



NEGOTIATED AGREEMENT

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Between

THE PARMA CITY SCHOOL DISTRICT

And

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES**

Locals #122, #160, #404, #695, #756

February 1, 2010

To

June 30, 2013

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THIS AGREEMENT is entered into at Parma, Ohio between THE BOARD OF EDUCATION OF THE PARMA CITY SCHOOL DISTRICT (hereinafter referred to as “Board”), and the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES (affiliated with AFSCME/AFL-CIO) and its Locals #122, #160, #404, #695, and #756 (hereinafter referred to as the “Union”).

ARTICLE 1 – NEGOTIATIONS PROCEDURES

Unless recognition is withdrawn pursuant to Article 2, Section 2.2, the Board and the Union shall meet to negotiate in accordance with the following schedule and procedures. The Board and the Union further agree to establish, under mutually agreeable terms, a schedule of meetings wherein representatives of the two (2) parties may meet and confer in a good-faith effort to reach agreement on items of negotiations raised by either party relevant to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement which are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in 4117.08.

1.1 Initiating Negotiations

1.1.1 A letter from the Union and/or Board requesting the opening of negotiations will be submitted to SERB and the Superintendent of Schools or President of the Locals within one hundred (100) days of the expiration of the existing contract.

1.1.2 Within ten (10) calendar days of the receipt of the letter, representatives of the Administration and the Union will meet to mutually establish a date, time, and place of the first negotiations meeting.

1.2 Negotiation Teams

1.2.1 The Board shall designate a team of not more than a spokesperson and five (5) team members to represent it in the negotiations (hereinafter referred to as the Board Negotiators) and shall furnish the Union the names of its representatives in advance of the first negotiating meeting. The Union shall designate a team of not more than a spokesperson and five (5) team members to represent it in the negotiations (hereinafter referred to as the Union Negotiators) and shall furnish the Board the names of its representatives in advance of the first negotiating meeting.

1.2.2 Both the Board and the Union may have in attendance consultants and/or advisers.

1.2.3 The Board and the Union mutually pledge that the representatives selected by each shall have all necessary power and authority to present relevant data, exchange points of view, make proposals and counterproposals, to initial tentative agreements, and to effectively recommend acceptance of an agreement by the parties.

1.2.4 All discussions shall take place (exclusively) between the designated representatives of the parties unless mutually agreed-to exceptions are made.

1.3 Meetings

1.3.1 The first negotiations session shall be held no later than seventy-five (75) days prior to the expiration of the existing contract. The parties shall present written proposals to the other group. Additional items shall not thereafter be submitted except by mutual agreement. The parties may mutually agree to utilize an optional form of bargaining (i.e., Interest Based Bargaining, etc.)

1.3.2 At the first session, a meeting schedule also shall be mutually determined including time and place. It is agreed negotiation sessions are to be held during regular Board of Education hours 8:00 a.m. - 4:30 p.m. Union team members shall receive their regular salaries or wages for time spent in negotiations if their normal work schedule occurs between 8:00 a.m. - 4:30 p.m. A Union team member who is regularly scheduled to work the night shift (11:00 p.m. to 7:00 a.m.) shall be granted paid release time the night before the negotiating session, providing the employee can be released without any interference with the Employer's business.

Employees on the second shift will be compensated for actual time missed during their shift due to negotiations, but must report to work. The supervisor/designee after discussion with the second shift employee will determine a reasonable time when the employee should report to work. Consideration shall be given for travel and mealtime, if appropriate.

1.3.3 During such negotiations, the Board will make available to the Union all pertinent public records. Request for such records shall be directed to the Business Manager in writing by the Union presidents or negotiations spokesperson.

1.3.4 The Union will make available to the Board negotiators any information or documents which are intended for release to parties other than a member, a Union Committee, or the general membership of the Union.

1.3.5 **Caucuses:** The spokesperson of either side may caucus his/her team for independent discussion at any time. Caucuses will not exceed thirty (30) minutes in length unless mutually agreed.

1.3.6 **Information Releases:** During negotiations up to the point of impasse, periodic written progress reports may be issued to the public provided that any such release shall have the prior approval of both parties. During impasse release of information is permissible by either party unless the mediator directs otherwise.

1.3.7 During the period of negotiations, interim reports of progress may be made to the Union by its representatives and to the Board by the Board's representatives. Any information derived from these reports shall not be disclosed to the general public, except as provided in 1.3.6.

1.4 Impasse

Impasse: An impasse shall occur when after a reasonable period of negotiations the parties are unable to reach agreement.

A “reasonable period of negotiations” shall mean a period ending with the twenty-fifth (25th) calendar day before the expiration of the collective bargaining agreement unless the parties mutually agree to extend such time.

Either party may declare an impasse. In the event that an impasse is declared, one additional negotiation meeting shall be held where both parties shall clarify their respective positions on all unresolved items and attempt to reach a settlement.

1.4.2 Mediation: If the last meeting fails to result in agreement, the parties shall jointly prepare a request for a mediator from the Federal Mediation and Conciliation Service. Mediation shall be on all issues on which tentative agreement has not been reached by the parties.

The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. All costs incurred for such services shall be shared equally by the Board and the Union.

The parties agree that the mediation procedure contained in this section is the sole and exclusive dispute settlement procedure desired by the parties and shall supercede all other dispute settlement procedures set forth in O.R.C. 4117. If the parties are unable to reach an agreement after the utilization of mediation, the Union may invoke the option to strike as set forth under O.R.C. 4117.14.

1.5 Ratification

When an agreement on the entire package is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Union for ratification and adoption and all the committee members shall recommend and urge approval. Upon approval by the Union, the agreement shall be submitted to the Board for ratification and adoption and the Board negotiators shall recommend and urge approval. When adopted by the Board and the Union, the agreement shall become part of the official Board minutes and binding on both parties. Any agreement reached shall apply to all members of the bargaining unit.

1.6 Publication

Upon ratification by both parties, the completed document will be signed by the duly authorized officers of the Union and the Board. The agreement will then be published by the Board and distributed to the classified employees.

ARTICLE 2 – RECOGNITION

The Board of Education of the Parma City School District, hereinafter referred to as the “Board,” and the Ohio Association of Public School Employees, Locals #122, #160, #404, #695, and #756, hereinafter referred to as the “Union,” agree as follows:

2.1 Bargaining Agent

The Board recognizes the Union as the sole and exclusive bargaining agent for all employees as defined in Article 2.3 of this agreement.

2.2 Election Challenge

For negotiation of the ensuing agreement, the Board agrees to bargain with the Union as the sole and exclusive bargaining agent for all employees as defined in Article 2.3 of this agreement concerning wages and terms and conditions of employment unless recognition is withdrawn, or a new bargaining agent is selected in a manner prescribed by Chapter 4117, Ohio Revised Code.

2.3 The Bargaining Unit

2.3.1 The bargaining unit shall consist of all regular full-time and regular part-time classified employees, hereinafter referred to as employees, employed by the Board whose classifications are on the negotiated salary schedules. As new job categories are established, they will become part of the bargaining unit unless they are excluded under paragraph 2.3.2. The following further sets forth positions which will be part of the bargaining unit:

- a. A position which is funded through a grant or soft money (soft money is not defined as money received through DPIA funds) and the grant or soft money is discontinued but the Board continues to fund such position through the Board's general fund or through DPIA monies.
- b. A position whereas the Board agrees as part of a grant that such position will continue to exist even if the grant monies are discontinued at some future date.
- c. Positions traditionally funded out of the Board's general fund.

2.3.2 Excluded from the bargaining unit are substitute employees, seasonal and casual employees, tuition funded employees (i.e., day care, etc.), parent mentors, Family Involvement Coordinators, employees in the evening programs (after-school), employees whose positions are funded through grant monies (not DPIA funds) and are not part of the bargaining unit under the conditions set forth in the Article 2.3.1 (a), (b) and (c), supervisors, management and confidential employees as defined in ORC Section 4117.01, who are not on the negotiated salary schedules and will be excluded under the terms and conditions of this agreement. For purposes of this agreement, confidential employees shall include only the following classifications:

- Administrative Secretary to the Treasurer/CFO (1)
- Administrative Secretary to the Director of Operations (1)
- Administrative Secretary to the Superintendent (1)
- Administrative Secretary to the Deputy Superintendent (1)
- Administrative Secretary to the Director of Human Resources (2)
- EMIS Coordinator (1)

2.4 Governance

All classified staff personnel shall be governed by Board of Education policies and the negotiated agreement between the Board and OAPSE Locals #122, #160, #404, #695, and #756 which shall be consistent with all the State of Ohio statutes and regulations of the State Board of Education.

2.4.1 A current copy of the Board of Education Policy & Procedure Handbook pertaining to the classified staff shall be given to the President of each local, and all updates shall be submitted in writing to each President. This Handbook shall be passed on to subsequent local presidents.

ARTICLE 3 – RIGHTS AND RESPONSIBILITIES

3.1 The Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitutions of the State of Ohio and of the United States, including but not limited to management and control of the school system, properties, equipment and all necessary technology modifications, facilities, and activities of employees to hire all employees and subject to law determine qualifications and conditions of employment, or their dismissal, demotion, promotion, and transfer. (Transfers shall not be made in an arbitrary or capricious manner.) The exercise of these powers, rights and authority, duties and responsibilities by the Board and the adoption of policies, regulations and rules as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement, the Constitution and laws of Ohio, and the Constitution and laws of the United States, Ohio Revised Code, and the State of Ohio Civil Service Laws as long as such Civil Service Laws do not conflict with the terms of this Agreement.

3.1.1 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the board in regard to the operation of its work and business and the direction of its workforce, which the board has not specifically abridged, deleted, granted or modified by the express and specific writing provisions of this agreement are and shall remain exclusively those of the board.

3.2 Non-Discrimination

The Board and the Union agree that no employee shall be discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion or marital status, and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap. Nor shall any employee be discriminated against, intimidated or coerced because of participation in Union activity.

3.3 The Union, or any committee thereof, may use school facilities and equipment, with the permission of the Business Office, when such facilities or equipment shall be used for Union business only. The Board at its discretion may charge the Union a reasonable fee for such use. Supplies necessary for the use of the equipment shall be furnished by the Union. The Union may use the buildings as long as such requests are not in conflict with Board policy concerning building use.

3.4 Building principals shall designate an area or space in each building for the general use of Union communication. Such wall space shall, when possible, be located in areas accessible to and normally frequented by employees.

3.5 A general mailbox will be provided for cleaners, custodial, office, and cafeteria staff in each building. A mailbox will also be provided at the bus garage for transportation employees and at the maintenance shop for maintenance employees.

3.6 The Union or any committee thereof, is authorized reasonable use of school mails, district e-mails and mailboxes. Misuse of this privilege may result in withdrawal of the use of school mail, district e-mails and mailboxes if the Administration first documents misuse of this privilege and then allows the Union the opportunity to correct such misuse. The Union recognizes that the district e-mail and its contents are subject to the Ohio Public Record Law and, as such, there is no assurance of confidentiality or non disclosure of any Union communications through the districts e-mail.

3.7 Duly authorized representatives of the Union and its respective affiliates including the Field Representative assigned by the Ohio Association of Public School Employees shall be permitted to transact official Union business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations, and provided that any Union business to be transacted with classified staff members during duty hours shall be with the prior approval of the building administrator or the non-bargaining unit supervisor.

Grievance hearings shall be scheduled to the extent practical during the grievant's normal workday without loss of pay. Necessary witnesses also shall be permitted to appear at arbitration hearings without loss of pay if the hearing is scheduled during their workday.

3.8 The Board agrees to permit two (2) authorized delegates from each local of the Union a maximum of three (3) days per delegate to attend the OAPSE Conference with no loss in pay or benefits. A maximum of two (2) bargaining unit members who are members and elected State, District or Departmental Officers (President, Vice-President, Treasurer, Secretary), shall each be granted three (3) days to attend the OAPSE Annual Conference with no loss in pay or benefits.

Each local president or State Officer will notify the Personnel Office of the name of the delegates thirty (30) days prior to the conference. Should a Local desire to send an additional delegate, this will be authorized without pay.

3.9 The Union shall be provided with a complete seniority roster of all bargaining unit employees by no later than October 15 of each year. The seniority roster shall include date of hire and most recent date of entry into current classification.

3.10 The Personnel Department shall provide a list of names of all new hires consisting of those employees hired during the preceding month. The list shall be sent to the presidents and treasurers of each local.

3.11 Classified staff will receive notification of their return-to-work date before June 30 of the current school year.

ARTICLE 4 – DUES DEDUCTION

4.1 The Board agrees to deduct from the pay of an employee, when so authorized in writing by an employee, dues for the Ohio Association of Public School Employees (OAPSE) and for Locals #122, #160, #404, #695, and #756.

4.2 Enrollment for dues deduction shall be made upon the submission of the employees' signed statements of authorization submitted to the Parma Board of Education Treasurer by the Union no later than September 30 for the non-fifty-two (52) week employees and no later than July 31 for the fifty-two (52) week employees; or within the first pay period of each working month prorated over the remainder of the work year; or within thirty (30) days of completion of an employee's probationary period.

Dues deduction will remain in effect unless withdrawn by the employee within the thirty (30) days of the stated expiration date of the agreement. The employee agrees that withdrawal shall be in writing, executed and delivered during the revocation period by written notice served upon the OAPSE State Treasurer at 6805 Oak Creek, Columbus, Ohio 44329. The State OAPSE Treasurer shall notify the District Treasurer of such revocation.

The employee further agrees that local dues deduction may not be revoked at any other time or in any other manner except as provided herein. The local president and local treasurer will be notified when the dues deduction authorization is revoked by the employee.

4.3 Union membership dues shall be deducted in equal installments beginning with the second pay in October and ending in June for non-fifty-two (52) week employees. Union membership dues shall be deducted in equal installments beginning with the second pay in October and ending with the first pay in August for fifty-two (52) week employees. However, no employee shall have his/her Union dues deducted from the pay immediately following the winter recess period. Therefore, the pay date immediately following the winter recess period will be excluded when calculating the number of pay periods used to determine the amount of dues to be deducted each pay date for that school year.

The monies so deducted shall be forwarded to the appropriate treasurer, i.e., State Union dues shall be forwarded to the State Union treasurer and local dues shall be forwarded to appropriate local treasurers. The pertinent local chapter treasurer will be informed when a new employee has successfully completed his/her probationary period and when an employee has been recalled from Reduction In Force.

4.4 The Board agrees not to honor any dues deduction authorizations executed by an employee in favor of any other labor organization.

4.5 The Union agrees to indemnify and hold the Board harmless against any and all claims that may arise out of or are in any way related to the deduction of dues pursuant to this Article and the Ohio Revised Code.

4.6 Fair Share Service Fee will become effective with the payroll deduction in April, 1989.

4.6.1 At the conclusion of the probationary period or the effective date of this agreement, whichever is later, employees in the unit who are not members of the Union shall pay

to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit, and shall reflect the same graduated schedule according to wages earned. The Union shall notify the Employer of the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union, both State and Locals, in the same manner except that written authorization for deduction of fair share fees is not required.

4.6.2 The fair share service fee assessment shall be applicable to all employees whose position contemplates a regular schedule of fifteen (15) hours or more per week.

4.6.3 The Board shall continue the present practice concerning dues, and the Board of Education shall provide twice per year (the second pay in October and February) a list of all members of the bargaining unit and the fair share fees and dues deduction; a list of new bargaining unit members; a list of bargaining unit members returning from leaves of absence; a list of bargaining unit members granted leaves of absence; and a list of employees who terminate employment.

4.6.4 The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, and demands by any employees arising from the deduction of fair share fees made by the Employers pursuant to this Article and to defend the Employer in any such claims, actions and demands through competent attorneys selected by the Union and with the agreement of the Business Manager. Further, the Union agrees to abide by standards enumerated by SERB or other authority, with regard to the fair share fee procedure.

4.6.5 Any person making fair share fee payments shall have the right to object to the expenditure of a portion of such payments for activities of a primarily partisan, political nature. Such objections shall be perfected, if at all, by the objector individually notifying the OAPSE Executive Director of the objection in writing by registered or certified mail. A rebate policy shall be sent to each employee who is subject to the fair share service fee assessment.

Any member of the bargaining unit who objects to the payment of the fair share service fee by reason of membership in the adherence to the tenants or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under provisions of the Internal Revenue code *Section 501 (C)(3)* may submit proper proof of religious conviction to the State Employment Relations Board to seek a declaration from the Board that the member not be required to financially support the Local in accordance with the provisions of Section 4117.09(C).

It is recognized that SERB shall, if it finds that the employee is not to be required to pay a service fee, require payment of an equal amount to a non-religious charitable fund pursuant to the requirements of Section 4117.09(C).

