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**NEGOTIATED AGREEMENT**

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between the

**BARBERTON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

and

**OHIO COUNCIL 8 AND LOCAL 265  
BOTH OF THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

**Effective January 1, 2012, through December 31, 2013**

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**PREAMBLE**

It is recognized that the best interests of public education will be served by establishing procedures to provide an orderly method for the Barberton City School District Board of Education, hereinafter referred to as the "Board," and representatives of Local 265 of the American Federation of State, County, and Municipal Employees and Ohio Council 8 of the American Federation of State, County, and Municipal Employees, hereinafter referred to as the "Union," to discuss matters of concern and to reach satisfactory agreement of these matters.

Therefore, the Board hereby reserves unto itself all power conferred upon and vested in it by law including, but not limited to, the rights identified in §4117.08(C) of the Ohio Revised Code. Such rights shall be limited only by the specific and express terms of this Agreement.

The provisions of this Agreement supersede all previous agreements between the Barberton City School District Board of Education and Ohio Council 8 and Local 265 both of the American Federation of State, County, and Municipal Employees, AFL-CIO.

**ARTICLE I**  
**RECOGNITION AND NEGOTIATION PROCEDURES**

**1.01 Recognition of the Board**

The Union recognizes the Board as the locally elected body charged with the control of public education in the Barberton City School District and as the Employer of all support staff personnel of the school system. The Board retains the rights set forth in O.R.C. §4117.09 unless specifically set forth herein.

**1.02 Union Recognition - Areas of Negotiation**

The parties will work together to revise the job classification listing so that all job titles reflect current positions in the District and will jointly petition SERB.

The Union is recognized as the sole and exclusive bargaining agent with respect to all matters pertaining to wages, hours, or terms and conditions of employment for the following deemed certified bargaining unit described as follows:

**INCLUDED:** All support staff employees employed in the following classifications:

<b><u>Code</u></b>	<b><u>Classification</u></b>	<b><u>Progression Series</u></b>
10.060	Secretary III - Office of Student Services	B-3
10.100	Secretary III - Receptionist	B-3

<b>Code</b>	<b>Classification</b>	<b>Progression Series</b>
10.240	Secretary I - High School	B-1
10.260	Secretary II - Middle School	B-2
10.270	Secretary III - High School	B-3
10.280	Secretary III - High School	B-3
10.300	Secretary III - Guidance	B-3
10.310	Registrar	B-5
10.320	Secretary III - Technology	B-3
10.380	Secretary IV - Elementary School	B-4
10.390	Secretary IV - High School Attendance	B-4
10.400	Secretary III - Athletic Director	B-3
10.410	Secretary III - Office of Elementary/Secondary Curriculum	B-3
10.420	Office Aide	B-6
10.430	Monitors	D-1
10.440	Educational/Teacher Aide - Multiply Handicapped Program	D-1
10.480	Teacher Aide	D-1
10.483	Teacher Aide Emotionally Disabled Program	D-1
10.485	Teach Aide - Latchkey Program	D-1
10.488	Teacher Aide - Developmentally Disabled	D-1
10.520	Cafeteria Manager - Barberton High School	C-1
10.540	Cafeteria Manager	C-2
10.545	Cafeteria Manager - Satellite Base	C-2
10.560	Cook V - Cafeteria Worker	C-3
10.561	Cook V - Satellite Server	C-3
10.580	Cook VI - Cafeteria Worker	C-4

<b>Code</b>	<b>Classification</b>	<b>Progression Series</b>
10.581	Cook VI/Head Start - Cafeteria Worker	C-4
10.582	Cook VI/Satellite Server - Cafeteria Worker	C-4
10.680	Building Custodian (All Shifts)	A-6
10.700	Cleaning Person	A-7
10.740	Courier	A-4
10.760	Carpenter-Masonry Maintenance	A-1
10.780	Heating-Ventilating-Air Conditioning Maintenance	A-1
10.800	Maintenance A	A-1
10.820	Utility Worker II - Painter	A-2
10.860	Utility Worker	A-2
10.880	Storekeeper	A-3
10.920	Groundskeeper - Stadium Complex	A-2
10.921	Groundskeeper - Sports Complex includes three separate shifts of work defined as follows:	
10.921 (A)	Sports Complex A - M-F (First Shift)	A-2
10.921 (B)*	Sports Complex B - Tues-Sat (First Shift)	A-2
10.921 (C1)*	Sports Complex C1 - Sun-Thurs (Second Shift)	A-2
10.921 (C2)*	Sports Complex C2 - Tues-Sat (Second Shift)	A-2
	* Differentials apply to Saturday and Sunday workdays	

**EXCLUDED:** All management level employees, professional employees, confidential employees, guards, and supervisors as defined in O.R.C. Chapter 4117, EMIS coordinator, seasonal and casual employees as determined by the State Employment Relations Board, any employee not specifically included above, and students whose primary purpose is education.

**1.03 Progression Series**

Notwithstanding the Progression Series noted in Section 1.02 above, for purposes of Article I, Section 1.02, is only intended to reflect Appendix B-Progression Series, relative to Section 10.01 (Bidding Posting Procedures) and Article XI (Layoff-Recall Procedure) herein, and is not included or intended to be made part of Section 1.02 or deemed certification status of the support staff personnel Inclusions or Exclusions, and is solely for the parties' convenience.

1.04 New Job Classifications

All newly created job classifications in which support staff employees are to be employed in any department which has employees included within the support staff personnel which are similar to job classifications then included under the support staff personnel shall become part of the support staff personnel and shall be covered by and subject to the terms and provisions of this Agreement.

1.05 Negotiation Team

The negotiation committee of Local 265 will be comprised of not more than six (6) members and not more than two (2) representatives of Ohio Council 8. The Board negotiation team will be comprised of not more than eight (8) members designated by the Board.

1.06 Adoption of Agreement with Local 265

The tentative agreement reached by the negotiation teams of the Union and the Board must complete the following steps, in sequence, before it becomes a binding agreement.

- A. Ratified by the membership of Local 265.
- B. Adopted by the Board.
- C. **Within thirty (30) days after the parties ratify the Collective Bargaining Agreement the document shall be available for signatures.**

The above procedure shall be in compliance with Chapter 4117 of the Ohio Revised Code.

1.07 Dispute Resolution Procedure

If agreement is not reached within fifty-one (51) days prior to the expiration date of this Agreement, the parties shall jointly notify the Federal Mediation and Conciliation Service (FMCS) that the services of a mediator are required to assist in negotiations and shall thereby submit the issues in dispute to FMCS. Such notice shall also be sent to the State Employment Relations Board and shall state that the parties agree that use of a mediator from FMCS shall be the sole dispute resolution procedure of the parties and that the parties thereby waive the right to utilize any other dispute resolution procedure, including those enumerated in Chapter 4117 of the Revised Code.

1.08 Amendment to Agreement.

Any amendment or agreement supplemental hereto shall be only by mutual agreement and shall not be binding upon either party unless executed in writing by both parties.

1.09 Non-Discrimination – Civil Rights

Both the Board and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, Fair Employment Practice Act, Americans with Disabilities Act,

and other similar 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 or sex.

#### 1.10 Savings Clause

- A. It is the intent of the Board and the Union that this Agreement shall comply in every respect with applicable legal statutes. If any paragraph or part thereof is declared invalid, or in conflict by a court of competent jurisdiction, or by an administrative agency or Arbitrator in a proceeding wherein all available appeals have been exhausted, the Union shall indemnify and save harmless the Board. Further, the paragraph or part thereof shall be null and void and shall not affect the validity of the remaining parts or paragraphs of this Agreement.
- B. In the event any paragraph or part thereof is declared invalid or in conflict by a court of competent jurisdiction or by an administrative agency or Arbitrator in a proceeding wherein all available appeals have been exhausted, the Board and the Union shall upon request of either party meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision.

#### 1.11 Waive of Negotiations

The parties hereby acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement.

#### 1.12 Printing of Contract Books

The Board shall reimburse AFSCME Ohio Council 8 the paper for making copies of the contracts. Each support staff employee shall be provided a copy of the book within thirty (30) calendar days of the ratification of the agreement. Each new employee in the support staff shall be provided a book at time of hire.

## ARTICLE II GRIEVANCE PROCEDURE

#### 2.01 Grievance Procedure

- A. Grievance is defined as being any dispute between the parties as to the meaning, interpretation or application of any of the provisions of the contract.
- B. The purpose of the grievance procedure is to secure, at the lowest possible level,

proper solutions to the grievance. A dispute, disagreement or difference arising between any support staff employee and the Administration or Board shall be handled initially by direct contact between the employee and his/her supervisor. If not settled in this manner, a grievance may then be written by the employee stating the provision of the Agreement alleged to have been misinterpreted or misapplied and the relief sought. Such written grievance must be filed within ten (10) working days of the time the grievant knew or should reasonably be expected to have knowledge of the event or occurrence which forms the basis of the grievance.

- C. A policy grievance is a dispute between the Employer and the Union as to the meaning, application or interpretation of any provision or term of this Agreement, which affects all or a substantial group of employees and arising from the same event or set of facts may initially be presented by the Union at Step 3 of the grievance procedure. Any such grievance must be presented within ten (10) working days after the Union has knowledge of the event on which the grievance is based.
- D. Time limitations provided for in this Article may only be extended by mutual agreement of the Board and the Union. Any grievance not submitted or appealed within the time limits shall be waived. Working days as used in this Article shall not include Saturdays, Sundays or holidays. The Union may withdraw any grievance at any step of the grievance procedure without such withdrawal being regarded as a precedent on future grievances filed under this Agreement.
- E. The Superintendent will determine his/her designee for addressing and/or processing the grievance in Steps 1 and 3.

**2.02 Step 1**

The aggrieved person, Union or Steward shall file a grievance in writing with his/her building principal or, if the aggrieved person is not assigned to a building, to his or her immediate supervisor, with a copy to the Superintendent/Designee and the Chapter Chairperson of Local 265. The principal or supervisor shall, within five (5) working days after receiving the grievance, meet with the aggrieved person, Steward and Grievance Chairperson and submit a written answer to the grievance within five (5) working days, to the aggrieved person, Union and Steward with a copy of the answer going to the Superintendent/Designee and the Chapter Chairperson of Local 265.

**2.03 Step 2**

If the aggrieved person is not satisfied with the answer provided at Step 1, he/she may, within five (5) working days after receipt of the principal's or supervisor's reply, request in writing a review of the grievance with the Superintendent/Designee. The Superintendent/Designee shall within five (5) working days after receipt of the grievance meet with the

aggrieved person, his/her principal or immediate supervisor, his/her Chapter Chairperson of Local 265, his/her Classification Steward and the Grievance Chairperson to review the grievance. The Superintendent/Designee shall submit a written answer to the aggrieved person within five (5) working days after the meeting with an informational copy going to the Superintendent and the Chapter Chairperson of Local 265.

#### 2.04 Step 3

If the aggrieved person is not satisfied with the answer provided at Step 2, the Union may within five (5) working days appeal the grievance in writing to the Superintendent for appeal of the Superintendent/Designee's answer. The Superintendent will set up a meeting within ten (10) working days between himself/herself, the aggrieved, the Superintendent/Designee, the Chapter Chairperson of Local 265, the Grievance Chairperson or member of the Grievance Committee, the staff representative of Ohio Council 8 and anyone else he/she deems necessary for a hearing of the grievance. At the Superintendent level, the President of Local 265, even if he/she is not a school employee, may be present. The Superintendent will provide the aggrieved a written answer within five (5) working days after the meeting. A staff member of Ohio Council 8 may attend meetings at this step. A copy of the Superintendent's answer shall be provided to the Chapter Chairperson and Grievance Chairperson at the same time it is presented to the grievant.

