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AGREEMENT

between

KETTERING BOARD OF EDUCATION

and

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

Effective

August 1, 2009

Through

July 31, 2011

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PREAMBLE

This Agreement, by and between the Kettering Board of Education (hereafter referred to as the Board) and the Ohio Association of Public School Employees, AFSCME/AFL-CIO, on behalf of its Locals 182, 193, 553, 573, and 649 (hereinafter referred to as the Association), is entered into in the belief that negotiations are an effective and efficient method for discussion and agreement on items pertaining to the terms and conditions of employment in the Kettering City School District.

ARTICLE 1

BOARD RIGHTS

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement; and the Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the School District conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, including the responsibility for and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, the efficiency of its operation, the activities of its employees as related to the conduct of school affairs and the personnel by which operations are to be carried out.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal, discipline, or demotion, except that non-probationary employees may not be disciplined without just cause.
- C. To promote and transfer all employees.
- D. To delegate authority through recognized administrative channels according to current Board policy.
- E. To determine job schedules, the hours of employment, and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.
- F. To determine the size and strength of the work force.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

ARTICLE 2

RECOGNITION

- A. The Association is hereby recognized as the sole and exclusive representative for all non-teaching employees in the following categories:

Buildings and Grounds Employees
Food and Nutrition Services Employees
Secretarial Employees
Transportation Employees
Designated Paraprofessional Employees

- B. The following are excluded from the bargaining unit representation:

1. Those classifications which, on the effective date of this Agreement, are represented by other established bargaining units.
2. New employees during the probationary period.
Probationary period for the purposes of this contract is defined as 120 days worked.
3. Temporary, seasonal, substitute, and part-time employees other than regular part-time employees. For the purposes of this section, a part-time employee is defined as an employee who is scheduled to work less than 120 work days in a school year.
4. Confidential, management, and supervisory employees, including employees in the following classifications:

Assistant Treasurer
Computer Technician/Network Manager
Coordinator of Data Processing
Coordinator of Fringe Benefits and Payroll
Coordinator of Public and Community Relations
Payroll & Benefits Analyst
General Administrative Secretary, Business Services
Personnel Records Specialist
Secretary to Coordinator of Public and Community Relations
Secretary to Director of Business Services
Secretary to Director of Human Resource Services
Secretary to the Superintendent
Secretary to the Treasurer
Supervisor of Buildings and Grounds
Supervisor of Food and Nutrition Services
Supervisor of Transportation
Trent Arena Manger/KEF Director

- C. The terms of this Agreement, and any understanding or contracts developed thereunder, shall not apply where inconsistent with constitutional statutory, or other legal provisions. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, the remainder of the Agreement, and any contracts or understanding thereunder, shall remain in full force and effect and the parties to the Agreement shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.
- D. Days as used in this Agreement shall mean regularly scheduled work days unless otherwise specified.
- E. The provisions of this contract supersede the Civil Service requirements set forth in Section 124.01, et seq, Ohio Revised Code.

ARTICLE 3

ASSOCIATION SECURITY AND DUES CHECKOFF

- A. The Board agrees to deduct from or check off on the wages of employees for the payment of dues to the Association upon presentation of a written authorization individually executed by an employee.
- B. Dues will be deducted from the paychecks in equal installments, as agreed to by the Treasurer and the Association. Authorization for Association dues shall continue to be in effect until such time as an employee requests, in writing to the Board's Treasurer and the State Association's Treasurer, to withdraw from deductions, provided withdrawal must be made during the 10-day period from August 22 through August 31 of each year.
- C. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deductions submitted by the Association.
- D. All dues collected shall be submitted to the State Association Treasurer monthly with a list of those employees for whom payment is made. A copy of the list shall be submitted to the Association Treasurer. The Association shall notify the Board Treasurer in writing of the amount of dues or changes in amounts to be withheld.
- E. All members of the bargaining unit who are not members of the Association shall pay to the Association a fair-share fee as a condition of their continued employment with the Kettering City School District. Such fair-share fee shall not exceed dues paid by members of the Association.

The Association shall notify the Board of the fair-share fee amount and of any changes in the amount of dues deductions, and shall provide to each non-member employee a notice of the amount of the fee, adequate explanation as to how the fee was determined, a statement that the employee may file an objection as to the amount and how to receive a rebate, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the Association's internal rebate policy.

Fair-share fee shall be deducted through payroll deduction in the same manner as dues deductions, except that written authorization for fair-share fee deduction is not required. Both dues and fair-share fees shall be forwarded to the State Association with notices of names, addresses and amounts.

- F. The Association shall have at its disposal a room, provided by the Board of Education, that will accommodate no fewer than 20 persons for meeting purposes.

- G. Association officers, committee chairpersons and other approved Association members shall be permitted to use the school mail delivery system for purposes of communications, notices, etc. for official Association business to non-certificated staff. Additionally, the copy equipment located in the mailroom at the Board office shall be made available for the duplication of Association material provided the Association reimburses the Board for the costs incurred.

- H. The Board agrees to deduct from the wages of any employee who is a member of the Association a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee during one of the two (2) enrollment periods, October 1 to October 15 and March 1 to March 15, or at the time of application for Association membership, by giving written notice to both the Treasurer's Office and the Association. The Board agrees to remit any deductions made pursuant to this provision promptly to the Association 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.

- I. **Payroll Procedure** – All employees must participate in direct deposit of payroll checks. Extenuating circumstances, reviewed on an individual basis, could determine a temporary stop in direct deposit. Approval will not be unreasonably withheld.

ARTICLE 4

LABOR/MANAGEMENT COUNCIL

- A. There shall be a Labor/Management Council that shall meet to discuss working conditions and employee concerns not otherwise contained in the current Agreement. Except by mutual agreement, the Council shall consist of representatives for the Association and the administration.
- B. By mutual agreement, a recording secretary shall be appointed to reduce to written form any obligations accepted by either or both parties insofar as problem resolution is concerned. A copy of such information shall be offered to each party.

ARTICLE 5

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by an employee, the Association, or a group of employees based upon an alleged violation, misinterpretation, or misapplication of any provision of this negotiated Agreement, except that:

No grievance may be filed concerning a matter which may be made the subject of a charge with a state or federal agency or a complaint in a state or federal court of record.

2. "Days", as used in the Article, shall be defined as regular work days exclusive of weekends, holidays, and breaks during the school year.

B. Procedure

1. Level I (informal)

The aggrieved party shall discuss the grievance or complaint with the person who is directly concerned with the grievance in a scheduled meeting provided, upon the request of the employee or appropriate administrator, an Association representative may be present. This shall be accomplished within 10 days after the grievant knows or should have known the act or conditions on which the grievance is based, but in no instance later than 20 days after the occurrence complained of. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of the rights granted in this Article.

2. Level II (formal)

If a satisfactory solution is not effected at Level I, the aggrieved party shall present his/her written grievance to the immediate supervisor within five (5) days after the informal meeting. The supervisor shall, within five (5) days of receipt of the grievance, conduct a hearing concerning the grievance. The supervisor shall provide a written answer to the grievance and forward it to the grievant, the Association, and the Office of Business Services within five (5) days from the date of the hearing.

3. Level III (Superintendent)

In the event a grievance is not satisfactorily resolved at Level II, or if no decision has been made within the five (5) day limit, the Association may invoke Level III and present same to the Superintendent within five (5) days after the receipt of the answer at Level II. Any failure to invoke Level III as provided herein will be considered as the parties having reached a satisfactory resolution of the alleged grievance. Within seven (7) days following the Superintendent's receipt of the invoking of Level III, the Superintendent or his/her designee shall conduct a hearing concerning the grievance. Upon completion of the hearing, the Superintendent or his/her designee shall provide a written answer to the grievance and forward it to the grievant, the Association, and the Office of Business Services within five (5) days from the date of the hearing.

4. Level IV (Mediation)

- a. In the event the grievance is not resolved at Level III, the parties, by mutual agreement, may request that the issue be presented at a mediation conference. The Federal Mediation and Conciliation Service or State Employment Relations Board shall be requested through mutual agreement to appoint one of its mediators to conduct the mediation conference.
- b. The mediation conference will be scheduled at the earliest date that the mediator, the parties and their representatives are reasonably available for such purpose. The mediation conference will be conducted informally. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussion.
- c. If the parties resolve the grievance through mediation, they shall reduce the terms of their settlement agreement to writing. Unless the Board and the Association agree otherwise, the resolution of the grievance through mediation shall be on a non-precedent basis.
- d. The costs of grievance mediation, if any, shall be shared equally by the Association and the Board.

5. Level V (Arbitrator)

- a. In the event the grievance is not resolved at Level IV or if Level IV was not utilized by the parties and the grievance was not resolved at Level III, or if no decision has been made within the five-day limit, the Association may invoke Level V. The Association and the Superintendent or his/her designee shall thereafter prepare a joint request for a panel of arbitrators to the American Arbitration Association within 20 days after receipt of the answer at Level III or Level IV. The selection of the arbitrators and all proceeding shall be in accordance with the Voluntary Rules of the Arbitration Association.
- b. The arbitrator shall not have the power to add to, subtract from or modify or amend this Agreement and shall only have the authority to interpret the provisions of the agreement as the same relates to the specific grievance appealed to arbitration. The arbitrator shall not establish law or cause either party to act in any way contrary to law. The arbitrator shall in no event have the power to enlarge the power of the Board or allocate the finite resources of the district. The decisions of the arbitrator shall be final and binding upon the Board, its agents, the Association, and its members.
- c. Miscellaneous
 - 1) The aggrieved shall, after filing a formal grievance, be represented by the Association.
 - 2) Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. The Association shall have the right to be present at the adjustment.
 - 3) The time limits or steps set forth herein may be extended or waived upon the mutual written consent of the parties hereto.
 - 4) There shall be no reprisals of any kind taken against the grievant, the Association, its representatives, nor its officers for utilization of the provision of this Article.
 - 5) All grievances must be signed by the grievant or, if the grievance is a group grievance, by all grievants. No individuals will be recognized as grievants unless they have signed the grievance form.

- 6) Group grievances or Association-initiated grievances shall be initiated directly at Level II subject to the time limits set forth at Level I.
- 7) All documents, communications, and reports dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 8) Any employee who is required to be absent from his/her assigned duties due to his/her participation in any step of this procedure, including appeal procedures as provided by law, shall lose no salary whatsoever as a result of such absence.
- 9) The Association may withdraw its support of the grievant at any time with the complete and absolute discretion of the Association.
- 10) The costs for the services of the arbitrator, including per diem expenses, if any, and his travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.
- 11) No grievance may be submitted to arbitration without prior approval by the Association.
- 12) No employee may be represented by any organization other than the Association in any grievance initiated pursuant to this Agreement.
- 13) Mutually agreed informal meetings between the parties may be held at any time in an effort to affect a satisfactory resolution to a grievance.
- 14) Failure by any administrator to timely process a grievance shall permit the Association to proceed to the next step of the grievance procedure.
- 15) No employee shall file a grievance after the effective date of his/her termination of employment. (Reference Article 5; B, 5, c, 6)
- 16) A grievance may be withdrawn at any level without prejudice.
- 17) The Association shall have the right to be present at all levels of this procedure beyond the informal level.
- 18) Appeals of disciplinary matters may be taken exclusively through the provisions of this Article.

ARTICLE 6

SENIORITY

A. SENIORITY DEFINED:

1. System seniority shall be defined as the length of continuous employment by the employee with the Board as computed from the employee's most recent date of hire.
2. Job classification seniority shall be defined as the length of continuous employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification.

- B. New employees on original appointments shall have no seniority rights until completion of the probationary period. Upon successful completion of the probationary period, the seniority date shall be the initial date of employment. Employees with system seniority who change classification shall not accumulate classification seniority in the new class until the completion of the probationary period in the new position, but shall continue to retain seniority in their former job classification during this period. Upon successful completion of the probationary period, the employee shall acquire seniority in the new job classification dating from the date of hire in the classification.

Whenever a tie occurs between two or more employees in determining eligibility for lateral transfers, promotions or reduction in force, the following criteria shall be used as a tie-breaker:

1. First paid day of work.
 2. Date of Board action.
 3. Earliest date of most recent application for employment with Kettering Schools.
 4. Highest last four (4) numbers of social security number. The employee with the higher number shall be given a higher seniority ranking (if needed).
- C. Neither system seniority nor job classification seniority is considered broken due to approved leaves of absence for health reasons, including maternity or illness in the employee's immediate family.
- D. Neither system seniority nor job classification seniority will accrue during unapproved unpaid leaves of absence.

