Week. Overtime work shall mean hours or fractions thereof which are worked by any employee in excess of forty (40) hours per week.
2. Overtime Rate of Pay. All hours worked in excess of the established forty (40) hour week shall be paid at the rate of time and one-half (1/2) the regular straight time rate; vacation, personal, sick leave shall not be counted as hours worked for purposes of this section. There shall be no pyramiding of overtime. Holiday pay shall be counted as hours worked toward overtime.
3. Scheduled Overtime. Scheduled overtime shall be offered to employees by seniority on a continuous rotation.
 - a. Custodians – First by the Building List, then if needed by the District List (Community Center and High School – 2 separate buildings).
 - b. Separate District Lists will be maintained for scheduled overtime for the following areas of expertise.
 - i. HVAC
 - ii. Maintenance
 - iii. Groundskeeper

Employees who are interested in scheduled overtime shall sign the appropriate list. If an employee wishes not to participate in scheduled overtime, they remove their name off of the list for a period of not less than thirty (30) days.

4. Emergency Overtime. Emergency overtime is defined as that overtime necessary because of a situation occurring after the employee's normal work shift. Maintenance, HVAC, and at their option, head custodians and custodians shall be designated as "on call" for the week they hold the pager/cell phone and compensated an additional one hundred dollars (\$100.00) for that week. Head custodians wishing to carry the pager will need to be trained. If a groundskeeper employee is designated

as “on call”, s/he shall be compensated an additional twenty-five dollars (\$25.00) per day of being “on call”. At no time should the employee be required to be “on call” more than two (2) consecutive weeks due to extenuating circumstances.

An employee “on call” must be able to respond to the schools within 45 minutes of receiving the page or phone call. If the “on call” employee does not make it to the location or answer the page within the forty-five (45) minute time frame, they will be subject to disciplinary steps.

5. Call Back Pay. When an employee is called or paged by the employer to physically report to a work site, after termination of his/her regular scheduled shift, he/she shall be paid for two (2) hours minimum at their applicable rate or the overtime rate, whichever may apply.
6. Calculating Emergency Overtime. Holiday, vacation, personal, sick leave pay or any other kind of leave will be considered as hours paid when calculating emergency overtime compensation.

ARTICLE 29 - STUDENT TUITION

An employee may choose to enroll his/her children in grades K-12 in the Mason City Schools through the Board’s open enrollment policy and shall be given priority enrollment over any open enrollment applicant.

This section is not applicable to preschool and does not permit employees who reside outside of the Mason City School District to enroll their children in the Mason City School District’s preschool program.

ARTICLE 30 - PERFORMANCE APPRAISALS

Each employee shall be evaluated annually during the employee’s first two (2) years of service with the District. Thereafter, employees shall be evaluated at least once every three (3) years. However, employees may be evaluated annually at the administration’s discretion. Evaluations shall be conducted by the employees’ immediate supervisor using a standard evaluation form for each position description and shall be based upon his/her work performance through direct observation, investigation and/or factual data of the evaluator.

The Employer shall provide to each employee a copy of the criteria and methods used by the Employer to evaluate an employee’s work performance. The criteria and methods used by the Employer to evaluate an employee’s work performance shall be relevant to the responsibilities and qualifications set forth in the employee’s job description and the standards of conduct required by the Employer.

A copy of each evaluation shall be reviewed with the employee with a copy given to the employee. No evaluation of any employee shall be filed in the employee’s personnel file without an opportunity for a discussion between the employee and the evaluator. Each supervisor and employee shall sign the evaluation form. The signature by either party

does not constitute approval or disapproval but only that the evaluation has been reviewed.

An employee may present written comments which shall be dated and entered as an attachment to the evaluation form.

Negative evaluations will include recommendations for improvement.

Members of the Bargaining Unit cannot evaluate other employees, however, head custodians and lead maintenance may provide information to supervisors that may be utilized by the supervisor in the preparation of bargaining unit members' performance evaluations.