#### 2.05 Arbitration

If a grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the grievance to arbitration. The Union shall notify the Federal Mediation and Conciliation Service (FMCS) and the Board of its intent to appeal the grievance to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the FMCS shall submit a panel of seven (7) arbitrators to each party and the Arbitrator shall then be chosen in accordance with the alternate strike procedure. Either party has the right to request a second list. The fees and expenses of the Arbitrator shall be equally shared by the parties. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The Arbitrator shall not have the power to add to, subtract from or modify any terms or conditions of this Agreement. All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein, and all grievance settlements reached by the Union and the Board shall be final, conclusive and binding on the Board, the Union, and the employees. The Arbitrator shall render a written decision to the parties within thirty (30) calendar days of the close of the hearing.

#### 2.06 Miscellaneous

- A. The aggrieved, the Chapter Chairperson, the Grievance Chairperson of Local #265 and witnesses shall not lose pay while in attendance at meetings in connection with arbitration proceedings and grievance hearings where both parties, the Union and Board representatives, are in attendance.
- B. The Board agrees that the elected officers of the Union and/or the Union's duly

appointed representatives shall be granted time off from duty hours, when necessary and without loss of pay, for the purpose of fulfilling their Union representation duties, which shall be defined as necessary meetings with the Board for matters which may require discussion and consultation by both parties. Such matters shall include workers' compensation, pension, work rules, the resolution of possible grievances and any other meetings, which are mutually set by the Board and the Union. However, under no conditions shall more than two (2) Union representatives be excused from the employee's regular shift at any one time and/or be paid for attending meetings in accordance with the above.

**ARTICLE III**  
**LEAVES OF ABSENCE**

**3.01 Sick Leave**

**A. Accumulated Leave**

1. Employees shall accrue sick leave at the rate of one and one-four (1 1/4) days per month. An employee completing a full school year will earn a maximum of fifteen (15) days of sick leave. Unused sick leave shall be cumulative to a maximum per the schedule below:

	<b><u>12 months</u></b>	<b><u>All others</u></b>
<b><u>2012</u></b>	<b><u>247 days</u></b>	<b><u>232</u></b>
<b><u>2013</u></b>	<b><u>247 days</u></b>	<b><u>232</u></b>

Sick leave will be in increments of no less than one-half (1/2) day unless an exception is approved by the Superintendent/Designee.

2. Each new full-time, support staff employee shall be advanced five (5) days' sick leave effective the first day of employment. These five (5) days shall be part of the total number of accumulated days to which the employee shall be entitled for the first year of employment.
3. A first shift employee who is absent on sick leave shall report such absence to the employee's supervisor and to the electronic secretary system. Such report must occur within the call time schedule of the electronic secretary system. Such report shall occur as soon as possible but in no event later than **one** hour before the start of the employee's shift absent extenuating circumstances. The employee shall state the employee's name, reason for absence, expected length of absence and a phone number where the employee may be reached.
4. All second shift personnel will, except for emergency or conditions which make it impossible, report off by 11:00 a.m. directly to the Business

Office.

5. An employee who becomes sick during working hours shall report such illness to their supervisor who shall either release the employee on leave or refer the employee to the Business Office.
6. Each support staff employee will receive a card that explains the reporting off procedure. This reporting off procedure card should be kept in the employee's possession. The phone number provided is for reporting purposes only and should not be given out to anyone.
7. At the time of reporting off, the employee shall state the expected duration of absence.

**B. Termination of Employment and Sick Leave**

1. A support staff employee who leaves the employment of the Board shall retain his accumulated sick leave balance for ten (10) years from the date of termination of his/her employment, and such leave may be transferred to another public Employer, pursuant to Ohio law.
2. A support staff employee reemployed by the Board who, since leaving the employment of the Board, has been employed by other boards of education or by state, County or municipal governments of Ohio, shall receive full credit for sick leave accumulation both in prior employment of the Board and in the employment of other agencies listed above as shown in the records of the employing organization in accordance with the Ohio Revised Code; however, such credit for sick leave shall not exceed the maximum number of days for sick leave granted by the Board to its support staff employees.
3. Any support staff employee being employed by the Board, who has been in the services of another board of education or state, County or municipal government in Ohio, shall receive full credit for sick leave accumulated in this previous service as shown in the records of the last employing organization in accordance with the Ohio Revised Code; however, such credit for sick leave accumulation shall not exceed the maximum number of days for sick leave granted by the Board to its support staff employees.

**C. Limitations and Requirements for Sick Leave Allowance**

1. No salary payment for days of absence under sick leave provisions shall be

made to any support staff employee except as provided in subsequent paragraphs.

2. Upon approval, support staff employees may use sick leave for absence due to personal illness, injury, exposure to a contagious disease which could be communicated to others, for absence due to pregnancy and for absence due to illness of the support staff employee's immediate family (immediate family includes: parents, husband, wife, children, brother or sister living in his/her home). In such illness outside the home, or in the case of illness of other dependents living in the same home, or grandparents, grandchildren and in-laws bearing the preceding relationships, permission of the Superintendent's Designee or his delegated representative must be secured through a written signed statement on a form prescribed by the board before the sick leave is approved. This form shall accompany the payroll report which is signed and submitted by the principal (see Appendix E). If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted.
3. Before any absence may be charged against accumulated sick leave, the Business Office may require a written, signed statement on forms prescribed by the board to justify the use of sick leave.

**NOTE: The Director of Personnel will develop a revised form #270.**

4. **For any absence over five (5) consecutive days, employee must provide a signed slip from attending physician or medical facility.**

**Any leave of absence granted by the Board for a reason governed by FMLA, will run concurrently with FMLA leave entitlements.**

**Thirty (30) days before the expiration of an approved leave of absence, the employee must inform the Board of his/her intention to return to work or apply for additional leave (when applicable).**

D. Sick Leave Payment

1. Sick leave payments to employees will be made in the amount per day equal to the number of hours hired by the Board. When the employee's hours are changed by Board action, his/her sick leave payments will automatically change to coincide with his/her new hours of employment.

2. In the case of an employee other than a substitute filling a position for an employee absent from work, such employee shall receive sick leave payment based on hours worked in that specific position, after having served in this specific position for three (3) consecutive days. No more than five (5) consecutive sick leave days may be used in such circumstances. After using five (5) consecutive sick leave days at the higher-hour position, the employee filling such position shall revert to the sick leave hours as are indicated in paragraph 1 above.
  3. When the absent employee returns, the procedure, as indicated in 3.01(D) (2) is null and void. Any subsequent absence in that position will require re-qualification according to paragraph 2 above, to qualify for the higher sick leave hours.
- E. Falsification of a sick leave statement by an employee is grounds for disciplinary action including suspension or termination of employment. Demonstrated patterns of sick leave abuse shall also be grounds for disciplinary action including suspension or termination of employment. Pattern abuse consists of, but is not limited to, absenteeism as evidence of a pattern contiguous with or related to holidays, Friday, Mondays, weekends, paydays or other discernible events, and/or consistent or regular usage of available sick leave.

### 3.02 Personal Leave

- A. Subject to the approval of the Superintendent or his designated representative, a support staff employee may be granted three (3) unrestricted personal leave days in any school year (i.e., July 1 – June 30). All personal days not used by July 1<sup>st</sup>, the total amount of unused personal days shall be converted to sick days.
- B. All support staff employees shall be eligible for one (1) additional day of personal leave after sixty (60) days of sick leave have been accrued and shall be eligible for another day of personal leave after one hundred forty (140) days of sick leave have been accrued. This paragraph shall not apply to any employees hired on or after July 1, 2002. If eligible for additional days, they are restricted personal leave days with approval of Superintendent's designee.
- C. Restricted Personal leave is defined as follows:
  1. The observance of religious holidays where total abstinence from work is required by the employee's faith.
  2. Response to a subpoena from a court or other legal authority or for a court appearance as a party to the litigation.

3. Attendance at the graduation exercises for the employee, his/her spouse, children or grandchildren.
  4. Road conditions which render it impossible despite the exercise of all reasonable efforts and precautions to report for work.
  5. Attendance at the funeral of a close friend or relative not specified under a sick leave listing.
  6. Marriage of an employee, his/her children or grandchildren.
  7. Personal business responsibilities which cannot be discharged outside of normal school hours.
  8. Attendance at events in which an employee's presence is required or expected.
  9. Other emergency situations approved by the Superintendent/Designee.
  10. An employee may use a paid personal leave day on a teacher staff development day so long as the employee's classification has not been scheduled for training by the Superintendent/designee.
  11. For Restricted Days, the personal leave shall not be construed to be leave for vocational or recreational reasons.
- D. Not more than four (4) employees per classification series and a total of eight (8) employees in the bargaining unit may take personal leave on any day, and personal leave may not be used on the first or last day of school nor to extend a holiday, vacation, or non-school day, unless an exception is approved by the Superintendent/Designee.
- E. Application for personal leave shall be submitted on the prescribed form and shall indicate the reason for the leave request. All personal leave shall be requested with two (2) days advance notice. Failure to meet this requirement will result in denial of request except in actual emergencies as determined by the Superintendent/designee.
- F. Personal leave shall be used in no less than one-half ( $\frac{1}{2}$ ) day increments, nor shall personal leave be used for more than two (2) consecutive workdays, unless an exception is approved by the Superintendent/Designee. Personal leave requests shall indicate the approximate duration of the personal need. Falsification or abuse of personal leave these requests shall be grounds for discipline up to and

including termination according to Article XIII.

- G. If an employee has requested personal leave and that request has been denied, the employee will not be permitted to use sick leave unless the employee provides the name and address of an attending physician and the dates when he/she was consulted.

### 3.03 Maternity Leave

An employee may be granted, upon request, a leave of absence **without pay** on account of pregnancy for up to one (1) year subject to the following conditions:

- A. Application for such leave should be made at least two (2) months before the anticipated delivery date as certified by the employee's physician.
- B. The duration of such leave will be flexible, depending upon the circumstances (i.e., employee discretion, medical advice, departmental needs), but must commence before the anticipated delivery date. Additional leave may be granted as needed.
- C. A certificate from the employee's physician as to her fitness to perform the duties to be required of her shall be a prerequisite for her return to work at the expiration of her leave.
- D. An additional year of unpaid leave may be requested pursuant to Section 3.05 below.

### 3.04 Military Leave

- A. Leave not to exceed thirty-one (31) days. A support staff employee who is a member of the reserve components of the Armed Forces of the United States shall, upon application, be granted a leave of absence for military service not to exceed thirty-one (31) days in one (1) calendar year without loss of pay as specified in §5923.05 of the Ohio Revised Code.

- B. Extended Military Leave

A support staff employee who leaves his or her position to serve in the Armed Services of the United States as defined by §3319.14 of the Ohio Revised Code shall be considered to be on special leave of absence and shall be entitled to return to the service of the Board under the terms of the pertinent statutes.

- C. Benefits identified in this section shall be consistent with the same provisions provided to the Barberton Education Association's (BEA) contract.

### 3.05 Disability Leave Without Pay

An employee shall be granted a leave of absence without pay for a period not to exceed one (1) year because of personal illness or injury. If the illness or disability continues beyond one (1) year, an additional leave not to exceed one (1) year may be granted by the Board upon the request of the employee. FMLA leave shall run concurrently with leave used under this provision.