E. The following are longevity steps for employees with consecutive years of service with the Kettering City School District:

15 years	\$.15 per hour
20 years	\$.20 per hour
25 years	\$.25 per hour
28 years	\$.28 per hour

These longevity steps become effective at the beginning of the 15th, 20th, 25th, and 28th year respectively.

ARTICLE 7

JOB OPENINGS

A. Reductions in rank, lateral transfers and system transfer.

When a permanent job opening exists in any department, an announcement shall be distributed to all buildings and shall be posted on the appropriate bulletin board for a period of seven (7) work days. Within that time period, employees who have completed their probationary period and who meet the qualifications for the position may apply in writing to the appropriate supervisor. Candidates for lateral transfer or reduction in rank within the department shall be given first consideration.

Lateral Transfer: The movement of an employee within the same pay grade which results in a change in a work location or shift.

Eligibility for lateral transfer will be determined by classification seniority.

Reductions in Rank: The movement from one pay grade to a lower pay grade within the department.

System Transfer: Movement of a bargaining unit employee to an entry level position.

1. Position awarded to one of the three (3) most senior candidates.
2. Two (2) candidates: the position will be awarded to one (1) of the two.
3. Fewer than two (2) candidates for lateral transfer or reduction in rank: management shall have a choice of three (3) candidates from which to choose.
4. System transfer candidates considered: Two (2) candidates; the position will be awarded to one of the two.
5. One candidate: management may interview two (2) external candidates and/or probationary employees.

B. Promotions

For promotions, management shall find additional candidates through the use of an existing eligibility list where applicable. A promotional eligibility list shall be maintained and updated every six (6) months for the following position categories:

Food and Nutrition Services Worker II
Food and Nutrition Services Managers
Head Custodian
Head Groundskeeper
Groundskeeper
General Maintenance
Messenger

If no eligibility list exists or there are fewer than three (3) candidates on an existing list, any qualified Kettering City School District employee who has applied shall be considered. Such employee shall be considered a promotional candidate and must take the appropriate test.

All candidates taking the promotional examination must score a minimum of 70 percent to be included on the eligibility list. Those candidates with department seniority shall receive a 25 point bonus. Those candidates with performance evaluations indicating an overall unsatisfactory rating within the past 12 months prior to posting will have 25 points deducted. In addition, candidates shall receive system seniority points equal to one (1) point per year. Candidates shall then be rank ordered based upon examination scores, department seniority points, performance evaluations (if applicable), and system seniority points.

If there is only one (1) candidate, management may re-post and open the position to external candidates and/or probationary employees. Management may then test and interview two (2) external candidates and/or probationary employees in addition to the internal candidate and make their selection for the position.

- C. Employees being promoted from one position to another shall serve a probationary period in the new position.
- D. When any head custodian wishes to transfer to another head custodian position, or any Food and Nutrition Services Manager wishes to transfer to another Food and Nutrition Services Manager position, they shall be considered eligible for a lateral transfer regardless of building classification.
- E. Employees changing classification and/or pay grades shall be placed at the same step in the new classification and/or pay grade. If less than three (3) calendar months in the new classification and/or pay grade on August 1st, the employee shall remain on his/her current step until the following August 1st.
- F. Employees not covered by the bargaining agreement moving to positions covered by the bargaining agreement shall be placed at the same step for the new position. The employee will serve a probationary period of 60 days worked. At the conclusion of the probationary period, payroll deductions for the association dues or fair-share fees will begin.
- G. District-initiated reductions in rank during the employee's probationary period shall return the employee to the classification, pay grade, and step held immediately prior to receiving the promotion. Reductions in rank made after the employee has completed his/her probationary period shall be made for just cause only and the employee may return to the same classification held immediately prior to the promotion.

- H. All candidates seeking an entry level position in the Buildings and Grounds Department will be required to take a written qualification/job knowledge examination. All candidates taking the examination must score a minimum of 70 percent to be included on the eligibility list. Candidates shall then be rank ordered based upon examination scores. System transfer candidates shall automatically be rank ordered above external candidates.
- I. Because of the vast difference in the secretarial/clerical positions that we have in the school district, it is not reasonable to consider having only one promotional test. We will continue to post and test for each vacancy for each secretarial/clerical vacancy.

In the event that we would have a secretary in a higher ranked position request a reduction in rank to a lower ranked position, they will not be required to take the promotional test and they will be included in the interview process.

If a secretarial/clerical employee is in a different job category; e.g., payroll, and desires a reduction in rank to a position in another job category; e.g., secretary to high school principal, the employee will be required to take the promotional test and pass it with a minimum score of 70 percent. If the test is passed, then the employee will be given an opportunity to interview for the position.

- J. When employees are required to test for positions, outside candidates will be required to take the same test and score at least 70%.
- K. If bus route/driver's aide position becomes vacant any time after route selection, the route/position shall be posted and made available to any regular driver/aide for a period of two (2) work days. The assignment shall be made to the most senior driver/aide making the request, in writing, within the prescribed time. The route/position vacated by the driver/aide shall be posted according to the above procedure until all current regular drivers/aides have made all requests for a change. The last route/position left vacant shall be posted according to the current Agreement, Article 7, Job Openings. A driver/aide is eligible for only one (1) change per school year under this section.
- L. The Civil Service Commission for the City of Kettering, the applicable Civil Service Commission for employees of the Board, shall not be a participant in the employment process under this Article for Board employees covered hereunder.
- M. Established positions will not be split from one (1) position to two (2) or more positions.

ARTICLE 8

REDUCTION IN FORCE

- A. In the event the Board deems it necessary to reduce the number of employees in the bargaining unit as a result of position abolishment, lack of work, or lack of funds, layoffs shall occur in accordance with the provisions of this Article. This will also apply to an employee whose position is abolished due to a realignment.
- B. 1. A laid-off employee may displace a less senior employee using system seniority
- a. within current classification.
 - b. any previously held classification within current department.
2. Any employee unable or unwilling to displace
- a. may bump the least senior employee within current department, entry –level position.
- Entry level positions are as follows:
- | | |
|---------------------------------|---------------------|
| Buildings & Grounds ----- | Assistant Custodian |
| Clerical ----- | Pay Grade I |
| Food & Nutrition Services ----- | FNS Worker I |
| Transportation ----- | Driver Aide |
| Paraprofessionals ----- | Reading Aide |
3. Any employee unable to exercise the displacement rights set forth above may utilize system seniority and bump into a previously held classification in another department.
4. An employee may displace another employee in a higher rated classification within his or her current department provided the employee has previously held that classification
5. In exercising displacement rights, the affected employee must be qualified to perform the duties of the classification to which he/she is moving.
- C. Employees unable to exercise the displacement rights set forth herein shall be laid off from employment with the district.
- D. Employees being displaced to a classification that carries a daily rate of pay less than 70 percent of their previous rate may waive such displacement rights and elect layoff status.

- E. A seniority list shall be prepared each October listing all employees covered hereunder. Such list will show classification and system seniority, and a copy of this list shall be given to the Association president.
- F. Recall rights for laid-off employees shall be for a period of 18 months from the date of layoff, and laid-off employees shall be recalled to available vacant classifications in the reverse order of layoff. Any employee who refuses a recall other than a temporary assignment shall be removed from the recall list. Refusal of a temporary assignment shall not affect recall rights.

Employees in lay-off status who are offered and accept temporary employment in their classification immediately prior to lay-off as a replacement for a current employee shall, after 20 continuous days of employment in the same substitute assignment, be placed at their former pay step.

If the employee accepts a temporary/substitute assignment in a different classification after 20 continuous days in the same assignment, they will be placed on step 1 of the pay schedule for that position. The first 20 days of the continuous short-term assignment shall be paid at the approved substitute rate.

In the event of temporary vacancies occurring which shall have a known duration of 10 work days or longer, employees in lay-off status, first, in that job classification; then, in that department, shall be given first refusal. The employee must be qualified to perform the work available.

G. Interdepartmental Structures

Buildings and Grounds Department

1. Plumber/Electrician
2. Apprentice Plumber/Electrician
3. Head Groundskeeper
4. General Maintenance
5. Head Custodian
6. Messenger
7. Groundskeeper
8. Warehouseman
9. Assistant Custodian (Entry Level)

Food and Nutrition Services Department

1. F&NS Truck Driver
2. F&NS Manager III
3. F&NS Manager II
4. F&NS Manager I
5. F&NS Worker II
6. F&NS Worker I (Entry Level)

Transportation Department

1. Transportation Mechanic
2. Bus Driver
3. Driver Aide (Entry Level)

Clerical Department

1. Pay Grade V
2. Pay Grade IV
3. Pay Grade III
4. Pay Grade II
5. Pay Grade I (Entry Level)

Paraprofessional Department

1. MMLC
2. Reading Aide (Entry Level)

ARTICLE 9

TEMPORARY/SEASONAL EMPLOYMENT

Current classified employees hired as substitute employees in other departments, whether during the summer months or during the school year, will receive only the hourly rate compensation approved for substitute employees. While working as a substitute, the employee will not be covered by the negotiated agreement or be eligible for any fringe benefits including the use of any approved leave of absence. Any disciplinary action necessary while said employee is working as a substitute will apply only to the “substitute employment” and not carry over to the employee’s regular position.

ARTICLE 10

OUTSTANDING ATTENDANCE

Outstanding attendance is defined as use of sick leave and/or personal leave in any combination which results in: 1) three (3) or less days absence for 9- and 10-month employees; 2) four (4) or less days absence for 12-month employees in any year from August 1 through July 31. Employees meeting the above criteria shall be considered to have outstanding attendance and shall receive a payment of \$300.00 not later than October 1 of the year following the attendance period. Employees receiving this payment must have been employed for the entire year (August 1 – July 31) to qualify for this payment.

ARTICLE 11

LEAVES OF ABSENCE

Leaves of absence shall include approved paid leaves, approved unpaid leaves, and unapproved unpaid leaves of absence.

A. APPROVED PAID LEAVES

Employees shall accrue seniority and shall earn full fringe benefits during periods of approved paid leaves of absence. Approved paid leaves of absence shall include the following:

1. **Vacation Leave**

- a. The vacation allowance for employees under contract for 12 calendar months is as follows:

Number of months employed	1 - 48	- 10 days per year
Number of months employed	49 - 108	- 12 days per year
Number of months employed	109 - 168	- 15 days per year
Number of months employed	169 - 204	- 18 days per year
Number of months employed	205 or more	- 20 days per year
- b. Any twelve-month employee who leaves the employ of the Board in good standing at any time prior to the end of the contract year, shall receive the vacation pay to which the employee is entitled computed pro rata on the number of months worked.
- c. Employees who were employed as part of a student work program shall not accrue vacation credit for time employed as a student.
- d. Vacations may be taken in increments of not less than one-half day at any time during the year with the approval of the employee's immediate supervisor. Unless waived by the immediate supervisor, such request must be submitted no later than five (5) work days prior to vacation period requested. If a request is submitted prior to five (5) work days prior to the vacation period and the approving supervisor fails to respond to the employee with his/her approval or disapproval within three (3) work days thereafter, the requested time shall be deemed to be approved.
- e. Any employee who transfers or is promoted to a 12-month position shall have years of service with the Kettering City School District considered in determining the rate of vacation allotment.

- f. If an employee is eligible to receive his/her accrued but unused vacation upon death, payment shall be made to the beneficiary of record as set forth on the beneficiary designation under the district's group life insurance plan.
- g. Employees may carry accumulated vacation leave forward to the next school year. The total amount of earned vacation leave may not exceed vacation credit which is in excess of the vacation earned for three (3) school years. Such excess leave shall be eliminated from the employee's leave balance annually on July 31 (effective July 31, 1995). Whenever an employee shall leave the school Board's employ, such employee shall be entitled to remuneration for the amount of unused vacation leave accumulated.

2. Sick Leave

- a. Each full-time nine and ten-month employee covered hereunder shall receive sick leave credits of one and one-fourth (1-1/4) days per month for a total of 15 days per year when in active status, or on an approved paid leave of absence. Each full-time twelve-month employee covered hereunder shall receive sick leave credits of one and one-half (1-1/2) days per month for a total of 18 days per year when in active status, or on an approved paid leave of absence. Part-time employees shall receive sick leave credit on a prorata basis of full-time credit based on the percent of the hours worked by a full-time employee.

When an employee reaches the maximum sick leave accumulation permitted, then the appropriate number of sick leave days earned shall be posted each month until July 31. Sick leave accumulation as of July 31 shall not exceed 280 days. The appropriate number of days earned per month shall be credited at the conclusion of the month if in active service or on an approved paid leave of absence. Maximum accumulative sick leave will be 280 days.