A challenge to the proposed rebate or a challenge to a failure to rebate shall be filed with the State Employment Relations Board pursuant to Ohio Revised Code Section 4117.09(C).

4.7 The Board shall deduct from employee wages voluntary employee donations to PEOPLE (Public Employees Organization to Promote Legislative Education) for those employees who have voluntarily signed an authorization permitting such deductions. The minimum amount of a deduction is one (\$1.00) dollar per pay check. Deductions for twelve (12) month employees, if possible, shall commence in the first pay check subsequent to July 1st each year and continue until the authorization is revoked. Deductions for other than twelve (12) month employees shall commence in the first paycheck subsequent to September 1st each year and continue during each month worked until the authorization is revoked. Revocations may be made at any time and deductions must be in increments of one (\$1.00) dollar. The Board agrees to remit any deduction made pursuant to this provision to the PEOPLE Committee within ten (10) working days together with an itemized statement showing the names of each employee from whose pay such deductions have been made and the amount deducted.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Communication

Whenever problems arise, good morale is maintained, by the sincere efforts of all persons concerned working toward constructive solutions in an atmosphere of courtesy, cooperation and good faith. It is recommended that a staff member and her/his principal or other immediate supervisor meet to resolve complaints and disagreements through free and informal interaction. However, since all matters cannot be resolved satisfactorily in this manner, a formal process must be provided as an alternative. Thus, the following grievance procedure has been developed as a means of securing, at the lowest possible administrative level, prompt and equitable solutions to those disputes.

5.2 Definitions

5.2.1 A “grievance” is an alleged violation of this agreement with respect to interpretation or application of its provisions or application of work rules, or discipline or discharge of an employee without just cause. Any employee in disagreement with the action taken by the Board may file a grievance in accordance with the grievance procedure contained in this Agreement over all matters except grievances over verbal and written warnings/reprimands may proceed only through Level Three of the grievance procedure, provided, however that if the Board later attempts to refer to said verbal or written warnings/reprimands in any subsequent discipline the employee may challenge the merits of such verbal and/or written warnings/reprimands at that time. The employee may put a written response to verbal and/or written warnings/reprimands into the employee’s personnel file.

5.2.2 A “grievant” is the employee or employees who file a grievance.

5.2.3 “Days” are defined as regularly scheduled work days.

5.2.4 A “representative” may be a member of the Union designated by the appropriate local President and/or a Field Representative.

5.3 General Conditions and Rights of Grievant

5.3.1 A grievant shall not stop, suspend, or otherwise negatively alter or diminish work because of an alleged grievance.

5.3.2 The grievant may appear on his/her own behalf, shall be accompanied by the Union President or designee and or may be accompanied at any step of the procedure by a fellow employee appointed by the appropriate local President. Beginning with Level One of the procedure the grievant may also be represented by the OAPSE Field Representative. If the grievant chooses to appear on his/her own behalf without a Union representative, the appropriate local President has the right to appoint a representative from their local to be present at each step of the procedure, not to represent the grievant, but to present the Union's position regarding the grievance.

5.3.3 The time limits indicated at each level are considered maximum. However, they may be extended by mutual agreement of the parties of interest in writing.

5.3.4 Any grievance not processed by the grievant through any of the successive levels within the specified time limits and in the absence of the agreed-upon time extension in writing described in 5.3.3 above, shall be considered waived and the alleged grievance no longer exists. If the Administration fails to process a grievance within the specified time limits and in the absence of an agreed-upon time extension, the grievance will automatically move to the next level in the procedure.

5.3.5 The Union or its officers or any employee of the district will not be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in the grievance procedure.

5.3.6 Any grievance must be filed on approved forms agreed to between the Board and the Union and shall be available from the Union and from the Personnel Office.

5.3.7 In the event that the grievant chooses to have a grievance processed without the participation of the Union, such grievant shall be liable for any expense incurred thereby, including the cost of the arbitrator provided in Level 4. Furthermore, in the event that the Union determines that a grievance should not be processed to the next level of the grievance procedure, the grievant shall be liable for any further costs incurred, including the cost of the arbitrator provided in Level 4.

5.3.8 If the administration and grievant agree to a resolution of a grievance, such resolution shall be put in writing and signed by both parties.

The following applies only to Transportation: Resolution of a grievance because of rotating seniority errors (e.g. especially when absenteeism exceeds assigned spares) include making up the time for the aggrieved employee as soon as possible or at a mutually agreed upon date. Personnel will not be paid for not working but will be assigned work to make up the grievances.

5.3.9 OAPSE shall be advised of all grievances and the final decision and disposition of same.

5.4 Grievance Steps

5.4.1 Informal Steps

A grievant must discuss his/her concern with his/her immediate supervisor in order to attempt to resolve the concern informally, prior to proceeding to Level One (Formal Step) of the grievance procedure. If the grievant chooses to have a representative present at this step, such representative will be a fellow employee appointed by the appropriate local President.

5.4.2 Level One - If the concern is not resolved at the Informal Level or if the grievance is filed directly at level one, the employee(s) claiming a grievance, shall within ten (10) days of the time of the alleged grievance or knowledge of the occurrence, file the grievance on the appropriate form with his/her immediate supervisor. Within ten (10) days of receipt of the grievance, the immediate supervisor shall schedule and hold the grievance hearing. A grievance number will be issued for each grievance filed at this step once the Union has taken a copy of the grievance to the Supervisor of Classified Employees or his/her designee. The Supervisor of Classified Employees shall be deemed the immediate supervisor for those grievances filed by Local #160 that are class action grievances which affect Local #160 employees in more than one (1) building in the school district. The immediate supervisor shall provide a written disposition within five (5) days after the conclusion of the hearing. All grievances arising from discipline by suspension or discharge shall be presented on the approved forms to administration at Level Three by the aggrieved employee within five (5) days of the disciplinary action.

5.4.3 Level Two - If the grievance is not resolved to the employee's satisfaction at Level One, the grievance may be submitted by the employee in writing within five (5) days of the receipt of the Level One disposition to the Personnel Office. The Personnel Office will forward the grievance to the appropriate administrator within two (2) days. The appropriate administrator will within three (3) days of receiving the grievance, schedule a hearing date. Such hearing date shall be scheduled and held within ten (10) days of receipt of the grievance by the appropriate administrator. At the hearing, the grievance will be reviewed by the appropriate administrator, the employee and the employee's immediate supervisor. A written disposition will be rendered within five (5) days after the conclusion of the hearing.

5.4.4 Level Three - If the grievant is not satisfied with the written disposition offered at Level Two, he/she may appeal the decision to the Superintendent of Schools or his/her designee.

The appeal shall be in writing and be made within five (5) days of receipt of the Level Two written disposition. Within five (5) days, the Superintendent of Schools or his/her designee will arrange a mutually satisfactory date and time for a hearing. The grievant may be accompanied by a representative and the Union shall have a right to have a Union representative present even if the grievant insists on presenting his/her own case. The Superintendent or his/her designee shall render a written disposition to the grievant within five (5) days after the conclusion of the hearing.

5.4.5 Level Four - If the Union is not satisfied with the written disposition offered at Level Three, the Union may appeal the grievance to an impartial arbitrator in accordance with the rules of the American Arbitration Association. The appeal shall be in writing and submitted within ten (10) days of the Level Three written disposition.

A copy of such written appeal shall be served upon the Superintendent or his/her designee the same day the appeal is sent to the American Arbitration Association.

5.4.6 The above grievance levels shall be heard during the regular Board of Education hours 8:00 a.m. - 4:30 p.m.

5.4.7 If the Union and administration agree to meet in order to attempt to resolve a grievance prior to arbitration, such meeting shall take place between appropriate representatives of each party.

5.5 Power of the Arbitrator

5.5.1 It shall be the function of the arbitrator to render an opinion regarding an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement, to render an opinion regarding the reasonableness or application of work rules, or to determine if there is just cause for the suspension or discharge of an employee. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The arbitrator shall expressly confine himself/herself to the specific issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted.

5.5.2 In the event that a case is appealed to an arbitrator on which he/she determines he/she has no power to rule, it shall be referred back to the Association, with-notification to the administration without opinion or recommendation on its merits of the case.

5.5.3 The findings and opinion of the arbitrator shall be final and binding upon the grievant, the Union, the administration, and the Board.

5.5.4 The fees and expenses of the arbitrator and the American Arbitration Association shall be borne by the losing party. For purpose of this provision, the Arbitrator shall state who is the "losing party."

5.5.5 In cases where arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator prior to the hearing on the merits of the case.

ARTICLE 6 – CONDITIONS OF EMPLOYMENT

6.1 Administration and Organization - The Business Office and the Personnel Office are the focal points for administration and organization of all classified employees.

6.2 New Employee Probation - All new employees of the Parma City Schools, excluding bus drivers, shall serve a probationary period for the first seventy-five (75) actually worked days of their employment. The seventy-five (75) actually worked days probationary period for bus drivers will begin after completion of their pre-employment training and licensing by the State Highway Patrol. If the employee is discharged prior to the end of the probationary period, such employee shall have no right to challenge such discharge through any provision of this Agreement nor under any provision of the law or statutes. After completion of the probationary period, employees may be disciplined, suspended, or terminated only for just cause.

6.3 Probation - A probationary period for a current employee who changes classification through the bid procedure (a bid is defined as the process of applying for a position through a job posting), excluding demotional bids within the same classification series, shall be referred to as “trial period”.

6.3.1 During the trial period, which shall be forty-five (45) actually worked days, the employee’s immediate supervisor will prepare progress reports. Such employee shall be provided a written progress report after twenty (20) actually worked days.

The employee must sign a copy of this report before it goes to the Personnel Office. The signature does not necessarily mean the employee agrees with the report, but merely the employee has read and discussed it with the supervisor. No comments can be added to the progress report after the employee has signed it.

The employee or the evaluator’s immediate supervisor will have the option to have a second evaluation performed in the same manner as was the initial evaluation. If a second evaluation is performed, the initial evaluator’s immediate supervisor and the employee shall sign it in each other’s presence.

If during the trial period, the employee’s work performance has been determined to be unsatisfactory, the employee will be given written notice advising him/her that his/her work performance has been unsatisfactory. If the employee is given an unsatisfactory progress report after twenty (20) actually worked days, that employee will thereafter be evaluated within ten (10) actually worked days and given another progress report.

If an employee in a trial period fails to meet the requirements for the position, is laid-off, or he/she chooses to return to his/her previous position up to the last day his/her previous position is posted, he/she will be returned to their previous position held prior to the promotion (same total hours, same job classification and wage schedule placement) if such position still exists.

The employee being displaced by such trial period employee will be returned to his/her previous position. Such displacement shall occur (domino effect) until all employees that are displaced due to the return of the trial period employee are returned to their previous positions, without regard to seniority.

If during this procedure a previously held job has been eliminated, the employee affected will retain all rights afforded to him/her under Article 6.7. If a new employee (probationary employee) is displaced due to the trial period employee returning to his/her previous position, such new employee will be laid off.

Bargaining unit employees will not perform progress reports (evaluations). However, evaluation information can be gathered from other employees deemed appropriate by the immediate supervisor.

This trial period takes effect upon ratification of this agreement. Anyone already in a trial period will fall under the new time lines and it is understood that the actual days already worked will count towards their trial period.

6.3.2 Performance Evaluation - In addition to the trial period reports, all employees will have their performance formally evaluated at least once each year. Such formal evaluation shall not occur prior to February 1, of each school year.

If an employee's performance is determined to be unsatisfactory at any time during the year, the employee should be made aware of the area(s) of deficiencies at the approximate time they occur. These deficiencies, if any, may be part of the formal evaluation. The evaluator must meet with and review the evaluation with the employee.

In the event an employee reports to more than one immediate supervisor, the employee may request a separate evaluation be done by each immediate supervisor, but no more than two (2).

The employee or the evaluator's supervisor will have the option to have a second evaluation done in the same manner as the initial evaluation. The administration may also require a separate second evaluation.

The administration shall always have the right to determine the supervisor who performs the evaluation. However, evaluations will not be performed by bargaining unit employees, although evaluation information can be gathered from others deemed appropriate by the immediate supervisor.

No comments can be added to the performance evaluation after the employee has signed the evaluation. The evaluation will be signed by the evaluator and the employee in each other's presence. If the employee does not agree with the evaluation, that employee may attach comments to the evaluation prior to signing the evaluation.

An employee whose overall rating is "improvement needed" or "unsatisfactory" shall be evaluated again within sixty (60) actual worked days. In case of a short year employee, the evaluation follow-up will be completed within sixty (60) actually worked days after the beginning of the next school year. An employee who does not attain a satisfactory rating on the follow-up evaluation shall be evaluated again within sixty (60) actual worked days. If the second follow-up evaluation indicates "unsatisfactory" or "improvement needed" the employee may be subject to disciplinary action.

An employee's attendance record will be noted on the employee's written evaluation by stating the number of days absent. The attendance data from payroll reports showing the number of absences, dates, etc. will be used when considering promotions or transfers. If absence was due to serious illness or injury and is supported by a physician's letter, then such absence will be noted on the evaluation form and marked "Extenuating Circumstances".

In the event an employees performance deteriorates to the extent that disciplinary action is warranted, no further performance evaluations will be required.

6.4 Lateral Transfers

A lateral is defined as movement of a permanently appointed employee from one position to another in the same classification.

When a position opening has been posted, an employee desiring a lateral transfer to that position shall notify Human Resources in writing sending a copy of notification to the appropriate OAPSE Local President.

The decision to transfer or not to transfer an employee to an open position shall be determined by the administration. However, if the lateral transfer involves a position which is an increase of two (2) weeks or more per year, a ratio, an increase of one or more hours per day, or where the employee has been displaced as a result of a reduction in force, the position may be given to the senior employee based on the employees written evaluations and attendance record.

An employee may not request a lateral transfer more than once every school year (unless the transfer involves a position which is an increase of two (2) weeks or more per year, a ratio, an increase in the employee's current level of benefits, or an increase of one or more hours per day, or where the employee has been displaced as a result of a reduction in force).

Lateral and demotional transfer will be given priority consideration, by seniority, over promotional transfers.

6.4.1 Temporary Transfers- Prior to the administration making a temporary transfer of an employee for more than five (5) working days, the Administration and local president shall meet with the affected employee(s) to advise the affected employee(s) of the transfer.

6.4.2 Demotional Transfers- In the event a demotional transfer is requested by an employee to a position outside their class series, the employee must qualify through the Civil Service testing procedure and be placed on the eligibility list in order to receive the transfer.

6.5 Position Openings

All bargaining unit position openings shall be posted within 10 working days from the time the opening occurs in a designated area in each building within the school system for a period of seven (7) working days unless there are extenuating circumstances that prevent the position from being posted. The applicable Local President will be given written notification and rationale of the "extenuating circumstances".

Position openings will be filled as soon as possible, but within thirty (30) work days after the posting period. The applicable Local President will be notified in writing of any reasons for delays.

All position openings shall be posted prior to any temporary or permanent transfers. Management initiated transfers within a job classification based on the Board's operational needs and demands do not constitute position openings requiring position postings. Position openings must only be posted as a result of a vacancy that occurs due to retirement, termination, death, resignation, demotion, lateral transfer, promotion, or the creation of a new position or a current position that is increased by more than one hour per day or an increase of more than two (2) weeks per year unless the position includes forty-six (46) weeks or more.

6.5.1 In the event there is an employee on the recall list in the job classification where a position opening occurs the following procedure shall apply:

- If an employee is on the RIF recall list and a vacancy occurs in the same classification (not a promotion) from which the employee was RIFed, such employee shall be granted that position unless the position is filled by a more senior employee requesting a lateral transfer. Position openings will be posted for bid as lateral transfers for employees in the same classification before recalling people off a RIF list.
- In the event a more senior employee is granted the lateral transfer, the RIFed employee shall be awarded the position vacated by the employee granted the lateral transfer (providing the position does not exceed the hours as the position they were RIFed from).

Any employee qualified for the position shall have the opportunity to apply in writing to Human Resources for the position and shall be given consideration for the position before any outside applicants are considered. The position shall be awarded to the qualified senior employee applicant who meets the posted qualifications as determined by the administration. An employee applicant's qualifications shall be based on the job description.

In rare circumstances, the Board may include additional qualifications on which Civil Service is unable to test. Such additional qualifications shall not be made in an arbitrary or capricious manner. If Civil Service has not or is unable to test these additional qualifications, then the Board retains the discretion to determine whether a particular applicant meets the qualifications.

A trial period employee shall have the right to bid on a vacant position, which is in his/her same classification and is an increase in hours. However, such bidding right shall be no guarantee that such trial period employee will receive appointment to that vacant position. In addition, said trial period employee must still complete any time remaining for their trial period.

When a position is awarded the appropriate local president will be notified in writing.

