

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the 9th day of September, 2016 by and between the Nordon Hills City School District Board of Education ("Board") and the Ohio Association of Public School Employees Local 246 ("OAPSE"), and shall become effective upon ratification by the OAPSE and by the Board by resolution.

WHEREAS, the Board and OAPSE are parties to a Negotiated Agreement having a term of July 1, 2014 to June 30, 2017 (the "Agreement"); and

WHEREAS, the Board wishes to create the position of Part-Time Cleaner, and include that position within the bargaining unit represented by OAPSE; and,

WHEREAS, the Board and OAPSE have met and negotiated over the hours, terms, pay and conditions of employment of the Part-Time Cleaner position; and,

WHEREAS, the parties to this MOU wish to amend the Agreement in order to create and recognize the position of Part-Time Cleaner.

NOW, THEREFORE, THE PARTIES HEREBY AGREE:

Section 1. The Board hereby establishes the position of Part-Time Cleaner (the "position"), which would work up to four (4) hours per day, five (5) days per week, up to a maximum of twenty (20) hours per week, for 260 days per year. The position is part of the "Operations" classification as set forth under Article I, Section 1:01 of the Agreement.

Section 2. The parties agree to set the hourly rate for the position at \$13.00 per hour at Step 0, and establish the position under Classification Series V, Pay Grade I-A in Appendix G to the Agreement. The parties will meet and negotiate over the hourly rate for the other steps in the salary schedule for the position during the negotiations for a successor Agreement upon the

expiration of the current Agreement. The parties further agree that a person holding the position would be eligible for extra-activity overtime pursuant to Article 4:02.5 the same as any other eligible employee.

Section 3. In order to effectuate the creation of the position and the addition of the position to the bargaining unit, the following provisions of the Agreement are hereby amended as follows:

Article 1:01 – Recognition and Duration, shall be amended as follows:

1:01 The Board recognizes the Association as the sole and exclusive bargaining agent for all employees now employed or to be employed in the Nordonia Hills City School System in the following classification series:

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V. Operations: Full-Time Custodial Duty, **Part-Time Cleaner**, Evening/Night Foreman, Courier, Elementary Building Foreman, Middle & High Building Foreman, Maintenance, Assistance Maintenance Supervisor.

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Article 4:02.5-4:02.6 – Overtime/Additional Time, shall be amended as follows:

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4:02.5 Extra activity overtime shall be offered by seniority on an equal rotational basis to all employees within a building **Part-time employees shall not be eligible for extra activity overtime if such overtime would result in the part-time employee working thirty (30) or more hours in a work week.**

4:02.6 If the Building Foreman is unable to do the building check, the custodian employee(s) in that building, **with the exception of any Part-Time Cleaner**, shall be offered, by the Building Foreman, the opportunity of the extra work by seniority on an equal rotational basis. The rotation period shall be from July 1 to June 30 of the next year.

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Article 9:07 – Classification/Paygrade Ranking Order for Reduction in Force and Reinstatement, shall be amended as follows:

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CLASSIFICATION SERIES V – OPERATIONS

Pay Grade I – Full-Time Custodial Duty

Pay Grade I-A – Part-Time Cleaner

Pay Grade II – Evening/Night Foreman

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Article 10:02.5 – Work Schedule, Classification Series V - Operations, shall be amended as follows:

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10:02.5 Classification Series V

Pay Grade I – Custodian
Hours 2-8 Days 260/261 per year

Pay Grade I-A – Part-Time Cleaner
Hours up to 4 Days 260/261 per year

Pay Grade II – Evening/Night-Time Foreman
Hours up to 8 Days 260/261 per year

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Article 12:02.7 – Employee Evaluation, shall be amended as follows:

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12:02.7 The following chart lists those responsible for conducting evaluations:

* * *

**Custodians.....Operations Supervisor

****Part-Time Cleaners.....Operations Supervisor**

Building ForemanOperations Supervisor

* * *

Appendix G regarding Classification Pay Grades shall be amended as follows:

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CLASSIFICATION SERIES V – OPERATIONS

	<u>Pay Grade I – Full-Time Custodian</u>		
	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
STEP 0	\$15.86	\$16.18	\$16.50
STEP 1	\$16.25	\$16.57	\$16.91
STEP 2	\$16.71	\$17.04	\$17.38
STEP 3	\$17.13	\$17.47	\$17.82
STEP 4	\$17.60	\$17.95	\$18.31
STEP 5	\$18.00	\$18.36	\$18.73
STEP 6	\$18.46	\$18.83	\$19.21
STEP 7	\$18.55	\$18.92	\$19.30

	<u>Pay Grade I-A – Part-Time Cleaner</u>		
	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
<u>STEP 0</u>	<u>=</u>	<u>=</u>	<u>\$13.00</u>

	<u>Pay Grade II – Evening/Night Foreman</u>		
	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
STEP 0	\$17.04	\$17.39	\$17.73
STEP 1	\$17.43	\$17.78	\$18.14
STEP 2	\$17.85	\$18.21	\$18.57
STEP 3	\$18.33	\$18.70	\$19.07
STEP 4	\$18.72	\$19.09	\$19.47
STEP 5	\$19.18	\$19.56	\$19.95
STEP 6	\$19.62	\$20.02	\$20.42
STEP 7	\$19.73	\$20.12	\$20.52

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Section 4. The parties agree the terms of this Memorandum of Understanding will be incorporated into the successor Negotiated Agreement between the parties. All other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement between the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding on the date first set forth above.

NORDONIA HILLS CITY SCHOOL
DISTRICT BOARD OF EDUCATION

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, LOCAL 246

By: *Jammy Strong*
President, Board of Education

By: *Carly Koff*
OAPSE Local 246 President

By: *Joe [Signature]*
Superintendent

By: *Karen C. Oseratil*
Treasurer