- b. Should an employee use more than the total of his/her accumulated sick leave, such employee shall be granted an advancement of sick leave to a maximum of five (5) days if requested, in writing, to the Director of Business Services. If the employee should resign, be placed on an unpaid leave of absence, or become deceased before this advancement of sick leave has been earned, such unearned sick leave days shall be deducted from the final paycheck, or claim shall be made against the estate of the deceased employee.
- c. An employee who has transferred from the services of any public agency of the State of Ohio shall be credited with the unused balance of his/her accumulated sick leave in accordance with the applicable law (ORC Section 3310.141) and upon receipt of a corroborating statement from former public employers and limited to 270 days total accumulation or the number of days in that person's work year, whichever is greater.

- d. Employees may use sick leave for the following reasons:
1. Personal illness, injury or disability.
 2. Serious illness or injury of a member of the immediate family of such a nature as to necessitate the employee's personal presence and attention which cannot be delegated to someone else. Immediate family as used herein shall mean current spouse, children, parents, siblings, grandparents, grandchildren, step-, foster-, and adoptive- children, parents, and siblings, in-laws bearing any of the previously stated relations, other permanent residents of the employee's household.
 3. Emergency leave as set forth below.
 4. Extensive physical examinations for the purpose of diagnosis of an illness when requested by the personal physician.
 5. Attendance at the funeral of a person other than those defined by paragraphs "a" and "b" of Funeral Leave, below, limited to one (1) day of accumulated sick leave each school year.
 6. Any exception to the aforesaid in the best interest of the school and the employee shall be at the discretion of the Superintendent or his/her designee.
- e. Regular employees who are on sick leave on days when schools are closed because of weather or public calamity shall not have the days charged against sick leave.
- f. Employees on approved unpaid leaves of absence for professional improvement, military service, except as provided by ORC 5923.05, or other purposes can neither accumulate nor use sick leave during the period of such unpaid leave of absence.
- g. Persons requesting sick leave shall furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave.
1. If medical attention is required, the employee shall list the name and address of the attending physician and the dates when he/she was consulted.
 2. If medical attention is required, the employee may be required, at the request of the immediate supervisor, to provide a statement signed by the attending physician listing the dates of treatment and/or consultation.
 3. A certificate from a licensed physician covering the illness, injury, or pregnancy that occasioned the absence may be required of the employee if the employee is absent from duty more than five (5) consecutive days, and the certificate must be from the physician attending the person whose illness or injury caused the absence.

4. Falsification of a sick leave statement is grounds for denial of sick leave benefits and other disciplinary actions up to and including termination of employment.
- h. There are two (2) categories for misuse of sick leave:

Category 1: Falsification of sick leave statement.

Those employees will be subject to immediate disciplinary action.

Category 2: Chronic incidents of absenteeism.

The following patterns of absenteeism are criteria used in determination of the above:

1. Frequent absenteeism of short duration.
2. Absenteeism clustered around weekends and holidays.
3. No accumulation of sick leave and no evidence of long-term or major illness.

Those employees who exhibit one (1) or more of these patterns may be requested to meet with their supervisor to develop a plan for personal improvement. The employee may request representation from the Association at this meeting.

If the personal improvement plan is not successful in terms of improving attendance on the job, the employee may be requested to submit a doctor's certificate from their attending physician explaining the nature of their illness. If the employee's attendance still does not improve, he/she may be required to be examined by the Board's physician. If at any point in this procedure, the employee is found to have falsified sick leave, he/she will be subject to disciplinary action.

3. Personal Leave

- a. Each employee shall be granted three (3) days personal leave each school year (August 1st to July 31st), noncumulative. Said leave shall be approved for any of the following reasons:
 1. Attendance at a professional meeting(s) not provided for in other leave provisions of this Agreement.
 2. Care of employee's own children and/or grandchildren.
 3. Community service.
 4. Court appearance or appearance at a state or federal quasi-judicial hearing.

5. Employee's school-child activities.
 6. Financial business matters that cannot be conducted at any time other than during work hours.
 7. Attendance at a funeral.
 8. Religious holidays that fall on regular school days.
 9. Graduation of child, spouse, or self.
 10. Wedding or preparation for a wedding of the employee or a member of his/her immediate family.
 11. Birth of the employee's own child.
 12. Personal business that cannot be conducted except during an employee's work schedule.
- b. Conditions:
1. Personal leave may be granted for purposes other than those stated above upon written request stating the purposes for the leave and upon the approval of the Superintendent or his/her designee.
 2. Personal leave shall not be granted on the first or last day of school, nor on the school day preceding or following a day when school is closed for a holiday or school vacation, nor for an inservice day which the employee is required to attend.
 3. Personal leave may be used on consecutive days, but no personal leave may be used in conjunction with unapproved leaves of absence or with days for which salary is deducted to extend a scheduled school vacation period. Personal days may be used in conjunction with approved paid leaves of absence.
 4. The employee shall notify the immediate supervisor at least three (3) work days in advance of the day for which personal leave is requested, except for Item 3, a, 7. The supervisor shall respond in a timely fashion.
 5. Personal leave may be used at any time to attend a mandated court appearance, the wedding, college graduation, or the preparatory school graduation of the employee or a child of the employee or a stepchild of the employee, or the graduation of a spouse. Within this item stepchild is defined as a child who has lived in the household of the employee.

6. Personal leave shall not be chargeable to sick leave.
 7. If personal leave is approved for a day when schools are closed because of weather or calamity, such leave shall not be charged to the employee.
 8. Request for leave shall not be approved when ten (10) percent of a classification series in any building/unit on any given date is scheduled for absence unless extenuating circumstances meet approval by the Superintendent or his/her designee. Leave requests hereunder shall not be unreasonably denied.
 9. Personal leave shall not be granted to an employee for the purpose of engaging in gainful employment for another employer.
- c. Beginning August 1, 2003 and every year thereafter, (August 1-July 31), unused personal leave days will be carried over to the next year and converted to sick leave days.

4. Jury Leave

- a. An employee who is required to serve jury duty and who is not excused from jury duty shall receive his/her full daily wage from the Kettering Board of Education for such service. Upon the completion of the jury duty, the employee will endorse the jury duty paycheck to the Kettering City School District only if the jury duty payment is greater than \$25.00 per day. This provision shall apply only when employees are required to be absent from assigned duties as required by their contract.
- b. Employees receiving a summons for jury duty must present the summons to their immediate supervisor within 48 hours of receipt.

5. Leave to Testify

- a. Employees who are subpoenaed to testify in court in a matter related to their position for the school district shall receive paid leave for all time necessary to testify.
- b. Employees who are subpoenaed to testify in court in a matter related to their position for the school district outside their normally scheduled work hours shall be paid at their regular rate of pay for all time necessary to testify.
- c. Unit members who are subpoenaed to testify in court for cases not related to personal business shall receive paid leave for all time necessary to testify.

6. Assault Leave

The Board may grant assault leave to any employee who must be absent from assigned duties due to any disability which results from an unprovoked assault causing bodily injury incurred while engaged in carrying out school-related duties while on or off school property. Injuries incurred from natural or accidental causes are excluded.

The following conditions shall serve to determine eligibility for assault leave:

- a. Any employee who must be absent from assigned duties due to a disability which results from reasons stated above shall be paid the full scheduled compensation for a period not to exceed 50 working days per assault.
- b. The time missed shall not be deducted from the accumulated sick leave of the employee.
- c. The Superintendent shall determine eligibility for assault leave, and such eligibility shall be based upon information which shall include, but not be limited to the following:
 1. A statement of the nature of the disabling injury.
 2. Notice within 72 hours of the date and time of the incident, or the next regular business day, whichever shall first occur.
 3. Identification of the individual(s) who caused the disabling injury, if known.
 4. A full statement of the facts and circumstances related to the event which caused the disabling injury.
 5. A statement from a certified physician describing the nature of the disabling injury.
 6. A statement indicating willingness to participate and cooperate with the Board, to the degree possible dependent upon the severity of the disabling injury, if the Board should decide to take legal action against the individual(s) responsible for the disabling injury.
- d. The Superintendent's decision is grievable and the arbitrator's decision is final and binding on the parties.
- e. An employee may not accumulate assault leave.
- f. Payment for assault leave shall be at the applicant's current scheduled rate of pay at the time of eligibility or at the rate of pay for which the applicant may become eligible during the course of the leave period. All other benefits are to remain in full force and effect during the full period of the leave.

- g. Payment of assault leave shall be discontinued:
 - 1. At the expiration of the disability;
 - 2. At the expiration of the assault leave, or
 - 3. At the expiration of employment.
- h. In the event of disability in excess of 15 working days, the Board shall have the right to require the individual to submit to an examination by a physician of the Board's choice for the purpose of making a determination of the continued eligibility for assault leave. If the decision of the Board's physician is contradictory to that of the applicant's physician, then a third physician shall be employed by the Board to make an examination, and the decision of this third physician, agreeable to the Board and the applicant, shall be binding on both the Board and the applicant as related to the continuation or termination of assault leave.
- i. Falsification of either a signed statement or a physician's certificate is reason for denial of assault leave and other disciplinary actions up to and including termination of employment.

7. Emergency Leave/Medical Crisis

Absence chargeable to sick leave, not to exceed two (2) days per school year (August 1st to July 31st), shall be allowed each employee when emergency situations develop which are beyond the control of the employee. Such absence shall be approved by the immediate supervisor, and, if denied, the employee may apply directly to the Superintendent. Unused emergency leave days are not accumulative from year to year. "Emergency" is defined as a combination of circumstances which calls for immediate action. "Situation" is defined as a relative combination of circumstances, a critical and unusual state of affairs. This is understood to include a medical crisis of a non-dependent child or relative.

8. Funeral Leave

- a. All employees shall be allowed three (3) days without loss of pay or sick leave credit when a death occurs in the immediate family. "Immediate family" is defined to mean spouse, father, mother, sister, brother, child (blood relation or in-law), or any person residing in the same household.
- b. All employees shall be allowed one (1) day without loss of pay or sick leave credit when the death is a more remote relative (grandparent, grandchild, aunt, uncle, niece, nephew, or cousin--blood relation or in-law).
- c. Additional time, not to exceed two (2) days, shall be granted without loss of pay or sick leave credit to attend a funeral of a relative more than 100 AAA miles one way

from Kettering. Such additional leave shall be at the discretion of the employee's immediate supervisor, and if denied, the employee may apply directly to the Superintendent or his/her designee.

- d. Employees shall be permitted to use one (1) day of accumulated sick leave each school year to attend the funeral of a person other than those defined in paragraphs "a" and "b" above.
- e. Employees shall be permitted to use up to two (2) days of accumulated sick leave when the death of a grandparent or grandchild occurs.

9. WOEA/OAPSE Leave

- a. Should WOEA/OAPSE leave be scheduled on a day on which school is not in session, employees working in less than 12-month positions shall not be scheduled to work. This shall include all Food and Nutrition Services employees, all secretarial/clerical staff less than 12 months, bus drivers, driver aides, and paraprofessionals whose schools are not in session.
- b. Employees scheduled to work and wishing to attend the OAPSE day meeting/conference, may apply for professional leave equal to the number of hours of the conference, not to exceed one (1) day. If the conference is less than one (1) full work day, the employee shall be expected to return to work for the remainder of their scheduled work day. Certification of attendance shall be required.

B. Approved Unpaid Leaves

Salary shall cease upon the effective date of approved unpaid leave. Notwithstanding the Family Medical Leave Act provisions, paid fringe benefits (health insurance, dental insurance, term life insurance) shall also cease upon the effective date of leave. During periods of such leaves of absence, including disability leaves of absence, and running concurrently with COBRA rights, employees may continue coverage of fringe benefits by paying premium costs in full to the Treasurer. All coverage shall cease after two years of such leave. (Administrative Interpretation per Article 11 as in Number 2 below.)

Leaves of absence shall be granted for infant care; i.e., care of an employee's child less than one (1) year of age. Leaves of absence may also be granted after three (3) years of service with the Board for professional study.

No seniority credit will be earned while on approved unpaid leave, except as qualified below for military leave and/or work related injury leave.

Approved unpaid leaves of absence shall be subject to the following conditions:

1. Upon written request, leaves of absence shall be granted for personal illness or other disability which incapacitates the employee for the performance of duties and may be granted for other reasons upon the approval of the Director of Business Services. Routine annual vacations or business trips will not be considered for approval.
2. Leaves of absence shall be granted for a period of not more than two (2) consecutive years. (Administrative Interpretation: Leaves of absence shall be granted for the balance of the current school year subject to approval of a one year extension depending on the nature and condition of the request for the second year.)
3. An employee returning to active service from a leave of absence due to illness or other disabilities may be required to furnish a doctor's certificate to the effect that the employee is able to satisfactorily perform his/her duties.
4. No sick leave may be earned while on an approved unpaid leave of absence.
5. An employee returning to active service from an approved unpaid leave of absence shall return to his/her previous job, location and shift, if available, provided that the leave was less than one (1) calendar year from the date of the approved leave.

