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2197-02

**NEGOTIATED AGREEMENT**

between the

**FAIRLESS EDUCATION ASSOCIATION  
OEA/NEA  
(Classified)**

K# 27688

and the

**FAIRLESS LOCAL BOARD OF EDUCATION**

STATE EMPLOYMENT  
RELATIONS BOARD  
2011 OCT 17 P 12:42

**July 1, 2011 through June 30, 2014**

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## ARTICLE 1 – RECOGNITION

1.00 The Fairless Local Board of Education, hereinafter referred to as the “Board”, recognizes the Fairless Education Association/OEA/NEA School Support Personnel, hereinafter referred to as the “Association”, as the sole and exclusive representative for all non-certificated personnel employed in the following classifications.

- A. Secretaries
- B. Aides
- C. Cooks
- D. Custodians
- E. Maintenance and Mechanic
- F. Bus Drivers
- G. Monitors
- H. Librarians
- I. Crossing Guard
- J. Copy Machine Operator
- K. High School Cashier
- L. Assistant Bus Coordinator

Excluded from the bargaining unit are all certificated, confidential, supervisory, management, seasonal, substitute, and casual employees as well as employees in the following classifications:

- A. Treasurer
- B. Facilities Manager
- C. Assistant Superintendent of Building and Grounds
- D. Assistant Treasurer/Accountant
- E. Superintendent’s Secretary
- F. Food Service/Compliance Manager
- G. EMIS Coordinator
- H. Special Programs Secretary
- I. Transportation Supervisor

### DEFINITIONS

1.01 GENDER – By the use of either “his” or “her” or any derivative thereof, it is understood that said use is not to be interpreted to be discriminatory by reason of sex and that when “his” or “her” or any derivative thereof are used in this Agreement, they are to be interpreted as meaning either his or her or both as appropriate.

- 1.02 HEADINGS – It is understood and agreed that the use of headings before the various articles or sections is for convenience only, and that no heading shall be used in the interpretation of said article or section nor affect any interpretation of any article or section.
- 1.03 "GOOD FAITH" BARGAINING – Requires both parties to respond to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and/or offer counterproposals. "Good Faith" requires both parties to recognize negotiations as a shared process. "Good Faith" does not compel either party to agree to a proposal or make a concession.
- 1.04 EMPLOYEE – The term employee used throughout this Agreement shall refer to a member of the bargaining unit. The term Board used in this Agreement shall also mean Administration where appropriate.
- 1.05 PARTY or PARTIES – The term party or parties used throughout this Agreement shall refer to the Board, the Association, or both where appropriate.

## **ARTICLE 2 – SCOPE OF BARGAINING**

The scope of bargaining shall be wages, hours, terms, and conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.

## **ARTICLE 3 – NON-DISCRIMINATION**

The Board and the Association recognize their respective responsibilities under Federal and State constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, membership or non-membership in the Association.

## ARTICLE 4 – NEGOTIATIONS PROCEDURE

### 4.01 PHILOSOPHY OF THE PARTIES

The Fairless Board of Education and the Fairless Education Association firmly believe that the objectives of the education program are realized to the highest degree when mutual understandings, cooperation, and effective communications exist between the Board and the Association. Therefore, the parties have established this orderly procedure for negotiations.

### 4.02 SUBMISSION OF ISSUES

- A. The submission of the Notice to Negotiate, which must be submitted no later than 120 calendar days prior to the expiration of this Contract, from the designated principal representative of the Association to the Superintendent or from the Superintendent to the designated principal representative of the Association, shall signify the commencing of negotiations. A mutually convenient meeting date shall be set and negotiations shall begin no later than March 15, unless both parties agree to a later date.
- B. All issues proposed for negotiations will be exchanged, in total and in writing, by the negotiation committees at the first negotiations session. Any new items proposed by either party after this exchange shall require the mutual agreement of both negotiating teams.

### 4.03 NEGOTIATIONS MEETING

Once negotiations begin, there shall be a negotiations session within seven (7) calendar days. The only exception to the aforementioned shall be in the case of hazardous weather or agreed upon mutually.

### 4.04 EXCHANGE OF INFORMATION

Either party shall furnish the other party, upon reasonable request, all available information pertinent to the issues under negotiation.

#### 4.05 CONSULTANTS/REPRESENTATION

The parties may call upon professional and lay consultants to assist in preparing for all negotiations. The expense of such consultants shall be borne by the party requesting them.

Representation shall be three (3) to five (5) representatives each for the Board and the Association, with no less than three (3) members from each team present. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representative of the other party.

#### 4.06 PROGRESS REPORTS

- A. Interim reports of progress may be made to the Association by its representatives and to the Board by the Superintendent or his/her designated representative.
- B. During negotiations any news releases shall be by mutual agreement of the parties.

#### 4.07 AGREEMENT

- A. When the parties reach a Collective Bargaining Agreement, the fact of the Agreement shall be recorded and initialed by both parties. The Agreement shall be reduced to writing and presented to the Association within ten (10) calendar days. Upon ratification by the Association, the Board shall act on ratification within the ten (10) calendar days of the Association's action.
- B. Nothing in this document shall prohibit individuals and minority organizations from presenting views or grievances which affect their status in the district to the Superintendent in accordance with established procedure. All negotiations, however, shall be conducted according to this document.

#### 4.08 DISAGREEMENT

If any agreement cannot be reached or if the forty-five (45) day time period designated for negotiations has expired without mutual consent for an extension, either party may call for the services of the Federal Mediation Conciliation Service.

- A. This alternate dispute resolution procedure shall supercede and replace all statutory dispute resolution procedures in 4117 ORC. The State Employment Relations Board shall have no authority to alter, modify, or replace the parties mutually agreed to procedure.
- B. If this procedure does not result in an agreement; the Association has the right to strike provided it has given the ten (10) day notice required under 4117.14 (D)(2).

### **ARTICLE 5 – ACTING HEAD DIFFERENTIAL**

- 5.01 When a regular employee assumes the duties of an employee in a head position (Head Cook, Head Custodian or Head Mechanic) who is absent, the regular employee shall be paid the rate of the head position as indicated on the salary schedule, for said regular employee's years of experience.
- 5.02 In order to receive payment for the difference between the employee's regular rate and the rate for the head position, the employee must have written authorization from the building principal or immediate supervisor requesting him/her to assume said duties and responsibilities.
- 5.03 Upon accepting the duties and responsibilities of head position, it shall be the responsibility of the employee to submit supplementary pay forms for the pay difference.
- 5.04 This policy applies to regular contract employees and does not apply to substitutes. Evening or night shift custodians, who work during the day in place of the Head Custodian, will not receive shift differential pay during the period they are on day turn.

### **ARTICLE 6 – ASSOCIATION RIGHTS AND PRIVILEGES**

#### **INFORMATION**

- 6.01 The Board agrees to furnish to the Association, in response to a reasonable request, all available information concerning the education program and the financial resources of the district, including, but not limited to, class size, number of specialists, annual financial reports and audits, register of non-certificated personnel, tentative budgetary requirements and allocations,

agendas and minutes of all Board meetings, census data, individual and group non-certificated personnel health insurance premiums and experience figures, names of all non-certificated personnel and other such information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the non-certificated personnel.

#### RELEASE TIME FOR MEETINGS

- 6.02 Whenever any representative of the Association or any non-certificated personnel participates during working hours, in negotiations or grievance proceedings, within or concerning the Fairless School District, he shall suffer no loss of pay.