No employee shall be prevented from receiving a position opening due to failure of a supervisor to release the employee from previously held position. Any employee candidate not receiving the position may request a conference with Human Resources and will be given a written explanation of why he/she was not selected upon request.

A copy of all active lists from Civil Service Commission shall be provided at the time the lists are posted by the Commissioner. A copy of said lists shall be forwarded to all Union Presidents.

In the event there is no Civil Service list or test, whichever applies, the above language shall apply until such time as the Board requests a test or list.

The Board agrees to request that the Civil Service Commission place present employees, who pass a civil service test, on a preferred list for the test(s) which they pass.

Job Posting During Summer Break

Job openings as defined in Article 6.5 that occur between the last day of school in June and August 30 shall be posted at the three (3) high schools, Central Office, the Maintenance Department and the Bus Garage with a copy being sent to all local presidents.

These openings shall be posted for a period of ten (10) work days. Additionally, all employees may call the school system Voice Mail for posting updates. The Voice Mail number will be available at each building.

6.5.2 Non-bargaining unit job openings shall be posted at a designated area in each building and a copy of such posting shall be sent to each local president. Employees on "Preferred or Promotional Lists" have two occasions where they can indicate not being interested in interviewing or refusing an offer of employment to a different classification prior to being removed from the list.

6.6 Notification of Changes in Job Descriptions/Duties not specifically included in the job description and the Creation of New Job Positions Within the Bargaining Unit (replaced old reclassification of job).

The applicable local Union President shall be given written notification prior to any changes/additions to a position (not specifically included in the current job description) or when a new Bargaining Unit position is created. The Union reserves all rights under O.R.C. 4117 and to demand bargaining on the effects of changes in wages, hours, and terms and conditions of employment.

6.7 Reduction in Force - The following procedures will govern the reduction of classified staff made necessary through decreases in student enrollment, changes in regular and complementary instruction, abolishment of positions, or shortages of funds. Such procedures shall be in compliance with State and Federal laws relating to employment decisions and equal employment opportunity.

6.7.1 Seniority shall be defined as follows:

6.7.1a Except as provided in 6.7.1b, district wide seniority shall be defined as the length of continuous employment in active pay status (*) by an employee with the Board as computed from the most recent date of hire. (For interpretation of seniority, see Appendix B.)

*Active pay status is defined as that time an employee is actually performing service for the Board for pay or is on a Board approved paid leave.

6.7.1b Employees in a classification which have regularly scheduled work hours of less than fifteen (15) HOURS PER WEEK shall have district wide seniority credited at the rate of one (1) year seniority for each two (2) years of service in the applicable positions. Said prorated credit shall commence January 1, 1982. Previous accumulated seniority shall not be affected. Seniority shall be defined as set forth in section 6.7.1 a.

6.7.2 Layoff Divisions and Classification Series

The following divisions, classification series, and classification rankings within such classification series are established for administering reductions, layoffs, bumping and recall.

Classification Series requires expertise and knowledge for the series that restricts progression (promotion) to that series. Regression or bumping is limited to the series or to a position, within the division listed on the right of the classification series or position within a series.

6.7.2a Division: Employees required to have State permits or certification as may be required by current state statutes - Unclassified with Civil Service - Division No. 0100

0100	<u>Class Series</u> A31 Elem. & Kdg. Class. Asst.	A-I Elem. Noon Mon.
0101	<u>Class Series</u> Special Education Assistant	*General Monitor/Female/Male Monitor
0102	<u>Class Series</u> Certified Occupational Therapist Asst.	Special Ed. Asst. *Gen. Monitor Female/Male Mon
0103	<u>Class Series</u> AB1 Bus Monitor	. A-1 Elem. Noon Mon.
0104	<u>Class Series</u> A-1 Elementary Noon Monitor	
0105	<u>Class Series</u> Secondary Class. Asst.	*Gen. Mon./Female/Male Monitor
0106	<u>Class Series</u> MA3/MA2 Media Assistant (Hired after July 16, 1996 and shall be unclassified employees (Reference Article 16.5.1)	General Monitor Female/Male Monitor A-1 Elem. Noon Mon.
0107	<u>Class Series</u> Home Liaison	
0108	<u>Class Series</u> Security Monitor In School Detention Monitor Female/Male Monitor/General Monitor	A-1 Elem. Noon Mon.

- Female and male restroom. /lockerroom/Gen. Mon. positions shall be equal in class series for purposes of bumping rights and seniority. However, the positions shall be differentiated based on gender.
- Female/Male Monitor positions shall be gender specific only when they consist of bona fide occupational qualifications.
- The Board shall have the right to retain no more than one (1) Male/Female monitor position at each secondary school building. Any remaining Male/Female Monitor positions will be combined with the General Monitor positions at the building level and will be reassigned to a general monitor position.

0110	<u>Class Series</u> VEA Voc. Evaluation Assistant	*Gen. Mon./Female/Male Monitor
0111	<u>Class Series</u> SE1 Brailist Visually Impaired Ass't.	Special Ed. Asst
0112	<u>Class Series</u> School to Work Facilitator	
0113	<u>Class Series</u> ESL Assistant	
0115	<u>Class Series</u> VLB Child Care Asst	*Gen. Mon./ Female/Male Monitor
0116	<u>Class Series</u> VLC Culinary Arts	*Gen. Mon./Female/Male Monitor
0119	<u>Class Series</u> Physical Therapist Assistant	Special Ed. Asst.
0120	<u>Class Series</u> VSM Vocational Student Monitor	*Gen. Mon./Female/Male Monitor
0123	<u>Class Series</u> Hospitality/Facility Care Service Asst.	*Gen. Mon./ Female/Male Monitor

6.7.2b Division: Secretarial/Clerical and Administrative Support -
Classified with Civil Service - Division No. 0200

0200	<u>Class Series</u> S-5 Secretary S-4 Secretary S-3 Secretary	GC4 Clerk GC3 Clerk
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GC2 Clerk
GC1 Clerk

0201 Class Series

GC5 Clerk
GC4 Clerk
GC3 Clerk
GC2 Clerk
GC1 Clerk

0202 Class Series

AC5 Accounting Clerk
AC4 Accounting Clerk
AC2 Accounting Clerk

0203 Class Series

MA3/MA2 Media Assistant GC1 Clerk
(Hired on or before July 16, 1996
in a media assistant position)

6.7.2c Division: Data Processing - Classified with Civil Service - Division: -
No. 0300

0301 Class Series

C04 Help Desk Coordinator
C03 Computer Operator 3
C02 Computer Operator 2
C01 Computer Operator 1

0302 Class Series

DE3 Data Entry Operator 3
DE2 Data Entry Operator 2
DEI Data Entry Operator I

6.7.2d Division: Transportation - Classified with Civil Service - Division
No. 0400

0400 Class Series

D-2 Bus Driver
D-I Mobile Unit Driver

0401 Class Series

MC3 Mechanic Working Foreman
MC3 Mechanic Skilled
MC2 Mechanic Helper II
MC1 Mechanic Helper I

6.7.2e Division: Engineers and Technicians - Classified with Civil Service - Division No. 0500

0500 Class Series

1-2 ITV Engineer

MT2 Media Computer Tech.

MT1 Media Computer Tech.

0501 Class Series

MT2 Media Computer Tech.

MT1 Media Computer Tech.

0502 Class Series

Docutech/Copy Center Specialist

Copy Center Operator/Mail Delivery

Pressman/Copy Center Specialist

Copy Center Operator/Mail Delivery

Note: The Docutech/Copy Center Specialist cannot bump the Pressman/Copy Center Specialist nor can the Pressman/Copy Center Specialist bump the Docutech/Copy Center Specialist

6.7.2f Division: Cafeteria - Classified With Civil Service - Division No. 0600

0600 Class Series

CF6 Senior High Manager

CF5 Junior High Manager

CF4 Elem. Food Serv. Attendant

CF3 First Cook

CF2 Second Cook, Baker, Cashier,

Vending Hostess, Salad Maker

CF1 Miscellaneous

6.7.2g Division: Custodian, Maintenance, & Housekeeping - Classified with Civil Service - Division No. 0700

0700 Class Series

C-8 Senior High Custodian

C-6 Junior High Custodian

C-5 Elementary Custodian

C-4 Assistant Custodian

M-2 Maintenance

0701 Class Series

M-7 Maintenance Working Foreman (MWF)

M-7 Skilled Maintenance

Byers Field Attendant (If after January 1, 1998, a current employee who is serving in a M-7 position applies for and is appointed into the Byers Field Attendant position, such employee shall retain his/her M-7 classification seniority and will have bumping rights into a M-7 position.)

M-2 Maintenance

M-1 Laborer

0702 Class Series
CWF Cleaner Working Foreman
C-P Cleaners

6.7.2h Division: Storeroom - Classified with Civil Service - Division No. 0800

0800 Class Series
SK1 Storeroom Keeper

6.7.2i Division: Printer - Classified with Civil Service - Division No. 0900

0900 Class Series
Clerk/Composer

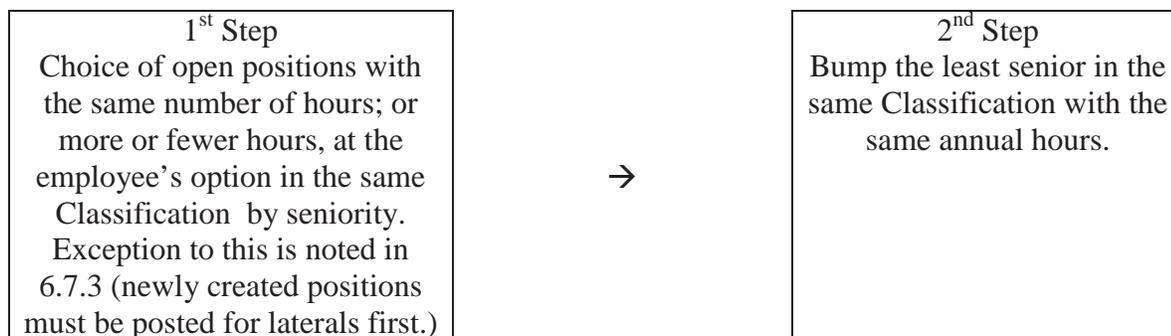
6.7.3 Reduction Procedures - The number of people affected by a reduction will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position.

Upon approval by the Board of Education of the reduction in force, transfer requests shall be suspended until Administration completes reduction procedures. An exception to this is all newly created positions must be posted for lateral bid first. Whenever layoffs become necessary, part-time, seasonal, provisional, and probationary employees within an affected classification will be laid off first in that order. "Probationary employees" are defined under this paragraph only, not the other section of Article 6.7.3, to mean those employees new to the district, not those employees who are on a trial period due to a promotion.

6.7.3a Bumping shall be exercised on the basis of district wide seniority. The following chart will be used.

An employee has the option to accept the cut in hours and/or benefits. (placed on RIF list for the loss of hours, only if there is not a position available in the same classification with the same hours, or accept layoff. If an employee accepts layoff 6.7.3b applies)

REDUCTION in FORCE



(If Step 1 is not available, proceed to Step 2)



(If SECOND STEP is not available PROCEED to THIRD STEP)
 (If THIRD STEP is not available PROCEED to FOURTH STEP)
 (If the FOURTH STEP is not available, proceed to FINAL STEP)

Final Step

Bump the least senior down through the Classification Series or to a position listed on the right of the series to retain salary and level of benefits closest to what they currently have. First to the position with the same or less hours, if none available, then to a position with more hours. If there is no less senior employee, then placed on RIF List.

You can only bump up in hours to retain level of benefits
 Level of benefits includes Health/Life and Vacation Time

6.7.3b The last employee on the seniority list in a classification will go on the layoff list. If an affected employee in an eliminated position or one who has been bumped does not in turn choose to bump the least senior employee in his/her classification, that employee will automatically be placed on the layoff/recall list.

6.7.3c An employee on layoff shall be notified of job vacancies for which the employee is eligible. If the employee meets the qualifications and desires that vacant position, the employee on layoff shall be hired before any person outside the system.

6.7.3d A RIFed employee bumping into or after applying for and accepting a position in a lower paying classification will automatically place the employee on his/her present step in the new classification. An employee who returns to a lower classification that he/she previously held, shall return to the highest experience step attained in that prior/lower classification or his/her current step whichever is higher.

However, if the employee ever returns to the higher classification he/she previously held, he/she will be placed on the step of the salary schedule he/she was on at the time prior to accepting a position in a lower paying classification.

6.7.3e In refilling vacancies caused by layoffs, employees shall be recalled in the reverse order of layoff.

However, the vacant position shall be posted so as to permit employees to apply for the vacancy as a lateral transfer. If no employee applies, the most senior employee on the recall list, if any, in that job classification, will be offered the position regardless of the number of weeks per year or hours per day. If a non-RIFed employee applies for and is awarded the lateral transfer, the position he/she vacated will be offered to the most senior employee, if any, in that job classification who is on the recall list provided the position does not exceed the annual hours of the position they were RIFed from. If there is no such employee on the recall list, the vacancy will be filled in accordance with the procedures set forth in Article 6.5.

If an extended vacancy (one of at least two weeks) occurs while a bus driver is on lay off, the employer will recall a bus driver instead of using an on call.

6.7.3f A person on layoff shall maintain their recall rights for a period of two (2) years from the date of layoff. An employee shall maintain his/her recall rights for a period of three (3) years from the date of layoff as long as such employee maintains employment with the Parma City Schools.

If such employee was in a trial or probationary period at the time of his/her layoff and is recalled to the same classification within a year, such employee must complete the remainder of the trial or probationary period. Trial or probationary employees returning to a different classification or returning after a year must begin a new trial/probationary period.

6.7.3g While on layoff, the employee shall keep the Board informed as to current mailing address and telephone number.

6.7.3h An employee may be removed from the recall list if he/she:

1. Waives his/her recall rights in writing.
2. Resigns.
3. Fails to accept recall to a position in the Classification from which he/she had been laid off within seven (7) calendar days after notification, or
4. Fails to accept recall or report to work within ten (10) working days after sending of the notice of recall by certified mail unless verbal notification of sickness or injury has been provided to the Employer within the ten (10) working days. Such verbal notification will be followed by written documentation from a physician within thirty (30) calendar days.

6.7.3i An employee on layoff, shall be permitted to continue his/her insurance benefits, at Board expense, for the remainder of that month that his/her layoff takes effect, plus one more month.

6.7.3j The Board shall notify the applicable Union President and affected employee/employees as soon as possible but not later than fourteen (14) calendar days in writing in advance of the effective date of a RIF.

6.8 Classification Seniority - Nonbargaining Unit

Any employee who leaves the bargaining unit but maintains unbroken employment with the Parma City Schools shall continue to accumulate his/her last classification seniority up to a maximum of ninety (90) work days should said employee return to that classification in the bargaining unit.

6.9 Disciplinary Procedures

6.9.1 The Union and Board hereby agree that these disciplinary procedures will be the exclusive and sole procedure to be utilized in the discipline of any employee and shall prevail over any Civil Service Laws regarding disciplinary action. The Union and Board further agree that any dispute regarding the use of or interpretation of these disciplinary procedures will be subject to appeal only through the internal Grievance Procedure (Article 5) contained within this negotiated agreement. Therefore, neither the local Civil Service Commission nor the State Personnel Board of Review will have any jurisdiction to hear any appeals relating to any actions taken under this article.

6.9.2 Employees who have completed their probationary period will not be disciplined under the following procedures without just cause and will be afforded their due process rights.

Any employee disciplined under this article will have the right to have a written rebuttal attached to any disciplinary documents placed in his/her personnel file. Further, an employee shall be required to sign any written warning/reprimand, but his/her signature shall only indicate that he/she has been given the written warning/reprimand and shall not be interpreted as the employee agreeing with such warning/reprimand.

Offenses that are of a minor nature shall progress through the following procedures (first, second, third offense).

6.9.2a For a first offense, an employee may be issued an “oral” warning. A written record documenting that an oral warning has been issued may be placed in the employee’s personnel file.

6.9.2b For a second offense, an employee will be issued a written warning/reprimand which will be placed in his/her personnel file.

6.9.2c For a third offense, an employee may be suspended, without pay, for up to five (5) working days or may be recommended for termination by the administration.

6.9.2d Offenses of a more serious nature (e.g. theft, substance abuse, abuse of students, refusal of a direct order, absence without leave, disruption of district operations, operating a district vehicle without a valid license, etc.) or if an employee poses a danger to himself/herself, other persons or

Board property, such actions may result in discipline, up to and including termination, without regard to previous reprimands or disciplines. In such instances, the Business Manager, Superintendent or their designee may suspend the employee with pay pending an administrative hearing.