### 3.06 Funeral Leave

- A. Employees may use accumulated sick leave for absence due to death in the immediate family; grandparents, parents, spouse, child, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law; and in addition, such other persons who by relationship to such employee shall be determined by the Business Manager/Designee to be members of the employee's immediate family.
- B. In case of death in the immediate family, three (3) consecutive days of sick leave shall be granted unless the death or funeral occurs outside the State of Ohio, in which case two (2) additional days shall be permitted for travel. Additional days of funeral leave may be granted at the discretion of the Superintendent/designee.
- C. For an absence resulting from the aforementioned cause chargeable to sick leave, the prescribed form of the Board must be completed regardless of the duration of the absence. This form shall accompany the payroll report which is signed and submitted by the principal.

### 3.07 Jury Duty Leave

- A. Support staff employees shall be excused from their regularly scheduled duties to perform jury duty.
- B. The employee must send the court summons to the Business Office to substantiate the summons to jury duty.
- C. The Board shall pay the employee the difference between jury duty pay and school pay.

### 3.08 Workers' Compensation Leave of Absence

In cases of compensable industrial illness or injury, a leave of absence **without pay** shall be granted when appropriately supported by medical evidence. Such leave shall be for a maximum of three (3) years and shall be automatically terminated when the employee is placed upon such degree of permanent disability as prevents his/her performance of the duties of his/her job or when he/she returns to work.

3.09 Short-Term Personal Leave of Absence

Any employee who has completed the required initial probationary period may apply for a leave of absence **without pay** not to exceed thirty (30) days for personal reasons. Such leaves may be granted **but will not be extended beyond thirty (30) days**. Where the leave is for a reason governed by the FMLA, such leave will run concurrently with FMLA leave entitlements.

3.10 Leave of Absence Return Placement

An employee who is on approved leave of absence as provided herein shall resume the contract status he or she was in prior to the approved leave. For a leave of absence of ninety (90) days or less, the employee shall be returned to the same or similar position in his or her classification. A similar position is defined as the same hours and wages as the prior position.

3.11 Early Return from Leave of Absence

An employee may, upon written request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the Board. A certificate from the employee's physician as to fitness to perform his/her job shall be prerequisite for early return from disability leave.

3.12 FMLA

Employees who actually worked at least one thousand two hundred fifty (1,250) hours in the previous work year and have been employed by the Board for at least twelve (12) months are eligible for twelve (12) weeks of FMLA leave. The Board shall comply with all federal requirements when administering such leave.

**ARTICLE IV**  
**INSURANCES**

All changes effective **January 1, 2011** including AFSCME Care Plan. Board continues 4.01(L) through **December 31, 2013**.

4.01 Comprehensive Major Medical Plan and General Provisions

A. 1. Employees hired before the date of this Agreement:

All employees of the Board as of the date of this Agreement that work twenty-one (21) hours or more per week **per school year** are entitled to insurance benefits under this Article. Employees of the Board who were working less than twenty-one (21) hours per week but obtained a position of more than twenty-one (21) hours after 10-23-06 shall be entitled to benefits described in 4.01 (A) (2). Breakfast hours shall be included in the total number of hours worked.

2. Employees hired after the date of this Agreement:

Insurance benefits under this Article shall be provided for new employees hired after the date of this Agreement (10-23-06) working more than thirty (30) hours per week per school year. All other employees and student employees will not be given insurance benefits under this Article. **Breakfast hours shall be included in the total number of hours worked.**

3. Barberton CSD Married employees cannot carry more than one family policy for anyone hired after the effective date of this contract.

B. Eligible members of the bargaining unit shall be required to pay a portion of the monthly premium effective as follows: **80% of BEA rate**

Year	Single monthly	Family monthly
<b><u>January 1, 2012</u></b>	<b><u>\$ 36.00</u></b>	<b><u>\$ 80.00</u></b>
<b><u>January 1, 2013</u></b>	<b><u>\$ 40.00</u></b>	<b><u>\$ 90.00</u></b>

C. A new employee who is eligible for hospitalization and life insurance benefits must complete a thirty-(30) day waiting period from the date of his employment before inclusion under the comprehensive major medical plan provided by the Board. A current employee moving to a position which provides insurance benefits will become eligible for insurance benefits on the first day of the month following the transfer.

D. Upon conclusion of employment with the Board through resignation, retirement, reduction in force or other means, the employee shall also be terminated from the group insurance program effective at the end of the month in which the employment concluded. All employees have the option to convert to an individual policy and will have COBRA rights.

E. The Board will not accept any premium for any collateral dependents. Employees who have been granted single coverage will not be permitted to pay premiums for their dependents. .

F. Employees shall be entitled to FMLA leave according to federal law.

G. When leaves of absence are granted to employees for enlistment or recall to duty in the U.S. Armed Forces, life and health insurance benefits, if any, will be available in accordance with the law.

- H. It shall be the responsibility of the employee to notify the Superintendent/ Designee, in writing, of any change in dependency status.
- I. The Board shall contribute forty-one dollars and twenty-five cents (\$41.25) per month for Dental 2-A, Vision I, and Hearing Aid to the Ohio AFSCME Care Plan for each employee in the bargaining unit. Employees hired after June 1, 1983, who work twenty (20) hours or less per week shall not be eligible for this benefit.
- J. The Board shall provide a Prescription Drug Insurance Card for each insurance eligible member of the bargaining unit, with coverage extended to the families of full-time members of the bargaining unit. The deductible shall be Ten Dollars (\$10.00) for generic, Twenty Dollars (\$20.00) for a thirty (30) day supply of a brand name, and Twenty Dollars (\$20.00) for generic and Thirty Dollars (\$30.00) for a brand name for a ninety (90) day supply for all mail-in prescriptions.

K. Coordination of Spousal Benefits

Where a spouse is able to obtain health insurance coverage through an Employer, the spouse will be required to obtain coverage through his/her Employer unless the spouse must pay more than one hundred and fifty dollars (\$150.00) per month for available coverage. The spouse's plan will be treated as the primary plan for the spouse, and the District's plan will be the secondary for the spouse.

L. Additional Surgical Opinion Benefits

Additional surgical opinions are covered the same as any other physician visit.

M. Pre-Admission Certification and Limitations Applicable to Hospital Expense Benefits

1. Penalties for failure to obtain pre-authorization for network services that are deemed not medically necessary are the financial responsibility of the provider. This includes weekend admissions, non-emergency admissions, and additional services requested. Pre-authorization is done by the provider.
2. Financial penalties for failure to obtain pre-authorization for non-network services that are deemed not medically necessary are the financial responsibility of the member.
3. The parties agree to the following changes in the Major Medical Plan Coverage:

- a. Coverage of Occupational Therapy under the Plan percentages.
  - b. Hospice Care – unlimited.
  - c. Annual Physical Examinations – According to the plan which includes routine pap tests, mammograms and prostate tests.
  - d. Mental Illness and Substance Abuse Outpatient Treatment – Eighty percent (80%) of R&C subject to a fifteen dollar (\$15.00) office visit co-pay. Inpatient care according to plan document (combined maximum of 52 visits per calendar year).
  - e. Outpatient physical and occupational therapy shall have thirty (30) visits per Anthem schedule, with a fifteen dollars (\$15.00) visit co-pay that will not accumulate toward the out-of-pocket maximum.
- N. A maximum of twelve (12) chiropractic visits per person per year will be covered and they shall have a fifteen dollar (\$15.00) office visit co-pay that shall not accumulate toward the out-of-pocket maximum

O. IRS Section 125 Plan

The Board shall establish and institute, at no cost to the employee, an IRS Section 125 Plan for all interested bargaining unit members. The Plan will enable employees to tax shelter out-of-pocket insurance premiums, medical, child care and other qualifying expenses. Participation forms shall be supplied by the provider.

4.02 Schedule of Medical Insurance Policy Changes

	Network	Non-Network
Hospital Services	80% after deductible	70% after deductible
Physician Services		
Office Visits	100% after co-pay	70% after deductible
Surgery in Office	80% after deductible	70% after deductible
Surgery in Hospital	80% after deductible	70% after deductible
All Other Eligible Services	80% after deductible	70% after deductible
Plan Deductible (Annual)		
Per Person	\$250	\$400
Per Family	\$500	\$800

Out-of-Pocket Maximum (Includes deductibles)		
Single	\$750	\$1,500
Family (2 person)	\$1,500	\$3,000
Family	\$2,250	\$4,500
Office Visit Co-Pay*	\$15.00	70% after deductible
Emergency Room Co-Pay*	\$50.00	\$50.00
	waived if admitted	waived if admitted
Urgent Care Co-Pay*	\$25.00	\$25.00
Lifetime Aggregate Maximum**		\$2,000,000

\*Co-pays shall not accumulate toward the out-of-pocket maximum.

\*\*In-network and out-of-network deductibles and out-of-pocket expenses accumulate toward each other.

#### 4.03 Life Insurance

- A. The Board will provide term life insurance in the amount of Thirty Thousand Dollars (\$30,000.00) with an accidental death and dismemberment benefit to each employee covered by this Master Agreement. (Refer to Section A for limitations on life insurance.)
- B. Dependent coverage shall be available to each employee by remitting the cost to the District in accordance with the Treasurer's Office guidelines.

### ARTICLE V FRINGE BENEFITS

#### 5.01 Severance Pay

- A. Any non-teaching employee of the Board, upon retirement from active service under provisions of the appropriate School Employees Retirement System (SERS), shall receive severance pay equal to twenty-five percent (25%) of his accumulated sick leave days, per schedule in 3.01 (A).
- B. Said payment shall be based on the per diem rate of pay at the time of retirement. Per diem rate shall be determined by dividing the employee's regular contract salary by the number of days in the work year. This payment is to be made upon

evidence of approval of retirement by the School Employees Retirement System (SERS); provided, however, that the retirement be effected within ninety (90) days of the last day of active service.

5.02 SERS Pickup

- A. The Treasurer of the Board shall contribute to the School Employees Retirement System (SERS), 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 classified employees.
- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable to SERS in two (2) parts: (1) deferred salary, and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by SERS to be paid as an 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 "pickup" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pickup" amounts) and its Employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- D. The Board shall compute and remit its Employer contributions to SERS based upon the total annual salary, including the sheltered "pickup." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the sheltered "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. The sheltered "pickup" shall be included in the employee's total annual salary for the purposes of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
- F. The sheltered "pickup" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. This provision shall be effective and the sheltered "pickup" shall apply to all

payroll payments made after January 1, 1993.

- H. The current taxation or deferred taxation of the sheltered “pickup” is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the sheltered “pickup” will be deferred. If the IRS or other governmental entity declares the sheltered “pickup” not to be tax deferred, this section shall be null and void.

### 5.03 Attendance Recognition Pay

The Board wishes to recognize and reward employees who have excellent attendance in accordance with the following schedule:

- A. An employee who has not used any sick and/or personal leave in a school year shall receive additional compensation equal to fifteen (15) hours of work at their regular rate of pay, or roll remaining days into sick day ((i.e. article 3.02(a)).
- B. An employee who has used only one (1) day or partial day of sick and/or personal leave in a school year shall receive additional compensation equal to ten (10) hours of work at their regular rate of pay, or roll remaining days into sick days ((i.e. article 3.02 (a)).
- C. An employee who has used more than one (1) but not more than two (2) days of sick and/or personal leave in a school year shall receive additional compensation equal to five (5) hours of work at their regular rate of pay, or roll remaining days into sick day ((i.e. article 3.02 (a)).
- D. This incentive compensation shall be paid no later than the second paycheck in July for the prior school year. Persons employed on or after January 1 shall not be eligible for attendance recognition pay for that school year. Persons employed after the start of the school year, but prior to January 1, shall receive a pro-rata benefit based upon the number of days worked during the school year.
- E. Fractions of days shall be added accumulatively. When the sum of partial days exceeds a day, the fractional part shall be counted as a full day.