ARTICLE 31 - PAYROLL DEDUCTIONS

In accordance with federal, state and local laws, the following deductions will be made from all employees' pay checks:

1. Federal Withholding Tax
2. State Withholding Tax
3. Retirement-SERS
4. City/Local Tax
5. Medicare Tax

Each newly hired employee shall meet with the Human Resources Talent Management Officer or designee to receive a packet of information and forms concerning deductions and benefits.

Other deductions may occur according to the eligibility of the employee for particular benefits and programs:

1. Health Care Coverage
2. Dental Insurance
3. Optical Insurance
4. Credit Union
5. Optional Insurance
6. Tax Sheltered Annuities
7. Union Dues

All necessary paperwork for withholding taxes and retirement contributions must be on file before the first pay check can be issued.

Completed, signed withholding forms and/or enrollment cards must be submitted to the Treasurer's Office for review before deductions and/or coverage may begin. Forms need to be submitted in a timely manner in order to assure insurance coverage and/or no delay in receiving your pay.

Sufficient enrollment among employees of the District must exist with a company for tax sheltered annuity deductions to occur. The Treasurer's Office can provide more

information regarding TSA's.

Changes in withholding, and deductions for credit union, and tax sheltered annuities, can be made in the Treasurer's Office.

Changes in healthcare, dental, vision, and life insurances can be made in the Treasurer's Office. Open enrollment period for insurance is in September each year for employees not previously enrolled. Employees who need coverage after the open enrollment period, should contact the Treasurer's Office.

Report any changes relative to name, marital status, address, phone number, and/or birth/adoption of a child.

School Employees Retirement System of Ohio (SERS). All employees of the District are required to contribute to SERS.

The Board makes the retirement deductions of the Board and employee on a pre-tax basis. This results in a reduction of an employee's taxable income for Federal and State purposes.

Employees who leave the program prior to retirement age may withdraw the amount which has been deducted from wages.

Other Deductions: Employees of Mason City Schools have the option of having other deductions take from their paychecks

All employees may choose:

1. Credit Union Deductions (savings, checking, Holiday/Vacation Club, car payments).
2. Optional Insurance
3. Tax Sheltered Annuities (dependent upon participating, eligible companies).

Eligible, participating employees will have the following deducted from their paychecks as applicable:

1. Health Care Insurance Premiums.
2. Dental Insurance Premiums
3. Vision Insurance Premiums

Court-ordered deductions may occur:

1. Child Support Payments
2. Garnishment of Wages

Questions or concerns about payroll deductions should be addressed to the Treasurer's Office.

ARTICLE 32 - DIRECT DEPOSIT

Effective upon signing of this Agreement employees shall receive their payroll via Direct Deposit with electronic pay stubs sent to the employee via the employee's selected e-mail account. This provision does not require that the Administration provide District email accounts to all employees. Those employees possessing District email accounts may choose their District email account to receive their electronic pay stub. An employee shall be provided reasonable access to a District computer for the purpose of receiving their electronic pay stub. Employees will be able to print their electronic stub for no additional cost.

ARTICLE 33 - UNIFORMS & EQUIPMENT

Since employees are representatives of the school district, certain classified job assignments require wearing specific uniforms. Employees are expected to wear their uniforms at all times when performing their duties, including weekends, holidays, or any other additional hours worked. In case of an Emergency Call the employee may not have a uniform with them, however, they will be required to have their I.D. badge.

Outsourced vendors working in the Mason City School District's buildings in the capacity as Custodian shall have a separate and distinct name badge that is conspicuously different than Mason City School District employees.

Each regular employee who is required to wear a uniform will be provided five (5) changes of uniform annually, by the school district at no charge. Laundry and maintenance are the responsibility of the employee.

The employer shall provide shirts and pants (Choice of long or short sleeve - 100% cotton or blend). The employer shall provide jackets/coats to the following personnel maintenance, HVAC, Grounds Maintenance. Replacement of the jackets shall be at the discretion of the administration.