#### USE OF BUILDINGS AND EQUIPMENT

- 6.03 The Association and its representatives shall have the right to use school buildings for Association meetings at all reasonable hours. The principal of the building in question shall be notified, in advance, of the time and place of all such meetings.
- 6.04 The Association shall have the right to use typewriters, calculating machines, duplicating equipment, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials necessitated as a result thereof. The principal of the building in question shall be notified, in advance, of the time and place of all such use.
- 6.05 A representative of the bargaining unit or the vice president of the Association shall be provided a total of three (3) school days of release time per year without loss of pay. Notice of a need for this leave shall be given to the supervisor/principal and the Superintendent at least five (5) calendar days in advance.

#### BULLETIN BOARDS

- 6.06 The Association shall have, in each school building, the exclusive use of a bulletin board.

MAIL FACILITIES AND MAIL BOXES

6.07 The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

RIGHT TO SPEAK AT MEETING

6.08 An Association representative may speak to the employees at the conclusion of any faculty/staff or other professional meeting.

REPRESENTATION: DISCIPLINARY INVESTIGATION

6.09 A member of the bargaining unit may, on request, be accompanied by an Association representative at a conference where disciplinary action is being administered.

REPRESENTATION: DISCIPLINARY HEARINGS

6.10 A member of the bargaining unit may, on request, be accompanied by an Association representative at a conference where disciplinary action is being administered.

6.11 It may become necessary for the Board to take the immediate step of suspending an employee prior to holding a disciplinary hearing. The suspension shall be with pay until the hearing is held. A hearing shall be held no later than five (5) work days after the day of the suspension. If after the disciplinary hearing the employee receives a suspension or discharge, the number of days involved shall be deducted from the employee's pay.

ARTICLE 7 – ATTENDANCE STIPEND

Employees who are not absent on any scheduled work day during their contract year except an absence that may come under federal non-discrimination guidelines, professional leave or release time, shall receive an additional stipend of \$200. Those who are absent for two (2) days or less shall receive an additional stipend of \$100.

## ARTICLE 8 – BOILER OPERATOR'S LICENSE

- 8.01 All custodians who hold a boiler operator's license shall be compensated an additional twenty-five cents (\$.25) per hour for all contract hours.
- 8.02 The Board shall contribute twenty dollars (\$20.00) yearly towards the renewal of boiler operator's licenses.

## ARTICLE 9 – BUS DRIVERS

- 9.01 A contract driver will be used on regular runs when the regular driver is absent, if known in advance and if the driver reporting off specifies that he/she will be off for five (5) days, or more, when they initially report off. Only contract drivers, who can fulfill the position for the duration of the absence, will be used under these circumstances.
- 9.02 The Board shall contribute thirty-five dollars (\$35.00) towards the renewal of the bus driver's CDL license.
- 9.03 The person in charge of securing substitutes has the option of going down the contract driver's seniority list at the time of need and assigning a driver, without delay, until a contract driver is assigned.
- 9.04 EXTRA TRIP PROCEDURE
- A. Contract drivers shall have priority over substitute drivers for any extra trips posted by the Transportation Supervisor.
- B. Regular drivers are obligated first to their contracts, with the following exception:
1. Regular drivers may be excused from their regular route to take routine field trips, which pay the regular rate, if said trip is at least six (6) hours in duration. Under these circumstances, a substitute will be hired for the regular route and the regular route driver will be deducted time missed from the regular route.

C. Extra trips will be assigned by the Transportation Supervisor to regular contract drivers who are available for the trips, on a rotating basis. Available contract drivers are those drivers who complete their a.m. routes prior to the field trip departure time and who will return from the field trip fifteen (15) minutes prior to their p.m. route.

1. Contract Trips – Trips offered rotationally to regular contract drivers, posted by the preceding Friday.

Eligible drivers not interested in selecting any of the trips offered or unable to schedule trip, will be charged with a trip taken.

2. Sub Trips – Trips under 6 hours that interfere with a contract driver's route assigned to substitute drivers.

3. Trip List – A chart will show the trips assigned to each driver.

4. Summer Trips – Trips assigned starting the first day of summer break until the day before school starts. Interested drivers required to sign trip list prior to start of summer break.

5. Overnight Trips – Trips which necessitate the driver staying overnight during the trip. These trips will be assigned rotationally by seniority on a separate trip list.

6. Late trips and trips left over after the bidding process will be assigned at the coordinator's discretion.

7. Drivers or their designees are expected to check and respond to the trip chart daily within thirty (30) minutes prior to the start of their run and thirty (30) minutes after their run. Any driver not responding to the trip chart within the thirty (30) minute time periods may have their name skipped during the selection process.

- D. In the event any driver has been assigned a trip that cancels after the assignment is made -- it will be considered a trip taken in regard to the rotation.
- E. If a driver is unable to take an assigned trip, it is the driver's responsibility to give twenty-four (24) hours notice to the Bus Coordinator to obtain a substitute for the assigned trip. If the driver is unable to give twenty-four (24) hours notice, it will be the driver's responsibility to obtain the replacement driver.
- F. Drivers who have supplemental trips or field trips less than one hour shall be paid one hour at their regular hourly rate. Drivers will receive one hour regular rate for "show-up" time if the scheduled trip is canceled and the driver has not been notified.
- G. For pre-inspection and clean-up after completion of an extra trip or field trip, driver will be paid an extra fifteen (15) minutes. The driver is to complete a payroll form indicating departure time and return time, with a notation to be made including the fifteen (15) minutes.
- H. Replacement drivers will not be charged with the trip.
- I. It is MANDATORY that drivers report to the Transportation Coordinator when they are not taking an assigned trip and they must give the name of the replacement. Failure to report the change will result in elimination from trip lists.
- J. Payment schedule for extra trips will be as follows:
  - 1. Payment schedule for extra trips will be paid at the regular rate.
  - 2. This rate will exclude overnight trips which shall have rates established specifically on the merits of each overnight trip to be taken.
  - 3. This rate will not apply to full-time employees of the Board of Education who drive a bus as part of their regular hours.

K. The provisions of this payment schedule will not affect the rate of payment for extra trips paid by the Board of Education for routine educational trips. The rate of pay for these trips will be the driver's regular rate for the duration of the trip.

L. Every effort will be made to include payment for extra trips in the driver's regular paychecks throughout the year.

Extra Duties shall be rotated annually with the current assigned person to be the last person assigned.

M. All four (4) hour plus contracted bus drivers shall be considered full-time employees and be eligible for all benefits. They shall be classified in accordance with 18.08 A of this contract.

9.05 Bus driver schedules shall be reviewed with drivers at the beginning of the school year and thereafter when changes are made.

A regular bus washing schedule shall be developed.

The bus drivers shall be required, as per law, to complete a pre-trip inspection of their buses. The pre-trip inspection shall be completed prior to the bus leaving the bus garage every morning. The drivers shall fill out a Board-provided pre-trip inspection sheet and shall turn it into the Bus Supervisor prior to departing.

On cold days when the buses are plugged in to keep the engine block warm, the mechanic will start the buses. On those days, drivers will be required to complete as much of the pre-trip before departing in the morning as possible with the bus running. The rest of the pre-trip (fluid levels) shall be checked before going on the afternoon routes.

The drivers shall be paid an additional 15 minutes per day for the pre-trip inspection and bus clean-up which had not been previously paid.