6.9.2e Disciplinary hearings will be conducted under the following procedures:

1. The disciplinary hearing will be conducted by the Business Manager, or the Superintendent or their designee.
2. The employee will be given a written notice, with a copy to the applicable Union President, setting forth the time and place of the hearing and sufficient reasons for the hearing. Such hearing shall be scheduled as soon as possible, with the employee being given at least forty-eight (48) hours notice of the hearing. Within seventy-two (72) hours after the conclusion of the hearing, the employee will receive a written notice of the administration's decision, with a copy provided to the applicable Union President.
3. The employee shall have the right to have a Union representative, appointed by the applicable local President, present at the hearing.

6.9.2f In determining whether to discipline and what is the appropriate discipline, the Board will not consider any previous written discipline or referral to previous discipline in the employee's records that date past four (4) years of paid service time from the date of the event for which the current discipline is being considered. Exceptions to this four (4) year limitation include past instances of harassment, stalking, conduct involving drug or alcohol abuse, violence, improper touching of students, use of weapons, or any matter for which the bargaining unit member has signed a last chance agreement.

6.10 Personnel Files

Prior to placing any material concerning an employee's performance in the personnel file kept at the Administration Building, a copy shall be forwarded to that employee.

Employees shall have the opportunity to reply to material in his/her personnel file by attaching a written statement to the file copy.

Upon written request to Human Resources, all material in the employee's file pursuant to Section 1347.08 and 1347.09 of the Ohio Revised Code shall be duplicated and presented to said employee within twenty-four (24) hours of the request being received by the Personnel Office.

If the employee requests immediate duplicates, there will be a charge of twenty-five (\$.25) cents per page for duplicate copies. The copies shall be ready for the employee at the conclusion of his/her workday.

If a member of the public requests information from an employee's personnel file, the employee will be notified that the request has been made.

6.11 All para-professionals on Salary Schedules IV or E must either pass the written test or meet the educational requirements of the "No Child Left Behind Act" by June 30, 2006. All newly hired and transferred employees must meet the above requirements at the time of hire or transfer. The Board will pay the cost of the test for those employees taking and passing the test. Such payment shall include all employees passing the test prior to the execution date of this Agreement. Any paraprofessional covered by this requirement who does not satisfy this requirement by the amended date shall not be employed as a paraprofessional by the Board subsequent to June 30, 2006.

6.12 Computer Access- Members of the bargaining unit shall be provided reasonable access to school computers in order to access District communications.

ARTICLE 7 – PAY PROCEDURES

7.1 Payday

All employees will be paid every other Friday. If a payday occurs on a day when schools are not in session, the Board may either submit such pay to the classified staff the last day in session or mail the check so that the employee will receive said pay on the due date. Employees may make arrangements with the Payroll Department no later than two (2) days prior to payday to pick up their checks.

7.1.1. Effective July 1, 2001, the pay for employees in the bargaining unit shall be provided under the following conditions:

- a. All employees shall have mandatory direct deposit thirty (30) days after ratification of this agreement. Employees shall have the option of being paid by electronic transfer directly into the PSE Credit Union and/or any financial institution that is a member of the ACH (Automatic Clearing House) and can accept wire transfer. Direct deposit will be initiated upon notification to the Treasurer through submission of a direct deposit form and one (1) voided check (if direct deposit is to a checking account) or a statement from a financial institution showing the proper coding, routing, transfer and account numbers if the direct deposit is into an account other than a checking account. Any change in the financial institution during the year shall not be implemented until the first pay date following a fourteen (14) calendar day period of the request for change. The Treasurer will make such direct deposit on the same day that payroll checks would have been issued to members of the bargaining unit and will follow the guidelines and procedures of the Federal Reserve and ACH in order to comply with Article 7.1.
- b. Any exception to the employee's regular pay resulting in a pay deduction shall be made in the paycheck for the pay period in which the exception (absence) occurs. Any exception to the employee's regular pay resulting in an addition, for the second week of the pay period, will be paid to the

employee two (2) weeks after the end of the pay period in which the exception occurs. Employee's regular pay and exceptions resulting to an addition, for the first week of the pay, will continue in accordance with present practice.

- c. Incremental pay and longevity increments will be paid to all employees on July 1 each year once they meet the eligibility requirements. The employee must have one hundred twenty (120) days in active pay status prior to July 1 of each year to be eligible for the increment or the longevity increment.

7.2 Salary Schedule

The salary schedules for all employees covered by this contract will be made a part of this contract and will be called Appendix A.

7.3 Payment of longevity increments, where applicable, will be computed from an employee's anniversary date of employment. Employees shall receive their longevity increments on July 1 of each year once they meet the eligibility requirements. The employee must have one hundred twenty (120) days in active pay status prior to July 1 of each year to be eligible for the longevity increment.

7.4 Probation Rate

Each new employee will be moved to Step I on the salary schedule upon successful completion of the probationary period.

7.5 Schedule Placement

7.5.1 Employees shall be paid the appropriate rate of pay according to the classification series and step on the appropriate salary schedule. Salary schedule steps are calculated to mean years of uninterrupted service to the school district in the classification series.

7.5.2 Step Increments within Classifications: For purposes of eligibility for salary schedule step advancement to a classified position, a year of service shall be defined as:

7.5.2a For all employees, 120 days or more on active pay status since the employee's last step increment date.)

If the employee does not have the required days (120) in active pay status, then the increment will not be granted until the next year's increment date. Employees shall receive their increment on July 1 each year.

The employee must have one hundred twenty (120) days in active pay status prior to July 1 of each year to be eligible for the increment.

7.6 Appropriate Rate of Pay

Salaries shall have the option to have their regular pay prorated over twenty-six (26) pays. Any employee choosing this option shall notify the Treasurer in writing, no later

than August 1 of any year to be effective that following school year. Once the employee has selected this twenty-six (26) pay option, such selection shall remain in effect unless the employee notifies the Treasurer, in writing, prior to August 1 of any year that he/she wishes to revoke this option.

For the purpose of this provision it is understood that no section of this article shall pertain to 6.6, 6.7.1, 6.7.2, or 6.7.3.

7.6.1 Employees shall receive the appropriate rate of pay for the classification in which they are working.

7.6.2 When an employee is on temporary assignment, that employee shall receive the appropriate rate of pay for that assignment effective the first day of the temporary assignment.

7.6.3 When an employee moves to a higher classification within a series, that employee shall remain on the same step level as previously held.

Exceptions to this provision are:

D-1 to D-2

CF-1, 2, 3 or 4 to CF 5 or 6

For purposes of this provision only, (salary schedule placement), the following positions will be combined into one series:

C-8 Senior High Custodian

C-6 Junior High Custodian

C-5 Elementary Custodian

C-4 Assistant Custodian

M-7 Maintenance Working Foreman (MWF)

M-7 Skilled Maintenance

Byers Field Attendant

M-2 Maintenance

M-1 Laborer

Therefore, with the exceptions as noted, salary schedule placement shall be calculated as established in 7.6.4.

7.6.4 When an employee changes series within a division, placement on the salary schedule shall be calculated by finding the equal or next higher hourly rate on the new classification salary schedule.

7.6.5 When an employee changes divisions, salary schedule placement shall be at the base rate for the new classification.

7.7 Credit Union/Check Deposit

All employees are eligible to join the PSE Credit Union. The Credit Union Office is located at 5255 Regency Drive. For further details, contact their office. Employees shall have the right to have their paycheck deposited in the PSE Credit Union. In order to implement this option, the employee shall notify the Treasurer's office no later than August 1 of any year to be effective that following school year. Once the employee has selected this option, such selection shall remain in effect from year to year unless the employee notifies the Treasurer, in writing, prior to August 1 of any year, that he/she wishes to revoke this option. New employees may select this option, but must do so within ten (10) days of initial employment.

7.8 Tax-Sheltering of Employee SERS Contribution

The salaries of all classified employees shall be reduced by an amount equivalent to their SERS contributions as provided by law.

The Board of Education shall forward such contributions to the SERS, although these contributions will be designated as employee contributions for SERS purposes. It is understood that they are being forwarded by the Board in lieu of contributions otherwise taxable by the employee.

It is further agreed that in the event such Board-paid contributions are determined to be taxable to the employee by IRS or other taxing authority, or determined to be illegal by any board, agency, or court of competent jurisdiction, the Board of Education shall discontinue forwarding such contributions and adjust the salaries by the amount of such contributions.

7.9 Use of Personal Automobile

A classified staff member using a personal automobile for travel between buildings as part of his/her regular assignment shall be compensated at the IRS mileage rate applicable on January 1st of each school year.

The mileage approval form must be completed and prior approval obtained (except emergencies) from Human Resources or the Principal.

Employees will not be required to transport Board owned equipment in their personal vehicle. Employees can be required to transport Board owned equipment in school approved vehicles. If Board owned tools are lost or stolen from an employee's personal vehicle, the Board will replace such tools.

ARTICLE 8 – HOURS OF WORK AND PREMIUM PAY

8.1 Work Schedule

The regular work week shall consist of five (5) consecutive work days.

8.1.1 In the event the Board necessitates a change of schedule, such change shall be effective only after ten (10) working days notice to the employee and the Union.

8.1.2 Overtime opportunities shall be offered on a rotating basis to employees within a classification who are qualified to do the work.

8.1.3 Hours will not be deliberately withheld from a scheduled forty (40) hour week to avoid overtime.

8.1.4 Call In Time - Any employee called in to work for non-scheduled/emergency work shall receive a minimum of three (3) hours pay.

8.1.5 For purposes of determining overtime; overtime will be based on actual hours worked except for Holidays and Calamity days which shall be considered as hours worked.

8.2 Lunch Time

All regular full-time employees shall be entitled to not less than one-half (1/2) hour uninterrupted lunch period. Cleaners who work less than eight (8) hours per day will work their assigned time without a lunch break.

8.2.1 In the event an employee is prevented from taking an uninterrupted lunch period, the employee will receive pay for the portion of the lunch period in which he/she was required to work.

8.3 Break

All employees who work at least 6.5 consecutive hours are entitled to a fifteen (15) minute break in the A.M. and P.M. Short-hour employees working less than 6.5 consecutive hours, but at least four (4) hours, will be entitled to one such break.

8.4 Premium Rates of Pay

Employees working according to the below-listed situations will be entitled to pay at the rate of time-and-one-half (1-1/2).

8.4.1 All hours over forty (40) hours in a week (as per Article 8.1.5).

8.4.2 All hours worked between Midnight and the beginning of the employee's regular shift, but not later than 7:30 a.m. during which time an employee is required to plow snow and for related services.

8.4.3 All employees whose work week begins on Monday and are required to work Saturday or Sunday will be paid at the rate of time-and-one-half (1-1/2), whether they have actually worked forty (40) hours or not.

Employees cannot receive overtime pay on top of overtime pay or on top of premium pay (pyramiding). If an employee is on overtime, he/she shall receive only the overtime pay (time and one half) and under no circumstances shall any employee receive double time (except on holidays as set forth in Article 10.4) or triple time pay.

8.4.4 Compensatory Time – Employees that are offered compensatory time may opt to accept it or not. All compensatory time will be at the applicable rate of pay (straight time or time and one half for overtime).

Compensatory time shall be granted, whenever possible, during the pay period in which the extra time was worked, however no later than the succeeding pay period. If the compensatory time is not taken within two (2) pay periods said employee(s) will receive the pay in their next paycheck.

8.4.5 Secretaries, clerks and cafeteria employees will not be required to take work home to do on their own time without compensation. However, compensation will not be paid for hours worked outside of the employee's assigned work schedule unless the work was required and approved by the employee's immediate supervisor in advance.

ARTICLE 9 – ABSENCES AND LEAVES

9.1 Sick Leave

Each employee shall be entitled to sick leave accumulated at the rate of fifteen (15) days per year of service, computed to one and one quarter (1-1/4) days per month and prorated to his/her scheduled work day. All sick leave will be paid at the rate of loss incurred while absent.

Hours of accumulated sick leave shall be reported on the employee's pay stub. An employee may claim a minimum of one (1) hour of sick leave usage.

9.1.1 Sick Leave Bank

OAPSE and Administration agree to establish a Sick Leave Bank committee to establish guidelines.

In the event an employee requires leave due to a life-threatening illness or injury, and the employee has exhausted his/her sick leave, the Union and administration will meet to discuss possible alternatives, including the donation of sick leave days by other bargaining unit members. Each situation will be discussed and addressed on a case-by-case basis.

9.2 Acceptable reasons for the use of sick leave are:

- 9.2.1 Personal illness
 - Exposure to contagious disease
 - Pregnancy Disability
 - Personal injury
 - Illness or injury in the immediate family

For the purposes listed above, immediate family shall be interpreted to include father, mother, husband, wife, child, or any member of the family or household who lives in the same house and is dependent upon the employee as per requirements under the rules and regulations of the Internal Revenue Service. A doctor's verification is required for absences pertaining to the grandparents and/or in-laws.

9.2.2 Death in the immediate family

For the purpose listed above, immediate family shall be interpreted to include father, mother, grandfather, grandmother, brother, sister, husband, wife, child, grandchild, in-laws (mother, father, sister, brother, son, daughter) or any member of the family or household who lives in the same house and is dependent upon the employee as per requirements under the rules and regulations of the Internal Revenue Service. Bereavement time shall be limited not to exceed 10 work days.

9.3 Documentation of sick leave

9.3.1 An employee absent for more than three (3) consecutive work days must supply a physician's note to be eligible for paid sick leave, unless waived by the Employer.

9.3.2 If an employee fails to submit adequate proof of illness, injury or death of an immediate family member upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Board, at its reasonable discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Board's discretion, be considered an unauthorized leave and shall be without pay.

9.3.3 Any abuse of patterned use of sick leave shall be just and sufficient cause for disciplinary action, up to and including termination.

9.3.4 The Board may require an employee who has been absent for more than ten (10) consecutive work days, due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid by the Board, to establish that he/she is not disabled from the performance of his/her duties and that his/her return to duty will not jeopardize the health and safety of other employees or children.

9.3.5 Medical appointments should be scheduled during non-working time if possible. Sick leave may be used for a doctor's appointment if notice is given to management at least one (1) day prior to the appointment. In an emergency situation, a doctor appointment can be made the same day and verification of the appointment will be required.

9.4 Accumulation of Sick Leave

The maximum number of sick leave days accumulated shall be unlimited.

9.5 Transfer of Sick Leave

An employee who has prior employment with an Ohio public agency, providing that such employment has been within ten (10) years from the time of employment with the Parma City School District, may transfer his/her unused sick leave. To receive such credit, the new employee shall present to the Treasurer a certificate from the public agency in Ohio for which he/she was most recently employed. Such certificates shall indicate the amount of unused sick leave accrued by the employee and not paid as severance pay at the time of separation of employment from the agency per Revised Code Sections 3319.141 and 124.39.

9.6 Long-Term Leave of Absence

9.6.1 Parental Leave

A parental leave of absence without pay may be granted by the school district for up to one (1) year for child care or adoption of a child. Upon approval by the Board, the leave may be extended to not more than one (1) additional year.

Individuals on long-term leave may continue all group insurance coverage available through the Board of Education by reimbursing the Board for premium costs until termination of leave. Failure of the individuals to forward premium payments to the Board at the stipulated times will terminate this option.

The Board will return the individual to a comparable assignment (same total hours, same job classification, appropriate wage schedule placement) to that held before going on long-term leave, unless the employee otherwise would have been laid off or reassigned even if he/she had not gone on leave. Any person returning from leave shall not be entitled to advancement on the salary schedule for the period of absence, unless they have actually worked sufficient days to qualify under Section 7.5. Sick leave shall not accrue during time on unpaid leave unless otherwise required by law.

9.6.2 Other Leave

A long-term leave of absence without pay may be granted by the school district for up to one (1) year for family obligations.

Individuals on long-term leave may continue all group insurance coverage available through the Board of Education by reimbursing the Board for premium costs until termination of leave. Failure of the individuals to forward premium payments to the Board at the stipulated times will terminate this option.

The Board will return the individual to a comparable assignment (same total hours, same job classification, appropriate wage schedule placement) to that held before going on long-term leave, unless the employee otherwise would have been laid off or reassigned even if he/she had not gone on leave. Any person returning from leave shall not be entitled to advancement on the salary schedule for the period of absence, unless they have actually worked sufficient days to qualify under Section 7.5. Sick leave shall not accrue during time on unpaid leave unless otherwise required by law.

9.7 Personal Leave

Up to three (3) days of paid personal leave each year (July 1 through June 30) will be granted each employee in accordance with the provisions as set forth in O.R.C. 3319.142. For new employees only, those employees beginning service in Parma between July 1 and October 31 will be granted up to three (3) days of personal leave. Those new employees beginning service November 1 through January 31 will be granted up to two (2) days of personal leave and those employees beginning service February 1 or later of any school year will receive no personal leave days.