A photo ID/name badge supplied by the District will be worn during working hours and when performing work on behalf of the employer.

Other specialized uniform components (jackets, aprons, etc.) or small equipment (masks, goggles, latex gloves) shall be worn at the direction of the employee's direct supervisor or manager, however, when working conditions dictate, the employee shall be required to utilize appropriate safety gear with or without management's direction.

Failure to conform to the uniform requirement could result in disciplinary action being taken.

ARTICLE 34 - WAGES

Effective July 1, 2021, there shall be a two percent (2.0%) increase in wages for the 21-22 and 22-23 contract years. Effective July 1, 2023, there will be a two and one-quarter percent (2.25%) increase for the 23-24 contract year. In addition, each employee will receive a one-time cash payment, payable with the first payroll in November, 2021 in the amount equal to three percent (3%) of the employee's annual base salary. Salary Schedule movement shall occur effective July 1, 2021. The salary schedules for all three years are attached at the end of this agreement.

ARTICLE 35 - ABSENTEEISM POLICY

All employees have the responsibility to be on the job at the appointed time or to make the necessary arrangements for their absence. All employees shall follow the leave procedures in Article 8. The Superintendent or designee may, upon evidence of frequent or unusual absence, require the name of the attending physician or surgeon, if any. If the problem continues, the Superintendent or designee may request a doctor's certificate for any subsequent absences. However, the Superintendent or designee shall provide the employee with a written warning prior to making such a request pursuant to Article 22, Corrective Action.

ARTICLE 36 - SEVERABILITY

In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles or Sections not so invalidated shall remain in full force and effect. The parties shall meet within thirty (30) days to bargain alternative language.

This Agreement supersedes and replaces all statutes, rules and regulations, which it has the authority to supersede and replace. This shall include but not be limited to superseding the testing/hiring, appeals process, or lay-off procedures of Civil Service or the State Personnel Review Board.

ARTICLE 37 - DRUG AND ALCOHOL TESTING

- A. Pre-Employment - Prior to the first time an employee performs duties for the Board, the employee must undergo testing for controlled substances and alcohol. This requirement pertains to all new hires and any existing employees transferred to any new position requiring the duty of driving a motor vehicle. The Board is under no obligation to hire any applicant who fails a drug or alcohol test or to allow a person to transfer to any existing position if the employee has failed an alcohol or drug test.
- B. Reasonable Suspicion Testing - In the event the Board has reasonable suspicion to believe that an employee is using drugs, alcohol, or other chemical substances while on the job, or has reported to work under the influence of alcohol, drugs, or chemical substances, the administration may order the employee to submit to an immediate urine or blood test for alcohol/drug screening. The test shall be conducted by a

hospital or independent laboratory, and a triple screen test shall be performed. The test will be at the Board's expense. All substances found will be identified, and the results will be supplied to both the employee and the administration. All employees are required to submit to testing based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee." Reasonable suspicion testing is authorized during, just preceding, or just after a period of a work day.

- C. Return to Duty Testing - After an employee fails to pass an alcohol or controlled substance test, the employee will be required to undergo and pass another test before the employee is permitted to return to duty.
- D. Workers' Compensation Post Accident Testing - If required by law or B.W.C. rules, an employee who suffers injuries in a work related accident shall be subject to post accident testing in accordance with the appropriate level of the State Workers' Compensation guidelines.
- E. Discipline - In the event that an employee is found to have utilized illegal drugs, abused prescription drugs or other chemical substances, or been under the influence of alcohol while on duty, the employee may be subject to discipline up to and including termination. In the event that the employee refuses to submit to drug/alcohol screen, the employee may be subject to immediate termination from employment. An employee shall be found to be under the influence of alcohol or drugs based on the Federal United States Department of Transportation Guidelines for individuals holding Commercial Driver's Licenses.