Drivers shall be paid supplemental amounts for driving time that extends beyond four (4) hours and fifteen (15) minutes on a regular basis as follows:

- a) 15 minutes to 29 minutes an additional 15 minutes shall be paid.
- b) 30 minutes to 44 minutes an additional 30 minutes shall be paid.

The drivers shall be permitted to keep a personal key for their bus. The district key for each bus must be turned in and hung in its appropriate place after each bus trip.

9.06 Alcohol/Drug Testing

- 1. Districts may include drug education awareness training as part of regular district in-service programs for all transportation employees. The Board's testing policy and Federal Regulations, Subpart F, Alcohol Misuse and Controlled Substance Use Information (Part VII, p. 7513-7514), shall be given to affected employees. This employee shall sign a proof of receipt.
- 2. The Supervisor who makes the determination that "reasonable suspicion" exists to test employees shall create a written report setting forth the specific observations relied upon to order the test. The Supervisor that makes the determination cannot also conduct the alcohol/drug test.
- 3. Random testing will be done during scheduled work time.
- 4. The same laboratory shall be used for all testing except as specified in subsection 7 below. Upon request, the name of the laboratory shall be provided to the Association office at the beginning of each school year.
- 5. Employees have a right to a hearing in order to provide the employee an opportunity to dispute any information and for the employer, prior to suspending the employee and/or ordering referral to evaluation, to provide an explanation. The employee is entitled to written charges and Association representation.
- 6. The Substance Abuse Professional (SAP) shall be selected by the employee from a list jointly agreed to by the Association and the Board.

7. If the employee disputes a positive test result, he may request a split specimen within seventy-two (72) hours from the time of notification at board paid expense. The test shall be done by a different laboratory and the GC/MS test shall be used. If the split specimen tests negative, the employee will be paid for any time lost during the 72 hour period.
8. If the first specimen tests positive and the second specimen tests negative, this will be deemed to be the official result of the drug test.
9. Any and all Board required Drug-Alcohol testing shall be paid by the board.
10. If the employee tests positive on the alcohol (at .04 or above) and/or drug test, he will be suspended without pay until completion of assessment and treatment, if needed. At the conclusion of the assessment and/or treatment, the Superintendent may do one of the following:
  - a) reinstate the employee to his original position; or
  - b) suspend without pay for up to three days at the Superintendent's discretion
  - c) If the employee has more than five years of service and it is a first offense involving the violation of the drug/alcohol testing policy and no accident is involved, the employee may:
    - i) be assigned to a non-safety sensitive position if available and if qualified. Otherwise, the individual will be placed on a recall list for the first position available and for which he is qualified; or
    - ii) be terminated under 3319.081 O.R.C. (Ohio Revised Code).
  - d) If the employee has five years or less of service, or it is a second offense involving the violation of the drug/alcohol testing policy, or an accident is

involved, the employee may be terminated after a hearing. The employee may challenge the termination at binding arbitration but only on the validity of the test results and not on mitigation of the penalty. This procedure, for circumstances covered by J.4 shall prevail over that contained in 3319.081 O.R.C. and/or the applicable collective bargaining agreement.

11. If the employee tests positive on the alcohol test (below .04), disciplinary action, if any:
  - a) shall be governed by 3319.081 O.R.C. and not under the terms of the collective bargaining agreement; or
  - b) may result in the employee being suspended without pay for up to three (3) days at the Superintendent's discretion.
12. The employee must present to the Superintendent written evidence of completion of assessment and/or treatment.

#### **ARTICLE 10 – BUS WASHING**

In the interest of safety, bus drivers must insure that windows and mirrors are clean, prior to starting each run, in order that adequate visibility may be maintained.

#### **ARTICLE 11 – CAFETERIA/CUSTODIAN**

- 11.01 When a cook is going to be absent for a period of five (5) days, or more, due to illness, personal leave, or for any other reason, all the cooks under contract in that kitchen shall be given first chance to move up to fill the absence on a seniority basis.
- 11.02 If it becomes necessary to increase the work hours in the cafeteria, the cook with the most seniority shall be given the opportunity to advance. If the most senior person does not wish to increase their hours, then the next most senior employee shall be offered the hours, etc. The substitute cook shall receive the position with the least number of hours.

- 11.03 Cafeteria employees and custodians shall receive \$50.00 per year clothing allowance.

## **ARTICLE 12 – CALAMITY DAYS**

- 12.01 A calamity day is defined as a scheduled school day in the school calendar during which all classes in the school district are canceled due to weather or other emergency conditions and such day is waived for make-up.
- 12.02 All non-certificated personnel in the bargaining unit will be paid at their regular rate for their daily contract hours whether they are required to work or not.
- 12.03 Non-certificated employees may be required to work on a calamity day by their immediate superior, principal or superintendent. In addition to their regular pay as set forth in the preceding paragraph said employees shall be paid one-time their regular hourly rate for all hours worked on a calamity day. No non-certificated employee shall refuse to work on a calamity day, if requested to do so by his immediate supervisor, principal or Superintendent. Requests for additional pay must be submitted to the Treasurer's office on supplemental pay forms on the next regular pay day.

## **ARTICLE 13 – CONTRACT/DISCIPLINE**

### 13.01 CONTRACTS

All employees shall enter into written probationary contracts for their employment which shall be for a period of not more than one (1) year (initial contract does not extend beyond June 30). Said probationary contract may be renewed four (4) times (four one-year contracts)

If the contract of the non-teaching employee is renewed beyond the probationary period, the employee shall be continued in employment and the salary provided in the contract/salary notice may be increased, but not reduced, unless such reduction is a part of a uniform plan affecting all non-teaching employees of the entire district.

The Board reserves the right to non-renew all probationary contracts without reason. Such notices shall be issued on or before the first day of June, in accordance with law.

This Article supercedes the statutory provision for limited and continuing contracts.

13.02 DISCIPLINE

The Superintendent may suspend without pay any employee for up to three (3) aggregated work days per classification per contract year. Such suspension(s) shall not be grieved under Article 16 nor challenged under O.R.C. 3319.081. The employee shall be provided written reasons for the suspension(s) and an opportunity to meet with the superintendent prior to the suspension.

**ARTICLE 14 – DRUG FREE WORKPLACE**

14.01 The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

14.02 The conviction, guilty, or no contest plea of an employee for unlawfully manufacturing, distributing, possession, use and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

**ARTICLE 15 – DUE PROCESS**

The issuance, re-issuance, and non-renewal of employee contracts will be in accordance with ORC 3319.081.

## ARTICLE 16 – GRIEVANCE PROCEDURE

### GRIEVANCE POLICY

- 16.01 The Board recognizes that, in the interest of effective personnel administration, a procedure is necessary whereby its non-certificated personnel can be assured of a prompt, impartial and fair hearing of grievances. "Non-certificated personnel" is defined as any member of the bargaining unit described under Article 1. The Grievance Procedure shall be available to all non-certificated personnel; no reprisals of any kind shall be taken against any non-certificated personnel or spouse initiating or participating in the grievance.
- 16.02 Grievance Defined - A grievance is a claim involving the alleged violation, misinterpretation or misapplication of:  
  
the Negotiated Agreement between the Board of Education and the Fairless Education Association.
- 16.03 Grievant - The lodging of any grievance shall be the exclusive right of the individual non-certificated personnel and/or the Fairless Education Association if more than one (1) non-certificated personnel is involved.
- 16.04 In order to provide direct and quick access to the building principal or Superintendent, in emergency and appropriate cases, the grievant(s) may omit one or more of the designated steps, when circumstances warrant.