### 5.04 Employee Uniforms

- A. The Board agrees to provide uniforms and up to **one hundred fifty dollars (\$150.00)** non-slip shoes/boots annually for maintenance, **and one hundred dollars (\$100.00)** for the cafeteria employees, custodial, cleaning personnel, and monitor staff. The uniforms will be provided by a company of the Board’s choosing.

- B. All uniforms provided by the Board shall be worn by employees during scheduled working hours. Employees represent themselves and the School District and the way they dress is important to set an example for safety and security reasons.
- C. At the request of the Union Chapter Chair or the Superintendent a uniform review committee will be established annually. This committee will provide input and make recommendations to the Superintendent for his/her final decision. It should be the expectation that uniforms, when worn, shall be neat and clean. Non-slip shoes/boots shall be worn.

**D. In addition to the proposal (A) above, the Administration agrees to meet with the Uniform committee to review the annual shoe expenditures for custodial, cafeteria, cleaning and monitor staff. If the annual expenditures exceed the \$100.00 then the Superintendent/Designee will make appropriate changes to this policy based on average expenses.**

#### 5.05 Cafeteria Manager Mileage

- A. Cafeteria Managers or substitute Cafeteria Managers required to leave their designated work site to attend meetings set by the Cafeteria Supervisor shall be paid mileage at the current rate authorized by the Board.
- B. Mileage forms will be turned in monthly to the Cafeteria Supervisor and the total mileage allowance due each Cafeteria Manager for the school year shall be paid with the Cafeteria Manager's regular pay in June.

### **ARTICLE VI** **VACATION POLICY**

6.01 Support staff employees working less than eleven (11) months in a calendar year will not be entitled to vacation credits. Additional work beyond the employee's regular year during summer months shall not be eligible for vacation benefits.

6.02 Vacation pay for eligible employees who are employed for less than eight (8) hours daily shall be based on the number of hours their contract with the Board calls for.

6.03 Vacation period for full-time, support staff personnel shall be taken from January 1 through December 31. Permission must be received from the immediate supervisor before vacation requests will be approved by the Superintendent's Designee. If an employee has requested vacation leave and that request has been denied, the employee will not be permitted to use sick leave of personal leave unless they get prior approval from the Superintendent/Designee.

6.04 Vacations shall be scheduled by the Superintendent/Designee so that the District shall at all times be adequately staffed.

6.05 Any full-time, support staff employee with one (1) year of continuous service as of January 1 will be entitled to two (2) weeks of paid vacation within the following twelve (12) months.

6.06 Employees hired by the Board before (10/23/06):

- A. Any full-time, support staff employee with a minimum of six (6) years of continuous service as of January 1 will be entitled to three (3) weeks of paid vacation any time during that calendar year.
- B. Any full-time, support staff employee with a minimum of ten (10) years of continuous service as of January 1 will be entitled to four (4) weeks of paid vacation any time during that calendar year.
- C. Any full-time, support staff employee with a minimum of sixteen (16) years of continuous service as of January 1 will be entitled to five (5) weeks of paid vacation any time during that calendar year.
- D. Any full-time, support staff employee with a minimum of twenty-two (22) years of continuous service as of January 1 will be entitled to six (6) weeks of paid vacation any time during that calendar year.

6.07 All employees hired by the Board after 10/23/06 shall receive vacation by the following schedule:

- A. Any full-time, support staff employee with one (1) year of continuous service as of January 1 will be entitled to two (2) weeks of paid vacation any time during that calendar year.
- B. Any full-time, support staff employee with a minimum of ten (10) years of continuous service as of January 1 will be entitled to three (3) weeks of paid vacation any time during that calendar year.
- C. Any full-time, support staff employee with a minimum of twenty (20) years of continuous service as of January 1 will be entitled to four (4) weeks of paid vacation any time during that calendar year.
- D. Any full-time, support staff employee with a minimum of twenty-five (25) years of continuous service as of January 1 will be entitled to five (5) weeks of paid vacation any time during that calendar year.

6.08 All vacation periods earned by full-time, support staff employees as of January 1 must be taken within twelve (12) months (January 1 through December 31) after the vacation period has been earned. No carry-over of vacation period to the following year will be authorized. However, for vacation time which has been earned but unused due to a workers' compensation leave, an employee shall be eligible to carryover the accrued but unused vacation for up to one (1) year after the start of workers' compensation leave.

6.09 Any full-time\* employee who has been continuously employed by the Board for less than one (1) full year, as of January 1, will be entitled to receive the following days of vacation with pay (entitlement will be determined on January 1 with vacation taken during the calendar year after entitlement):

.833 days for each full month of continuous service except that an employee may not take vacation while on probation. Fractions of days will be rounded off to the nearest whole.

Example: A 9-month employee who accepts a new 12 month position in November will see the following calculation. (2/12ths times the total number of months accumulated).

If an employee that works less than full-time (9 months) becomes a 12-month employee, the employee will be entitled to vacation benefits immediately prorated for the first year only. Thereafter, the employee's seniority year shall determine vacation entitlements.

6.10 No support staff employee may take vacation **seven (7) calendar days** prior to the opening of school, the first week of school in the fall, or **seven (7) calendar days** prior to the end of school. All employees with five (5) weeks or more shall take two (2) weeks, with four (4) weeks of vacation shall take one (1) week between **January 1<sup>st</sup> and** the last student day and **seven (7) calendar days** prior to the opening of school. Parties agree to form a Committee to meet annually to review vacation schedule.

6.11 All vacations must be scheduled no later than **February 15<sup>th</sup>** with the Business Office. After **February 15<sup>th</sup>**, any employee who has not scheduled vacation with the Business Office may only select the weeks that are available.

6.12 No more than five (5) Custodians may be on vacation at any one time and it shall be determined by seniority until the cutoff date of **February 15<sup>th</sup>** unless an exception is made by the Superintendent/designee.

6.13 Between May 15 and September 15 no more than two (2) Custodians at the High School and one (1) Custodian in each other building may take vacation at the same time.

**6.14** No more than **three (3)** Maintenance, Utility, Courier, and Storekeeper may be of at any one (1) time and vacation schedules shall be determined by seniority until the cutoff date of **February 15<sup>th</sup>** unless approved by the Superintendent/designee.

- A. No more than **three (3)** Maintenance, Utility, Courier and Storekeeper may be on vacation at any one time and it shall be determined by seniority until the cutoff date of **February 15<sup>th</sup>** unless an exception is made by the Administration.
- B. No more than **two (2)** Stadium/Sports Complex Groundskeepers may be on vacation at any one time and it shall be determined by seniority until the cutoff date of **February 15<sup>th</sup>** unless an exception is made by the Administration.

**6.15** Part-time service shall be credited to an employee's service for vacation as follows:

- A. When an employee moves to a position that entitles him to vacation, credit shall be given for each full month worked in the previous position(s) for the Board. This provision is retroactive.
- B. In the first calendar year that an employee moves to a position that entitles him to vacation, the credit given for each full month worked shall be prorated based on the number of months remaining in the year. Beginning on January 1 of the next calendar year the employees' seniority date shall determine vacation entitlements in the previous position(s) for the Board.
- C. This provision is retroactive.

**6.16** Full-time employees may schedule vacation at any time and in any increments of one half ( $\frac{1}{2}$ ) days or one (1) full day if approval is first obtained from the immediate supervisor and the Superintendent or designee. The Administration has the right to approve or disapprove such vacation requests.

\* For the purpose of this section, a full-time employee is a person who is in service for not less than eleven (11) months in each calendar year. Calendar year, as used under this section, is deemed to mean three hundred sixty-five (365) days, based upon indicated legislative intent contained in §3319.084, Revised Code, whereby vacation leave with pay is based upon a minimum of two (2) calendar weeks (fourteen (14) days), as contrasted with a standard workweek (forty (40) hours).

**6.17** Single day vacation requests shall be requested at least three (3) days in advance. Emergency vacation days shall be granted only in emergency circumstances as determined by the Superintendent. The Superintendent may conduct reasonable inquiries to satisfy the existence of an emergency. If an employee has requested a single or half day vacation leave and that request has been denied, the employee will not be permitted to use sick leave or personal leave.

**ARTICLE VII**  
**HOLIDAYS**

**7.01** The Board will provide all eleven-(11) or twelve-(12) month support staff personnel with fourteen (14) paid holidays to be determined by the school calendar adopted by the Board.

New Year's Day	President's Day
Martin Luther King Day	Easter Vacation (two days)
Memorial Day	Independence Day (two days)
Labor Day	* Conference Day
Thanksgiving Day (two days)	Christmas Day (two days)

**7.02** The Board will provide all nine-(9) and ten-(10) month support staff personnel with twelve (12) paid holidays.

New Year's Day	President's Day
Martin Luther King Day	Easter Vacation (two days)
Memorial Day	Labor Day
* Conference Day	Thanksgiving Day (two days)
Christmas Day (two days)	

\* For overtime purposes, conference day will not be treated as a holiday. Conference Day shall be NEOEA Day.

**7.03** To be eligible for holiday pay, an employee must be in pay status the day before and the day after the holiday.

**7.04** If a holiday occurs during paid sick leave, an employee shall be paid for the holiday at his regular rate of pay and sick pay will not be deducted from his sick leave credit.

**7.05** Employees who perform work on a holiday recognized by the Board shall be paid holiday pay at the normal rate of pay in addition to double time the employee's normal hourly rate of pay for all hours worked.

**7.06** If a holiday occurs during a vacation period, the employee's vacation shall be extended by the amount of such holidays.

**7.07** A person working in a higher classification the day before and the day after a holiday or non-school day will be paid at the higher rate for the holiday.

**7.08** **The Employer shall post the Holiday Schedule for all employees by January 15th.**

**ARTICLE VIII**  
**COMPENSATION**

**8.01** **Wage Rate Schedules**

<b><u>Effective Date of Increase</u></b>	<b><u>Percentage Increase</u></b>
<b><u>January 1, 2012</u></b>	<b><u>0.0% with no Step Increases</u></b>
<b><u>January 1, 2013</u></b>	<b><u>0.0% with no Step Increases</u></b>

**8.02** **Longevity Stipend**

The longevity stipend schedule shall be as follows:

<b><u>5 - 9 Years</u></b>	<b><u>10 - 14 Years</u></b>	<b><u>15 - 19 Years</u></b>	<b><u>20 Years and over</u></b>
\$.70	\$.10	\$.10	\$.20

**8.03** **Shift Differential**

- A. All employees in the Custodial and Cleaning Person classification who have been assigned to second or third shift shall be paid the following shift differential.
1. Second shift differential shall be five percent (5%) additional of gross monthly salary.
  2. Third shift differential shall be seven and one-half percent (7-1/2%) additional of gross monthly salary.
- B. Stadium/Sports Utility (Saturday and Sunday) Complex will receive 10% additional shift differential for all hours worked for Saturday and Sunday. **Employees who work Saturday and/or Sunday as their normal scheduled shift shall also receive the 10% differential.**
- C. Any employee in a classification not listed above and covered by this Agreement who works a minimum of one hundred ninety (190) days shall receive the shift differential when permanently assigned to either second or third shift.

**8.04**

- A. **Overtime Pay Computation**  
In compliance with the Fair Labor Standards Act, support staff employees will be

granted one and one-half (1-1/2) times their regular rate of pay for all hours worked over forty (40) hours in a week.

- B. For purposes of computing overtime, credit shall be given for all time paid during the period in which overtime is worked.
- C. Employees shall be compensated at double their hourly rate of pay for all hours worked on Sunday in excess of forty (40) hours per week unless an employee's regular schedule includes Sunday.