ARTICLE 38 - CONTRARY TO LAW/COMPLETE AGREEMENT

Consistent with Ohio Revised Code Chapter 4117, this Agreement shall supersede and replace in its entirety any and all provision of Ohio law which are in conflict or inconsistent with any provisions of this agreement.

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written, or oral. The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or any matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrive at by the parties after the exercise of that right to bargain and negotiate and the opportunity to bargain and negotiate are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which could have been collectively bargained but was excluded in this Agreement. It is further agreed that the Board and the Union have no obligation to bargain collectively during the term of this Agreement unless mutually agreed upon by the Board and the Union.

ARTICLE 39 - MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, all of the rights identified in O.R.C. 4117.08. These include the right to:

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

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE 40 - JOB SECURITY

The Board agrees that no employee who is currently employed with the Board of Education as of November 1, 2008 shall not be laid off or reduced as a result of the Board's discretionary authority to privatize District Operations or positions.

The Board agrees that it will utilize Mason City School District employees for all first-shift custodial positions in district buildings. However, any existing Mason City School District employee working other than first shift will not be involuntarily transferred.

ARTICLE 41 - DURATION

This Agreement shall be in effect from July 1, 2021 through June 30, 2024.

Mason City Schools Board of Education

Ohio Association of Public School Employees
and its Local #070

Board President

President

Superintendent

Field Representative

Treasurer

Chief Talent Officer – Human Resources

MASON CITY SCHOOL DISTRICT
 UNION CLASSIFIED SALARY SCHEDULE

MCS-105B

2021-22 SCHOOL YEAR		2.00%															
OAPSE	1	2	3	4	5	A	B	C	D	E	F	G	H	I	J	K	L
CUSTODIAL/MAINTENANCE																	
Head Custodian 9-12						19.83	20.56	21.26	21.99	22.72	23.44	24.15	24.90	25.62	26.31	27.05	27.76
Head Custodian 7-8						19.04	19.77	20.51	21.21	21.94	22.67	23.41	24.12	24.81	25.56	26.27	27.01
Head Custodian 3-6						18.30	18.99	19.73	20.47	21.17	21.88	22.61	23.37	24.05	24.77	25.52	26.23
Head Custodian PreK-2						17.91	18.59	19.35	20.06	20.77	21.52	22.24	22.97	23.67	24.41	25.12	25.86
Head Custodian Central						17.15	17.86	18.55	19.32	20.01	20.74	21.49	22.21	22.91	23.59	24.35	25.09
Custodian	13.25	13.85	14.45	15.05	15.66	16.25	16.96	17.68	18.42	19.10	19.83	20.57	21.27	22.01	22.73	23.45	24.17
Heating/Air Cond. Technician						25.02	25.70	26.44	27.13	27.86	28.60	29.31	30.04	30.78	31.46	32.20	32.94
Lead Maintenance						25.42	26.15	26.87	27.58	28.27	29.01	29.73	30.47	31.20	31.91	32.61	33.35
Maintenance						19.91	20.61	21.33	22.05	22.78	23.48	24.20	24.95	25.67	26.39	27.09	27.84
Lead Maintenance/Groundskeeper						19.04	19.77	20.51	21.21	21.94	22.67	23.41	24.12	24.81	25.56	26.27	27.01
Maintenance/Groundskeeper						17.87	18.55	19.32	20.02	20.74	21.49	22.21	22.91	23.63	24.35	25.09	25.79
Shift Leader Differential						0.50											
2nd Shift Differential						0.25											
3rd Shift Differential						0.35											