July 1 - October 31 - 3 days
November 1 - January 31 - 2 days
February 1 - thereafter - 0 days

The following options selected by May 1 of each year may be implemented for unused personal leave days:

A. Transfer unused personal leave days to the employee's accumulated sick leave days at the end of each school year. Option "A" will be automatically implemented if the employee does not select options "B" or "C" below:

B. Carryover up to three (3) personal leave days; or

C. Be compensated at the following rate for unused personal leave at the end of each school year:

One-half (1/2) the employee's average daily rate of pay per accrued day up to three (3) days.

D. Effective with the start of the 2012-2013 school year the personal leave carry-over option will be eliminated. The following options selected by May 1, 2012 and thereafter may be implemented for unused personal leave days:

1. Transfer unused personal days to the employee's accumulated sick leave at the end of each school year. This option will be automatically implemented if the employee does not select the option to be compensated for unused personal leave days.
2. The employee be compensated at the following rate for unused personal leave at the end of each school year; One – half (1/2) the employee's average daily rate of pay per accrued day up to three (3) days.
3. Employees who are currently laid off and have more than three (3) personal leave days accumulated shall be entitled to be paid off as described in paragraph 9.7.C or maintain the accumulated days for the 2010-2011 school year.

Abuse of personal leave shall constitute just cause for disciplinary action.

Personal leave shall be granted to transact necessary personal business or attend to affairs of a personal nature which are not covered by sick leave policy.

Probationary employees shall not be entitled to accumulate nor use personal leave during their probationary period. The exception to this provision shall be those employees who accept a promotion who shall continue to be entitled to personal leave as set forth in this article.

The maximum number of employees that will be allowed to use personal leave on any given day can be restricted by the employee's immediate supervisor when necessary due to valid operational considerations.

Personal leave shall include but not be limited to the following:

9.8 Personal leave is not to be used to extend holidays or recesses or for childcare; the pursuit of sporting or recreational interests, hobbies or avocations, or to seek or engage in gainful employment; shopping or such activities as yard maintenance or to provide vacation. Requests for personal leave during the first or last five (5) school days of the students' scheduled school year must specify the reason for such leave.

9.8.1 A personal leave day is the same as the employee's normally scheduled workday. A minimum of one-half day can be requested prorated according to the normal workday.

9.8.2 Requests for a single personal leave day need not specify the reason and shall be submitted to the supervisor at least three (3) days prior to leave.

9.8.3 Requests for two (2) or three (3) consecutive days of personal leave must specify the reason and shall be submitted at least three (3) days prior to leave.

9.8.4 Where an emergency exists, a request may be submitted with less than the above-mentioned time schedule if the specific reason for leave is stipulated.

9.9 Jury Duty/Court Appearance Leave

In all cases where employees are summoned to appear before the court or a grand jury and in cases in which they are neither the petitioner nor the defendant, they shall be paid their regular rate of pay for the days required.

9.10 Assault Leave

An employee will be eligible for assault leave when it is clearly established that such absence has directly resulted from a physical assault occurring during the course of Board employment on school grounds, during school hours, or at school sponsored functions at which attendance is required. Full pay status under Assault Leave can be granted up to a maximum of thirty (30) days.

Before assault leave compensation will be provided, an assault report with the appropriate law enforcement agency must be filed within seventy-two (72) hours of the alleged assault. This period may be extended if the extent of the employee's injuries preclude filing a timely report. However, if the assault occurs, which is caused by a student whose behavior is a manifestation of his/her disability, the employee may not be required to file such a report as determined by the administration.

Such eligibility shall be determined by the Superintendent or designee and will be based on a signed statement on the appropriate form which shall include, but not be limited to, the following:

- (a) Nature of the injury.
- (b) Date and time of occurrence.
- (c) Identification of the individual or individuals causing the assault, if known.
- (d) Facts and circumstances surrounding the assault.

(e) A certificate from a licensed physician describing the nature of the injury sustained causing absence. However, the Board has the explicit right to require the employee to see a Board appointed physician, at the Board expense, to obtain a second opinion regarding the severity of the injury and the necessary leave time.

(f) A statement indicating a willingness to participate and cooperate with the Board of Education if the Board decides to pursue legal action against the assaulter(s).

Such payment under Assault Leave is to be in lieu of any per diem income from Workers' Compensation. Following such leave, the employee shall be returned to duty provided he/she is physically fit to assume normal responsibilities, has not resigned, or become eligible for disability retirement. Such determination shall be made by the Superintendent or designee, based on the opinion of the employee's licensed physician. Falsification of the signed statement to determine eligibility for assault leave benefits or the physician's certificate is grounds for suspension or termination of employment.

The Board will support and cooperate with any employee who uses reasonable force in restraining a student who is causing or threatening to cause harm to another person.

9.11 Military Leave

Any employee who is called into the armed services of the United States or who is activated as a member of the reserve forces or enlists during a period of time when this country is actively engaged in an open hostility involving active acts of warfare shall be granted a leave of absence without pay for the period of such absence.

The Board agrees to maintain the same level of benefits for the family of the employee for two (2) months, or to the end of the school year, whichever is longer.

Requests for military leave shall be submitted to the Business Manager in writing, accompanied by official orders for induction.

Upon release from active service with a discharge other than dishonorable, the employee shall be reinstated in a comparable position to the one held at the time of induction, if application for reinstatement is made within ninety (90) days of discharge.

Upon such application, the employee shall be reemployed no later than the first of the next school semester if the application is made at least thirty (30) days prior to the beginning of the school semester.

Full credit on the salary schedule for each calendar year or portion thereof spent in such military service will be granted to those leaving the Parma Board of Education and returning thereto. Employees returning following military leave will be given the same status as was held prior to the leave.

The rights under this policy will terminate upon any voluntary extension of such military service.

Employees who are members of the Ohio National Guard, Naval Militia, or Officers Reserve Corps shall be entitled to leaves of absence without loss of pay for such time as they are in military service or training duty under the orders of the Governor as the Commander in Chief, in the case of the National Guard and the Naval Militia, or competent authority, in the case of the Officers Reserve Corps, for periods not to exceed thirty-one (31) days in any one calendar year.

ARTICLE 10 – PAID HOLIDAYS

10.1 Eleven (11) and twelve (12) month employees:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day (only 12 month employees)
- Christmas Day
- New Year's Eve Day (only 12 month employees)

10.2 Nine (9) and ten (10) month employees:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

10.2.1 Nine (9) and ten (10) month employees shall receive holiday pay for Independence Day when he/she works the day before and the day after such holiday.

10.3 In order to qualify for holiday pay, an employee must accrue earnings on the last regularly scheduled workday preceding and following the holiday.

10.4 All work performed on a holiday will be compensated at time and one-half in addition to the employee's regular rate of pay.

ARTICLE 11 – VACATIONS

11.1 All regular fifty-two (52) week employees plus salaried secretaries, salaried clerks, and salaried cafeteria managers will be entitled to paid vacation following completion of one (1) full year's service with the Board. The vacation year shall begin on July 1 and end on June 30. On July 1, following one (1) full year of service, vacation time will be prorated to bring new employee up to date.

11.2 Earned Vacation Days (Per Year)

<u>Weeks Worked</u>	<u>After Completion of:</u>					
	<u>1</u> <u>YR.</u>	<u>5</u> <u>YR.</u>	<u>7</u> <u>YR.</u>	<u>10</u> <u>YR.</u>	<u>12</u> <u>YR.</u>	<u>15</u> <u>YR.</u>
46-Wk. Employees	0	4.5	6	9	11	13.5
52-Wk. Employees	10	15	17	20	22	25

11.3 Salaried secretaries and salaried clerks in the 38-42 week category hired prior to February 18, 1992 and Cafeteria Managers Hired as Cafeteria Managers prior to January 1, 1991, will continue to be eligible for vacation as outlined in Article 11.4. Salaried secretaries and salaried clerks in the 38-42 category hired after February 18, 1992 and Cafeteria Managers hired after January 1, 1991, will not be eligible for the vacation schedule as set forth in Article 11.4.

11.4 Earned Vacation Days (Per Year)

<u>Weeks Worked</u>	<u>After Completion of:</u>			
	<u>1</u> <u>YR.</u>	<u>5</u> <u>YR.</u>	<u>10</u> <u>YR.</u>	<u>15</u> <u>YR.</u>
38-Wk. Employees	0	4	8	12
40-Wk. Employees	0	4	8	12
41-Wk. Employees	0	4	8	12
42-Wk. Employees	0	4	8	12

11.5 Upon separation from employment an employee is entitled to the prorated share of vacation earned in that year (if the employee has completed at least one [1] year of service) as provided in Section 3319.084 of the Ohio Revised Code.

11.6 Requests for vacation days must be submitted at least five (5) days in advance and must be approved in advance by the employee's immediate supervisor. In emergency circumstances, employees may request vacation days with less than five (5) days notice. Vacation time must be taken in no less than two (2) hour segments.

ARTICLE 12 – IN-SERVICE

12.1 In-service

All in-service courses, as determined by the Administration and/or State law as mandatory, shall be held during the employees' normal working hours or may be held on regularly scheduled in-service days. All Media Assistants shall be given in-service training on audio / computer equipment regarding its use and maintenance. The administration may require employees to attend training on at least one of the scheduled in-service days. The administration shall provide no less than five (5) working day notice for all training. Employees attending in-service courses with prior written approval by the building principal, or Superintendent's designee if applicable, at a time other than their normal work hours shall be paid at their regular, straight time rate of pay for attendance at such courses providing they successfully complete the course.

All expenses incurred for in-service courses such as instructors' fees or books shall be paid by the Board.

12.1.1 The Wednesday before Thanksgiving shall be addressed in the following manner:

12.1.1a All 52-week salaried employees, except those required to work evening parent teacher conferences shall be scheduled to work. For all non 52-week hourly employees the Wednesday before Thanksgiving shall be addressed in the following manner:

12.1.1b Cleaners will be offered work in a building, not necessarily their own, for the same number of hours they normally work each day (not necessarily their normal work schedule) or take unpaid time off and shall not lose holiday pay.

12.1.1c Cafeteria will be offered work in a cafeteria, not necessarily their own for the same number of hours they normally work each day (not necessarily their normal work schedule) or take unpaid time off and shall not lose holiday pay.

12.1.1d Transportation:
Employees who have a parochial route shall work and will receive their AM-PM guaranteed time. All other transportation employees shall be assigned to attend the in-service training and/or work unless the employee opts to take unpaid time off and shall not lose holiday pay. If the in-service training results in less time than that guaranteed to the driver on his/her normal work day, such driver shall have the option of making-up the lost time by performing work as assigned by the transportation supervisor.

If the in-service training results in more hours than the parochial guaranteed time, the driver running the parochial routes shall have the option to work the difference in time performing work as assigned by the transportation supervisor in order to make-up the lost time.

12.1.1 e Local #160

1. All 52-week salaried employees and all non 52-week salaried employees who are not assigned to buildings when parent teacher conferences are scheduled represented by Local 160 shall be assigned to work, or may opt to take unpaid

time off. If the employee takes unpaid time off, such unpaid time off shall not affect the employee's holiday pay. If the employee opts to take unpaid time off, he/she shall so inform the administration no later than November 15th of each year.

2. All 52-week High School Secretaries, non 52-week salaried employees assigned to buildings where evening parent teacher conferences are scheduled, plus hourly clerks and media assistants shall be assigned to work the two evening Parent-Teacher conferences in lieu of working the Wednesday before Thanksgiving or may opt to take unpaid time off. If the employee takes unpaid time off, such unpaid time off shall not affect the employee's holiday pay.
3. Hourly employees represented by Local 160, with the exception of those mentioned above are not scheduled to work the day before Thanksgiving, which will not effect their holiday pay.
4. If any other employee is required by a building principal to attend parent/teacher conferences, such employee will not be required to work the Wednesday before Thanksgiving unless the employee states that a personal obligation prohibits him/her from attending the parent/teacher conferences. If the employee does not attend the parent/teacher conferences due to a personal obligation, said employee will be docked an amount of time equal to their regular schedule for one day and must then adhere to the provisions of section 1 and 2 above. Any employee who does not attend the parent/teacher conferences or in-service training will not be paid for such time.

12.2 Staff Development

To be eligible, an individual must work a minimum of twenty (20) hours per week. To qualify, such participation must be done outside of working hours. To receive reimbursement, prior approval must be secured from the Business Manager for seminars, workshops, continuing education courses, or college accredited courses which are job related. Said employee shall submit, in writing, a letter to the Business Manager with a copy to his/her immediate supervisor requesting approval for the course of study for which he/she wishes to receive compensation. A maximum payment to any one (1) individual will not exceed one hundred (\$100.00) dollars during any one fiscal year beginning July 1 and ending June 30 to cover tuition, registration fees, or cost of books and supplies. A record of such participation will become part of the employee's personnel file.

A nominal fee of one (\$1.00) dollar will be charged to classified employees who wish to enroll in adult evening classes. The evening classes shall be limited to no more than two (2) classified employees per class session. Such enrollment shall be based on first come, first served.

12.3 Professional Day

All employees with four (4) or more years of experience in the system will be entitled to one (1) floating professional day each year. The total number of such professional days which

may be approved in any year shall not exceed ten (10%) percent of the total professional days for all employees in any one (1) year.

The employee shall submit the Employee's Request To Be Absent form to his/her immediate supervisor/department head for approval prior to the day required.

In order to receive payment, the employee shall submit verification of attendance at the professional meeting.

ARTICLE 13 – RETIREMENT/SEVERANCE PAY

13.1 Provisions

Employees who retire from active service in the Parma City Schools may elect to be paid in cash for sick leave accumulated and unused at the time of retirement on the following basis:

13.1.1 The following will be used to determine payment for sick leave accumulated and unused at the time of retirement.

Upon written application to the Treasurer, those employees with accumulated and unused sick leave at the time of retirement will be paid a sum equal to the value of the percentage set forth below.

0-100 days at 30%	= +	30 days maximum
101-146 days at 50%	= +	22.5 days maximum
147-197 days at 75%	= +	37.5 days maximum
198-242 days at 100%	= +	44.0 days maximum
TOTAL	=	134 days maximum

13.1.2 Such payment shall be based on the employee's daily rate of pay at the time of retirement. Payment of sick leave on this basis shall be considered to eliminate all sick leave credit accrued to the employee. Such payment shall be made only once to any employee.

13.1.3 Any employee who severs employment with the district other than retirement and has at least fourteen (14) years of service at no less than three (3) hours per day may elect to receive a lump cash payment as outlined in 13.1.1. Payment of sick leave on this basis shall be considered to eliminate all sick leave credit accrued to the employee. Such payment shall be made only once to any employee.

13.1.4 The beneficiary of any employee who dies prior to retirement shall be eligible to receive the benefits as outlined in 13.1.1.

13.1.5 Any employee who severs employment in the district shall be notified in writing by the Treasurer of the eligibility for and the right to receive the commuted sick leave benefits.

ARTICLE 14 – CAFETERIA PROVISIONS

14.1 No cafeteria kitchen or kitchen equipment within the Parma City Schools will be utilized without an authorized cafeteria employee or administrative supervisory employee present.

14.2 Cafeteria Uniforms

Each cafeteria employee shall receive two (2) uniforms yearly and shall be required to wear the standardized uniform while on duty. Hairnets will be worn at all times, unless specifically excepted.

14.3 Cafeteria employees will be paid at the rate of time-and-one-half (1-1/2) their regular rate of pay for working morning and evening banquets/dinners or special functions held in the Parma City Schools' Cafeterias and any other special events outside normal working hours.

14.4 The Board will provide a Type A lunch for all cafeteria employees wishing to take advantage of it. Employees can purchase ala carte items at adult prices.

14.5 Cafeteria personnel who have acquired and maintain Ohio School Nutrition Association Certification will be given a two (2) percent wage adjustment.

14.6 If extra time is needed for preparing elementary products, end of the month inventory, or paperwork, extra time will be granted with the approval of the District Cafeteria Supervisor

14.7 Regular employees shall not be subject to substitute assignment for absent employees in a different building except by agreement of the employee.

14.8 In the event a cafeteria employee is absent, a substitute will be employed to fill in as soon as possible, but the position shall not be non-attended for more than two (2) days.

14.9 The cafeteria department will make every attempt to maintain a list of not less than ten (10) substitute employees.

14.10 Elementary attendants shall be reimbursed for doing their own laundry by getting one (1) hour extra time each first paid day of the month.

14.11 During the student final examination week(s) at each high school, the administration shall have the express right to restrict the number of employees assigned to work that specific week. If such restriction occurs, it shall be implemented on a seniority basis. However, any employee not assigned to work during the final examination week(s) at the high school(s) shall be offered the opportunity by seniority to substitute for an absent elementary or Jr. High employee during this time period prior to offering such elementary or Jr. High position to a non-bargaining unit substitute.