8.05            Compensatory Time

An employee may, with the approval of his/her supervisor, take compensatory time off in lieu of overtime pay. Compensatory time off will not be cumulative past sixty (60) days after the day it was earned and will not exceed a total of twelve (12) overtime hours. The compensatory rate will be at one and one-half (1-1/2) hours for each hour of overtime worked. The primary consideration in granting compensatory time off will be the effect upon the regular work schedule and the operations of the District.

8.06            Compensation for Building Rentals

- A. A custodian will only be compensated for the duration of a building rental if the rental is an extension of his normal workday at the applicable rate of pay.
- B. Rental requiring an employee to return to his building after the completion of his normal workday will be compensated for a minimum of no less than two (2) hours of pay at the applicable rate of pay.

8.07            Payroll Procedures

- A. Pay periods for all employees for each school year shall be on a bi-weekly basis.
- B. All pay will be by direct deposit.

8.08            Payroll Deductions

- A. Payroll deductions shall be made for employees signing authorization cards as provided by the Treasurer for retirement, United Fund, U.S. Savings Bonds, Tax Sheltered Annuities, Integrity Federal Credit Union, and Summit Federal Credit Union. Authorization for these deductions must be in the Treasurer's Office in accordance with the following schedule:

- 1.     Savings Bonds  
      Sign up – by Friday of second week of school. Deductions begin in October.

2. Credit Union  
Sign up – by third Friday in September, or second Friday in February. Deductions begin first pay of following month.
3. Annuities  
Sign up – by 15th of October, February or June. Deductions begin first pay of following month.
4. United Fund  
Deductions taken in November through December, twice monthly (twenty-four (24) pays per year).

B. Union Dues

1. The Board agrees to deduct Union dues from the pay of employees upon submission of a dues authorization card submitted for this purpose.
2. Union dues shall be deducted from each bi-weekly pay and the total amount of dues so deducted, accompanied with an alphabetical listing showing each employee and the amount of dues deducted, shall be submitted to the Treasurer of Local #265 no later than the tenth (10th) day following said deduction. A copy of the dues deduction listing shall be mailed at the same time to the Chapter Chairperson of Local #265 and Ohio Council #8.

C. Maintenance of Membership – Fair Share Fee

1. All present support staff personnel who are members of the Union shall remain members of the Union. Effective April 1, 1984, all support staff personnel who sixty-one (61) days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union.
2. All employees hired on and/or after April 1, 1984, who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire. The fair share fee shall be certified to the Board by the Treasurer of the local Union and shall not exceed the dues regularly required of Union members. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction in accordance with state law.
3. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein, and employees who are not members of the Union are required as a condition of employment to pay

the fair share fee.

D. Indemnity

The Union hereby agrees to indemnify the Board and hold it harmless from any and all claims, suits and judgments, and other forms of liability which arise out of the payroll deduction of Union dues or fair share fees, and assumes full responsibility for the disposition of the dues and fees so deducted once they have been turned over to the Union.

E. Pay Adjustments

Employees shall have prior notification on payroll deductions other than specific deductions already authorized; namely, City, state and federal taxes, retirement, Union dues, or other deductions agreed to by the employee. It is understood that an employee's increment change may require a deduction in order to align the pay due in a pay period.

F. P.E.O.P.L.E. Deductions

The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union, pursuant to the authorization card attached hereto as Appendix G, no later than the tenth (10th) day following deductions. The Chapter Chairperson shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

**ARTICLE IX**  
**HOURS OF WORK AND OVERTIME**

9.01 Shift Times Except as otherwise agreed by the Union and the Board, shift times shall be as follows:

- A. Shift times for Maintenance, Storekeeper, Utility, Courier, and Cafeteria Manager/Satellite Server are as follows: First shift shall be from 6:30 a.m. to 3:00 p.m.
- B. Shift times for Custodial and Utility II Painter are as follows:
  - 1. First shift shall be from 6:30 a.m. to 3:00 p.m.
  - 2. Second shift shall be from 2:30 p.m. until 11:00 p.m.
  - 3. Third shift shall be 11:00 p.m. to 7:30 a.m.
- C. The hours of work for the five (5) continuous hour cafeteria personnel shifts shall be as assigned by the Administration.

- D. All cafeteria personnel scheduled five (5) hours or more will have a half hour uninterrupted unpaid lunch period scheduled sometime during the middle of the work shift.
- E. Secretary IV Hours -- All Secretary IV positions' daily schedule shall be an eight (8) hour day, plus a thirty (30) minute non-paid lunch.
- F. Secretary IV – Elementary School Secretarial Hours -- All elementary school secretaries will work a standard eight and one-half (8-1/2) hour schedule which will include a one-half (½) hour unpaid lunch period. Scheduled work times shall be from 7:30 a.m. to 4:00 p.m. daily.
- G. Starting and quitting times of shifts for those employees other than as designated under this Article shall be those starting and quitting times assigned and shall not be changed unless (1) mutually agreed to between the employee and his immediate supervisor, or (2) the change is the result of changes in the school days. In case of disagreement, the parties shall meet with the Superintendent's Designee and the Union to attempt to resolve the matter.
- H. Adjustment of Hours in the Cafeteria
1. If it is necessary to increase or decrease hours worked in a cafeteria position (other than cafeteria manager) up to a maximum of one (1) hour, the incumbent employee will be able to remain in that position if he/she chooses.
  2. Should an increase of hours result in additional fringes being provided in accordance with the Agreement, then the position would be bid in accordance with the provisions of the current negotiated Master Agreement.
  3. The employee affected by the increase or decrease in hours and benefits as provided under the Agreement hereto, will have all bumping rights afforded them under the Master Agreement.
    - (a) Example and Intent of the Parties: At Barberton High School Cafeteria, assume there are six Cook VI positions with one position assigned to salad duties at 4 hours. Under this above Agreement, if the Board cut such salad 4 hour position to a 3 hour position, the salad position is then a 3 hour position. The employee assigned to the previous 4 hour salad position could not move her salad position to another 4 hour position in such cafeteria.

(b) Example and Intent of the Parties: At any other School Cafeteria Operations, assume there are four positions, with two positions serving in the hot food area and one position in Bakery area and one position in dishwashing area, and the Board increases the Bakery position one (1) hour, with all previous position hours at 4 hours. The increase would mean that only the Bakery position would be increased to 5 hours with benefits and would be bid in accordance with the Master Agreement.

(C) Example and Intent of the Parties: It is not the intent of the parties under this procedure to take currently existing positions in any cafeteria operations, and reduce hours to erode or reduce benefits in positions currently eligible for benefits. However, this agreement in no way effects the Board's right to effectuate "layoffs" in accordance with the Master Agreement, should such layoffs become necessary.

9.02

Shift Changes

- A. All night employees shall work days from the time school closes in June until it resumes in the Fall or when class is not in session, except for those buildings that have evening programs such as, but not limited to, the high school and Decker.
- B. If a night employee is needed to work during an evening activity, they will be asked to work in the order of seniority, but if no custodians agree to work, then custodians will be assigned in reverse seniority order.
- C. With the mutual agreement of the Chapter Chair and the Superintendent adjustments in summer schedules may be made.

9.03

Workweek

- A. The normal workweek for regular full-time hourly employees covered by this Agreement shall be forty (40) hours each week in five (5) consecutive days of eight (8) hours each, Monday through Friday, exclusive of time allotted for meals. The workweek begins at 12:01 a.m. Saturday and ends at 12:00 midnight the following Friday.
- B. The normal workweek for short-hourly employees covered by this Agreement shall be in five (5) consecutive days, Monday through Friday, exclusive of time allotted for meals. The workweek begins at 12:01 a.m. Saturday and ends at 12:00 midnight the following Friday. The number of hours to be worked each day by hourly employees shall be the amount of hours as they were hired by the Board.

9.04

Rest Period

- A. Employees who normally are scheduled to work more than five (5) hours daily shall be permitted two (2) ten-(10) minute breaks during each regularly scheduled workday. The breaks shall be scheduled as close as possible during the middle of each one-half (1/2) shift.
- B. Employees who are normally scheduled to work five (5) hours or less daily shall be permitted one (1) ten-(10) minute break which shall be scheduled as close as possible during the middle of the shift.
- C. Employees shall not be permitted to leave the building or work site where they are working to take their breaks.

9.05

Leaving the Building or Work Site

A support staff employee shall not leave the building or work site during his/her actual working hours without permission of the principal, his/her immediate supervisor, or the Business Manager or designee. A support staff employee may leave the building or work site for his/her lunch period as long as he/she is away from his/her assigned work area no longer than his/her assigned lunch period, but may not leave the building or work site where he/she is currently working for his/her break. The principal or immediate supervisor and the employee will determine the lunch period time.

9.06

Temporary Assignment

- A. If a cafeteria employee is absent, the senior employee in the next lower classification at that site will move into the vacant position if the cafeteria supervisor deems it necessary. Other cafeteria employees will similarly move into higher classifications and longer hour positions in order of seniority. Employees moving into a higher classification will move to the lowest step of the higher classification based on wage rate schedule which results in an increase in wages immediately upon being assigned to the higher classification.
- B. If the employee who is absent is a Manager, and there is no one in the next lower classification (Cook V), and if the absence will be for only one day, the most senior Cook VI at that site will move into the Manager's position. Satellite kitchen(s) are not included in this rotation. If both the Manager and Cook V at that site will be absent for more than five (5) days, then the most senior Cook V from another site will be offered the vacant position. If no Cook V accepts the offer, then a Cook V will be assigned to the position in reverse seniority order. Employees will not have the option of avoiding rotation by use of approved leaves.
- C. Employees shall receive their regular rate of pay if they perform work in a lower paying classification.

9.07

Overtime Scheduling

- A. Overtime shall be offered first to the employee and/or employees in the classification in the building in which the overtime is to be worked who is qualified to perform such overtime work.
- B. If the employee refuses the overtime or is unavailable to work, then the Business Office shall select an employee from the overtime roster to work the overtime.
- C. The overtime roster shall include names of employees who desire to work overtime and shall be listed by classification. Employees shall notify the business office prior to **September 15<sup>th</sup>** if they want their name to be included on the overtime roster for the school year.
- D. If no employee from the overtime roster is available and/or qualified to do the work assigned, the Supervisor may assign work to the least senior employees in the classification who may not refuse to work such overtime when assigned.
- E. Overtime Scheduling – Maintenance, Utility, and sports complex employees. There will be a Maintenance roster, a Utility roster, and a Sports Complex roster, which will be maintained by the Maintenance Supervisor. A copy of these rosters will be posted on the bulletin board at the warehouse. These rosters will run from January 1st to December 31st of each calendar year. Every employee who wishes to work overtime will fill out the appropriate administrative form, so that the Maintenance Supervisor includes their name on the roster.

The roster names start with the most senior in the group and ends with the least senior in the group. the roster order does not change throughout the year, unless names are added or removed from the list. Overtime hours begins at the top of these rosters at the beginning of the year. Lowest hour senior employee will be selected for each overtime. All overtime hours worked or refused will be recorded on the appropriate overtime roster by the Maintenance Supervisor.

Roster 1: Maintenance Group overtime consists of carpentry, plumbing, electrical and HVAC work.

Roster 2: Utility Group overtime consist of utility work that originates from the warehouse. Examples include: grass cutting, snow removal, painting, security, etc.

Roster 3: Sports Complex Group overtime consists of work that originates from the stadium and Sports Complex. Examples include: grass

cutting, stadium cleanup, baseball games, football games, soccer games, track meets, etc.

Any employee on vacation, when an overtime opportunity exists, will not be considered eligible.

