

**MEMORANDUM OF UNDERSTANDING  
BETWEEN EAST LIVERPOOL BOARD OF EDUCATION  
THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
AFSCME LOCAL #4/AFL-CIO, LOCAL 223**

WHEREAS, the board of education for East Liverpool City School District ("Board") and the Ohio Association of Public School Employees, AFSCME Local # 4/AFL-CIO, Local 223 ("Union) are parties to a collective bargaining agreement ("CBA); and

WHEREAS, the parties intend to shift the responsibilities for calling substitutes to perform custodial work and assign overtime from the Head Custodian to the Superintendent or Designee (Director of Buildings and Grounds).

NOW, THEREFORE in consideration of the mutual agreement and promises made herein, the Board and the Union agree as follows:

1. Article 24.031- Overtime for Custodial Work shall be amended to read as follows:

All full-time employees in the Custodial classification shall be offered over-time custodial work before substitutes are asked to work overtime. The Superintendent or Designee (Director of Buildings and Grounds) is responsible for calling substitutes who will be used to cover absent employees. The Superintendent or Designee (Director of Buildings and Grounds) is responsible for calling employees for overtime (Time and Half) on a system seniority rotation basis. The rate of pay shall be based on the appropriate step of the classification for the work required. Call-Out-Overtime for custodial staff will be done in the following manner:

**CALL-OUT-OVERTIME-CUSTODIAL**

1. Overtime in the building rotation in custodial classification by system seniority.
2. Overtime out of building rotation in custodial classification by system seniority.

3. Overtime in the Buildings and Grounds classification by system seniority.
  4. Overtime to sub-custodians
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2. The provisions of this Memorandum of Understanding ("MOU") shall not be altered or eliminated without the consent of both parties.
  3. This MOU shall not be referred to by either party in any other dispute or disagreement, unless the dispute or disagreement relates solely to the enforcement of the terms of this MOU.
  4. This MOU shall be incorporated into the negotiated Agreement.

It is the intention of the parties that all other provisions set forth in the CBA shall remain unchanged and that the above provisions shall be incorporated into the CBA.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date set forth below.

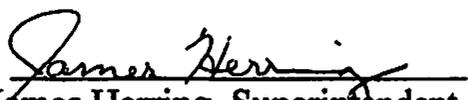
FOR THE UNION

  
Terry Stewart, OAPSE President

  
Ronnie Blatt, OAPSE Representative

12/16/11  
Date

FOR THE BOARD

  
James Herring, Superintendent

  
Todd Puster, Treasurer

12-19-11  
Date