14.12 When cafeteria employees are needed for special functions, such positions will be posted in the kitchens at each building. Employees who are interested in working at these special functions shall so notify their immediate supervisor.

The immediate supervisor shall then offer the position(s) to the most senior employee(s) on a rotating basis at that building where the special function occurs and then to those interested employees district wide based upon seniority and on a rotating basis.

14.13 Regular secondary cafeteria employees who have been trained to substitute at the elementary level, shall be offered a substitution position in the elementary kitchens prior to offering such employment to a non-bargaining unit substitute. This will be done on a two (2) week seniority rotation basis.

In the event that there is a trained elementary substitute working in that school, they will be offered the opportunity to fill the position for a short term assignment (less than two (2) weeks). In a long term assignment (more than two (2) weeks), the seniority rotation schedule will begin. If there are no trained elementary substitutes available in the District, the position will then be offered to the other cafeteria employees (by seniority) in that school.

14.14 A cafeteria employee who provides training for elementary attendants shall receive up to one (1) additional hour of extra work on those days he/she trains other employees and shall be paid for the added hour at his/her regular hourly rate of pay.

14.15 On those days that elementary students are released early due to record keeping or for completion of grades by the teachers, field days or any other days that cafeteria services are not provided, the elementary cafeteria employee(s) who are not assigned to work at the elementary school will be offered any available substitution assignment at the middle school or high school on a seniority and rotation basis prior to offering such employment to a non-bargaining unit substitute.

14.16 Prior to the end of the school year, the District Cafeteria Supervisor will make every attempt to notify each cafeteria employee of any change in his/her following school year assignments.

ARTICLE 15 – TRANSPORTATION PROVISIONS

15.1 School Bus Driver Classification – Transportation:

Only classified school bus drivers will be allowed to operate any school bus or van owned or leased by the Parma City School District, and used for the purpose of transporting students. Any school district employee with a CDL and state certification or van certification can be utilized to drive school vehicles. Properly licensed monitors will be given the first opportunity to drive. Exceptions to the monitor preference will be made if one or more of the following conditions exist:

Extra trips utilizing a van which include an overnight stay as part of the trip.

Extra trips utilizing a van and which involve transportation of seven (7) or less students to any one (1) activity.

If management determines that a driver/monitor can not fulfill the duties as bid or assigned, management maintains the right to remove and reassign that driver/monitor.

15.2 Driver Requirements – Accident Reporting:

All bus drivers shall report any and all traffic citations while driving a Board owned or Board leased vehicle to the Transportation Director within twenty-four (24) hours of receipt of such citation and shall report any traffic conviction in any other vehicle within twenty-four (24) hours of such conviction.

15.3 Employment Guarantee – School Bus Driver:

Drivers with an employment date on or before February 1, 1999 will be guaranteed five and one-half (5 ½) hours of work for a.m. and p.m. routes once they have completed eight (8) years of service in the Parma City School District Transportation Department.

Drivers who have a five and one-half (5 ½) hour guarantee and who complete eight (8) years of service by September 1 shall bid on a 5 ½ hour or more selected routes to maintain their guarantee. This group of routes will include those runs that have been determined to be over five and one-half (5 ½) hours or those that have the potential of going over five and one-half (5 ½) hours.

Drivers who are employed on or before February 1, 1999 and who complete their eight (8) years of service after September 2 of the current school year, may bid on a five and one-half (5 ½) route as available and receive the 5 ½ hour guarantee for as long as they hold that route.

All drivers with less than eight (8) years of driving service in the Parma City School District and all drivers employed by the school district after February 1, 1999 will be guaranteed four and one-half (4 ½) hours of work for a.m. and p.m. routes. Effective with the August 2001 bid, the Parma City School District will maintain no less than ten (10) bid spare positions, with five (5) having a five and one-half (5 ½) hour guarantee. However, if there is a reduction in the transportation program, which would cause drivers to be laid off, then the number of bid spare positions shall be reduced to no less than six (6). A driver's a.m. and p.m. guarantee in conjunction with a mid-day bid cannot exceed eight (8) hours per day.

Drivers will be permitted fifteen (15) minutes to pre-trip their assigned vehicles with the appropriate amount of time being added to reach their first pickup.

Schedules for kindergarten, kindergarten spares, and midday shuttle routes will be guaranteed one and one-half (1 ½) hours of pay.

All kindergartens, Midday shuttle, and midday field trips are time over and above the a.m. and p.m. guarantee.

Bus monitors will be guaranteed the same a.m., p.m. and midday hours as the drivers they work with.

Bus monitors hired after September 18, 2006 will be required to obtain and maintain as a condition of employment a van endorsement and may be required to drive a van as necessary. They will be paid at the starting school bus driver's hourly rate for all hours worked driving a van. Monitors hired before the above mentioned date of this contract may choose to obtain a van endorsement as well.

15.4 Bidding Procedure – School Bus Driver/Monitor:

Classification seniority will apply only to the Transportation Department for bidding/bumping procedures and will be defined as the length of employment by an employee in a particular classification as computed from the employee's most recent date of entry into such classification. In the case of a reduction in force, Article 6.7 (RIF) will apply.

Drivers/Monitors must comply with all applicable federal and state regulations.

Any driver/monitor on an unpaid leave shall not continue to accrue transportation classification seniority for bidding purposes only unless such employee meets the seniority requirements set forth in Appendix B (120 days or more in active pay status = 1 year of seniority, etc.)

Any bus driver/monitor who does not pass the annual physical exam by August 1 of each year will not be allowed to bid in the August bid process. Such drivers/monitors who then pass their physical and return to work will be a spare driver with a guarantee as outlined in 15.3 and will be eligible to bid for routes, by seniority, as they become available.

The date of the bid and the general employee meeting will be established and posted two (2) weeks prior to the end of the preceding school year and will take into consideration both public and nonpublic start date calendars. On the day of the bid, drivers/monitors will be paid a guarantee of two (2) hours at the driver/monitor hourly rate.

No routes will be posted that do not begin within the first month of the school year.

On the day of the bid, employees shall report for the bid process fifteen (15) minutes prior to their scheduled bid time.

All routes for public, nonpublic, special education, kindergartens, shuttles, and all known transportation requirements will be posted for review one week prior to the announced bid dates or as soon thereafter as possible.

All routes will indicate a starting time, starting point, pickup and drop-off points, student names, and total route hours and the need for a monitor if applicable. All routes are subject to revision at any time and additional routes will be added as necessary.

Immediately after the bid procedure for four and one-half (4 ½) hour drivers, bus monitors shall, by classification seniority, pick the route and/or kindergarten of their choice from a list of routes made available by the Transportation Director. If changes in assignment become necessary after the bid, the Transportation Director will meet with the monitors before the change is implemented.

15.5 Assignment of the A.M., P.M. and Kindergarten Bid Spares:

On a daily basis, routes will be assigned to spares by seniority with the most senior spare receiving the route with the most time. Extra work assignments will not be a part of a.m., kindergarten or p.m. for assignment purposes.

If the regular driver returns to work, the spare will not be assigned a route that has already been assigned to another spare.

After two (2) consecutive working days the Bid Spare drivers will assume the absent drivers route and times. The route will be offered to unassigned spares by seniority. If no spare driver/monitor chooses to accept the route it will be assigned to the least senior spare. This offer or assignment will remain only until the regular driver returns to work.

The spare driver will continue to report at their Bid Spare time in the a.m. and p.m. if not assigned a route as outlined above.

Kindergarten Spares:

Kindergarten spares will be assigned routes by 8:00 a.m. from all known absences. Routes will be assigned with the most senior kindergarten spare receiving the route with the most time. Absences reported after 8:00 a.m. will be assigned to the remaining kindergarten spares in order of seniority.

All kindergarten spares will receive a guarantee of one and one-half (1 ½) hours and work scheduled times that are assigned.

If additional kindergarten drivers are needed they will be taken from the midday trip list by continuing rotation. Upon refusal of kindergarten assignment management maintains the right to mandate the least senior from the Midday seniority list. Monitors will be given the first option to fill a monitor position by continuing rotation.

15.6 Ongoing Bid:

- After the August bid, any vacant route or route that increases the bid guarantee by more than (30) minutes shall be posted for three (3) work days. Any newly created route shall be posted for bid no later than ten (10) days after it has gone into effect. A partial route shall be posted for bid no later than thirty (30) days after it has gone into effect. These routes shall be awarded to the most senior driver/monitor who bids. If a route is subsequently vacated the route shall also be posted no more than two (2) additional times, with the remaining A.M. and P.M. routes being mandated to the least senior spare.
- A driver/monitor who bids and receives a newly created or vacated route or who relinquishes a kindergarten or shuttle route will not be eligible to re-bid for the remainder of the school semester.
- When a monitor position becomes available, it will be offered to the monitors for bid by classification seniority.
- Any remaining Kindergarten route will be offered to the most senior driver/monitor (in declining order), without a guaranteed Kindergarten assignment.

- All unaccepted Kindergarten routes will be mandated to the least senior driver/monitor.

15.7 Non-Routine Definition:

A non-routine trip is defined as the transportation of students for purposes other than regularly scheduled routes to and from school that requires the use of a school bus or vehicle owned or leased by the Parma City School District.

15.8 Non-Routine Notification:

The Transportation Director or designee will notify all drivers/monitors at least two (2) days in advance of approved trips. If notification of less than two (2) days notice is given the appropriate list rotation will be followed with no charge for refusal.

15.9 Non-Routine Assignment:

- All field trip requests will be date and time stamped as they arrive at the bus garage.
- Non-routine trips will be assigned on a rotating basis from the appropriate trip list, by seniority, with the trip having the earliest date and time stamp being given to the first person in rotation.
- Trips with the same date and time stamp will be assigned by the earliest trip origination date.
- Drivers and monitors (monitors where applicable) may request a bye which is a request to be absent for any field trip before those trips are assigned. A maximum two (2) bye requests to be absent are permitted, per list, per semester.
- Midday trip drivers will be removed from the list if they refuse a trip.

The only exception to the above are the late trips, which are called after the normal day's assignments are called. The late trips going the same day will be assigned as soon as possible.

- All Field Trip drivers will be removed from the list for the remainder of the current semester and the next following semester if they refuse six (6) trips per year or four (4) trips per semester.

15.10 Non-Routine Cancellation:

- In the event a long, weekend or holiday trip is cancelled after the driver/monitor reports for the trip, the driver/monitor is guaranteed a minimum of two (2) hours of show-up time and the next unassigned trip. If the trip is cancelled after the driver has left the pickup site for the trip destination, he/she will be guaranteed the minimum hours listed for the appropriate trip list and is not eligible for the next unassigned trip.

- If a short trip is cancelled, the driver shall receive a one (1) hour cancellation guarantee. If the driver taking such trip has clocked out and is required to clock back in for such trip. In such instance the driver will be eligible for the next unassigned trip if such short-trip is contiguous to the driver's a.m., p.m. or kindergarten route. the driver shall not receive any cancellation pay.

15.11 Non-Routine Charging:

- Any time a driver/monitor accepts a trip, he/she will be charged on the appropriate trip list.
- When a driver/monitor's name comes up on more than one list on a given day and the driving times are concurrent, the driver/monitor will not be charged for the trip refused. If the driver/monitor refuses both assignments, the driver/monitor will be charged for both.
- If a driver/monitor cannot take a trip after accepting it, he/she will be charged for that trip and the trip will go to the next driver/monitor in rotation.
- If a driver/monitor is absent on the day that he/she would be notified of a trip assignment, he/she will be charged for the trip and marked with an absence.

15.12 Non-Routine Field Trip Lists:

The Transportation Director will post and maintain by seniority six (6) extra trip lists, Midday, Long, Short, Weekend/Holiday Odd, and Athletic. All newly hired drivers who have passed their probationary period will be added to these lists unless they inform management of their desire not to be added.

Midday Trip List:

Midday trips are those trips that occur between the a.m. and p.m. routes, and run between 9:15 a.m. and 2:00 p.m.

Midday field trip option will be available for sign-up at the August bid and from December 1st, through December 10th. All drivers who sign-up in December will be eligible for trips as of the first report day in January. In order to be eligible to sign-up for the Midday trip list, the driver must be available between the hours of 9:15 a.m. and 2:00 p.m.

Long Trip List:

Long trips are guaranteed four (4) hours and are those weekday trips with a reporting time of 4:00 p.m. or after and all trips that occur on days that Parma Schools are not in session.

Short Trip List:

Short trips are guaranteed two (2) hours and are weekday trips that occur between 9:30 a.m. and 2:00 p.m. and are generally over or back trips that leave the school district boundaries.

Holiday/Weekend Trip List:

- Weekend trips have a four (4) hour guarantee and are to be paid at one and one-half (1 ½) times the hourly rate. (ex. Drivers regular rate is ten (\$10.00) dollars per hour – 1 ½ times means driver receives total pay of fifteen (\$15.00) dollars per hour for weekend trip.)
- Holiday trips have a four (4) hour guarantee and are to be paid at the premium rate of pay in accordance with Article 10.4.

Athletic Trip List:

- Athletic trips are those trips with a report time prior to 4:00 p.m. in which students are being transported to an event at a time that conflicts with the regular p.m. routes. The athletic trip list option shall receive at least their p.m. guarantee.
- Athletic field trip option will be available for sign-up twice per school year, August and from December 1 through December 10th. All drivers who signed up in December will be eligible for trips as of the first report day in January.
- The first five (5) names that receive an assignment will receive athletic driver coverage for their p.m. trips. Out-of-district trips will receive first priority and then in-district trips will be assigned to a maximum of five (5) trips.
- These five (5) drivers will take athletic trips in place of their p.m. run. Their p.m. guarantee will become a part of the trip hours with p.m. reporting time appropriately adjusted to coincide with trip time.
- The Board will agree that athletic trips will be scheduled (not more that five (5) per day when the bus driver's regular route can be covered by an available spare driver.
- Any additional athletic trip(s) for the day may be assigned as over and back assignment(s).

Odd Time A.M Trip List:

Odd time trips are those trips with a report time before 9:00 a.m. and will receive at least their a.m. guarantee.

The determination of whether or not such trips will be approved will be at the sole discretion of the Director of Transportation.

Over and Back Assignments:

All over and back assignments are those assignments within the boundaries of the school district which will be assigned at the discretion of the Director of Transportation or his/her designee, from all drivers whose a.m. and or p.m. or kindergarten route begins or ends close to the assignment. These assignments will be made part of a.m. kindergarten or p.m. guarantee and are not refusable.

15.13 Extra Work Assignments:

- Extra work assignments that continue on a regular basis will be posted for bid prior to the beginning of each semester or as scheduling changes occur. Drivers who bid on these assignments must meet the posted criteria and will be committed to the assignment for the time frame indicated on the bid. A driver cannot bid on these assignments if the time conflicts with other bids held by that driver.
- There are no guaranteed hours of work for these assignments.
- Extra work assignments that occur on an occasional basis will be assigned by seniority to drivers who are available at the bus garage at the time the assignment is made.

15.14 License Renewal, Aide Permits and Random Drug Testing:

- Parma City Schools will pay the cost of a class B with school bus passenger endorsement renewal license every four (4) years for those employees required to maintain their CDL and will pay the fee for the renewal of aide permits for all actively employed monitors.
- Any employee required by Federal Law to participate in the random drug testing program will be paid for the time required to complete the testing. The Board and Union hereby agree to abide by all the requirements of the Omnibus Transportation Employee Testing Act of 1991, other federal and state laws, including the rules published by the U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA).
- Drivers will be paid the current training hourly driver training rate to a maximum of twenty-one (21) hours for recertification. The Board will provide a recertification-training program for drivers once per year at no charge.

15.15 Jackets:

All drivers, bus monitors and mechanics will be provided with a jacket. Every other even numbered year, a jacket with a lining will be provided; and every other odd numbered year, a light weight jacket will be provided. This practice will commence in the fall of 2006.

15.16 Lunch:

The lunch period will be paid when a driver is on a field trip or has back to back runs, which do not allow one-half (1/2)-hour non-driving time.

15.17 Non-Public and/or Special Education Days:

When non-public or special education schools outside the Parma City School District request transportation for a day that Parma Public Schools are not in session the following procedure will be followed:

- The bid driver/monitor must run their bid route or kindergarten route to receive their bid guarantee.
- Spare driving positions for these days will be taken from the appropriate rotating seniority lists (bid spare list and kindergarten spare list.) Drivers assigned from these lists will receive their spare bid guarantee.
- Additional kindergarten drivers/monitors, if needed for these days, will be assigned by seniority from all drivers working on these days.
- Bid shuttle drivers for PHCA & ICWA shall run the routes for these schools on days when Parma Schools are not in session. Due to the collection and transfer nature of these runs, special runs will be created for these days to accommodate these students.