### STEP ONE

- 16.05 Any non-certificated personnel having a grievance shall first discuss such grievance with his/her immediate supervisor.

### STEP TWO

- 16.06 If the discussion does not resolve the grievance to the satisfaction of the grievant, such grievant shall have the right to lodge a written grievance with such grievant's building principal. (Appendix A) Such written grievance shall be lodged within thirty (30) days following the alleged act or condition which is the basis of said grievance. The written grievance shall contain a concise statement of the facts upon which the grievance is based and reference to the specific provision of the contract allegedly

violated, misinterpreted, or misapplied. The grievant shall have a right to request a hearing before the building principal. Such hearing shall be arranged by the building principal and conducted within five (5) school days after the receipt of such request. The aggrieved shall have the right to be accompanied by counsel at all levels of the grievance procedure.

- 16.07 The building principal shall make a written finding within five (5) school days after said hearing. Such findings shall have the reasons for the action taken and a copy shall be sent to the grievant.

### STEP THREE

- 16.08 If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal, in writing, (Appendix B) to the Superintendent. Upon request, a hearing shall be conducted by the Superintendent within five (5) school days after the receipt of the request. The aggrieved shall have the right to be accompanied at such hearing by counsel.

- 16.09 The Superintendent shall take action on the appeal of the grievance within five (5) school days after the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant.

### STEP FOUR

- 16.10 If the grievant is not satisfied with the disposition of the grievance in Step Three, the grievant may request a hearing before an arbitrator. The grievant's request for arbitration must be submitted through the Association and be made within ten (10) calendar days of the receipt of the opinion in Step Three. The grievant's request for arbitration shall be by certified mail to the Superintendent. Within five (5) calendar days following receipt of the grievant's request for arbitration, the Superintendent or the grievant shall notify permanent arbitrator Rob Stein of his appointment. If he is unable or unwilling to serve, either party may petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator shall be selected by the parties, alternately striking names from the list.

16.11 The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. the decision of the arbitrator shall be final and binding on the parties.

16.12 The cost and expenses of the arbitrator shall be mutually shared by both parties.

### MISCELLANEOUS

16.13 Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, or access to the grievance procedure, including arbitration.

### ARTICLE 17 – HIRING /REHIRING RETIREES

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired with a public retirement system. If such individuals are hired/rehired, the following terms and conditions shall govern:

1. The individual shall be issued a one year limited contract which shall automatically expire and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.
2. Neither the Ohio Revised Code nor provisions of the collective bargaining agreement regarding non-renewal shall apply.
3. The Board, at its sole discretion, may offer insurance benefits.
4. The following Articles shall not apply:

Article 15	Due Process
Article 18	Insurances
Article 19	Job Vacancies, Transfers & Promotions
Article 20.12	Leave of Absence without Pay
Article 27	Reduction in Force

Article 32 Seniority  
Article 33 Severance Pay

### ARTICLE 18 – INSURANCE

18.01 Subject to the aforementioned limitations, payment for short-hour employees shall be based on daily contract hours for nine (9), ten (10), eleven (11) and twelve (12) month employees as follows:

- A. At least 7 or more hours – 95% of the total cost of monthly premiums for the term of the contract. (Effective July 1, 2011 – 90%)
- B. At least 5 but less than 7 hours – 80% of the total cost of monthly premiums for the term of the contract. (Effective July 1, 2011 – 75%)
- C. At least 3 but less than 5 hours – 55% of the total cost of monthly premiums for the term of the contract. (Effective July 1, 2011 – 50%)
- D. Less than 3 hours – 30% of the total cost of monthly premiums for the term of the contract. (Effective July 1, 2011 – 25%)
- E. Employees hired for the 1999-00 school year and thereafter must work at least thirty (30) hours a week to qualify for health, life and dental insurance benefits. This Section E. shall not apply to full-time bus drivers.

(caveat: the board will attempt to get a waiver from the insurance company to grandfather current employees working less than 30 hours for life insurance, if successful, it will be implemented, otherwise, those with less than thirty (30) hours cannot be covered)

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

18.02 **Medical**

A. The Board will pay 90% of the premium and the employee will pay 10% for full-time employees.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be

direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with SERS providing the participant pays 100% of the Board cost one (1) month in advance.

H. Specifications – PPO:

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of

\$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative - Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet

Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.



18.05 Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

ARTICLE 19 – JOB VACANCIES, TRANSFERS AND PROMOTIONS

19.01 The Board shall not be required to fill any vacancies.

19.02 DEFINITIONS

A. A vacancy shall be any position in the bargaining unit resulting from:

1. An employee's leaving employment as a result of a termination, resignation, or death
2. An employee's transfer to another position
3. An employee's assuming a non-bargaining unit position
4. The creation of a new position that falls within the bargaining unit.
5. A position filled by a substitute employee for more than fifty-eight (58) consecutive work days.

This provision does not apply to situations where an employee is temporarily absent from his/her position due to illness, injury, vacation or authorized leaves of absence.

19.03 Whenever an employee substitutes for an extended period of time they shall receive regular pay after 58 days.

19.04 Posting of Vacancy Notice

A. A vacancy notice shall be posted openly on all employee bulletin boards in all school buildings and the bus garage. At the same time the notice is posted, a copy of the notice will be sent to the Association President.

- B. The vacancy notice shall include: the position, title, qualifications, any testing requirements and a contact person for more information. Employees interested in more information may contact the person listed on the vacancy notice.
- C. The posting period shall be for five (5) work days. However, the five (5) day period is not required for vacancies that occur after August 15th.
- D. When school is not in session: (During June, July and August) Staff shall be notified of all district vacancies by email. Said vacancies will be held open for a period of five (5) working days from the date they were emailed. The five (5) day waiting period is not required for vacancies which occur in August. If an employee does not have access to email, upon request, vacancy notices shall be mailed.

19.05 Voluntary Transfer or Promotion

- A. Employees who desire a vacant position shall submit their bid in writing to the Superintendent within the posting period. Late bids shall not be accepted unless there are no qualified bidders who applied within the posted time limits. All timely bids will be reviewed and all timely bidders shall be interviewed for the position.
- B. Employees will be awarded jobs on the basis of qualification, experience, ability, and previous record of employment. Employees who are relatively equal in these areas will be awarded the job on the basis of bargaining unit seniority.
- C. Employees may request a meeting with the Superintendent to discuss reasons for denial.

19.06 Filling of Vacancies

- A. The Board shall interview applicants from the bargaining unit prior to interviewing outside applicants.
- B. The Superintendent shall notify the Association President. Such notification shall include the position filled and the name of the person filling the vacancy.