In an emergency situation, person or persons on a job requiring overtime will be offered the overtime regardless of their hours. Emergency overtime is determined by the Maintenance Supervisor.

If a job requires daily overtime, the overtime will be rotated by low hours.

If no employee(s) from the overtime roster wants to do the work needed, the Employer may assign the overtime work to the employee with the least seniority in the appropriate group and such employee may not refuse to accept the overtime assignment.

#### 9.09 Schedule of Basic Custodial Duties

The written schedule of Basic Custodial Duties or job responsibilities/tasks for each building shall be reviewed and updated at the start of each school year by the building custodian and Supervisor. The principal will approve the schedule of duties or job responsibilities/tasks. Basic custodial duties or job responsibilities/tasks may be changed during the school year but not in an arbitrary fashion.

#### 9.10 Summer Substitutes

- A. Thirty (30) days prior to the end of the school year, any bargaining unit employees except for new employee hired after the thirty (30) day period who wishes to be called to work on summer days must sign the substitute work during the summer, upon a form to be provided by the Business Office. Such employees shall be placed on a list of summer substitutes and shall be used before any non-bargaining unit employee or substitute. If an employee declines a substitute assignment more than twice during a summer, that employee will be removed from the substitute list. Employees called as such substitutes shall be paid at their normal rate of pay.
- B. Secretary Substitute Any secretary who wishes to be called to work on summer days must sign the form provided by the Business Office. Substitutes will be called by building first then by seniority on a rotational (per occurrence) seniority basis based on the length of absence of the absent employee. Employees called as substitutes in the Secretary classifications shall be paid at their normal rate of pay.
- C. Summer Latchkey Aides Thirty (30) days prior to the end of the school year, Aides may designate in writing their desire to work during the summer. Such employees shall be scheduled on a seniority basis as summer latchkey workers. If

an employee declines a substitute assignment more than twice during a summer, that employee will be removed from the substitute list. Employees called as such substitutes shall be paid at their normal rate of pay.

- D. Non-Student Days Any bargaining unit employee who wishes to be called to work on non-student days must sign the substitute work form to be provided by the Business Office. Substitutes will be called by building first then by seniority on a rotational (per occurrence) seniority basis based on the length of absence of the absent employee. Employees called as such substitutes shall be paid at their normal rate of pay.

9.12 School Activities

When intramural, club and Board-approved athletic activities are conducted on Saturdays, holidays and evenings, involving participation of our students with no spectators who have paid admission present, the sponsor of the activity will open and close the building.

9.13 School Related Activities

When an area of the building is being used for school related meetings but is not rented and a responsible school official is in charge, custodial personnel will not be employed unless cleanup is necessary. Except for PTA Board meetings, this does not include PTA meetings.

9.14 Work Year, Cafeteria Openings and Closings

- A. The Cafeteria Manager and Cook V's must work all days when students are in attendance and, if requested, the day before students are in attendance and the day after school closes, or on the weekday, excluding holidays, after the last meal serving day at the close of the school year. Exceptions to this schedule shall only occur with the approval of the Food Service Director.

9.15 Regular Employee Cafeteria Worker Training

- A. Any Assistant Cook who wants training or any Assistant Cook who the Administration determines needs training, may have up to ten (10) hours of training available to the Assistant Cook in a program to be determined and administered by the Administration.

**ARTICLE X**  
**JOB POSTING AND BID PROCEDURES**

10.01 Bidding – Posting Procedures

When a job vacancy occurs or a new classification is created within a classification, such vacancy shall be posted on the main office bulletin board of all schools for five (5) workdays. If the Administration chooses not to fill a vacancy, the Administration must post on the main office bulletin board of all schools within twenty (20) calendar days after the vacancy occurs that the Administration does not intend to fill the vacancy. If such notice is not posted, the open position

will be posted for bidding within five (5) calendar days after the decision is made to fill the position or within twenty (20) calendar days after the vacancy occurs, whichever occurs first. At Barberton High School, the posting notice will be posted additionally on the custodian bulletin board in the main building and in the cafeteria. During the summer months, bid sheets will be mailed to employees at their residence, if the employee has specifically requested such mailings, for the classification in which the vacancy occurs if they are not twelve-(12) month employees. Copies of the Bid Form will be given to the Union President (Chapter Chairperson) upon request. Employees who wish to bid on a vacant position may obtain the bid sheet from the Superintendent's Designees' office and submit to the Business Office.

10.02 Employees shall be selected to fill the vacancy based upon seniority, qualifications, testing (pass/fail only) and ability to perform the job. Such employees shall be selected and placement made within fifteen (15) workdays after the posting expires. The employee selected shall be notified in writing by the Superintendent's Designee and a copy shall also be mailed at this time to the Union Chapter Chairperson. When the successful bidder has been identified, the resulting vacancy will be posted within three (3) days **after successful bidder has signed off.**

10.03 Employees who are selected shall be given a trial period of up to one hundred and twenty (120) working days in which to qualify and shall be given reasonable help and supervision. If the employee fails to qualify, the employee shall be permitted to return to the position, classification and shift from which the employee came and other employees affected shall be permitted to do the same. A decision by the Administration to remove an employee during the probationary period shall not be grievable by either the employee or the Union. At any time during the first **five (5)** working days employees who have started their bid position can choose to revert back to his/her own former position.

10.04 Employees bidding on a vacancy, other than a clerical vacancy, shall be considered in the following order:

- A. Employees within the classification of vacancy. For the purposes of this section only, maintenance department, custodial, and cleaning employees shall be considered to be the same classification.
- B. Employees within the line of progression of the classification of the vacancy.
- C. Employees outside the line of progression of the classification of the vacancy.
- D. A secretarial job shall be awarded to the most senior qualified secretarial employee who applies for the job. If no one is qualified or no one applies then the job shall be awarded outside the line of progression of the classification of vacancy.
- E. All Aide employees in Progression D, Level 1 shall be considered the same

classification for purposes of this section.

10.05 Within a line of progression when bidding upward and where testing is required for a particular classification the employee shall be selected based upon “seniority, qualifications testing (pass/fail only) and ability to perform the job”, testing shall be waived for secretaries or if going down in progression.

10.06 Outside a line of progression where testing is required for a particular classification, testing (pass/fail only) the employee shall be selected based on “seniority, qualifications and ability to perform the job,” in case of an employee with previous experience within said classification, testing shall be waived.

10.07 An employee who **is awarded and signs off** into another position cannot bid on a lateral position (same hours, same hourly rate, and same shift) for sixty (60) working days unless the Administration waives this requirement.

10.08 If an employee moves from one (1) position to another within the same classification, the employee shall remain in the same pay step.

10.10 Employees promoted to a job in a higher paying classification shall be placed on the step of that salary schedule that will result in an increase in pay.

10.11 An employee moving to a job in a classification that would be either a lower paying classification or a classification that pays the same rate as the employee’s present classification shall be placed on the same step of the salary schedule that the employee was on prior to moving to a different classification.

**The employee moving to a lower paying classification will be moved to the step that is in the best interest of the employee as long as said employee has earned the seniority to warrant the step placement granted in the new position.**

10.12 A current employee has preference over an outside non-employee regardless of score.

10.13 As used in this Agreement, a vacancy shall be defined as a position which is expected to last ninety (90) days or longer and which is either newly created or is open due to the death, retirement, resignation, termination, transfer, promotion or demotion of the incumbent or similar reasons.

10.14 When employees are on layoff from the classification in which a vacancy occurs, employees within the classification will be considered first, and if the position is not filled by an employee within that classification, the senior employee on layoff from that classification will be recalled to the position. When bidding on vacancies, employees on layoff will be considered as any other employee.

**10.15** **The test results shall expire with the existing collective bargaining agreement.**

**10.16** **The parties will meet and discuss newly created tests.**

### **ARTICLE XI** **EVALUATION**

**11.01** Each employee shall be evaluated by his/her immediate supervisor once each calendar year.

**11.02** The employee shall be given a copy of the evaluation instrument and shall be given an opportunity to discuss the evaluation with his/her immediate supervisor.

**11.03** No support staff personnel employee shall be assigned to evaluate other support staff personnel employees.

### **ARTICLE XII** **PERSONNEL RECORD INSPECTION**

**12.01** **Upon a 24-hour advance request,** an employee shall have the right to review his or her personnel record in the presence of an administrator or his designated representative. An employee will receive copies of all materials placed in his/her personnel record except specific confidential materials (i.e., reference letters, medical statements). Any material in the employee's personnel record will not include an agreement by the employee as to the contents of the material but does acknowledge the employee has seen it.

### **ARTICLE XIII** **DISCIPLINE**

**13.01** An employee may only be discharged, suspended or otherwise disciplined for just and proper cause.

**13.02** When an employee is to be disciplined, he or she shall be advised of the reason in writing within twenty-four (24) hours of the disciplinary action. Specific charges must be presented in this notification. Disciplinary action shall be determined by the Business Manager/Designee. The Union shall be provided a copy of the disciplinary notice at the time it is presented to the employee.

**13.03** Discipline on an employee's record shall remain in the employee's personnel file indefinitely. Prior discipline in an employee's personnel file shall not be referred to during subsequent discipline according to the following schedule:

- A. Written warnings older than five (5) years.

- B. In-house suspensions older than five (5) years.
- C. All other discipline matters older than eight (8) years.

13.04 An employee shall have the right to have a Union representative present at any discipline step. At the Business Manager and Superintendent levels, the employee may have no more than three (3) representatives.

#### ARTICLE XIV SENIORITY

14.01 Seniority will accrue to employees in the classifications listed in paragraph 1.02 and is defined as the employee's total continuous service with the Board.

- A. Total continuous service is established as the last date of hire as reflected in official Board minutes. An employee shall not accumulate seniority during the probationary period; however, upon completion of the probationary period, the continuous seniority date shall be the employee's date of last hire.
- B. Vacation seniority date for part-time employees who successfully move to a full-time position entitled to vacation will be according to Section 6.15 of Article VI, Vacation Policy.
- C. When employees have the same hire date, seniority shall be determined by the employee who has the earliest date on his/her application of employment. This section is effective on January 1, 1990.
- D. Seniority shall accrue during any approved leave of absence.

14.02 Seniority shall be terminated upon:

- A. Discharge.
- B. Resignation.
- C. Failure to report within ten (10) workdays after termination of a leave of absence.
- D. Failure to report to work within ten (10) workdays after receiving notification of recall by certified mail to the last known address.
- E. Layoff for a period of thirty (30) months.

14.03 Seniority lists shall have employees listed by classification in chronological order of

seniority date, as determined in Section 14.01 above. Within thirty (30) days after the effective date of this Agreement, a seniority list of all employees within the support staff personnel shall be posted in each school on the bulletin board in the general office area with a copy to the Chapter Chairperson. Within ten (10) working days after such posting each employee shall verify his or her seniority date. If the seniority date listed is not contested by the employee, that seniority date shall be deemed correct and conclusive until the next list is issued. If an employee contests the correctness of the seniority date, the dispute shall be subject to the grievance procedure if such date is not corrected. The seniority list shall thereafter be updated on February 1 and September 1 of each year.

14.04 Previous experience shall mean sixty (60) working days' experience in that classification for the Barberton City School District, whether consecutive or not. For purposes of this section a partial day shall be considered a "day."

### **ARTICLE XV** **LAYOFF-RECALL PROCEDURE**

15.01 In the event that it becomes necessary to reduce the work force because of lack of work, or lack of funds or job abolishment, temporary employees, substitute employees, probationary employees, casual employees, seasonal employees and students within the layoff classification will be laid off before regularly employed, support staff employees are laid off.