If an employee returns to active service from an approved unpaid leave of absence after more than one (1) calendar year and less than 18 months from the date of the approved leave, he/she shall return to the same job classification replacing the least senior person, but not necessarily the same location or shift. This reassignment and any others required in connection therewith shall be subject to the approval of the Director of Business Services. After 18 months, the employee shall have no right to return to his/her previous job, location or shift.

Any employee that was assigned or transferred due to an approved unpaid leave shall return to his/her previous job and location, if available, upon the return of the employee granted such leave.

6. Regarding the Family Medical Leave Act, and effective immediately, the parties agree that all employees that have worked for the Kettering Board of Education for a total of 12 months and have worked at least 1,250 hours over the previous 12 months shall have use of the Family Medical Leave Act available to them. Use of FMLA leave shall be controlled by the provisions of the Family Medical Leave Act. Medical benefits shall mean medical, dental, and life insurance. Also, at the employee's discretion, the employee may choose to use accrued leave (such as sick or vacation leave) to cover some or all or none of the FMLA leave, or the employee may choose to use accrued leave in combination with FMLA leave. The parties also agree that the Board will treat the 12-month period related to the annual benefits of the Family Medical Leave Act as a block year beginning on July 1 and ending after June 30.

For employees that have been continuously employed for 12 months and do not qualify for the Family Medical Leave Act due to the number of hours worked, and are on approved unpaid leave for medical reasons as defined in Article 11, A, 2, d, 1 and 2, their medical benefits will continue for a period not to exceed eight (8) weeks. Employee contribution for premiums shall remain the same as if they were working at their regular job assignment. This leave shall run concurrently with Cobra rights. Employees may continue coverage of fringe benefits by paying premium costs in full to the treasurer.

7. Employees on work related injury leave must qualify for worker's compensation benefits. Employees so classified shall continue to earn system and job classification seniority.

C. Unapproved Unpaid Leaves of Absence

Employees who are unapproved for leaves of absence, who nevertheless, take time off from their normally assigned duties shall be considered to be AWOL and on unapproved unpaid leave. No person on unapproved unpaid leave shall be entitled to salary and may risk the loss of all fringe benefits. No seniority shall accrue for periods of service on unapproved unpaid leave. In addition, persons on unapproved unpaid leave may be subject to discipline up to and including termination from employment.

D. Military Leaves of Absence

An employee on duty with a uniformed service is entitled to reemployment if the duty lasted less than five years and the employee reports/applies for reemployment within 60 days of discharge as follows:

A reemployed employee is entitled to the seniority, and other rights and benefits determined by seniority, that the employee had at the start of the leave, plus the additional seniority, rights, and benefits that the employee would have had, but for the absence for duty. The employee must generally be returned to the position he or she would have had but for the absence, including promotions. If the employee is not qualified for such position, and reasonable efforts by the employer fail to qualify the employee, he or she may be returned to the same position as was held when the duty commenced. Under either circumstance, if the absence for duty has lasted longer than 180 days, the employee will receive the same displacement rights as defined in Article 8 Reduction in Force with like seniority, status, pay and benefits. The time lines in Article 8 will not apply.

ARTICLE 12

HOLIDAYS

The following holidays shall be observed as days when all Kettering public schools and departments will be closed:

New Year's Eve - December 31
New Year's Day - January 1
Martin Luther King Day - 3rd Monday in January
Presidents' Day - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - 1st Monday in September
Thanksgiving Holiday - 4th Thursday/Friday in November
Christmas Eve - December 24
Christmas Day - December 25

When a holiday occurs on a weekend, the designated days off will be determined through mutual agreement in the Labor/Management Council. This determination will be made within 60 days of the adoption of the school calendar.

When the board of education establishes a schedule which requires schools to be in session on any of the stated holidays not required by statute; i.e., Presidents' Day, New Year's Eve Day and Christmas Eve Day, that day is exempted from the list of approved holidays, and all non-teaching employees will be required to work to avoid impairment of the public service.

ARTICLE 13

CALAMITY DAYS AND DELAYS

- A. On those days on which schools are closed because of weather or other public calamity, except as provided in the following paragraphs, employees covered by this Agreement shall not report for work unless directed by the appropriate supervisor provided such policy is not in conflict with ORC 3319.081, Section G .
- B. All first shift head and assistant custodians shall report by 7 a.m., when possible, but no later than 9 a.m. unless notified in advance by the appropriate administrator/supervisor.
- C. All employees, as directed by their supervisor, who report for work on a calamity day shall receive no less than two (2) hours show-up pay at the time and one-half (1-1/2) rate, in addition to the regular day's pay. Additional hours worked beyond the two (2) hours shall also be paid at the rate of time and one-half (1-1/2) times the employee's regular hourly rate of pay in addition to the regular day's pay. All employees, as directed by their supervisor, who report to work at their regular time on a delay day, shall be paid at the rate of time and one-half (1-1/2) times the employee's regular hourly rate of pay for the hours worked before the delayed start time, in addition to the regular day's pay.
- D. In order for transportation employees to be eligible for calamity day 2-hour show-up pay, employees must clock in and stay on-site for two (2) hours from normal clock in time and clock out when leaving. If an employee leaves before the 2-hour minimum, the employee shall forfeit the full 2-hour show-up pay. Eligibility for show up pay will be determined by the supervisor and based on the assigned clock in time.

ARTICLE 14

SEVERANCE PAY

A. Employees leaving the employment of the Kettering City School District shall be eligible for severance pay effective the last day of employment provided eligibility requirements are met as follows:

1. Leave employment in good standing.
2. If retiring under an Ohio public employment retirement system or otherwise having completed ten (10) or more years of active service with the Board.

An employee leaving the employment of the Kettering Board of Education and eligible for severance pay may elect to transfer all unused sick leave to the next employing board of education, or other public employer in Ohio, in lieu of severance pay.

B. Payment shall be made in one lump sum after the employee receives their final regular paycheck. In no case will severance pay be made while employee is still receiving regular paychecks.

C. The formula for payment shall be: 25 percent of the accrued sick leave days, not to exceed a total of 70 days severance pay. Such payment shall be calculated by multiplying the base daily rate, excluding supplemental pay, of the employee's pay by the total number of days or fractional parts thereof as determined by the formula. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. To the extent permissible by federal law and by the federal tax laws, employees may elect, with the assistance of their specific agent and the employees of Kettering City Schools Treasurer's Department, to place a portion of this severance payment in a tax sheltered instrument. It will be the responsibility of the employee to initiate these discussions.

D. If an employee eligible for severance pay deceases, severance pay will be made to the employee's beneficiary of record as set forth on the beneficiary designation under the district's group life insurance plan. Such payment shall be as though the employee had left employment with the district.

ARTICLE 15

SUBCONTRACTING

No employee covered by this Agreement shall be subject to layoff or be reduced in pay or position as a result of subcontracting of services normally assigned to and performed by current employees during the term of this contract.

ARTICLE 16

DRUG TESTING

All testing required by the Drug and Alcohol Abuse Prevention and Testing Program shall be at the Kettering City School District's expense. All time spent providing a breath sample and/or urine specimen, including travel time to and from the testing site, shall be compensated. Evaluation and assistance after a referral from the Medical Review Officer (MRO) shall be at the employee's expense. However, medical insurance benefits and sick leave may be used if available and applicable.

In the event there is a job-related accident, the employer, following investigation, may request drug testing of the employee(s) involved in the accident. Should drug testing be required, and the employee(s) is medically capable, it will occur within two (2) hours following the investigation of the accident. All expenses incurred for the drug testing will be the responsibility of the Board.

ARTICLE 17

ELECTIVE EDUCATIONAL PROGRAMS

OAPSE employees will be eligible to receive up to \$300.00 of educational reimbursement per school year, defined as September 1 – August 31. All verification for payment, inclusive of receipts and final grade cards or certificates, must be presented to the Director of Business Services. Reimbursement will follow within 60 days of verification. Reimbursement is inclusive of tuition or registration fees and the cost of any required supplies or materials. In order to qualify for this elective educational reimbursement, educational programs must be work related and/or have the approval of the departmental supervisor.

ARTICLE 18

SERS PICKUP UTILIZING THE EARNINGS REDUCTION METHOD

The Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average earnings, provided that no employee's total earnings is increased by such "pickup", nor is the Board's total contribution to the School Employees Retirement System increased thereby.

- A. The pickup percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pickup shall apply to all compensation thereafter.
- B. The parties agree that, should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- C. Payment for sick leave, personal leave and severance, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (i.e., gross pay divided by the number of days scheduled to work).
- D. Such earnings reduction shall not result in any earnings which may be less than any minimum earnings required under the State law. Should the reduction calculation result in an earning that is less than any minimum required under State law, a pro rata reduction shall result with the employee contributing that portion which falls below such minimum as may be required by State law.
- E. It is understood that it is the responsibility of each individual employee to make necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
- F. The Board is not liable nor will it be held responsible for any related legal, IRS, SERS, or any other agencies' penalties or decisions concerning this plan now or in the future.
- G. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of the Article.

ARTICLE 19

INSURANCE

A. **Life Insurance**

Employees covered hereunder shall receive Group Life and Accidental Death and Dismemberment Insurance as follows:

<u>Scheduled hours per day</u>	<u>Amount</u>
5 or more hours per day	\$40,000
Less than 5 hours per day	\$20,000

B. **Health Insurance**

The Board sponsored health insurance program in effect as of January 1, 2009 shall remain in effect until December 31, 2009.

Effective January 1, 2010, the Board of Education (BOE) shall provide a High Deductible Healthcare Plan (HDHP) with the following provisions:

		Network	Out-of-Network
Deductible	Single Plan	\$2,000	\$2,000
	Family Plan	\$4,000	\$4,000

As of the 12-month coverage period beginning January 1, 2003, and for each 12-month coverage period thereafter, the cost of all health insurance premiums will be split between the Board and each unit member participating in the Board sponsored health insurance program, (Board share 90% and member share 10%). Each unit member participating in the Board sponsored health insurance program shall be responsible for the cost of his/her single or family premium.

1. Effective January 1, 2010, a Health Savings Account (HSA) shall be available for each Staff Member who is part of the HDHP. The BOE shall determine the custodian for the HSA. Any contribution by the Staff Member to his/her HSA up to the maximum limits provided by law may, at the member's discretion, be made either by payroll deduction or in a lump-sum payment. The HSA shall be maintained by the individual member for his/her exclusive benefit and that of his/her beneficiaries. Distribution of funds from this HSA may be made at anytime upon the discretion of the member. The member is responsible for substantiation of the distribution for qualified medical expenses.
2. Due to IRS regulations for those Staff Members who are not eligible for an HSA, the BOE shall provide a Health Reimbursement Account (HRA). The BOE shall be the

custodian of the HRA. Distribution of funds from the HRA shall be made by the BOE for qualified medical expenses received through the HDHP.

3. For Staff Members who are less than 65 years of age, the BOE will contribute to each participating member's HSA account, an amount equal to the annual in-network deductible amount applicable to that member's insurance plan (single or family). Members may make additional contributions consistent with IRS regulations by payroll deduction.
 - a. BOE contributions to fully fund the HSA accounts at their maximum deduction levels will be made in the first pay of January of 2010.
 - b. In the first pay of January 2011, 50% of the amount equal to the annual in-network deductible amount will be deposited in the member's HSA account and the remaining 50% will be deposited in July of 2011.
 - 1) In 2011, employees who demonstrate a need for the full amount before July may request in writing the remaining balance of the BOE contribution be deposited in the HSA account.
 - c. Staff Members who leave the insurance plan for any reason during the calendar year will reimburse the BOE at the rate of one-twelfth of the BOE paid contribution for each month that the Staff Member is no longer in the plan.
 - d. Staff Members hired after January 1, shall receive a BOE contribution to each participating member's HRA account in an amount equal to the annual in-network deductible amount applicable to that member's insurance plan (single or family) on their 1st day of work for the remainder of their initial calendar year.
4. Staff Members who are not eligible for an HSA, the BOE will contribute to each participating member's HRA account an amount equal to the annual in-network deductible amount applicable to that members insurance plan (single or family).
 - a. BOE contributions to fully fund the HRA accounts at their maximum deduction levels will be made in January of 2010.
 - b. In January 2011, 50% of the amount equal to the annual in-network deductible amount will be deposited in the member's HRA account and the remaining 50% will be deposited in July of 2011.
 - 1) In 2011, employees who demonstrate a need for the full amount before July may request the remaining balance of the BOE contribution be deposited in the HRA account.
 - c. Staff Members hired after January 1, shall receive a BOE contribution to each participating member's HRA account in an amount equal to the annual in-network deductible amount applicable to that member's insurance plan (single or family) on their 1st day of work for the remainder of their initial calendar year.
5. Staff Members may request that the Treasurer's Office pro-rate the HSA/HRA in January for staff members who submit a letter of retirement or resignation to the BOE Human Resource Services Office no later than November 10.
6. When both spouses are employees of the Board, they may be enrolled for one (1) family plan or two (2) single plans.