## ARTICLE 20 – LEAVES OF ABSENCE

### SICK LEAVE

- 20.01 Sick leave will be granted at the rate of fifteen (15) days with pay, for each year under contract, which shall be credited at the rate of one and one-fourth days per month, cumulative to a maximum of 360 days.
- 20.02 Conditions regarding use of sick leave are as follows:
- A. Sick leave shall be granted in case of personal illness or illness or death in immediate family.
  - B. "Immediate family" in case of illness shall include dependent members of employee's household and parents. The Superintendent may extend these provisions.
  - C. In case of death in employee's family, sick leave shall be granted.
  - D. "Immediate family" in case of death shall include: spouse, parents or persons who served in lieu of parents, parents-in-law, sons, daughters, sons-in-law, daughters-in-law, sisters, brothers, sisters-in-law, brothers-in-law, grandparents, grandchildren, and step-parents. The Superintendent may extend these provisions.
  - E. Part-time employees shall be granted sick leave in proportion to time employed.
  - F. All leave provided by this policy shall be deducted from accumulated sick leave.
  - G. Fairless Board of Education will not accept sick leave accumulated outside Ohio, or from any agency except a public agency, as mandated by law.
  - H. Employee, for the use of sick leave other than personal illness, may be required to submit reasonable evidence as proof of eligibility.

## MATERNITY CHILD CARE

20.03 The Fairless Board of Education agrees to provide employees a child care leave of absence, within one (1) year of the birth of the child, without pay, as set forth below:

- A. The length of the child care leave shall be no longer than three (3) semesters and no shorter than one (1) semester (or portion thereof). The leave shall be taken in increments of a semester with no mid-semester returns, except by mutual agreement of the Superintendent and the employee.
- B. At the time leave is requested, the employee shall indicate the length of the leave (i.e. 1, 2 or 3 semesters) being requested. After the selection has been made, any requests for a change will be subject to approval by the Superintendent and the employee.
- C. Upon return from child care leave, the employee shall be entitled to reinstatement to the same, or similar, position with the same contractual status which was held prior to the leave, or if that position is no longer available, to a substantially equivalent position for which the employee holds valid unexpired certification or qualifications. If said leave is extended, the same provision shall apply.
- D. Where group insurance policy permits, an employee on child care leave may continue to participate in those benefits which are provided to other employees by payment of the group rate for such benefits prior to the monthly payment date.
- E. An employee who is adopting a child shall be entitled to leave, subject to the provision of this section.

## PREGNANCY

20.04 Employees may use sick leave for absence due to pregnancy.

## PERSONAL LEAVE

20.05 Non-certificated employees shall have three (3) days of personal leave which are not deductible from sick leave. This leave is to be used for the conducting of business that cannot be conducted

at any other time. The employee must submit a request in writing to the principal of his/her building one week in advance, if possible. The request need state no reasons except "personal business," except the leave may not be used two (2) days preceding or following a holiday or vacation period unless justified to and approved by the Superintendent of schools. One day of personal leave may be carried over to the next year.

Principals may limit the number of non-certificated employees on personal leave from a particular building, at a particular time (Total per day not to exceed 10% system-wide).

### ASSAULT LEAVE

- 20.06 Subject to the approval of the Superintendent, an employee may be granted assault leave in the event the said employee is absent due to physical or mental disability resulting from an assault which occurs in the course of Board Employment. In no event shall assault leave extend beyond one month.
- 20.07 An application for assault leave shall be on prescribed forms, supplied by the administration, and shall be signed by the employee, and, if applicable, the licensed physician, or other licensed health care practitioner of the employee.
- 20.08 Assault leave granted under this policy by the Superintendent shall not be charged against sick leave earned, or leave granted under other leave policies adopted by the Board of Education.
- 20.09 To qualify for assault leave, in addition to the items set forth above, the employee must file claim with the Bureau of Workers' Compensation. All medical payments shall be applied for through the Bureau of Workers' Compensation. If Workers' Compensation benefits are granted, the amount of these benefits shall be subtracted away from the assault leave benefits (per diem rate of pay) paid by the Board of Education.
- 20.10 If an employee becomes permanently disabled due to assault, he shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his retirement.

## JURY DUTY

- 20.11 The Board will pay for time lost during any work day (Monday through Friday) to any employee for the purpose of serving municipal, county, state or federal jury duty on the following basis:
- A. Employee must immediately report to his immediate supervisor the receipt of notice for jury duty.
  - B. The employee will work any part of the day during which it is practical.
  - C. Any jury fees received by the employee shall be deducted from the amount to be paid by the Board.
  - D. A certificate will be required from the employee, properly signed by the court, indicating such periods served on jury duty. The certificate must be signed by the local Superintendent before adjustment is made by the Treasurer.

## LEAVE OF ABSENCE WITHOUT PAY

- 20.12 It is the Board of Education's fundamental belief that employees must make every effort to be on the job every day. If, however, it should become necessary for an employee to be absent, a request must be submitted in writing to the Superintendent. Leaves of absence, without pay, are subject to the following conditions:
- A. Leaves of absence, without pay, are to be granted only if there is no cost to the Board of Education during the leave period.
  - B. All fringe benefit costs, during the leave period, are to be paid by the employee in advance of the leave -- once tentative approval has been granted.
  - C. Requests for leave of absence, without pay, must be presented fifteen (15) days in advance.
  - D. An employee, to be eligible to request a leave of absence, without pay, must have five (5) years of continuous service to the Fairless School District. At

his/her discretion, the Superintendent may grant the leave before the completion of the five (5) continuous years.

An exception shall be granted by the Superintendent for an individual who may have a conflict with Article 3 Non-discrimination of this agreement.

- E. Employees have a total of fifteen (15) days without pay to be used over the next five (5) year period at the rate of three (3) days per year beginning with the 5<sup>th</sup> year of the employee's contract. No more than ten percent (10%) of the bargaining unit or ten percent (10%) of any one classification may be on this type of leave at any one time. In addition this leave may be denied if it would cause any more than ten percent (10%) of the bargaining unit or any one classification to be absent from work. This leave is not to be used in conjunction with paid or unpaid leave, e.g. vacations, holidays, personal leave, etc. No leave shall be less than one (1) full day. The Superintendent may extend the provisions of this section for extenuating circumstances.
- F. No leave of absence, without pay, shall exceed fifteen working days.

#### CONFERENCES, WORKSHOPS, IN-SERVICE MEETINGS

- 20.13 Subject to the approval of the Superintendent and building Principal, where applicable, non-certified employees may attend in-service meetings, conferences, and workshops. Expenses paid by the Board not to exceed actual expenses, plus approved mileage, upon prior approval of the Superintendent.
- 20.14 Requests for in-service days for all other employees are subject to Superintendent approval in each instance.

#### FAMILY MEDICAL LEAVE

- 20.15 If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA.

Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.

The Board shall provide a copy of the policy of FMLA in the library of each building.

### **ARTICLE 21 – LONGEVITY**

- 21.01 At the end of ten (10) years of continuous service in the Fairless School District, the Board will pay non-certificated employees in the bargaining unit two hundred seventy-five dollars (\$275.00) longevity pay, annually, in addition to their regular annual salary.
- 21.02 At the end of fifteen (15) years of continuous service in the Fairless School District, the Board will pay non-certificated employees in the bargaining unit three hundred twenty-five dollars (\$325.00) longevity pay, annually, in addition to their regular annual salary.
- 21.03 In addition to the longevity pay stated in Article 21.02, there will be a one time lump sum payment of two hundred fifty dollars (\$250.00) at the 15 year step and a one time lump sum payment of two hundred fifty dollars (\$250.00) at the 20 year step.
- 21.04 "Years" under this provision shall be interpreted to mean 160 paid days (minimum) equal to one (1) year.
- 21.05 Longevity will be paid only on full years of service. Longevity pay will be in a lump sum payment, the last pay period of the contract year.