15.02 Layoff shall be on a job classification basis in inverse order of seniority. Within a classification an employee with the least seniority shall be laid off first.

- A. Within a line of progression an employee may elect to bump a less senior employee in any classification within the series where the employee has the ability to perform the duties of the classification into which the employee desires to bump when such classifications are within the same pay range; that is, the classifications have identical starting wage rates.
- B. Within a line of progression an employee can elect to bump a less senior employee in a lower rated classification.
- C. Outside a line of progression an employee can elect to bump a less senior employee in a lower rated job classification where such bumping employee has had previous experience, as defined in 14.04, within said classification.
- D. Outside a line of progression an employee can elect to bump a less senior employee in a line of progression where similar duties are performed within the classification, when such employee had previous experience, as defined in Section 14.04, with such classification.

- E. Bumping rights are determined solely by the employee's present position.
- F. If more than one (1) position is abolished, the employees affected, if they have seniority over others in their classification, will bump or select from among the positions vacated by the employees with less seniority. This bumping or selection will be made on the basis of seniority of the bumping or selecting employees. That is, the employee with the most seniority bumps or selects first, the employee with the second most seniority bumps or selects second, etc.
- G. In the event that a layoff will affect two or more employees from a single classification, the affected employees and a Union representative will meet with the Superintendent's Designee within five (5) days of the layoff notification to begin the bumping process. In the event that all bumping can be accomplished by mutual agreement, no further written notifications shall be required.

15.03 An employee who is laid off or whose job is abolished shall be given at least seven (7) working days' notice of such action, with the reason for layoff indicated and with notice to the Union. An employee wishing to exercise bumping rights must do so within three (3) working days of receipt of the layoff or job abolishment notice. Employees who are bumped or displaced shall, in turn, have three (3) working days to exercise bumping rights. Failure to exercise bumping rights within the time allowed will result in layoff of the bumped employee at the end of the three-(3) day period.

15.04 When it becomes necessary to increase the work force in a job classification from which there have been employees laid off, the employees will be recalled to their job classification in the inverse of the procedures as set forth in Section 15.02 above. The employee being recalled shall be notified by certified mail not less than five (5) days prior to the time the employee is to report to work.

15.05 An employee laid off retains recall rights for a period of thirty (30) months after the layoff. Recall rights shall be terminated if a laid-off employee refuses to accept a position that would provide greater compensation per week than unemployment compensation.

15.06 Where an employee utilizes bumping provisions bumps to a lower classification rate of pay, said employee will be placed at the same step of the lower classification.

15.07 Employees on the recall list may be offered work as a substitute in the District and will be paid at the appropriate Step-Zero classification rate for such work. If employees refuse such work when offered, their name will remain on the recall list but they will not be offered other work as a substitute in the District.

**ARTICLE XVI**  
**SUBCONTRACTING**

16.01 Employees shall not be laid off as a result of being replaced by sub-contracting, and work normally performed by support staff personnel shall not be performed by outside contracting or other personnel, except to the extent such work has been performed in the past. However, under these circumstances support staff personnel covered employees shall not be displaced, reduced, suffer loss of pay, and/or promotional opportunities, suffer depletion of the support staff personnel classification and such work will not be performed if support staff personnel employees in the classification in which the work is being performed are on layoff.

16.02 Custodial employees shall not be laid off as a result of being replaced by a cleaning person.

**ARTICLE XVII**  
**JOB DESCRIPTIONS**

17.01 Job descriptions in effect at the beginning of this contract shall not be arbitrarily changed.

17.02 If the Board substantially changes the job requirements of a classification, or if a new job classification is established, the Board shall notify the Union of its intent to establish such change or new job classification ten (10) days before it institutes such change or new job classification, and the wage rate, therefore, shall be negotiated between the Board and the Union. If the parties cannot agree upon a proper wage rate, the Board may set up the wage rate and the matter may be referred to Section 2.04 of the Grievance Procedure.

17.03 If the parties mutually agree to the wage rate for the classification or if the matter is referred to arbitration, such wage rate and classification shall become a part of the wage agreement and the negotiated or determined rate, if higher than the rate established by the Board shall be applied retroactively to the date the employee started to work.

**ARTICLE XVIII**  
**INCLEMENT WEATHER PERSONNEL POLICY**

18.01 Only the Superintendent of Barberton Schools has the authority to declare an emergency on inclement weather.

18.02 The workers required to solve the emergency will be called in individually by the Superintendent's Designee.

18.03 All employees not performing work during the emergency will be paid their normal rate of pay for the hours scheduled for that day. **Employees must be in work status the date before and after the calamity day.** Example: 9-10 month employees not working over Winter Break will not be paid should a calamity day fall during his/her time off.

18.04 All those employees called in to work by the Business Manager/Designee to solve the emergency will be paid double time and a half their regular rate of pay for all hours worked.

18.05 On days when an inclement weather emergency has been declared, snow removal assignments will be offered to employees in the Maintenance and Utility classification according to seniority.

18.06 No substitutes shall be called in to work in place of a regular employee unless a regular employee is not available to work.

18.07 Employees are required to listen to local radio stations during inclement weather. When school is called off before the start of an employee's shift, the employee(s) shall not receive call-in pay or any other additional pay if they report to work, unless requested by the Business Manager/Designee. When school is canceled after the employee has started his/her shift, the employee shall not receive any additional compensation other than his/her regular pay. Prior to the school year, employees will be informed of the names and call numbers of the radio stations contacted during inclement weather.

## ARTICLE XIX UNION ACTIVITIES

### 19.01 Union Activity

Union Officers and Stewards shall be permitted reasonable time to conduct Union business during working hours, without loss of pay. Affected employees shall inform their immediate supervisor in advance of the time and place of the activity unless the supervisor is not available at the work site, or work station. If the supervisor is not available, a message must be left at the Business Office.

### 19.02 Union Emergency Problem

If a situation arises that cannot be handled through the normal grievance procedure, the Chapter Chairperson or the Grievance Chairperson may contact the Superintendent and arrange a meeting with the Administration to resolve the conflict.

### 19.03 Non-Discrimination – Union Membership

The Board recognizes the right to all employees to be free to join the Union. Therefore, the Board agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Board against any employee because of Union membership.

### 19.04 Union Leave

At the request of the Union a leave of absence without pay shall be granted to any employee selected for a Union office or employed by the Union which requires such a leave. Such leave for Union office or employment with the Union shall be granted for a specified period

of time of not less than sixty (60) days and shall be limited to an initial period of twelve (12) months. Such leave shall be renewed for periods of twelve (12) months upon request. No more than three (3) employees nor more than two (2) employees from a department or classification shall be on leave at the same time.

#### 19.05 Union Conference

- A. Upon reasonable advance notice by the Union, up to two (2) employees shall be absent with pay each year to a maximum of three (3) workdays each, to attend the annual Ohio Council 8 convention. The Board shall not be responsible for the expenses of the delegates.
  
- B. Upon request of the Union up to two (2) employees shall be absent with pay every other year up to a maximum of five (5) workdays each, to attend the bi-annual international AFSCME convention. The Board shall not be responsible for the expenses of the delegates.

#### 19.06 Union Visitation

Representatives of Ohio Council 8 and/or the local Union President shall be granted permission to visit facilities of the Board for purposes of Union business upon prior notification of the Office of the Superintendent and/or Business Manager/Designee. Such visits shall not interfere with the job duties of any employee, including the local Union President.

### **ARTICLE XX** **STUDENT WORKERS, STUDENT VOLUNTEERS, AND COMMUNITY** **VOLUNTEERS**

#### 20.01 Student Workers

The Board shall have the right to employ and assign paid student workers whose primary purpose is educational training (OWA, OWE, CBE, etc.) in any classification at any time during the school year. The use of paid student workers shall not cause displacement, replacement or layoff of support staff personnel employees.

#### 20.02 Student Volunteers

Student volunteers may be used to assist support staff personnel employees in performing support staff personnel work of a de minimus nature and such work shall not be considered a violation of the collective bargaining agreement. The use of students shall not cause displacement, replacement or layoff of support staff personnel employees.

#### 20.03 Community Volunteers

Community volunteers may make proposals for organized projects that benefit the school and foster the important sense of community participation in the future of the school. Such proposal shall be discussed with the Union leadership prior to the planned project date.

**ARTICLE XXI**  
**EMPLOYMENT AND PERSONNEL**

**21.01 Orientation**

At the time of initial employment, the employee will be briefed concerning job responsibilities. The specific duties entailed will be explained and any written rules and regulations available will be presented to the employee. It is the responsibility of the supervisor to aid the employee in becoming an efficient and satisfactory employee. Every employee shall comply with all rules and regulations faithfully, and stated ignorance of any rule or regulation which has previously been supplied in written form will not absolve the employee from his or her responsibility.

**21.02 Hiring Notice to Union**

The Union shall be furnished with a copy of the Board minutes by District e-mail which will list the name, address, date of hire, rate of pay and job classification of all new employees not later than thirty (30) days after the action.

**21.03 Temporary Employees**

Temporary employee means an employee appointed to a position for a special project or to replace a regular employee on leave of absence. Such appointment may not exceed ninety (90) workdays except that the filling of a position by reason of sickness or disability of a regular employee shall continue during the period of the illness or disability. Temporary employees shall not be entitled to hospitalization, insurance or leave benefits and may not bid on job openings.

**21.04 Probationary Period**

- A. New employees shall be considered on probation for a period not to exceed one hundred twenty (120) workdays. Such employees shall not receive credit toward the one hundred twenty (120) workdays for time off due to illness or any other absence.
  
- B. When a probationary period begins less than one hundred twenty (120) workdays from the end of the school year, the probationary period shall be continued into the next school year (i.e., the probationary period only runs when the employee is regularly scheduled to work). A decision by the Administration to remove an employee during the probationary period shall not be grievable by either the employee or the Union.

**21.05 Resignation**

An employee who intends to discontinue work must submit a written resignation to the Business Office stating the reason and the effective date of said resignation. Notice of such intent must be submitted at least seven (7) days prior to the termination date.

21.06 Safety Committee

**The safety committee shall meet within a reasonable time to discuss any reported safety and health concerns.**

**The Employer shall make reasonable provisions for the safety and health of the employees at all school facilities and during the hours of employment. All school facilities operated by the schools shall be provided with adequate first aid equipment. Proper heating, ventilating and sanitary facilities shall be provided by the Employer and kept in good condition by the Employer and employees. When an employee becomes aware of a safety or health issue they shall report it to his/her supervisor.**

21.07 Location of Employment

If the location of an aides job is moved, the employee must accept the change, even when the new location is outside of the District.

**ARTICLE XXII**  
**MISCELLANEOUS PROVISIONS**

22.01 Inter-School Mail

All personal inter-school mail to support staff employees will be sealed.

22.02 Unauthorized Personnel

Unauthorized personnel shall not be permitted to assist employees in their duties nor will unauthorized persons, including relatives, be in a school or other Board-owned building while waiting on an employee to be off work.

22.03 Board-Owned Equipment

No Board-owned equipment is to be loaned to outside organizations unless specific written approval has been granted by the Business Manager/Designee or the Superintendent.

22.04 Teacher/Educational Aide Certificate

The Employer agrees to reimburse employees for the annual cost of the Teacher/Educational Aide Certificates.

**ARTICLE XXIII**  
**DURATION OF AGREEMENT**

This Agreement shall become effective on **January 1, 2012**, and will remain in full force and effect until midnight, **December 31, 2013**, unless either party gives written notification not less than sixty (60) days prior to the expiration date of this Agreement to modify or negotiate a successor agreement. Said notification shall be in accordance with Chapter 4117 of the Ohio Revised Code.