7. The joint insurance committee shall remain in place for the duration of this Agreement. Its duties will continue to be to study hospitalization/health care plan alternatives, to review potential premiums and to recommend the type and carrier of the health insurance program and the benefit levels to be provided. Any changes in type or benefit levels of the health insurance program will be contingent upon approval of the parties to this Agreement. The insurance providers of the coverages within shall be at the choice of the Board. The Association shall be given thirty (30) days notice of any potential change in the choice of insurance providers.
8. A representative of the Board of Education, Kettering Education Association, and Ohio Association of Public School Employees shall jointly discuss and develop the committee meeting agendas. The agendas will be finalized no later than one (1) business day prior to the scheduled meetings. The representatives from each of the three entities will be appointed by the specific entity.

C. Dental Insurance

The Board sponsored dental insurance program in effect as of January 1, 2000, shall remain in effect until the parties to this Agreement elect to amend or change it.

The Board shall pay 90 percent of the monthly dental insurance premium for those employees covered hereunder who enroll and agree to contribute 10% of any applicable monthly premium. The joint insurance committee will continue to study dental insurance, to review potential premiums, and to recommend the type and carrier of dental insurance and the benefit levels to be provided. Any changes in type or benefit levels of the dental insurance program will be contingent on approval of the parties to this Agreement. The insurance providers of the within coverages shall be at the choice of the Board. The Association shall be given 30 days notice of any potential change in the choice of insurance providers.

- | <u>1. Service Category</u> | <u>Plan Co-Pay</u> |
|--------------------------------|--------------------|
| Class I Preventive | 100% |
| Class II Minor Restorative | 80% |
| Class III Major Restorative | 80% |
| Class IV Orthodontic | 60% |
2. Deductible: \$25/Individual, \$75/Family - Calendar Year (Applies to Class II and III only)
 3. Annual Maximums: Class I - None; Class II and III - \$2,500 combined; Class IV = (see below).
 4. Lifetime Maximum: Class I, II, and III - None; Class IV - \$1,250.

D. Terms of Coverage

Coverage under the Board sponsored health and dental insurance program shall be subject to the terms and conditions of the master contract with the insurance carrier.

A part-time employee enrolled in the Board sponsored health insurance program or dental insurance program shall receive credit toward the payment of premiums in accordance with the approved Board contribution schedule. He/she will pay the remaining amount of the premiums.

E. Board Contribution for Medical and Dental Insurance

1. Effective July 1, 2006 – In order to have access to Health Insurance and/or Dental Insurance, new employees must be employed for not less than 3-¼ hours per day.

<u>Classification</u>	<u>Hours</u>	<u>Dental Board Contribution</u>	<u>Medical Board Contribution</u>
Full Time	7 or above	100	100
6 Hour	5 1/4 to 6 3/4 Hrs.	.890	.890
5 Hour	4 1/4 to 5 Hrs.	.750	.750
4 Hour	3 1/4 to 4 Hrs.	.600	.600
3 Hour	2 1/4 to 3 Hrs.	.450	.450
2 Hour	2 or under	.300	.300

Any 12-month employee less than full time should be placed two (2) levels higher than above scale; i.e., 4-hour, 12-month secretary should be placed on a 6-hour level.

F. **Section 125 Plan**

Effective January 1, 2010, the Board agrees to implement a Section 125 plan for sheltering medical and dental insurance premiums paid by the employee, and child care reimbursement account contributions for child care services.

G. **Insurance Continuation**

The Board shall continue to carry on the insurance rolls for life, health, and dental those persons covered hereunder who are on an approved unpaid leave of absence up to two (2) years (Administrative interpretation) or on a recall list. In order to be eligible to maintain such life insurance, health insurance, or dental insurance, the employee must contribute the full monthly premium or pro rata percent thereof on such coverage by submitting payment to the Board Treasurer by the tenth (10th) day of each month prior to any premium due date. If the employee elects not to continue coverage, it will be the employee's responsibility to re-enroll in the insurance programs within the first 30 days upon return from leave or they must wait for the next available open enrollment period.

ARTICLE 20

HEALTH CALAMITY FUND

- A. The purpose of the Ohio Association of Public School Employees Health Calamity Fund is to provide some financial support to contributors to the fund who have exhausted their accumulated sick leave days and who are experiencing prolonged personal illness or prolonged illness in their immediate families. No employee shall be required to contribute to the fund, but to qualify as a contributor, an employee must make a minimum annual contribution of ten dollars (\$10). Money provided from the fund shall be in the form of grants.
- B. Contributions to the Fund: Once every school year, no later than January 1, the Board shall match individual contributions of bargaining unit members and non-bargaining unit staff members up to ten dollars (\$10) each, with an annual contribution from the Board of up to five thousand dollars (\$5,000). The contributions and matching funds shall be paid to Ohio Association of Public School Employees for the health calamity fund, to be maintained in a separate account.
- C. Administration of the Fund: The fund shall be administered by Ohio Association of Public School Employees comprised of representation from all Locals. Ohio Association of Public School Employees shall establish such rules and regulations for the fund providing the rules and regulations do not conflict with terms of the Negotiated Agreement.
- D. Accountability regarding the Fund: At least once each year, prior to August 31, the Ohio Association of Public School Employees shall deliver to the Board a written report accounting for the size of the fund; the number of contributors; the amounts of individual contributions; the names of contributors who were provided grants from the fund; the amounts of the individual grants; and the current rules and regulations pertaining to the fund.
- E. Termination of the Fund: At any time, Ohio Association of Public School Employees may elect to terminate the fund. Should Ohio Association of Public School Employees elect to terminate the fund, it shall so inform the Board and the amount of money then in the fund, if any, shall be contributed to the General Fund of the district unless the parties to this Negotiated Agreement otherwise agree.

ARTICLE 21

BUILDINGS AND GROUNDS PERSONNEL

- A. All new employees shall be hired at an entry pay rate designated as Step 1 in his/her job classification.

After the probationary period, the employee shall be placed on Step 2.

The employee shall move to Step 3 on the next August 1st provided he/she has at least three (3) calendar months on Step 2. If less than three (3) calendar months, the employee shall remain on Step 2 until the following August 1st.

After one (1) year on Step 3, the employee shall go to Step 4. From that point on, the employee shall advance in accordance with the approved schedule of steps.

Full-time employees will be scheduled for a 40-hour work week. First shift employees' lunch break is excluded from their scheduled work hours. Second and third shift employees' lunch break is included in the scheduled hours.

- B. Journeyman craftsmen, general maintenance, groundskeepers and messenger shall be provided uniforms for wear in the performance of their assigned duties, and a clothing allowance of \$4.00/two-week pay period shall be paid each custodian, and warehouseman.
- C. Overtime shall be paid at the rate of time and one-half the employee's regular rate of pay for all hours worked in excess of eight (8) paid hours per day or 40 paid hours in one (1) week (Monday through Sunday).
1. An overtime list will be created and maintained giving each custodial employee the opportunity to sign up for buildings (elementary and secondary schools, DL Barnes and Trent Arena) where they would be willing to work overtime.
 - a. Current building custodians will be offered overtime on a rotating basis.
 - b. Once the building list has been exhausted, custodians on the list from other buildings will be offered overtime on a rotating basis.
 - c. When both lists have been used, overtime may then be offered to maintenance and buildings and grounds employees on a rotating basis.

Any employee serving in any branch of the military will not be charged a refusal if he/she is up for a turn of overtime when he/she is scheduled for duty.

Any employee accepting overtime and not reporting without prior explanation will be removed from the list for a period of up to 30 days. After the 30 days, the employee must request their name be added back to the list. Employees with a pattern of absence will be completely removed from the list.

2. Both parties recognize that certain events at Trent Arena may need volunteers to set up and tear down tables, chairs, and decorations. Each event will be evaluated and the volunteers will be used on an "as needed" basis. Activities at other locations will continue to be handled as in the past. Events that have required the use of custodial employees in the past at the Trent Arena will continue to do so, except as stated above.

Arena Site Managers are assigned as needed to supervise outside group events at Trent Arena. The Site Managers are not assigned to take the place of or to do the work of Kettering City School custodians. Custodians will be assigned to work any event that a site manager is assigned to oversee. While the custodian may or may not be assigned to work the same number of hours as the site manager, the custodian will be scheduled to work, at a minimum, all the actual hours of the event.

- D. Employees assigned building checks in Class "B" or "C" buildings shall receive one (1) hour minimum compensation. Employees assigned building checks in Class "AA" or "A" buildings shall receive one and one half (1-1/2) hours minimum compensation. Employees that are required to report to work in an emergency situation (example: Wells Fargo alarm, break-in, plumbing or electrical problem) shall receive two (2) hours minimum compensation.
- E. Custodians assigned to building checks shall receive \$7.50 per month gasoline allowance for each month building checks are assigned.
- F. Groundskeeper Hours - Normal hours for groundskeeper employees shall be from 7:00 a.m. until 3:30 p.m., Monday through Friday. However, when inclement weather or similar emergencies arise, other than calamity days, and groundskeepers are required to report to work other than normal hours, such employees shall receive two (2) hours overtime at time and one-half (1-1/2) their regular hourly rate but no less than 10 hours pay.
- G. License Fees – Journeyman plumbers and journeyman electricians will receive full reimbursement for the cost of their City of Dayton license fees.
- H. When any Buildings and Grounds employee substitutes for a head custodian or head groundskeeper, a stipend of \$10 shall be added to the employee's regular rate of pay. While serving in the capacity of temporary head custodian or head groundskeeper, the employee shall be expected to perform all such duties as outlined in the approved job description. Buildings and Grounds employees will not be eligible to replace regular first shift employees until after serving their initial 120 day probationary period.

In the event an Assistant Custodian fills in for a Head Custodian on extended leave, the Assistant Custodian will either be placed immediately on the appropriate Head Custodian pay schedule on the same step he/she is currently on or will receive the negotiated stipend, whichever is greater. Long-term vacancy is defined as any vacancy that will be longer than 20 work days. If a shorter assignment unexpectedly extends beyond 20 work days, the employee will either be placed on the appropriate Head Custodian pay schedule on the 21st work day or remain on the negotiated stipend, whichever is greater.