15.18 Summer Openings:

Parma City Schools will hire only Parma classified school bus drivers for the purpose of getting buses ready for state inspection. If all positions are not filled, the work will be offered to school bus monitors with a CDL. All positions available during the summer shall be categorized and posted. Selection shall be based on the following criteria:

- (a) Transportation Seniority
- (b) Absence and tardy record

A point system will be used and criteria outlined and posted.

The employee shall be assigned to not more than one category. Inadequate performance shall result in termination of the summer assignment and another name will be chosen from the summer eligibility list.

Hours and length of summer employment will be determined by management.

Summer driving assignments, other than Field Trips, will be assigned by rotation and are not refusable by summer workers. Any driver refusing summer driving assignments will not be eligible to work the following summer.

Summer Trip List:

- Summer trip lists start the first day of summer break following the last mandatory report day for the drivers. This trip list will terminate as of the mandatory opening meeting day.
- There will be two (2) rotating trip lists – one for weekdays and one for weekends/holidays.

The summer trip list will include all drivers with a summer assignment. Bus monitors with a CDL who work a summer assignment will be given the opportunity to drive as long as such monitor has driven a bus within the prior three (3) month period.

ARTICLE 16 – SECRETARIES/CLERKS/ASSISTANTS/MONITORS PROVISIONS

16.1 Substitutes

The Board and/or respective schools shall maintain a substitute list for secretaries, clerks, assistants, and monitors. In the event a secretary or clerk is absent, a substitute will be employed to fill the position as soon as possible, but the position shall not be non-attended for more than three (3) days.

16.2 General Working Conditions

16.2.1 Clerks and assistants shall not be required to dispense medications. Secretaries and/or monitors assigned to the Clinic shall dispense medications in accordance with Board policy.

16.3 Monitor Assigned to the Clinic

The Board shall provide a Monitor assigned to the clinic to be on duty at each high school clinic when the nurse is not present in the building.

The Board shall provide classes in First Aid and CPR for Monitors assigned to the clinic.

16.4 Educational Assistant Work-Day

The work day for regular educational assistants shall be a minimum of four (4) hours per day, except in special circumstances mutually agreed upon by the union and management.

16.4.1 No later than the last day of the school year, the Board shall notify those Educational Assistants who are to be re-employed the following school year of their tentative assignment.

16.4.2 In the event that class size necessitates a reduction in assistant positions or hours, the most senior displaced educational assistant will have first selection for any open position(s) or will have the option to bump the least senior educational assistant with the same or like hours.

16.4.3 If a person in the above process ends up with a position involving less hours than currently assigned, that person will have first choice before an educational assistant position is posted.

16.4.4 Educational assistants who are requested to substitute for a noon aide or secretary during their regular work day shall be paid at the rate of pay for their regular educational assistant's pay.

16.5 Media

Senior high school media assistants shall work ten (10) or more days than the school schedule, apportioned immediately before or after the school schedule, as determined by the Director of Information Services and/or the appropriate building principal.

All Media Assistants shall be given inservice training on AVA equipment regarding its use and maintenance. This inservice training shall be done on inservice or early release days as needed.

16.5.1 Media- If a Media Assistants hired into the Media classification before July 16, 1996 (Civil Service Tested) leaves the position of Media Assistants, takes another position outside of the Media Assistant classification applies for an open Media Assistant position at a later point and is offered the position, they will return to the 0203 Class Series in regards to salary and benefits.

16.6 Secondary Student Monitors

16.6.1 Female monitor positions and Male monitor positions will be provided with same gender substitutes whenever such same gender substitutes are available. In the event same gender substitutes are not available, the Board will make every effort to cover that absent monitor's assignment with an employee of the same gender through temporary reassignments.

ARTICLE 17 – RENEWAL OF LICENSES/CERTIFICATES

17.1 The Board agrees to pay the fee for the actual cost of renewing employees certificates or licenses required in order to retain their positions.

17.2 For those employees required to have a boiler operator's license, the Board shall pay for the renewal.

ARTICLE 18 – CUSTODIAL/MAINTENANCE PROVISIONS

18.1 All High School, Middle School and Elementary School buildings within the Parma City Schools will be attended by a custodian during all school and open hours for which a building permit has been issued and during such time that an outside contractor is working in the building if such custodial attendance is with prior approval of the building principal or Custodial Supervisor.

The Central Office building will be attended by a custodian during regular school hours and open hours for which a building permit has been issued if such building permit states that more than ten (10) adults will be in attendance.

At the elementary buildings where building permits have been issued for Extended Day Care, the building custodian will be allowed to report to work in the morning one half (1/2) hour prior to the time designated on the building permit-and shall depart when the last day care worker leaves unless there are extenuating circumstances that would require him/her to remain at the building longer.

Elementary custodians may be required by the building principal to work three (3) special events each school year and shall be paid a minimum of three (3) hours pay. The custodians shall be paid for actual hours worked at these special events. Special events are defined as Open House, Teacher/Parent Conferences, Concerts, etc. The elementary building principal will provide the custodian with fourteen (14) calendar days advance notice for each event.

18.1.1 If a custodian is absent at a High School or Middle School, the time shall be covered in the following manner:

- (1) The time shall be offered to that building's custodial/maintenance staff.
- (2) If the custodial/maintenance staff in that building does not accept the overtime, it shall then be offered to all other custodians first.
- (3) If no custodian accepts the overtime, it shall then be offered to the maintenance department by seniority.

18.1.1a Elementary Schools

When an elementary custodian is absent, the following procedure will be followed:

- (1) The Byers Field Attendant (BFA) will be assigned to substitute during off-season. The Maintenance Supervisor or Maintenance Working Foreman will make such assignment.
- (2) If the BFA is not assigned, laborers (M-1) or maintenance (M-2) will be offered the substitute assignment. However, any M-1 or M-2 not assigned to the Maintenance Department (P.V. location) will be excluded.
- (3) If no laborer (M-1) or maintenance (M-2) accepts such substitute assignment, then the Maintenance Supervisor or Maintenance Working Foreman has the express right to assign anyone from the maintenance department to that substitute position from the mandatory assignment rotation list.
- (4) If the position is offered to cleaners, they may not substitute for more than two (2) consecutive workdays at a time. During the

period a cleaner substitutes for an elementary custodian, he/she shall be paid at the beginning custodial probationary hourly rate. If the position of laborer (M-1) is ever abolished then cleaners will not be offered custodian substitute positions.

- (5) When bargaining unit employees are not available to substitute for absent employees, non-bargaining unit substitute employees may be used to fill short-term or long-term absences. If any positions are abolished, substitute non-bargaining unit employees will not be offered custodian substitute positions.

18.1.2 An overtime rotation list shall be posted in the maintenance department. Overtime shall be rotated by seniority. All overtime shall be chargeable. (Example: Sick leave, refusal, vacation, etc.)

18.1.3 When the maintenance department is not available for snowplowing mechanics will be contracted first, then custodians, before any substitute employee is called. When the maintenance department is not available for grass cutting, custodians will be contacted first, then mechanics, before any substitute employee is called.

18.1.4 After the completion of the probationary period, custodians and MT2 – Media/Computer Technicians 2 will be issued either a heavyweight jacket or a Carhartt style jacket with a hood or a lightweight jean type jacket every three (3) years. Maintenance personnel and laborers will be issued either a heavyweight winter jacket, a Carhartt style winter jacket with a hood, a heavyweight Carhartt style winter bib overall, or a lightweight jean type jacket every three (3) years.

18.2 Uniform Allotment

All custodians, maintenance employees, and mechanics shall be provided uniforms.

18.2.1 After the completion of the probationary period, the Board will provide three (3) uniforms for all newly employed building custodians and building maintenance personnel. Thereafter, three (3) uniforms and two (2) t-shirts will be provided each year. Non-building maintenance personnel will also be provided two (2) t-shirts each year. Employees shall wear these uniforms/t-shirts while on duty.

18.2.2 Mechanics and non-building maintenance personnel will be provided a uniform service which will provide five (5) clean uniforms per week. Such employees shall wear these uniforms while on duty.

18.3 Provisions for Mechanics

18.3.1 Broken and worn out tools will be replaced. The Board will purchase additional tools up to a value of two hundred fifty (\$250.00) dollars per year for each mechanic.

18.3.2 Two (2) mechanics will be on duty whenever more than three (3) maintenance vehicles are operating plowing snow. These three (3) maintenance vehicles will include the salt truck but shall not include the three (3) high school vehicles.

However, if such time is in addition to their regular assigned hours, such time shall be paid in accordance with Article 8.4.

18.3.3 A mechanic who passes six (6) categories of the Automotive Service Excellence (ASE) certification test will receive three hundred (\$300.00) dollars additional pay added to his/her base salary. The six (6) categories shall be as follows:

- (1) Brakes
- (2) Suspension and steering
- (3) Electrical/Electronic system
- (4) Diesel engines
- (5) Body Systems - Special Equipment
- (6) Drive Train

18.3.4 Minimum Call-In Time

Any employee called in to work at a time that does not about the regular work day schedule shall receive a minimum of three (3) hours of pay at the appropriate rate of pay under this agreement.

A premium rate of time-and-one-half (1-1/2) shall be paid to mechanics who are called in to work. However, such premium rate shall not compound in any circumstance to provide for double or triple pay.

ARTICLE 19 – CLEANERS PROVISIONS

19.1 Provisions for Cleaners

19.1.1 Work Schedule - The work schedule for cleaning personnel shall be established by their Custodial Supervisor which shall include the employees' work times and location of their assignments.

19.1.2 The Board shall maintain a parking policy which permits cleaning employees during working hours to move their cars in closer proximity to the building.

19.1.3 The Board will provide suitable temperatures for working.

19.1.4 The Board shall supply all tools and equipment reasonably necessary for performance of employment duties.

19.1.5 Whenever it becomes necessary to fill a vacancy or cover for an absent cleaner, cleaners in the building where the position needs to be covered will be offered the extra time/overtime on a seniority rotation basis. If cleaners from the building don't accept the offer of extra time/overtime in their building, cleaners from other buildings in the district will be offered the extra time/overtime under the following procedures:

- All cleaners will have the opportunity to select three (3) buildings in the district, in addition to their own building, where he/she would be willing to fill in for an absent cleaner or vacancy.
- Once cleaners have placed their name on these lists, the lists will be given to the Head Custodian at each High School, Middle School and Elementary School where at least one (1) cleaner selected as a place to work. The Head Custodian will then offer the cleaners on his/her list the extra time/overtime by seniority.
- If the cleaners on such lists do not accept the offer to work, or cannot be contacted, the Head Custodian at the High School, Middle School and Elementary School will then make every effort to find a substitute for the vacancy or absent cleaner.
- If a substitute Cleaner cannot be found, the Custodian will call the Cleaners from that building on a rotating seniority basis to work an optional two (2) hours prior to or after their regular shift. (Example: Four (4) Cleaners working two (2) hours each to cover an eight (8) hour section.)
- If the Custodian cannot find enough volunteers to work, the remainder of the section will be divided and assigned out on a rotating seniority basis from the Alternate Cleaners Schedule to be completed in the Cleaners own allotted time schedule.

19.1.6 All Cleaners will have the opportunity to work through the Christmas and Easter recess. Cleaners will receive their regular rate of pay. Such work will be on a voluntary basis and will not be included in the Cleaners regular work schedule. Cleaners will voluntarily sign-up for this work time and the work will be assigned on an as needed basis by the Custodial Manager. Cleaners will be assigned to their regularly assigned buildings first, if there is work assigned by the Custodial Manager, then to other buildings.

19.1.7 All Cleaners will be provided three (3) shirts or smocks annually. Such employees shall wear these shirts/smocks while on duty. These shirts/smocks will have the Parma City School logo on them.

19.1.8 Summer Work

Whenever there is a need for additional summer work as determined by the Custodial Manager, cleaners that work this extended period will be scheduled in the same building they normally work in to complete any necessary cleaning prior to being scheduled in another building.

ARTICLE 20 – SCHOOL CALENDAR

20.1 The school calendar will not be a matter of negotiation with either the PEA or the Union. However, when the school calendar is discussed, the Union shall be given the opportunity to have a representative from each local (#122, #160, #404, #695, #756) present to provide input prior to a final administrative decision and recommendation to the Board.

ARTICLE 21 – INSURANCE

21.1 Effective February 1, 2001 through June 30, 2001, all eligible employees will be provided either single or family medical coverage in accordance with the provisions as set forth under Article 21 in the Negotiated Agreement that was in effect from February 1, 1998 to January 31, 2001.

Effective July 1, 2001, all eligible employees will be provided either single or family medical coverage in accordance with the provisions set forth in this Article 20. Employees covered under this plan will receive medical benefits, which are comparable to the Super Med Plus plan and shall include the following deductibles and copays.

<u>Deductible</u>	<u>In Network</u>	<u>Out of Network</u>
Single	\$100.00	\$200.00
Family	\$200.00	\$400.00
<u>Office Visit Copay</u>	\$15.00	\$15.00
Coinsurance	100% UCR	70% UCR

<u>Coinsurance Maximum (per year)</u>		
Single	N/A	\$2,400.00
Family	N/A	\$4,800.00

- EMPLOYEES DEDUCTIBLES WILL BE PRORATED FROM JULY 1, 2001 THROUGH DECEMBER 31, 2001. EACH SUCCESSIVE DEDUCTIBLE YEAR WILL BE THE CALENDAR YEAR.

21.1(a) Those employees hired after 1/11/88 for less than four (4) hours per day will not receive paid insurance benefits but may voluntarily participate in the Board's insurance plans at their own expense. All employees who were hired before 1/11/88 shall retain current hospitalization coverage as provided in this contract.

21.1(b) Those employees hired on or after February 18, 1992, and who work twenty (20) or more hours per week but less than thirty (30) hours per week will be eligible for single coverage benefits and may voluntarily participate in the Board's insurance plan for family coverage at their own expense. Employees in this category hired prior to February 18, 1992 will be exempt from this provision and will be eligible for benefits as outlined in this agreement.

21.1(c) Through December 31, 1995, any employee who is eligible for single coverage (twenty (20) hours or more per week, but less than thirty (30) hours per week), or family coverage (thirty (30) hours or more per week) may continue to receive coverage under the present medical program as set forth in this Agreement, until January 1, 1996 when the new plan (Super Med Plus)*, takes effect and replaces the present plan.

21.1(d) Effective on and after January 1, 1996, any employee who is eligible for single coverage (twenty (20) hours or more per week, but less than thirty (30) hours per week), or family coverage (thirty (30) hours or more per week) may elect to enroll in the medical plan.

21.1(e) – Notwithstanding any other provision of this article, effective February 1, 2005, couples who are both employed by the Board and both eligible for coverage under this Article are limited either to two (2) single coverages or one (1) family coverage.

21.1(f) – Effective July 1, 2011, each eligible employee enrolled in the current Anthem PPO (or subsequent replacement with same or similar coverage) shall pay, through pre-tax payroll deduction ten (10%) percent of the total monthly premium for single coverage or for family coverage. The monthly premium cost from year to year will be based on the actual health coverage increase from the prior year limited to a twenty (20%) percent increase in any specific year.

21.1(g) – If any employee groups (PEA, Administrators, Supervisors, Directors or Confidential employees) contributes a smaller percentage than the OAPSE bargaining unit, the total monthly contribution shall be adjusted to reflect the decrease immediately.

21.1(h) – The parties agree that OAPSE shall participate on the established insurance Committee. Each local shall be represented either by the Union President or designee and shall be involved in recommendations that will have an impact on the bargaining unit's health insurance plan design. OAPSE and the board shall have the authority to explore insurance plan design alternatives for their respective bargaining units. Any recommendations must be ratified by the OAPSE bargaining unit.

21.1(i) – Employees eligible for Board paid family coverage may 'opt out' of the medical, dental and vision care coverage set forth in Article 21. Such employees notifying of their opt out during the window period (October) shall receive a one thousand (\$1,000.00) dollar annual stipend. Once such employee opts out, the opt out election and annual stipend will continue unless the employee notifies the Board during the same window of an election to be covered or a COBRA qualifying event occurs resulting in an election of coverage. Should such a qualifying event result in coverage, the stipend for that year will be reduced pro rata.

The insurance plan will include the medical services of Parma Community General Hospital and the related physicians group under the same terms and conditions as was contained in the Super Med Plus Program. In addition, the plan will not include a gatekeeper.

In the event there is a change in insurance carriers, the Union will be given at least a forty-five (45) day notice of such change and the level of benefits will be equivalent to what is contained under the provisions of the insurance coverage in effect July 1, 2001.