### **ARTICLE 22 – MILEAGE**

Approved mileage for persons required to travel in order to carry out their assignments will be reimbursed at the IRS rate in effect for the current year. Travel reports must be filed monthly in the office of the building principal, on or before the 10th of the month, to cover the preceding month. Reports must be approved by the principal and the Superintendent.

## ARTICLE 23 – OVERTIME PAY

- 23.01 The Fairless Board of Education shall assume financial responsibility for the payment of all Board of Education employees who work regular hours, and extra hours, in approved programs and activities. Such payment will be made by the Treasurer of the Board of Education from Board of Education funds.
- 23.02 All extra-curricular and special activities requiring the presence of a custodian, who is not regularly assigned and working his regular hours, must be approved by the building principal. Whenever possible, programs and other activities shall be scheduled when the regular custodians are on duty. If extra-curricular or special activities, unexpected or non-routine conditions, or emergency situations necessitate additional hours of work, the building principal or Superintendent of Buildings and Grounds may approve overtime hours for regular employees on a limited basis. This does not preclude the right of the Board of Education to call substitutes when the regular employee is absent or to call substitutes or part-time workers if, in the judgment of the administration, payment for over-time becomes excessive.
- 23.03 To insure the safety of school buildings and property when buildings are not in use or otherwise occupied, the building principal will assign the Head Custodian, or other employee of the Board of Education, to make periodic checks as necessary. Such checks will be limited to extremely cold weather, floods, severe storms or any emergency conditions when the security of the building may reasonably be deemed in jeopardy. Principals shall insure that hours worked in this connection are held to a necessary minimum.
- 23.04 Request for payment for extra or overtime hours shall be submitted on supplemental forms which must be approved by the building principal and the Superintendent before payment is made. Payment will be made at a time-and-a-half rate if the employee works more than 40 hours per week or 8 hours per day. All work performed on Holidays shall be paid at a double rate (two (2) times the regular rate).
- 23.05 Any employee required to report to work and then sent home shall receive a minimum of two (2) hours pay. This provision

does not apply to bus trips or calamity days or normal building checks.

- 23.06 It is the responsibility of the employee to submit supplemental forms in order to receive payment. Such forms must be submitted on the next regular pay day.

### ARTICLE 24 – PAID HOLIDAYS

- 24.01 Non-certificated employees who are under contract (excluding substitutes, extra help, summer employees and occasional employees), who accrue earnings (by working or being on approved sick or personal leave), on his next preceding and his next following scheduled work day, before and after such holiday, shall be paid his regular rate of pay as follows:

#### EMPLOYEES UNDER CONTRACT FOR TWELVE (12) MONTHS

- 24.02 New Year's Day, Martin Luther King Day, President's Day (If there is no school), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving (If there is no school) Christmas Day and the day after Christmas. If Christmas Day or New Year's Day falls on Saturday, the employee may observe the holiday on the preceding Friday, or if said holidays fall on Sunday, they may be observed on the following Monday, if there is no school on Friday or Monday, as the case may be.

#### EMPLOYEES WHO WORK ONLY ON DAYS SCHOOL IS IN SESSION

- 24.03 New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.

Employees who work more than the school year, but less than twelve (12) months:

- 24.04 New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day -- excepting those holidays which follow the last scheduled work day or precede the first scheduled work day of the contract.

## ARTICLE 25 – PAYROLL DEDUCTIONS

- 25.01 The Board agrees to deduct from the wages of employees for the payment of dues to the Association upon presentation, of a written authorization list by the Association to the Treasurer prior to Oct. 1. The deduction shall continue from year to year automatically unless authorization is withdrawn in writing by Oct. 1, individually executed by an employee.
- 25.02 Monthly payroll deductions shall be forwarded to the Treasurer of the local Association within fifteen (15) days.
- 25.03 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of, or by reason of, action by the Association or the Board.
- 25.04 Association dues shall be deducted in twenty (20) equal installments.
- 25.05 Any member of the bargaining unit may have city income tax withheld from his/her pay. The amount of said deduction and to what city the taxes are to be paid shall be submitted to the Treasurer of the Board, in a letter of request and authorized by the member, on or before September 1 of each year.
- 25.06 The Board will also make payroll deductions for tax-sheltered annuities on the basis of an annual deduction authorization.
- 25.07 Payroll deductions will be made for any share of insurance or hospitalization the employee must pay.
- 25.08 The Board will make authorized payroll deductions for the Stark County Federal Credit Union. Said funds shall be transmitted to the Credit Union within five (5) days of the date the salary checks are issued.
- 25.09 The Board agrees to deduct from the wages of employees for the Fund for Children and Public Education upon presentation, annually, of a written authorization list by the Association to the Treasurer prior to October 1.

**ARTICLE 26 – PERSONNEL FILES**

- 26.01 A. Non-certified personnel shall have the right, upon request, to review the contents of their personnel file and to receive a copy at their expense of any documents contained therein. A non-certificated person shall be entitled to have a representative of the Association accompany him/her during such review. At least once every two (2) years, a non-certificated person will have the right to indicate those documents and/or materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent and/or designee and if he agrees, they will be destroyed.
- B. No material derogatory to a non-certificated person's conduct, service, character or personality will be placed in his/her personnel file unless he/she has had an opportunity to review the material. The non-certificated person will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The non-certified person will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent of Schools and attached to the file copy.
- 26.02 Any written and signed complaint regarding a non-certified person made to any member of the administration by any parent, student or other person which is used in any manner in evaluating a non-certificated person will be promptly investigated and called to the attention of the non-certificated person. The non-certificated person will be given an opportunity to respond to and/or rebut such complaint.

**ARTICLE 27 – REDUCTION IN FORCE**

- 27.01 The Board of Education may make a reasonable reduction in its non-certificated personnel when decreased enrollment of pupils (overall and in subject areas), return to duty of regular non-certificated personnel after leaves of absence, or by reason of suspension of school, reorganization of schools, or territorial

change affecting the district or finances, the Board decides that such reduction is necessary. What constitutes a reasonable reduction is left to the judgment of the board.

A reduction for finances may occur under the following circumstances:

If the total general fund revenue for the current fiscal year decreases over the previous fiscal year or if the increase in total general fund revenue for the current fiscal year is less than the increased cost of salary and fringes for that fiscal year.

- 27.02 Whenever it becomes necessary to lay off employees, effected employees shall be laid off according to seniority within the classification, with the least-senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular classification, computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service.
- 27.03 The classifications to be used for the purpose of defining classification seniority shall be: secretaries, aides, cooks, custodians, maintenance and mechanics, bus drivers, monitors, librarians, crossing guards, copy machine operator, high school cashier, and assistant bus coordinator. Classifications with multiple salary schedules will have rate of pay established as per salary schedule if RIF occurs.
- 27.04 The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off. Each employee to be laid off shall be given advance written notice stating the reasons and the effective date of the intended layoff.
- 27.05 Any employee who exercised bumping rights to a position of lesser pay and/or hours shall be offered the first available vacancy which occurs in the classification from which the employee was originally laid off.
- 27.06 Employees who have worked under contract in another classification, and are subject to layoff may displace the least-senior employee in their former classification, providing the following conditions are met:

- A. Employee must have satisfactory experience in the former classification.
- B. Employee must not have had a contract non-renewed from the former classification.
- C. The employee must have more years of experience in the former classification than the least-senior employee currently in the former classification, or, the employee must have more total years of experience, when combining their current classification with their former classification, than the least-senior employee who is currently working in the former classification.
- D. The employee must be willing to accept the pay scale of the former classification.