- I. Third Shift Pay Differential – The third shift pay differential is for only regularly scheduled third shift hours. The shift differential is based upon 6-1/4 percent of Step 5 of the assistant custodian’s pay scale. Any other full-time employee working the regular third shift as their eight-hour day will receive the shift differential. First or second shift employees whose hours overlap with third shift will receive appropriate overtime but no shift differential.
- J. When an employee works six (6) hours or more overtime covering an event, the following rules apply:
 - 1. When an employee works the event alone and must remain on site, lunch shall be taken when possible and the time shall be paid.
 - 2. When two or more employees work the event, they shall be expected to stagger their lunch breaks and that time shall be unpaid. Time sheets will be filled out appropriately to reflect the break.
 - 3. When two or more employees work the event and all are required to remain on site, lunch shall be taken when possible and the time shall be paid.
- K. Every effort, within reason, will be made to procure a skilled trade employee (plumber, electrician) in an emergency situation before contacting an outside contractor.
- L. Building classification:

Head Custodian
Class "AA" Building

Head Custodian, unassigned
Class "AA" Scale

Head Custodian
Class "A" Building

Fairmont High School

Kettering Middle School

Head Custodian
Class "B" Building

Head Custodian
Class "C" Building

Van Buren Middle School
 J.F. Kennedy Elem.
 Indian Riffle Elem.
 D.L. Barnes

Beavertown
 Greenmont
 Moraine Meadows
 Oakview
 Orchard Park
 J. E. Prass
 Southdale

M. The following wage rates shall be effective on August 1, 2009:

Assistant Custodian (ACM)

	<u>Step</u>	<u>Hourly Rate</u>
Entry	1	16.48
After probationary period	2	19.17
After Step 2 as defined	3	19.45
After one (1) year on Step 3	4	19.94
After one (1) year on Step 4	5	20.36

Warehouseman (WHS)

	<u>Step</u>	<u>Hourly Rate</u>
Entry	1	16.89
After probationary period	2	19.55
After Step 2 as defined	3	19.88
After one (1) year on Step 3	4	20.35
After one (1) year on Step 4	5	20.77

Head Custodians

	<u>“AA”(CUD) Building</u>	<u>Hourly Rates</u>	<u>“A”(CUA) Building</u>	<u>“B”(CUB) Building</u>	<u>Hourly Rates</u>	<u>“C”(CUC) Building</u>
<u>Step</u>						
1	22.02		21.40	20.78		20.44
2	22.29		21.65	20.98		20.78
3	22.73		22.00	21.24		20.98
4	23.13		22.30	21.46		21.24
5	23.41		22.57	21.75		21.42
6	23.78		22.89	22.03		21.67

Head Groundskeeper (HGK)

<u>Step</u>	<u>Hourly Rate</u>
1	21.71
2	22.00
3	22.49
4	22.79
5	23.05
6	23.28

Groundskeeper (GRN)

<u>Step</u>	<u>Hourly Rate</u>
1	19.25
2	19.53
3	20.05
4	20.44
5	20.72
6	20.95

Messenger (MES)

<u>Step</u>	<u>Hourly Rate</u>
1	20.22
2	20.36
3	20.62
4	20.89
5	21.40
6	21.80

General Maintenance (GMN)

<u>Step</u>	<u>Hourly Rate</u>
1	21.64
2	21.98
3	22.24
4	22.54
5	22.86
6	23.08

Apprentice Craftsmen

<u>Step</u>		
1	Gen. Maint.	Step 6 + \$1.00 per hour
2	Gen. Maint.	Step 6 + \$2.00 per hour
3	Gen. Maint.	Step 6 + \$3.00 per hour
4	Gen. Maint.	Step 6 + \$4.00 per hour

Journey Craftsmen (JCR)

	<u>Hourly Rate</u>
Electrician	32.24
Plumber	32.24

M. The following wage rates shall be effective on August 1, 2010:

Assistant Custodian (ACM)

	<u>Step</u>	<u>Hourly Rate</u>
Entry	1	16.73
After probationary period	2	19.46
After Step 2 as defined	3	19.74
After one (1) year on Step 3	4	20.24
After one (1) year on Step 4	5	20.67

Warehouseman (WHS)

	<u>Step</u>	<u>Hourly Rate</u>
Entry	1	17.14
After probationary period	2	19.84
After Step 2 as defined	3	20.18
After one (1) year on Step 3	4	20.66
After one (1) year on Step 4	5	21.08

Head Custodians

<u>Step</u>	<u>“AA”(CUD)</u>	<u>Hourly Rates</u>	<u>“A”(CUA)</u>	<u>Hourly Rates</u>	<u>“B”(CUB)</u>	<u>Hourly Rates</u>	<u>“C”(CUC)</u>
	Building		Building		Building		Building
1	22.35		21.72		21.09		20.75
2	22.62		21.97		21.29		21.09
3	23.07		22.32		21.56		21.29
4	23.48		22.63		21.78		21.56
5	23.76		22.91		22.08		21.74
6	24.14		23.23		22.36		22.00

Head Groundskeeper (HGK)

<u>Step</u>	<u>Hourly Rate</u>
1	22.04
2	22.32
3	22.83
4	23.13
5	23.40
6	23.63

Groundskeeper (GRN)

<u>Step</u>	<u>Hourly Rate</u>
1	19.54
2	19.82
3	20.35
4	20.75
5	21.03
6	21.26

Messenger (MES)

<u>Step</u>	<u>Hourly Rate</u>
1	20.52
2	20.67
3	20.93
4	21.20
5	21.72
6	22.13

General Maintenance (GMN)

<u>Step</u>	<u>Hourly Rate</u>
1	21.96
2	22.31
3	22.57
4	22.88
5	23.20
6	23.43

Apprentice Craftsmen

<u>Step</u>		
1	Gen. Maint.	Step 6 + \$1.00 per hour
2	Gen. Maint.	Step 6 + \$2.00 per hour
3	Gen. Maint.	Step 6 + \$3.00 per hour
4	Gen. Maint.	Step 6 + \$4.00 per hour

Journey Craftsmen (JCR)

	<u>Hourly Rate</u>
Electrician	32.72
Plumber	32.72

ARTICLE 22

CLERICAL PERSONNEL

- A. All new employees shall be hired at an entry pay rate designated as Step 1 in his/her job classification.

After the probationary period, the employee shall be placed on Step 2.

The employee shall move to Step 3 on the next August 1st provided he/she has at least three (3) calendar months on Step 2. If less than three (3) calendar months, the employee shall remain on Step 2 until the following August 1st.

After one (1) year on Step 3, the employee shall go to Step 4. From that point on, the employee will advance in accordance with the approved schedule of steps.

- B. The following are the various stages of advancement:

<u>Step</u>	
Entry	1
After probationary period	2
After Step 2 as defined	3
After one (1) year on Step 3	4
After one (1) year on Step 4	5
After one (1) year on Step 5	6
After one (1) year on Step 6	7
After one (1) year on Step 7	8
After one (1) year on Step 8	9
After one (1) year on Step 9	10

- C. Full-time clerical employees shall work 7-1/2 hours per day, exclusive of lunch period, 37-1/2 hours per work week, as assigned.

- D. Overtime shall be paid at the rate of time and one-half the employee's regular rate of pay for all hours worked in excess of 7-1/2 paid hours per day or 37-1/2 paid hours in a calendar week (Monday through Sunday).

- E. Clerical Stipend - All clerical employees hired prior to August 1, 1982, who are currently holding nine- or ten-month positions shall receive an annual stipend based on the following schedule and restrictions:

- 1. New clerical employees hired after August 1, 1982, shall not be eligible to receive benefit of this section.

2. Current affected employees shall receive a fixed stipend according to the schedule herein for the duration of their employment or until they become ineligible by accepting placement into an 11- or 12-month position.
3. Stipends shall neither increase nor decrease because of an employee's continuation of service.
4. Stipends, as herein contained, shall replace any obligation by the Kettering City School District to pay vacation allowance to employees covered by this section.
5. Employees who cease employment prior to August 1st shall be paid on a prorated basis.
6. The stipend shall be paid pro rata in 26 installments.

<u>Step</u>	<u>TEN-MONTH</u>		<u>Step</u>	<u>NINE-MONTH</u>	
	<u>Vacation Days</u>	<u>Stipend</u>		<u>Vacation Days</u>	<u>Stipend</u>
1	4	\$ 0.00	1	4	\$ 0.00
2	8	0.00	2	7	0.00
3	8	0.00	3	7	0.00
4	8	0.00	4	7	0.00
5	8	0.00	5	7	0.00
6	10	70.95	6	9	61.12
8	10	130.12	8	9	114.67
11	12	178.43	11	11	168.45
16	12	238.05	16	11	222.60
	13	292.50		12	277.05
	14	346.95		13	331.50
	15	401.40		14	385.95
	16	455.85	21	15	404.85
21	17	471.30	23	15	417.22
23	17	485.32			

F. Pay Grades

V	Secretary, Director, Elementary and Secondary Educational Services
V	Secretary, Director, Student Services
V	Payroll Specialist
V	Financial Accountant
IV	Secretary, High School Principal
IV	Secretary, Middle School Principal
IV	Secretary, Grants and Preschool Coordinator
IV	Secretary, Supervisor, Buildings and Grounds
IV	Secretary, Supervisor, Food and Nutrition Services
IV	Secretary, Supervisor, Special Education
IV	Secretary, Supervisor, Transportation
IV	Computer Operator
III	Secretary, Elementary Principal
III	Educational Resource Center Secretary
III	Community Literacy Secretary
III	Administrative Secretary, Student Services
III	Assistant Secretary, Buildings and Grounds
III	Registrar
II	Secondary School Secretary II
II	Guidance/Attendance Secretary
II	High School Treasurer
II	Middle School Treasurer
II	Food and Nutrition Finance Clerk
II	Secretary, Athletic Director
II	Career Technology Secretary
II	Special Education Case Specialist
II	Assistant Secretary, Transportation
II	Substitute Assignment Specialist
I	Elementary Secretary I
I	Music Secretary

G. The following wage rates shall be effective on August 1, 2009

Clerical Pay Grades (CSS)

Step	I	II	III	IV	V
1	\$ 15.67	\$15.89	\$ 16.08	\$ 16.34	\$ 16.48
2	16.48	16.68	16.90	17.09	17.27
3	17.27	17.52	17.69	17.97	18.12
4	18.12	18.33	18.55	18.74	18.94
5	18.94	19.15	19.36	19.54	19.74
6	19.44	19.64	19.88	20.05	20.28
7	19.94	20.15	20.35	20.51	20.77
8	20.44	20.65	20.88	21.08	21.24
9	20.97	21.18	21.40	22.08	22.29
10	21.52	21.70	21.88	23.10	23.32

G. The following wage rates shall be effective on August 1, 2010:

Clerical Pay Grades (CSS)

Step	I	II	III	IV	V
1	\$ 15.91	\$ 16.13	\$ 16.32	\$ 16.59	\$ 16.73
2	16.73	16.93	17.15	17.35	17.52
3	17.52	17.78	17.96	18.23	18.39
4	18.39	18.61	18.83	19.02	19.22
5	19.22	19.44	19.65	19.83	20.04
6	19.73	19.93	20.18	20.35	20.58
7	20.24	20.45	20.66	20.82	21.08
8	20.75	20.96	21.19	21.40	21.56
9	21.28	21.50	21.72	22.41	22.62
10	21.84	22.03	22.21	23.45	23.67

ARTICLE 23

TRANSPORTATION PERSONNEL

- A. All new employees shall be hired at an entry pay rate designated as Step 1 in his/her job classification.

After the probationary period, the employee shall be placed on Step 2.

The employee shall move to Step 3 on the next August 1st provided he/she has at least three (3) calendar months on Step 2. If less than three (3) calendar months, the employee shall remain on Step 2 until the following August 1st.

After one (1) year on Step 3, the employee shall go to Step 4. From that point on, the employee shall advance in accordance with the approved schedule of steps.

- B. If a driver/aide is required to transport any passengers on a stated paid holiday, they shall receive time and one-half in addition to their holiday pay.
- C. Any employee required to attend meetings shall be paid for such required hours of work at the employee's regular rate of pay.
- D. When a driver/aide has a layover of 45 minutes or less between regular runs or activity trips and regular runs, that time shall be paid with approval of the supervisor upon timely application on Form BTF #3. The employee shall not be required to stay on the premises.
- E. Transportation mechanics shall be paid a tool allowance of \$15.00 per two-week pay period. Mechanics shall be provided uniforms for wear in the performance of assigned duties.
- F. The Kettering Board of Education shall include tools owned by mechanics in the Transportation Department on the Board's (School District's) Property and Contents inventory for the purpose of insuring against loss due to vandalism, theft, fire or other insurable catastrophe while tools are on Board property.

The premium for such insurance and payment of any deductible in the event of loss shall be the responsibility of the Board.

- G. Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's regular pay for all hours worked in excess of eight (8) paid hours per day or 40 paid hours in a calendar week (Monday - Sunday).

- H. Mechanics who are required to report to work in an emergency situation (example: bus breakdown, Wells Fargo alarm, break-in) shall receive two (2) hours minimum compensation.
- I. When make-up days for calamity days are scheduled on Saturday, Sunday or holidays, the regular driver may choose whether to drive that day. Unwanted routes will be given to other regular drivers who have indicated willingness to work that day. Next, the unwanted routes will be offered to call-in substitute drivers. If any route remains uncovered, the regular assigned driver will be obligated to drive the route.
- J. Commercial Driver's License - The Board shall reimburse the renewal cost of a Commercial Driver's License for those employees required to have one in the performance of their job.
- K. Re-certification – A driver who submits proof of having successfully completed re-certification shall receive a stipend of \$250.00 (two hundred and fifty dollars).
- L. Bus Aides Certificate - The Board shall reimburse the cost of an Educational Aide permit for those employees required to have one in the performance of their job.
- M. Working Hours - A minimum of one and one-half (1-1/2) hours shall be paid for each shift worked in the a.m., midday or p.m. Employees shall be required to remain on the premises for a minimum of one and one-half (1-1/2) hours for each shift worked. The total daily minimum for regular routes as defined herein shall not exceed four and one-half (4-1/2) hours. In addition, each route shall have an established clock-out time. Employees shall be required to remain on the premises performing associated duties until the time requirement is met. Bus drivers are to report for duty at their scheduled shift time with a minimum of 20 minutes before scheduled departure time of their assigned route for the purpose of daily pre-route check.