MASON CITY SCHOOL DISTRICT
 UNION CLASSIFIED SALARY SCHEDULE

MCS-105B

2022-23 SCHOOL YEAR		2.00%																
OAPSE	1	2	3	4	5	A	B	C	D	E	F	G	H	I	J	K	L	
CUSTODIAL/MAINTENANCE																		
Head Custodian 9-12						20.23	20.97	21.69	22.43	23.17	23.91	24.63	25.40	26.13	26.84	27.59	28.32	
Head Custodian 7-8						19.42	20.17	20.92	21.63	22.38	23.12	23.88	24.60	25.31	26.07	26.80	27.55	
Head Custodian 3-6						18.67	19.37	20.12	20.88	21.59	22.32	23.06	23.84	24.53	25.27	26.03	26.75	
Head Custodian PreK-2						18.27	18.96	19.74	20.46	21.19	21.95	22.68	23.43	24.14	24.90	25.62	26.38	
Head Custodian Central						17.49	18.22	18.92	19.71	20.41	21.15	21.92	22.65	23.37	24.06	24.84	25.59	
Custodian	13.52	14.13	14.74	15.35	15.97	16.58	17.30	18.03	18.79	19.48	20.23	20.98	21.70	22.45	23.18	23.92	24.65	
Heating/Air Cond. Technician						25.52	26.21	26.97	27.67	28.42	29.17	29.90	30.64	31.40	32.09	32.84	33.60	
Lead Maintenance						25.93	26.67	27.41	28.13	28.84	29.59	30.32	31.08	31.82	32.55	33.26	34.02	
Maintenance						20.31	21.02	21.76	22.49	23.24	23.95	24.68	25.45	26.18	26.92	27.63	28.40	
Lead Maintenance/Groundskeeper						19.42	20.17	20.92	21.63	22.38	23.12	23.88	24.60	25.31	26.07	26.80	27.55	
Maintenance/Groundskeeper						18.23	18.92	19.71	20.42	21.15	21.92	22.65	23.37	24.10	24.84	25.59	26.31	
Shift Leader Differential						0.50												
2nd Shift Differential						0.25												
3rd Shift Differential						0.35												

MASON CITY SCHOOL DISTRICT
 UNION CLASSIFIED SALARY SCHEDULE
 2023-24 SCHOOL YEAR

MCS-105B

OAPSE	1	2	3	4	5	2.25%											
						A	B	C	D	E	F	G	H	I	J	K	L
CUSTODIAL/MAINTENANCE																	
Head Custodian 9-12						20.69	21.44	22.18	22.93	23.69	24.45	25.18	25.97	26.72	27.44	28.21	28.96
Head Custodian 7-8						19.86	20.62	21.39	22.12	22.88	23.64	24.42	25.15	25.88	26.66	27.40	28.17
Head Custodian 3-6						19.09	19.81	20.57	21.35	22.08	22.82	23.58	24.38	25.08	25.84	26.62	27.35
Head Custodian PreK-2						18.68	19.39	20.18	20.92	21.67	22.44	23.19	23.96	24.68	25.46	26.20	26.97
Head Custodian Central						17.88	18.63	19.35	20.15	20.87	21.63	22.41	23.16	23.90	24.60	25.40	26.17
Custodian	13.82	14.45	15.07	15.70	16.33	16.95	17.69	18.44	19.21	19.92	20.69	21.45	22.19	22.96	23.70	24.46	25.20
Heating/Air Cond. Technician						26.09	26.80	27.58	28.29	29.06	29.83	30.57	31.33	32.11	32.81	33.58	34.36
Lead Maintenance						26.51	27.27	28.03	28.76	29.49	30.26	31.00	31.78	32.54	33.28	34.01	34.79
Maintenance						20.77	21.49	22.25	23.00	23.76	24.49	25.24	26.02	26.77	27.53	28.25	29.04
Lead Maintenance/Groundskeeper						19.86	20.62	21.39	22.12	22.88	23.64	24.42	25.15	25.88	26.66	27.40	28.17
Maintenance/Groundskeeper						18.64	19.35	20.15	20.88	21.63	22.41	23.16	23.90	24.64	25.40	26.17	26.90
Shift Leader Differential						0.50											
2nd Shift Differential						0.25											
3rd Shift Differential						0.35											