27.07 The Superintendent shall prepare a reinstatement list in reverse of layoff. Reinstatement shall be made from this list before any new employees are hired in the effected classifications.

27.08 Vacancies which occur in the classification of layoff shall be offered to, or declined by, the employees standing highest on the layoff list, before the next person on the list may be considered. Employees shall have one calendar week from the date of receipt to respond. Notification of acceptance, or decline, should be presented to the Superintendent in writing; however, failure to respond at all shall be considered refusal of position. It is the responsibility of the involved employees to advise the Board of an address where he/she can be reached. Any employee who declines reinstatement shall be removed from the reinstatement list and the Board of Education shall have no further obligation to the employee. Notice of vacancy or reinstatement shall be by certified mail.

27.09 The employee's name shall remain on the appropriate reinstatement list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and all rights related to salary and fringe benefits. Time spent on layoff shall not count as experience for seniority or salary purposes.

## ARTICLE 28 – SALARY

### FAIRLESS LOCAL NON-TEACHING SALARY SCHEDULE Effective 7-1-2011 to 6-30-2014

	Level 0	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
<b>SECRETARIES</b>							
All Secretaries, H.S. Cashier	12.15	13.24	13.50	13.81	13.98	14.23	14.51
<b>SUPPORT STAFF</b>							
Classified Librarian	11.46	12.48	12.67	12.88	13.14	13.35	13.62
Teacher Aides, Study Hall Monitors, Crossing Guards, Copy Machine Op.	11.24	12.20	12.42	12.58	12.85	13.06	13.32
<b>MAINTENANCE</b>							
<b>Technician-Head Custodians No Boiler License</b>							
	0	1	2	3	4	5	6
Head Custodian: Days	14.04	15.26	15.62	15.90	16.19	16.47	16.80
Head Custodian: PM's & Midnights(+.30)	14.34	15.56	15.92	16.20	16.49	16.77	17.10
<b>Technician-Head Custodians With Boiler License (+.25)</b>							
	0	1	2	3	4	5	6
Head Custodian: Days (+.25)	14.29	15.51	15.87	16.15	16.44	16.72	17.05
Custodian PM's & Midnights (+.30)	14.59	15.81	16.17	16.45	16.74	17.02	17.35
<b>Regular Custodians No Boiler License</b>							
	0	1	2	3	4	5	6
Custodian Days	13.33	14.45	14.71	14.98	15.29	15.56	15.87
Custodian PM's & Midnights (+.30)	13.63	14.75	15.01	15.28	15.59	15.86	16.17
<b>Regular Custodians With Boiler License</b>							
	0	1	2	3	4	5	6
Custodian Days (+.25)	13.58	14.70	14.96	15.23	15.54	15.81	16.12
Custodian PM's & Midnights (+.30)	13.88	15.00	15.26	15.53	15.84	16.11	16.42

<b>FOOD SERVICE</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Head Cooks - All Buildings	11.66	12.64	12.89	13.21	13.49	13.76	14.04
Cook, Server, Cafeteria Monitor	11.24	12.20	12.42	12.58	12.85	13.06	13.32

<b>TRANSPORTATION</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Head Mechanic, Assistant Coordinator	15.43	16.78	17.10	17.43	17.74	18.33	18.70
Bus Driver, Mechanic	14.35	15.62	15.89	16.15	16.42	16.70	17.03

If another bargaining unit agrees to increases in excess of those listed in this article, negotiations will be reopened for discussions on salary.

No movement on the index steps effective 7-1-2011 to 6-30-2014.

## ARTICLE 29 – SALARY PAYMENTS

Employees will receive their annual salary in twenty-six (26) installments.

## ARTICLE 30 – SCHOOL EMPLOYEES' RETIREMENT SYSTEM

- 30.01 The Treasurer of the Board of Education shall contribute to the School Employees' Retirement System, in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary, otherwise payable to such non-certificated employee.
- 30.02 The total annual salary for each employee shall be the salary otherwise payable under their contract. The total annual salary shall be payable in two parts; #1 deferred salary, #2 cash salary. An employee's deferred salary shall be equal to that percent of said employee's total annual salary which is required by SERS to be paid as an employee. Contribution by said employee shall be paid by the Board to SERS on behalf of said employee as "pick-up" of the SERS employee contribution, otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable subject to applicable payroll deductions, to said employee.
- 30.03 The Board's total combined expenditure for employee's total annual salary otherwise payable under their contract (including "pick-up" amounts) and its employer contribution to SERS shall not be greater than the amounts it would have paid for these items had this provision not been in effect.
- 30.04 The Board shall compute and remit its employer's contribution to SERS based upon the total annual salary, including the "pick-up". The Board shall report for Federal and Ohio income tax purposes as the employee's gross income, said employee's total annual salary less the amount of "pick-up". The Board shall report for SERS and municipal income tax purposes as an employee's gross income, said employee's total annual salary including the amount of the "pick-up". The Board shall compute

income tax withholding based upon gross income as reported to the respective tax authorities.

- 30.05 SERS "pick-up" shall in no way affect unemployment compensation, workers' compensation, severance payment, daily rate of pay, or any other calculation based on the adopted salary schedule.
- 30.06 The "pick-up" shall be a uniform percentage for all non-certificated employees, and it shall apply to all payroll payments made after the effective date after November 1, 1987, and shall not be at the individual employee's option.
- 30.07 The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the Internal Revenue Service or other governmental entity declares this "pick-up" not to be null and void then the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.
- 30.08 Each bargaining unit member shall be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans. Individuals shall have the right to adjust annuity deductions annually.

#### PICK-UP WITHOUT REDUCTION

- 30.09 The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the School Employee's Retirement System (SERS) on behalf of the individuals in the bargaining unit on the following terms and conditions:
- A. The amount to be picked-up and paid on behalf of each individual shall be three percent (3%) of the individual's compensation effective July 1, 1993, an additional 2% effective July 1, 1994 (Total 5% pick-up ) and an additional 2% effective July 1, 1995 (Total 7% pick-up). Pick-up contributions shall be included in earnings for retirement purposes for all non-certificated staff.
- B. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.

C. The Board shall pay the member and employer contributions on the picked-up amount.

D. The pick-up shall apply to all compensation, including supplemental earnings.

30.10 In the event Ohio law prohibits continuation of the 7% SERS "pick-up without reduction" provided for in Article 30.09, the base salary will be increased by 7%.

### **ARTICLE 31 – SECRETARIES CALLING SUBSTITUTES**

The Board of Education agrees that secretaries should not have to call substitutes from their homes, on their own time.

### **ARTICLE 32 – SENIORITY**

#### **TYPES OF SENIORITY**

32.01 District Seniority is defined as the length of continuous employment as a regular employee with the school district from the last date of hire. This shall include all regular employment in or outside of the bargaining unit, except substitute or temporary employment.

32.02 Bargaining Unit Seniority is defined as the length of continuous payment from the last day of hire in the bargaining unit.

32.03 Job Classification Seniority is defined as the length of employment in the job classification without a break in bargaining unit seniority.

32.04 Leaving the Bargaining Unit - Seniority shall be frozen if a member transfers outside the bargaining unit but remains an employee of the district. Upon returning to the bargaining unit without a break in service the member shall get credit for his previous bargaining unit and job classification seniority.