Bus aides are to report for duty at their scheduled shift time with a minimum of five (5) minutes before scheduled departure time of their assigned route for the purpose of route preparation. The total daily minimum for regular routes as defined herein shall not exceed four and one-half (4-1/2) hours.

A driver's/aide's hours shall not be reduced below the amount that was posted for bidding purposes.

The regular unassigned drivers shall be given the route with the most hours in the absence of the assigned driver in a timely manner. It is understood that unforeseen circumstances may arise which would be exceptions to the rule. Management retains the right of assignment to insure efficiency of operation.

- N. Any driver/aide whose schools are not in session and wishes to substitute shall notify the supervisor in writing. They shall be given preference over call-in substitutes.

O. Activity Trips

1. Availability/Make-up List – All drivers/aides must complete and submit a BTF#1 Form to the supervisor indicating their choice. The supervisor will use the completed BTF#1 Form to make an alphabetical list of those drivers/aides for trip assignment. Any driver/aide removing their name from this list must do so for a period of 20 work days. After the 20 work days they must complete a new BTF#1 Form to be placed back on the list. The availability list will be posted on the bulletin board at all times. Additions to the original availability list must have their name passed once before assignment for trips is made.

Any driver signing up to take trips “Anytime” will have their classification increased by 1 hour for insurance purposes. If the driver’s availability changes, their insurance average will be adjusted downward immediately.

2. Trip Assignment – Assignment for trips will first begin with any driver/aide who is listed on a make-up list (having had their previous assignment canceled, or having the list rotate such that his/her name comes up a second time on the same day and he/she cannot be assigned by virtue of the first assignment) without regard to length or type of trip. Then assignment will continue with the regular assignment list.
3. Assignment Conflicts – When an activity trip conflicts with the midday working hours of the next available driver on the availability list, that driver/aide shall be considered unavailable for that trip and the trip shall be assigned to the next available driver/aide. When an activity trip conflicts with the am/pm working hours of the next available driver/aide on the availability list, that driver/aide may:
 - a. Select the activity trip and have a substitute cover a portion of the regular route to be determined by the supervisor.
 - b. Refuse such activity trip. No refusal, as defined herein, shall apply. That refused trip will be reassigned as stated herein. If a second driver from the availability list refuses that trip, then it shall become a first come first serve, posted as stated herein.
4. Posting Trips – The supervisor will post on the bulletin board a weekly trip list for all activity trips received. The list is ordered by date and time of the trip. Any subsequent trips received shall be assigned as stated herein and will be numbered and inserted in their proper sequence. Trips with less than 48-hour notice shall be posted as first come first serve, available to any regular driver. Trips with less than 4-hour notice shall be available to any regular or call-in substitute driver.
5. Canceled Activity Trips – If an activity trip is cancelled after the driver has already been dispatched to pick up students, the driver should return immediately to the garage and shall be given a two-hour minimum payment for the activity trip. The driver shall not be required to remain on the premises.

6. Refusals - Drivers/aides shall be expected to take their turn in running the activity trips; however, if personal circumstances beyond their control prevent accepting the assignment, they may turn down the trip but must notify the supervisor of transportation, in writing, no later than 12 hours prior to the activity trip by completing a BTF #2 Form. Refusal slips shall be maintained on file in the supervisor's office. To guarantee that the availability list contains only the names of drivers/aides desiring activity trips, the following rules shall be followed: A total of six (6) refusals of activity trip assignments by any driver/aide during the school year shall result in removal from the availability lists for the remainder of that school year. Refusals signed on approved leave days and during winter break, shall not be counted against the number required for removal from the activity list.
7. Warm-up and Travel Time - Fifteen (15) minute warm-up and travel time for activity trips (Monday- Friday), Twenty (20) minute warm-up and travel time for activity trips on days when schools are not in session.
8. Pay
 - a. Drivers/aides shall be paid at the approved hourly rate, to the nearest quarter hour, for time submitted on the activity trip ticket and signed by the driver (2-hour minimum).
 - b. If a driver/aide is required to transport any passengers on a stated paid holiday, they shall receive time and one-half in addition to their holiday pay.
 - c. If a driver/aide has less than 45 minutes between regular runs and activity trips, that time shall be paid with approval of the supervisor upon timely submission of a BTF #3 Form. The employee shall not be required to stay on the premises.
 - d. If a morning activity trip is scheduled to begin no later than 9:30 a.m. on a regular school day, the activity trip time shall begin immediately after clock out time.
 - e. If an afternoon activity trip is scheduled as to overlap the ending time of your pm routes, that overlap time will be paid at your driver rate. Your activity trip time will begin immediately after clock out time.
9. For each charter bus in excess of 15, the amount of pay a driver would have earned will be calculated. These amounts will be totaled and the sum will be paid out as determined by the Association.

P. Route Selection

After the routes have been prepared, they shall become available no later than August 20th of each year for selection by the driver/aide in a seniority sequence. This includes midday routes if scheduling permits. Drivers/aides may not select any route which conflicts with routes already selected. If a driver/aide is unable to attend the route selection, they must request a choice of three (3) routes in writing.

The unassigned regular bus drivers' positions shall be open to bid by all drivers annually in the same manner in which regular routes are selected. The most senior driver who requests such position but is refused in favor of a less senior employee shall have the right to appeal such denial through the grievance procedure. Upon request, written reasons for denial shall be given to the aggrieved employee within 24 hours.

If a bus route/driver's aide position becomes vacant any time after route selection, the route/position shall be posted and made available to any regular driver/aide for a period of two (2) work days. The assignment shall be made to the most senior driver/aide making the request, in writing, within the prescribed time. The route/position vacated by the driver/aide shall be posted according to the above procedure. This posting procedure shall continue until all vacancies are filled. A driver/aide is eligible for only one (1) change per school year under this section.

If a driver/aide is on an approved/disapproved unpaid leave of absence for more than 30 working days, their bus route/position will be considered vacant and posted according to the existing procedure as stated above.

However, the bus route/position that has been posted with no requests for transfer will be the bus route/position that will be filled by a call-in substitute for the remainder of the current school year or the return of the employee from the unpaid leave of absence.

Q. Extra Runs

Extra runs that were unavailable at the time of route selection will be temporarily assigned by the supervisor. The assignments will be based upon time, location and seniority. The assignment will be posted on the bulletin board. Any driver who is senior to the assigned driver may appeal the supervisor's decision only on the basis of time and location within 10 work days. After 10 days the assignment becomes permanent.

R. Midday Routes

Midday is defined as any route beginning after 10 a.m. and ending before 12:30 p.m. Each midday route will have a regular driver assigned as a substitute. Regular drivers assigned as substitutes on midday routes are expected to sub when needed. However, if the regular assigned substitute has a pre-assigned field trip, he/she may (a) fill out a refusal slip for the midday and continue on the trip ("strike" toward removal from the midday substitute list); or (b) drive midday and be placed on the make-up list for another trip. If he/she is not available to sub when asked, he/she will need to fill out a refusal slip, BTF #2. After six (6) refusals to sub on a midday route, his/her name will be removed for the remainder of the school year.

Any sub called less than one and one-half (1-1/2) hour before the clock-in time and unable to drive shall not have this counted as a refusal. Any sub on an approved leave shall not have this counted as a refusal.

S. Seniority List

A seniority list of all regular bus drivers, unassigned regular drivers, and driver aides shall be posted on the bulletin board at all times.

T. Twenty-six (26) Equal Pays

Employees paid 26 equal pays will need a set number of regular hours for the first pay.

Example: 4 hrs. x \$14.84 x 189 days (includes holidays) = \$11, 219.04/26 pays = \$431.50

If this employee were to work more or less than their regular scheduled number of hours during any one pay period, we would expect to see additional hours or deduct hours on the payroll requisition for those days.

When an employee works on a day Kettering City Schools are not in session, those hours are paid as additional hours. The employee will work and be paid only for the time required to complete the non-public routes on these days. Shift minimums described in paragraph M will be applied.

If and when employees regular hours permanently change, it will be necessary for the regular hour changes to be approved by the Board as a Board agenda item. The permanent changes must be timely as not to create a hardship overpayment or underpayment of salary. Notification of permanent changes to regular hours must be reported at least four (4) times during the school year.

Fringe benefits are based on the set number of regular hours only.

U. All Recording Devices Including Video Cameras, DVRs, GPS

Drivers may request that a recording device be utilized on their assigned bus but they cannot refuse it. If a portable recording device is placed on a vehicle, the driver will be notified in advance.

Information obtained from recording devices is not intended for and will not be used to monitor and/or evaluate the job performance of drivers or aides. However, if in the course of viewing activity based on public, parent, student or driver complaints, a driver is caught in the act of any serious violation, that driver will be disciplined accordingly. Drivers/Aides can challenge and formally grieve the credibility of a complaint if it resulted in disciplinary action. In such case, the name and telephone number of the complainer will be kept private but subject to verification by upper management. All other information regarding the complaint must be disclosed.

A serious violation in this article means professional misconduct and/or any act that would harm a student or put them in harm's way.

Mechanics only are authorized to install and remove all recording devices. For privacy and security reasons, access to and the handling of recorded information will be limited to upper management, the transportation supervisor, mechanics and the regular driver of that particular bus.

Drivers will be allowed to view recordings for the purpose of identifying students responsible for disruptive behavior. The equipment to do this will be available on the premises.

V. The following wage rates shall be effective on August 1, 2009:

<u>Bus Driver (BDR)</u>	<u>Step</u>	<u>Hourly Rate</u>
Entry	1	\$15.83
After probationary period	2	18.98
After Step 2 as defined	3	19.53
After (1) year on Step 3	4	19.75
After (1) year on Step 4	5	19.93
After (1) year on Step 5	6	20.20
After (1) year on Step 6	7	20.41
Activity Runs (2 hour minimum)		15.59

<u>Transportation Mechanic (MEH)</u>	<u>Step</u>	<u>Hourly Rate</u>
Entry	1	\$21.64
After probationary period	2	21.98
After Step 2 as defined	3	22.24
After (1) year on Step 3	4	22.54
After (1) year on Step 4	5	22.86
After (1) year on Step 5	6	23.08

<u>Driver Aide (DRA)</u>	<u>Step</u>	<u>Hourly Rate</u>
Entry	1	\$11.06
After probationary period	2	11.54
After Step 2 as defined	3	12.03
After (1) year on Step 3	4	12.56
After (1) year on Step 4	5	12.83
After (1) year on Step 5	6	13.08
After (1) year on Step 6	7	13.27

V. The following wage rates shall be effective on August 1, 2010:

<u>Bus Driver (BDR)</u>	<u>Step</u>	<u>Hourly Rate</u>
Entry	1	\$16.07
After probationary period	2	19.27
After Step 2 as defined	3	19.82
After (1) year on Step 3	4	20.05
After (1) year on Step 4	5	20.23
After (1) year on Step 5	6	20.50
After (1) year on Step 6	7	20.72
Activity Runs (2 hour minimum)		15.82

<u>Transportation Mechanic (MEH)</u>	<u>Step</u>	<u>Hourly Rate</u>
Entry	1	\$21.96
After probationary period	2	22.31
After Step 2 as defined	3	22.57
After (1) year on Step 3	4	22.88
After (1) year on Step 4	5	23.20
After (1) year on Step 5	6	23.43

<u>Driver Aide (DRA)</u>	<u>Step</u>	<u>Hourly Rate</u>
Entry	1	\$11.23
After probationary period	2	11.71
After Step 2 as defined	3	12.21
After (1) year on Step 3	4	12.74
After (1) year on Step 4	5	13.02
After (1) year on Step 5	6	13.28
After (1) year on Step 6	7	13.47

ARTICLE 24

FOOD AND NUTRITION SERVICES PERSONNEL

- A. All new employees shall be hired at an entry pay rate designated as Step 1 in his/her job classification.

After the probationary period, the employee shall be placed on Step 2.

The employee shall move to step 3 on the next August 1st provided he/she has at least three (3) calendar months on Step 2. If less than three (3) calendar months, the employee shall remain on step 2 until the following August 1st.

After one (1) year on Step 3, the employee shall go to step 4. From that point on, the employee shall advance in accordance with the approved schedule of steps.

- B. An annual allowance for the approved dress code shall be paid as follows:

1. Regular employees (excluding subs) who work 120 or more days in a school year shall be paid the allowance at the end of the school year.
2. Food and Nutrition Services Managers and Food and Nutrition Services Workers II, \$85.00/year.
3. Food and Nutrition Services Workers I, \$50.00/year.
4. The Board shall provide each employee with one shirt at the beginning of each school year.