21.2 An employee may elect a Health Maintenance Organization (HMO) Plan in lieu of the above and be charged the difference between premium rates. An HMO with equal to or better coverage than the Kaiser Health Plan may be selected with agreement of OAPSE, PEA and the administration.

21.3 Effective August 1, 1989, health and life insurance programs for newly hired eligible classified employees will be paid for by the Parma Board of Education on the first day of the first month following completion of their probationary time period.

The Board of Education will continue premium payments in accordance with other sections of this agreement even though the employee may not be working during the summer.

21.4 All eligible employees will be provided dental insurance with the following coverage:

Class I - Preventive & Diagnostic \$100% UCR

Class II - Basic Restorative 80% UCR

Class III - Major Restorative 60% UCR

Class IV - Orthodontia (Lifetime 60% UCR
(Maximum \$750.00 per person)

\$25.00 deductible (maximum family \$75.00 deductible).

Calendar year maximum \$2,500.00 per person.

The Board shall provide this coverage on a twelve- (12) month basis.

21.5 Any employee working until age sixty-five (65) and over, covered by Medicare and Medicaid, shall be entitled to full coverage paid by the Board.

21.6 Any employee hired prior to July 1, 2001 whose personal illness extends beyond the period of compensation, under the sick leave policy, shall continue to be covered under the Board insurance program for the remainder of the current month plus three additional months. Such benefits are subject to review and/or extension by the Board.

Any employee hired on or after July 1, 2001, whose personal illness extends beyond the period compensated under the sick leave policy, shall continue to be covered under the Board insurance program for sixty (60) calendar days. After this period, the employee may elect to continue coverage at his/her own expense in accordance with the provisions of COBRA.

21.7 All employees who work four (4) hours per day or more, but less than six (6) hours per day, will be provided a term life insurance policy with a face value of twenty thousand (\$20,000.00) dollars with AD&D effective for the 1995-96 school year and thereafter. All employees who work six (6) hours or more per day will be provided a term life insurance policy with a face value of thirty thousand (\$30,000.00) dollars with AD&D effective for the 1995-96 school year and thereafter. Employees shall be permitted to purchase additional term life insurance in ten thousand (\$10,000.00) dollar increments at the group rate for their age bracket, through payroll deduction, up to the face value of their Board paid coverage.

This provision is available to employees contingent upon the insurance company permitting such additional purchase.

21.8 All employees who work four (4) hours or more will be provided two and one-half million (\$2,500,000.00) dollars Major Medical maximum coverage for each employee and their dependents.

21.9 Effective May 1, 1998, all employees who work four (4) or more hours per day will be provided, at his/her option, single or family Optical Insurance coverage. Such coverage shall include, but not be limited to, an examination every 24 months, lenses every 24 months, frames every 24 months, the UCR rate for necessary contact lenses, and a seventy (\$70.00) dollar

reimbursement for cosmetic contact lenses. The plan shall have no deductible on any service (same as PEA coverage).

21.10 Effective May 1, 1998, the Board's insurance program will include the following elements:

(a) Effective with the start of the 2011-2012 contract year, OAPSE members eligible for prescription drug insurance shall pay the following: \$5/ \$15 / \$30 retail; \$10 / \$30 / \$60 Mail Order.

The prescription drug benefit program will require that all maintenance drug prescriptions be filled through a mail service program, except in an emergency. The Board or its agents shall provide all necessary mail service information and forms. No employee shall pay more than one hundred twenty (\$120.00) dollars in any benefit plan year towards the deductible copayment for maintenance drugs.

(b) The mental - nervous - substance abuse and Outpatient coverage shall be provided in accordance with the provisions of the Super Med Select (Option II) plan.

(c) Open enrollment - changes (additions or deletions) pertaining to the type of coverage (single or family) related to the current health benefits (medical, major medical, drugs, vision, life and dental) shall be processed during the months of October and February.

21.11 Any employee who is eligible for single or family hospitalization/major medical insurance coverage, and chooses not to enroll in such plan, shall be entitled to an additional term life insurance policy in the face value he/she is entitled to receive under section 20.7. The employee must select this option during the month of August of each year. However, such eligible employee may immediately enroll under the hospitalization/major medical plan if his/her spouse loses coverage. Upon enrollment in the hospitalization/major medical plan, the employee will forfeit the additional term life insurance coverage.

21.12 The Board agrees not to reduce hours or split positions in the attempt to deny medical benefits.

ARTICLE 22 – SUBCONTRACTING

22.1 The Board agrees not to subcontract work which can reasonably be done by the bargaining unit. In determining reasonableness, the Board shall consider: economy, efficiency, or effectiveness of operations.

22.2 The administration will notify the Union of any intention to subcontract any work requiring Board action.

ARTICLE 23 – SAFETY

23.1 The Parma Board of Education and the Union hereby agree to abide by the provisions of H.B. 308 (Public Employment Risk Reduction Act) and all other state or federal laws and Board policy which relate to safety issues.

23.2 Safety issues shall be a proper subject matter for labor-management meetings and shall be subject to the grievance procedure up through Level Three.

ARTICLE 24 – PHYSICAL INCAPACITY

In the event an employee with five (5) or more years service cannot perform the essential duties of their position due to medical reasons, the employee shall be given first consideration for employment in open positions for which he/she is qualified before hiring any person employed outside the Parma City School District.

ARTICLE 25 – EMPLOYEE PROTECTION

25.1 All cases of serious verbal threat or physical assault from students or employees against any employee shall be reported immediately to the appropriate administrator. Every case of serious verbal threat or physical assault shall be referred through the Student Services Department to the Office of the Superintendent on the appropriate form.

25.2 Workers' Compensation Law

Any employee who receives any injury in the course of, and arising out of, employment is protected by the provision of the Ohio Workers' Compensation Law. The Board shall make reasonable effort to inform the staff of the availability of these compensation benefits and the procedures for application. If the Board so determines, transitional duty (light duty, modified work) will be provided to an employee who is unable to perform all the essential functions of his/her job due to job related injury or illness. If the Board provides such a position, the duties of the position will be determined by the Board within the parameters of the employee's capability in accordance with medical documentation he/she is required to provide.

The employee shall be required to work in this position on a temporary basis for a length of time determined by the Board (maximum of up to ninety (90) work days), unless the employee is capable of returning to his/her regular position earlier. While performing the transitional duty, the employee will be paid his/her regular hourly rate of pay for each hour worked. The Board will make every effort to provide a transitional position with hours that are comparable to the hours that the employee works in their regular position.

If the individual has medical restrictions on the number of hours they are permitted to work, supported by a physician's note, then the Board will abide by such medical restrictions.

The provisions under this article shall not cause any employee to be replaced nor shall any employee's work schedule be changed due to the assignment of a transitional duty employee. If a regular employee in the same position classification as the transitional duty employee, is absent from work, the transitional duty employee may substitute for that absent employee and a non-bargaining unit substitute will not be called. Further, the provisions set forth in this article will not abrogate any bargaining unit employee's rights or benefits provided for under the other articles of the Negotiated Agreement.

An employee who suffers a job-related injury must report the injury and its circumstances to his/her supervisor within twenty-four (24) hours following the occurrence of the injury unless infeasible because of the serious nature of the injury. The failure of an employee to comply shall be the proper subject of disciplinary action.

ARTICLE 26 – CHEMICAL DEPENDENCY

Employees who are diagnosed by a licensed physician as being dependent upon chemicals (including drugs or abuse of alcohol) shall receive the same consideration and opportunity for treatment that other employees with illnesses receive. Employees with the illness of chemical dependency shall qualify for the benefits under the present hospitalization program available through the group insurance plan.

For the purpose of this provision, chemical dependency shall be defined as an illness in which an employee's consumption of mood-altering chemicals interferes with his/her job performance and adversely affects his/her health.

A chemically dependent employee shall not have his/her job security or promotional opportunities affected by the diagnosis itself or by the employee's request for treatment except as outlined by law (example - school bus drivers while in treatment).

Employees are encouraged to voluntarily seek assistance; however, if the chemical dependency interferes with his/her job performance or adversely affects health, a referral for diagnosis by a licensed physician may be requested by the Superintendent/Designee, following reasonable efforts for a prompt consultation with the OAPSE representative.

If an employee refuses to accept diagnosis and treatment, within four (4) weeks following confirmation of the diagnosis, or fails to respond to such treatment, and the results of such refusal or failure is such that his/her job performance continues to be affected, then that employee's illness will be handled in the same manner that a similar refusal or treatment failure would be handled for any other illness.

However, in such instances, an employee whose chemical dependency interferes with his/her job performance may, in appropriate circumstances, be subject to a suspension without pay. Prior to the imposition of any such suspension, a hearing before the Superintendent or his/her designee will be afforded the employee. The employee may be accompanied to such hearing by a representative of his/her choice.

The implementation of this article shall not require or result in any special regulations, privileges, or exemptions from the usual evaluative practice applicable to job performance.

The confidential nature of any medical information of employees with chemical dependency shall be preserved, guarded and sealed at the completion of treatment.

No employee shall unlawfully possess, use or distribute illicit drugs or alcohol on school premises or at any place where school activities are held. Disciplinary sanctions will be imposed on employees who violate this provision. Sanctions may include referral to and completion of an appropriate rehabilitation program, employment termination, and referral for prosecution. Information about drug and alcohol counseling and rehabilitation and reentry programs available to employees of the Parma Schools may be obtained through the Superintendent/Designee.

ARTICLE 27 – LABOR/MANAGEMENT

In the interest of working together to pursue the common good of the District and its employees, the Board and the Union agree to labor/management meetings for the good of the general order. Meetings will be held monthly to hear and respond to both the Board and employees' concerns. Minutes of these meetings will be taken and distributed.

ARTICLE 28 – USE OF VOLUNTEERS

The parties recognize that the use of volunteer workers in the schools is essential to good community relations. Volunteers shall not (a) be used to replace bargaining unit employees; (b) reduce the number of employees covered by this Agreement; or (c) cause an employee to have a reduction in regular work hours. The Board will notify Local 122 prior to the use of volunteers.

ARTICLE 29 – ALCOHOL AND DRUG TESTING

29.1 The Board and the Union hereby agree to abide by all the requirements of The Omnibus Transportation Employee Testing Act of 1991, other federal and state laws, including the rules published by the U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA). This Act and the rules set forth by DOT and FHWA shall take effect January 1, 1995.

29.2 The Board and the Union hereby agree to abide by all the requirements of The Bureau of Workers Compensation Drug Free Workplace Program.

ARTICLE 30 – SMOKE FREE ENVIRONMENT

The Parma School District Board of Education and all of the employees in the bargaining unit shall comply with all federal and state laws, board policy and municipal ordinances, which require that there shall be no smoking or use of tobacco products in any of the facilities in the school district. Any violation of this provision may cause the violator to be subject to a monetary fine and/or disciplinary action.

ARTICLE 31 – CALAMITY DAYS

In the event the district is required under state law or in accordance with the Ohio Department of education to make-up days due to calamity, such days shall be made-up on the day(s) so designated by the Superintendent and employees shall work without additional pay.

ARTICLE 32 – FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

A. Eligibility

1. An eligible employee may take up to twelve (12) work weeks of unpaid leave ("FMLA Leave") in any school year (July 1 to June 30) for one or more of the following circumstances:

- the birth of an employee's child and to care for the child;
 - the placement of a child with an employee for adoption or foster care;
 - to care for the spouse, child, or parent of an employee when that family member has a serious health condition;
 - the employee's inability to perform the functions of the position because of the employee's own serious health condition.
2. To be eligible for FMLA Leave, employees must:
 - have been working for the Board for at least 12 months before the leave request (these do not need to be consecutive months); and
 - have worked at least 1,250 hours during the last twelve (12) months.
 3. In cases in which the Board employs both the husband and the wife, the total amount of FMLA Leave for the couple for the birth or placement of a child is limited to a total of twelve (12) weeks.
 4. This policy does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the negotiated agreement. However, if an employee is entitled to and takes paid sick leave for any circumstances set forth in this Article, the leave will be treated as and counted against FMLA Leave available under this Article.

B. Notice

1. The employee shall provide the Business Manager with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the employee's need for leave is foreseeable. If the employee's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement.
2. Whenever the leave is necessitated by the serious health condition of the employee or her/his family member and is foreseeable based upon planned medical treatment, the employee shall provide the Business Manager with no less than thirty (30) days prior written certification (FMLA Form 1 or 2) issued by a health care provider to support her/his request for leave. If an employee requires intermittent leave as set forth below, the employee shall provide the Business Manager with no less than thirty (30) days prior written certification (FMLA Form 3). If there is insufficient time to provide such notice because of the need for treatment, the employee shall provide notice as early as possible.

C. Intermittent Leave and Reduced-Work Schedule

1. When medically necessary, an employee may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
2. If any other employee requests intermittent leave or a reduced work schedule to care for the serious health condition of a family member or for the employee's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the Board may, in its discretion, temporarily transfer the employee to an available alternate position with equivalent pay and benefits if:
 - a. The employee is qualified for the position and
 - b. The position better accommodates recurring periods of leave.

D. Medical Option

The Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for an FMLA Leave.

E. Benefits

The Board shall maintain coverage under the group health plan for the duration of the FMLA Leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium must be made by the first day of each month. The employee shall not accrue seniority, sick, vacation or personal leaves, or any other employment benefits during the leave period.

F. Return to Work

1. When an employee is medically able to return to work after a serious health condition, she/he shall provide the Board with a statement from her/his health care provider (FMLA Form 4) that the employee is able to resume the job functions for her/his position.
2. At the end of an FMLA Leave, the Board shall restore an employee to the same or an equivalent position.
3. Should an employee not return to work at the end of the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the

employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the FMLA Leave period. An employee shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification (FMLA Form 1) from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return.

G. Construction

Any ambiguities in this Article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act.

ARTICLE 33 – WAGE RATES

33.1 Effective with the start of the 2010-2011 school year, the Board shall freeze OAPSE employee's compensation for the 2010-2011, i.e. no step, longevity or any other associated compensation movement.

33.2 Effective with the start of the 2011-2012 school year, eligible employees shall be advanced one (1) experience step and longevity if applicable. Effective with the start of the 2012-2013 school year, eligible employees shall be advance one additional experience step and longevity if applicable.

33.3 Employees who are actively employed and passed their new employee probationary period on September 15, 2011 will receive a one-time stipend equal to \$.25 per regular hours worked during the 2010-2011 school year. This stipend will be paid on or before the second pay in September 2011. Employees who complete the probationary period shall be placed on Step One of the salary schedule and will then be subject to the provisions described in this agreement.

33.4 During the 2010-2011, 2011-2012, and 2012-2013 contract years; if PEA and its members, Parma Administrators, Supervisors, Directors or Confidential employee's personnel receives any additional compensation or fringe benefit that increases the general fund expenditures beyond what is currently provided, OAPSE and the administration shall meet to implement the additional compensation and/or negotiate how the enhancement should be provided in the OAPSE negotiated agreement similar to what was provided to the other employees referenced in this section.

33.5 Salary schedules reflecting the increases in wages pursuant to paragraphs 33.1, 33.2 and 33.3 shall be attached hereto as Appendix A.

ARTICLE 34 – LONGEVITY SCHEDULE

The Longevity Schedule for all wage schedules set forth in this agreement shall be as follows:

At 12 years		3.0%	on the top step
At 15 years	an additional	1.5%	“ “
At 17 years	an additional	1.5%	“ “
At 20 years	an additional	1.5%	“ “
At 23 years	an additional	1.5%	“ “
At 25 years	an additional	1.5%	“ “
At 28 years	an additional	1.5%	“ “

ARTICLE 35 – ADDITIONAL WAGE FACTORS

Third shift custodians, maintenance and laborers will be paid an additional ten (\$.10) cents per hour.

Media Assistants will be paid at the same hourly rate as other assistants (i.e. class-room, special ed., kindergarten and elementary).

Records room clerks shall be reclassified from GC3 to GC4, effective February 1, 2006.

ARTICLE 36 – DURATION OF AGREEMENT

The provisions of this agreement are effective as of February 1, 2010, except as otherwise herein provided, and shall continue in and remain in force and effect as binding on the parties until June 30, 2013.

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in force and effect for the duration of the agreement.

This agreement represents the complete understanding and agreement of the parties, who fully acknowledge that they have had the full opportunity to negotiate on any and all matters which are properly subject to collective bargaining. Therefore, during the term of this agreement, neither the Board nor OAPSE shall be obligated to bargain collectively on any additions to or subtractions from or modifications to this agreement or on matters not included in this agreement, unless otherwise provided herein.

DATE _____

OHIO ASSOC. OF PUBLIC SCHOOL EMPLOYEES

PARMA BOARD OF EDUCATION

Local #122 President

President

Local #160 President

Treasurer/CFO

Local #404 President

Local #695 President

Local #756 President

Field Representative

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