32.05 BREAKING TIES IN SENIORITY

Job Classification Seniority

When two (2) or more employees have the same job classification seniority, the employee with the most bargaining unit seniority shall be the most senior.

Bargaining Unit Seniority

When two (2) or more employees have the same bargaining unit seniority, the most senior bargaining unit employee shall be determined by the toss of a coin.

32.06 BREAKING SENIORITY

All seniority shall be broken and employment shall be terminated when a bargaining unit member:

- A. Quits or retires from the school district
- B. Is discharged for just cause
- C. Is non-renewed
- D. Is laid off for a period exceeding two (2) consecutive years
- E. Fails to report to work under the time limits specified under recall from layoff Article 27, Section 08
- F. Is absent for four (4) or more consecutive days without notifying the district

32.07 SENIORITY LIST

Each November the Association will be given a copy of the Seniority List for all bargaining unit members. This list shall show School District Seniority and Job Classification Seniority for each employee in the bargaining unit. This list may be posted by the Association and will be available in the Superintendent's office for a period of thirty (30) calendar days. During such time the Association or an employee may review said list and challenge any errors on the list. After the thirty (30) calendar day

period has ended, any questions as to accuracy of the list may not be raised and the list shall be considered valid.

### **ARTICLE 33 – SEVERANCE PAY**

- 33.01 The Board of Education will pay to employees who are eligible for retirement payments under the School Employees' Retirement System, who are retiring directly from employment in the Fairless School District, severance pay based on the employee's rate of pay at the time of retirement not to exceed one-fourth (1/4) of his/her accrued, but unused sick leave, and not to exceed a maximum of 73 days. Payment shall be made the January following retirement. Payment for sick leave, on this basis, shall be considered to eliminate all sick leave accrued by the employee at that time.
- 33.02 This payment is to be made upon evidence of approval of retirement benefits by the appropriate retirement system and verification from the employee that the first check has been received; provided, however, that the retirement be effected within one year of the last day of active service.
- 33.03 The Board of Education is authorized under law to negotiate policy to make a payment for accumulated sick leave credit to an employee upon retirement. Such a payment may not, however, be made at the time of an employee's resignation from the Board of Education prior to retirement.
- 33.04 The above payment shall be exempt from deductions, except as provided by law.

### **ARTICLE 34 – SHIFT DIFFERENTIAL**

- 34.01 Regular full-time custodial personnel, whose shift begins after 1:00 p.m. or after 9:00 p.m. shall receive a stipend of \$.30 per hour over and above the regular salary schedule.
- 34.02 Custodians who normally work evening or night shift, but who work during the day in place of Head Custodian, will not receive shift differential during the period they are on day turn.
- 34.03 When a Custodian is unable to work for a period exceeding five (5) days, the most Senior Custodian in the building will be

offered the Custodian position and be paid the differential for hours worked.

### ARTICLE 35 – TUITION-FREE ATTENDANCE

Children of members of the bargaining unit may attend the Fairless Local Schools tuition-free as long as the increase in students due to this clause does not necessitate the employment of additional staff.

Admission shall only be at the beginning of the school year.

### ARTICLE 36 – VACATIONS

36.01 Each full-time non-certificated employee, including full-time hourly rate and per-diem employees, who work at least eleven (11) months annually, after service of one year with the Fairless Board of Education, shall be entitled to vacation leave with full pay, excluding legal holidays as follows:

36.02	<u>Years of Service Completed</u>	<u>Days of Vacation Leave</u>
	Less than One	0
	One through Five	10
	Six	11
	Seven	12
	Eight	13
	Nine	14
	Ten through Fourteen	15
	Fifteen through Nineteen	20
	Twenty or more	25

36.03 Vacation time may be taken at the discretion of the employee subject to the following conditions:

- A. Employee must give at least two calendar weeks advance notice.
- B. During the school year when school is in session, the building Principal may limit the number of employees on vacation at the same time to no more than one in each department in that particular building and the

Superintendent of Schools may limit the number on vacation at a given time, on a district-wide basis, to no more than two employees in each department.

- C. Vacation time must be approved by the building Principal if the Principal is on duty at the time, and by the Superintendent of Schools. In the case of custodial and maintenance personnel, vacation time must be approved by the Superintendent of Buildings and Grounds and the Superintendent of Schools.
- D. No vacation time may be taken while school is in session unless a suitable replacement can be secured.
- E. Vacation must be taken annually and will not be cumulative. An employee may not elect to take pay in lieu of a vacation.

#### **ARTICLE 37 – EFFECTS OF THE CONTRACT**

37.01 The terms of this contract shall be effective July 1, 2011, through and including June 30, 2014.

37.02 The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules and regulations as it deems appropriate except when expressly and specifically limited or restricted by the terms of this contract. However, the parties shall remain obligated to negotiate mid-term on mandatory subjects of bargaining not already contained in this contract, and were not added during the bargaining process. If, during the term of this Agreement, the Board is required by law to negotiate mid-term on terms and conditions of employment, then the parties will meet to negotiate within thirty (30) days.

When impasse is reached over items not contained in the contract, the aboard may implement its last best offer. The Board is not required to participate in the dispute resolution process prior to Board implementation.

37.03 If any part of this contract is found to be in violation of federal or state law in a manner not permitted by Chapter 4117, said part found to be in conflict will automatically be declared invalid and

shall be inoperative. The remaining parts of the agreement shall continue to be in effect.

37.04 This contract may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.

37.05 The Association does hereby affirm and agree that it will not, during the term of this Agreement, either directly or indirectly call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Board, either in whole or in part, or any other professional duties or employment obligation of the district employees.

In addition, the Association shall cooperate at all times with the Board in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violations of this Article occur, the Association shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Board is prohibited, not sanctioned by the Association and order all employees to return to work immediately. It is further agreed that any violation of the above may be sufficient grounds for immediate disciplinary action.

FOR THE ASSOCIATION

Cornice Messenheimer - Courtney 6-23-11  
President, Fairless Education Association Date

James Wall 6-23-11  
Negotiating Team Member Date

Eric D. Smith 6-23-11  
Negotiating Team Member Date

Yamini Parker 6-24-11  
Negotiating Team Member Date

Sharon Tompkins 6-27-11  
Negotiating Team Member Date

FOR THE BOARD OF EDUCATION

Jody B. Seward 6/23/11  
President, Fairless Board of Education Date

[Signature] 6/23/11  
Treasurer Date

Dr. M. J. Fair 6-23-11  
Superintendent Date

Dr. Lynn A. Wagner 6-23-11  
Negotiating Team Member Date

Fairless Local Schools  
Grievance Report Form

Step Two

Date \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Grievant's Signature \_\_\_\_\_

Contract Article allegedly violated, misinterpreted or misapplied \_\_\_\_\_

Statement of Grievance:

Hearing date with building principal/immediate supervisor \_\_\_\_\_

Finding rendered by building principal/immediate supervisor:

Signature of principal/immediate supervisor rendering the finding

X \_\_\_\_\_

Date \_\_\_\_\_

Fairless Local Schools  
Grievance Report Form

Step Three

Date \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Grievant's Signature \_\_\_\_\_

Contract Article allegedly violated, misinterpreted or misapplied \_\_\_\_\_

Statement of Grievance:

Hearing date with Superintendent \_\_\_\_\_

Finding rendered by Superintendent:

Signature of Superintendent

X \_\_\_\_\_

Date \_\_\_\_\_