- C. When regular Food and Nutrition Services employees are used as temporary replacements for absent Food and Nutrition Services Managers/or Truck Drivers, a stipend of \$3.25 will be added to the employee's regular rate of pay for each day worked up to 22 consecutive work days. On the 23rd consecutive work day, the stipend will be discontinued and the employee will be placed on Step 1 of the absent Food and Nutrition Services Manager's/or Truck Driver pay rate and remain there until such time that the absent Manager/or Truck Driver returns to work. While serving in the capacity of temporary Manager/or Truck Driver, the employee will be expected to perform all such duties as outlined in the approved job description.

- D. Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay for all hours worked in excess of eight (8) paid hours per day or 40 paid hours in a calendar week. (Monday through Sunday)

- E. Extra hours for Food and Nutrition Services Worker I.

1. At the beginning of the school year, all Food and Nutrition Services Worker I employees who desire to work extra hours shall sign an availability list. All extra hours shall be at the job location of those employees who place their name in consideration.
 2. Assignments shall be made on a rotation basis beginning in line of seniority starting from the top name on the list and following each name in sequence through the entire list before beginning with the first name again.
 3. Employees who wish to place their name in consideration after such list is operative as well as those employees who refuse extra hours shall be placed in the last position on the availability list.
 4. No employee shall work more than 10 consecutive days at their job location before the next name on the availability list is assigned.
 5. Availability lists for extra hours shall be posted in a prominent location in each kitchen.
 6. Each food service area affected by these procedures shall be responsible for administration of this set of procedures in as fair and equitable way possible. Problems with this process that cannot be resolved internally shall be taken to the LMC for resolution.
- F. If continuous service in any specific job classification is interrupted for any reason other than a leave of absence, for a period exceeding one (1) calendar year, the employee will lose all service credit on schedule upon return to employment.
- G. All current six-hour Food and Nutrition Services employees with 15 years or more of continuous service will receive a single coverage premium flexible rate each year. This provision applies to only current six-hour Food and Nutrition Services employees with over 15 years of continuous service and expires as the last current Food and Nutrition Services six-hour employee with 15 or more years of continuous service, as of August 1, 1994, leaves the employ of the school district.
- H. Food Safety and Sanitation Certificate
- All Food & Nutrition Services Manager shall obtain a certificate in Food Safety and Sanitation, with the exception of current Food & Nutrition Services Managers who remain at their current grade. These certificates are obtained upon the successful completion of a 10-hour safety and sanitation class sponsored by the Ohio Department of Education or by other approved sources. Employees shall be reimbursed the registration cost and for materials or handbook necessary for this class.

Obtaining a Food Safety and Sanitation Certificate is a voluntary process and will be offered to all employees who desire advancement to a future manager's position. However,

the Food Safety and Sanitation certificate will be an expectation and a requirement **prior** to being hired as a Food & Nutrition Services Manager.

I. The following wage rates shall be effective on August 1, 2009:

Food & Nutrition Services Workers (FSW)

	I (less than 6 hours)		II (6 hours)	
	<u>Step</u>	<u>Hourly Rate</u>	<u>Step</u>	<u>Hourly Rate</u>
Entry	1	\$11.51	1	\$13.10
After probationary period	2	11.81	2	13.33
After Step 2 as defined	3	11.95	3	13.52
After (1) year on Step 3	4	12.08	4	13.88
After (1) year on Step 4	5	12.30	5	14.07
After (1) year on Step 5	6	12.51	6	14.27

Food & Nutrition Services Managers (FSM)

		I (Elementary)	II (Middle)	III (High School)
	<u>Step</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>
Entry	1	\$15.38	\$18.00	\$18.72
After probationary period	2	15.50	18.16	19.01
After Step 2 as defined	3	15.80	18.36	19.17
After (1) year on Step 3	4	15.95	18.60	19.37
After (1) year on Step 4	5	16.45	19.02	19.83
After (1) year on Step 5	6	16.63	19.21	20.04

Food & Nutrition Services Truck Driver (FSD)

	<u>Step</u>	<u>Hourly Rate</u>
Entry	1	\$18.00
After probationary period	2	18.16
After Step 2 as defined	3	18.36
After (1) year on Step 3	4	18.60
After (1) year on Step 4	5	19.02
After (1) year on Step 5	6	19.21

I. The following wage rates shall be effective on August 1, 2010:

Food & Nutrition Services Workers (FSW)

	I (less than 6 hours)		II (6 hours)	
	<u>Step</u>	<u>Hourly Rate</u>	<u>Step</u>	<u>Hourly Rate</u>
Entry	1	\$11.68	1	\$13.30
After probationary period	2	11.99	2	13.53
After Step 2 as defined	3	12.13	3	13.72
After (1) year on Step 3	4	12.26	4	14.08
After (1) year on Step 4	5	12.49	5	14.28
After (1) year on Step 5	6	12.70	6	14.48

Food & Nutrition Services Managers (FSM)

		I (Elementary)	II (Middle)	III (High School)
	<u>Step</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>
Entry	1	\$15.61	\$18.27	\$19.00
After probationary period	2	15.73	18.43	19.30
After Step 2 as defined	3	16.04	18.64	19.46
After (1) year on Step 3	4	16.19	18.88	19.66
After (1) year on Step 4	5	16.70	19.31	20.13
After (1) year on Step 5	6	16.88	19.50	20.34

Food & Nutrition Services Truck Driver (FSD)

	<u>Step</u>	<u>Hourly Rate</u>
Entry	1	\$18.27
After probationary period	2	18.43
After Step 2 as defined	3	18.64
After (1) year on Step 3	4	18.88
After (1) year on Step 4	5	19.31
After (1) year on Step 5	6	19.50

ARTICLE 25

PARAPROFESSIONAL PERSONNEL

- A. All new employees shall be hired at an entry pay rate designated as Step 1 in his/her job classification.

After the probationary period, the employee shall be placed on Step 2.

The employee shall move to Step 3 on the next August 1st provided he/she has at least three (3) calendar months on Step 2. If less than three (3) calendar months, the employee shall remain on Step 2 until the following August 1st.

After one (1) year on Step 3, the employee shall go to Step 4. From that point on, the employee will advance in accordance with the approved schedule of steps.

- B. Full-time paraprofessional employees shall work 7 hours per day, exclusive of lunch period, 35 hours per work week, as assigned.
- C. Overtime shall be paid at the rate of time and one-half the employee's regular rate of pay for all hours worked in excess of 7 paid hours per day or 35 paid hours in a calendar week (Monday through Sunday).
- D. Educational Aide Certificate – The Board shall reimburse the cost of an Educational Aide permit for those employees required to have one in the performance of their job.
- E. Attendance at the district inservice day scheduled during the school year and matching the teacher inservice day is required for all MMLC employees and will be paid accordingly.
- F. MMLC employees will have four (4) full work days to prepare the library for use before it will be available to students.
- G. Paraprofessionals who are required to take a qualification test and/or assessment shall be reimbursed for the cost of such a test or assessment. This reimbursement benefit will only be available to employees taking the test or assessment for the first time. Furthermore, this reimbursement will be available to other employees represented by this contract should they seek transfer or promotion to a paraprofessional position that requires such testing.

H. The following wage rates shall be effective on August 1, 2009:

MMLC:

	<u>Non-Teacher</u>	<u>Teacher</u>	<u>Teacher/Media Degree</u>
Step	Hourly Rate	Hourly Rate	Hourly Rate
1	\$13.38	\$17.01	\$20.55
2	14.09	17.73	21.26
3	15.03	18.88	22.59
4	15.95	19.98	24.03
5	16.63	20.69	24.72
6	17.35	21.40	25.43

Reading Aides:

Step	Hourly Rate
1	\$13.38
2	14.09
3	15.03
4	15.95
5	16.63
6	17.35

H. The following wage rates shall be effective on August 1, 2010:

MMLC:

	<u>Non-Teacher</u>	<u>Teacher</u>	<u>Teacher/Media Degree</u>
Step	Hourly Rate	Hourly Rate	Hourly Rate
1	\$13.58	\$17.27	\$20.86
2	14.30	18.00	21.58
3	15.26	19.16	22.93
4	16.19	20.28	24.39
5	16.88	21.00	25.09
6	17.61	21.72	25.81

Reading Aides:

Step	Hourly Rate
1	\$13.58
2	14.30
3	15.26
4	16.19
5	16.88
6	17.61

ARTICLE 26

IMPLEMENTATION

The parties to this Agreement each acknowledge that this Agreement contains the entire Agreement between the parties and neither party shall be obligated, during the term of this Agreement, to negotiate matters contained in this Agreement or matters not contained in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 27

NEGOTIATIONS IMPASSE

Either party shall have the authority to declare that negotiations are at an impasse. When impasse is declared, the Federal Mediation and Conciliation Service shall be used as the sole method of impasse resolution.

ARTICLE 28

NO STRIKE/LOCKOUT

- A. In exchange for recognition and the covenants in this Agreement, the Association agrees not to engage in a strike or any other form of concerted activity which would amount to a withholding or partial withholding of the services for which the membership were hired to perform during the term of this Agreement.
- B. The Association further agrees to actively discourage, to the extent reasonably necessary, a strike or any other form of concerted activity amounting to a withholding or partial withholding of services during the term of this Agreement.
- C. In the event of a breach of this Article by either party, neither party shall thereafter be required to meet, negotiate, or confer and shall be left to pursue whatever remedies may be appropriate including those remedies in law or equity.
- D. The Board agrees there shall be no lockout of employees covered hereunder during the term of this Agreement.

ARTICLE 29

TREATMENT OF STAFF

A. PERSONNEL FILES

1. Upon written request by an employee, he/she will be permitted to examine his/her personnel file within one (1) business day. The Superintendent or his/her designee may be present when a file is being examined. Employees shall be entitled to a copy of any materials in their files.
2. No report of an employee's conduct, service, character, or personality shall be placed in the personnel file unless the employee has received a copy of such document and an opportunity to review and respond in writing to the material.
3. An employee has the right to make written response and attachment to any document in the personnel file.
4. No documents shall be placed in an employee's personnel file that do not identify the person or source of the document.
5. An employee has the right to have an Association representative present for, or upon written authorization, in place of the employee to review the personnel file.
6. Upon written request, the employee has the right to request removal of a disciplinary document from their personnel file after 36 months, provided no other discipline issues have occurred.

B. DISCIPLINE

1. Any employee who is to be disciplined by the Board or the administration shall be given advance notice of same and the right to Association representation in a hearing on the matter.
2. No employee during the term of his/her contract shall be disciplined (reprimanded, suspended without pay, or discharged) without just cause.

C. BREAKS AND LUNCHES

1. The parties (Board, Union) hereby agree to maintain the current practice that consists of allowing this bargaining unit their daily lunch and breaks.

D. BACKGROUND CHECKS

1. All staff are required by law to (1) have a background check (BCII and FBI) completed by September 5, 2008 and again every five years thereafter OR (2) for those staff who have licenses, certificates or permits (paraprofessionals, bus drivers, bus aides) the background check will be completed at the time of their renewal. All staff employed by March 11, 2008

covered under this agreement, will have the costs associated with their first background check completely paid by the district. The costs associated with all subsequent background checks will be paid by the employee.

ARTICLE 30

DURATION

This Agreement shall be effective as of 08/01/2009 and remain in effect through 07/31/2011.

IN WITNESS WHEREOF, the parties hereto have set their hands this 7th day of May, 2009.

For: KETTERING CITY
BOARD OF EDUCATION

For: OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES

By _____
George H. Bayless
Board Member

By _____
Peggy L. Studebaker
Super Chapter President
President Local 182

By _____
Robert A. Mengerink
Superintendent

By _____
Nancy L. Willis, Vice President
Local 182

By _____
Steven G. Clark
Treasurer

By _____
Mitchal H. Stacy, President
Local 193

By _____
Kyle B. Ramey
Director of Human Resources

By _____
David L. Duell, Vice President
Local 193

By _____
Kenneth A. Lackey
Director of Business Services

By _____
Jill W. Brewer, President
Local 553

By _____
Thomas J. Lee
Supervisor of Buildings and Grounds

By _____
Rebecca S. Shivadecker, Member
Local 553

By _____
Pamela D. Dolence
Supervisor of Transportation

By _____
Sandy S. Parrish, President
Local 573

By _____
Louise C. Easterly
Supervisor of Food and Nutrition

By _____
Angela L. Klein, Vice President
Local 573

By _____
Timothy R. Johnson
Principal

By _____
Jane F. Miller, President
Local 649

By _____
Lynda L. Ganger, Secretary
Local 649

By _____
Derryl Hall
Field Representative

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