**THE BOARD WILL IMPLEMENT A DRUG FREE WORKPLACE POLICY THAT MEETS THE REQUIREMENTS OF THE OHIO ADMIN. CODE FOR THE MAXIMUM WORKERS' COMPENSATION PREMIUM DISCOUNTS. THIS POLICY WILL NOT BE ADDED TO THE COLLECTIVE BARGAINING AGREEMENT.**

**BARBERTON CITY SCHOOL DISTRICT**  
**CLASSIFIED EMPLOYEE WAGE RATE SCHEDULE**  
**(Effective January 1, 2012 & 2013)**

Employee Classification	Step 0	Step 1	Step 2	Step 3	Step 4
All Maintenance	17.58	18.32	19.09	19.85	19.97
Utility Worker II/Groundskeeper/ Sports Complex	15.86	16.33	16.81	17.37	17.51
Storekeeper	15.81	16.27	16.75	17.29	17.46
Courier	15.68	16.13	16.61	17.14	17.25
Building Custodians	15.68	16.13	16.61	17.14	17.25
Utility Worker II/Painters	15.86	16.33	16.81	17.37	17.51
Cleaning Person	12.72	12.84	13.04	13.11	13.24
Secretary II	13.92	14.36	14.81	15.23	15.64
Secretary III	13.92	14.36	14.81	15.23	15.64
Secretary IV	13.92	14.36	14.81	15.23	15.64
Registrar	13.92	14.36	14.81	15.23	15.64
Office Aides	12.47	12.86	13.25	13.64	14.06
Ed/Tchr/Coom Ed Aide/ Monitors	14.27	14.33	14.45	14.55	14.72
Cafeteria Manager	14.17	14.28	14.41	14.66	14.76
Cafeteria Manager BHS	15.16	15.24	15.45	15.99	16.10
Cook V	12.25	12.48	12.62	12.82	12.93
Cook VI	12.00	12.15	12.34	12.50	12.68

**BARBERTON CITY SCHOOL DISTRICT  
PROGRESSION SERIES\*\***

**Progression A**

**Level 1**

Carpentry – Masonry Maintenance  
Heating – Ventilating – Air Conditioning Maintenance  
Maintenance A

**Level 2**

Utility Worker II  
Utility Worker II/Painter  
Groundskeeper – Stadium Complex  
Groundskeeper – Sports Complex A, B, C1, C2

**Level 3**

Storekeeper

**Level 4**

Courier

**Level 5**

None

**Level 6**

Building Custodian (All Shifts)

**Level 7**

Cleaning Person

**Progression B**

**Level 1**

Secretary I – High School

**Level 2**

Secretary II – Middle School

**Level 3**

Secretary III – Office of Student Services

Secretary III – Receptionist  
Secretary III – High School  
Secretary III – Guidance  
Secretary III – Technology  
Secretary III – Athletic Director  
Secretary III – Office of Elementary/Secondary Curriculum  
Secretary III – High School

Level 4

Secretary IV – Elementary School  
Secretary IV – Attendance

Level 5

Registrar

Level 6

Office Aide

Progression C

Level 1

Cafeteria Manager – High School

Level 2

Cafeteria Manager – Satellite Base  
Cafeteria Manager

Level 3

Cafeteria Worker – Cook V  
Satellite Server – Cook V

Level 4

Cook VI – Cafeteria Worker  
Cook VI – Cafeteria Worker/Headstart  
Cook VI – Cafeteria Worker/Satellite Server

Progression D

Level 1

Teacher Aide Emotionally Disabled (ED) Program  
Educational Aide – Multiple Handicapped Program  
Teacher Aide Developmentally Disabled  
Teacher Aide

Teacher Aide Latchkey Program  
Monitors

**\*\* All positions listed under a specific progression/level shall be considered equal regardless of the order in which they are listed under said progression/level.**

Appendix C

**SUPPORT STAFF  
APPLICATION FOR LEAVE  
BARBERTON CITY SCHOOL DISTRICT**

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
(PRINT: Last, First, Middle Initial)

POSITION \_\_\_\_\_ BUILDING \_\_\_\_\_

I hereby apply for \_\_\_\_\_ hour(s); \_\_\_\_\_ day(s) of the type of leave indicated below for the period of (date and/or time):  
(Leave time to be used in ½ or full-day increments)

TYPE OF LEAVE

- |   |  |
|---|--|
| <input type="checkbox"/> Sick Leave<br><br><input type="checkbox"/> Vacation (List ea. workday below)<br><br><input type="checkbox"/> Leave Without Pay | <input type="checkbox"/> Jury Duty (Attach copy of summons)<br><br><input type="checkbox"/> Compensatory Time<br><br><input type="checkbox"/> Personal Leave (Submit one form for ea. occurrence and list reason below.) |
|---|--|
- Other \_\_\_\_\_

Reason: \_\_\_\_\_

- Undergoing Medical, Dental or Other Treatment or Examination  
Name of Doctor and Type of Treatment \_\_\_\_\_
- Death of Member of my Family \_\_\_\_\_  
(Name and Relationship)
- Required to Care for Member of My Immediate Family \_\_\_\_\_  
(Name and Relationship)

**Supervisor Please Complete:**  
Is a substitute needed for this position?       Yes       No

<u>APPROVED</u>	<u>DISAPPROVED</u>	Date	Employee's Signature
_____	_____	Date	Supervisor's Signature
_____	_____	Date	Principal's Signature
_____	_____	Date	Business Manager's Signature
_____	_____	Date	Board Action (if applicable)

White: Business Office  
 Pink: Supervisor's Copy  
 Blue: School Copy  
 Yellow: Employee Copy  
 Green: Payroll Copy

Ohio Revised Code: Falsification of this statement is grounds for termination of employment.

**BARBERTON CITY SCHOOL DISTRICT  
OFFICIAL GRIEVANCE FORM**

Name of Employee \_\_\_\_\_ Department \_\_\_\_\_  
Classification \_\_\_\_\_ Work Location \_\_\_\_\_  
Immediate Supervisor \_\_\_\_\_ Title \_\_\_\_\_

**STATEMENT OF GRIEVANCE:**

List applicable violation: \_\_\_\_\_  
\_\_\_\_\_

Adjustment required: \_\_\_\_\_  
\_\_\_\_\_

I authorize the AFSCME Local # \_\_\_ as my representative to act for me in the disposal of this grievance.

Date \_\_\_\_\_ Signature of Employee \_\_\_\_\_  
Signature of Union Representative \_\_\_\_\_ Title \_\_\_\_\_  
Date Presented to Management Representative \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_  
Disposition of Grievance \_\_\_\_\_  
\_\_\_\_\_

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPPLICATE, ALL THREE COPIES ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO: \_\_\_\_\_ COPY TO: \_\_\_\_\_

**COPY TO: Local Union Grievance File**

Note: One copy of this grievance form and its disposition is to be kept in the grievance file of the local Union

Appendix E

**BARBERTON CITY SCHOOL DISTRICT  
AUTHORIZATION FOR VOLUNTARY PAYROLL  
DEDUCTION – NATIONAL P.E.O.P.L.E. COMMITTEE**

AFSCME COUNCIL/LOCAL \_\_\_\_\_

\_\_\_\_\_  
Street  
\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Last Name First Middle Street  
\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Social Security Number

**COMPLETE ONE BLANK ONLY:**

\_\_\_\_\_% of my monthly salary  
\_\_\_\_\_ per pay period

Effective the pay period beginning (date) \_\_\_\_\_, I request you deduct from my earnings regular payroll deductions in the amount authorized above for a voluntary contribution to be paid to the Treasurer of the National P.E.O.P.L.E. Committee, AFSCME, AFL-CIO, P. O. Box 6587, Washington, D.C. 20009, to be used in accordance with the Bylaws of the National P.E.O.P.L.E. Committee for the purpose of making political contributions. My contribution is voluntary and I understand that it is not required as a condition of employment and that I may revoke this authorization at any time by giving written notice.

Signature \_\_\_\_\_ Date \_\_\_\_\_

A copy of the P.E.O.P.L.E. Committee report is filed with the Federal Elections Commission and is available for purchase from the Federal Election Commission, Washington, D.C.

**BARBERTON CITY SCHOOL DISTRICT  
LOCAL 265 BID FORM**

TO: Business Manager – Barberton City School District

FM: \_\_\_\_\_ Name of Employee

I hereby submit my bid for the vacancy of:

\_\_\_\_\_

POSITION	HOURS	BUILDING
----------	-------	----------

My present location is: \_\_\_\_\_

Number of hours presently worked: \_\_\_\_\_

Building Assignment: \_\_\_\_\_

My District seniority date is: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date of Bid: \_\_\_\_\_

Received in Business Office by: \_\_\_\_\_

Date received in Business Office: \_\_\_\_\_

**PLEASE RETURN ALL BIDS TO THE PERSONNEL COORDINATOR, BUSINESS OFFICE**

Appendix G

\*Appendix I shall be incorporated into the agreement and deleted at the conclusion of negotiations.

**LETTER OF UNDERSTANDING  
BY AND BETWEEN  
THE BARBERTON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**OHIO COUNCIL 8, AFSCME, AFL-CIO  
LOCAL 265, AFSCME, AFL-CIO, CHAPTER  
BARBERTON SCHOOLS, AFL-CIO**

The parties as identified under PREAMBLE, and ARTICLE I, RECOGNITION AND NEGOTIATIONS PROCEDURE, of the Agreement dated January 1, 1999, have agreed to update the deemed certified unit as set forth in the collective bargaining agreement in effect on April 1, 1984 which gave Ohio Council 8 and Local 265, deemed certified status. The Board has abolished some classifications, changed titles of other classifications and created new classifications. The classifications listed below have been abolished or the title has been changed. Should the Board recreate, reestablish, or newly hire in any position classification listed below, such position classification shall be included into the then current Unit.

The Board agrees to recognize Ohio Council 8 and Local 265, as the sole and exclusive bargaining agent for that unit described in Article I of the Agreement dated January 1, 1999, which shall be considered the amended deemed certified unit. A copy of the contractual language wherein the Board recognizes the Union (see pages 2-3) is attached hereto and incorporated herein.

**ABOLISHED POSITIONS\***

Secretary I - Director of Curriculum  
Secretary III- School Community Connection  
Graphic Arts Aide  
Teacher Aide MH Program  
Community Education Aide  
Painters  
Utility I  
Ground Keeper District

**ARTICLE I – RECOGNITION AND NEGOTIATION PROCEDURES**

\* \* \*

1.02 Union Recognition – Areas of Negotiation

The Union is recognized as the sole and exclusive bargaining agent with respect to all matters pertaining to wages, hours, or terms and conditions of employment for the following deemed certified bargaining unit described as follows:

INCLUDED

All non-certified employees employed in the following classifications:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>PROGRESSION SERIES</u>
10.060 --	Secretary III – Office of Student Services	B-3
10.100 --	Secretary III – Receptionist	B-3
10.240 --	Secretary I – High School	B-1
10.260 --	Secretary II – Middle School	B-2
10.270 --	Secretary III – High School	B-3
10.300 --	Secretary III – Guidance	B-3
10.310 --	Registrar	
10.320 --	Secretary III – Technology	B-3
10.380 --	Secretary IV – Elementary School	B-4
10.390 --	Secretary IV – High School Attendance	B-4
10.400 --	Secretary III – Athletic Director	B-3
10.410 --	Secretary III – Office of Elementary/ Secondary Curriculum	B-3 B-6
10.420 --	Office Aide	
10.440 --	Educational Teacher Aide – Multiple Handicapped Program	D-1 D-1
10.480 --	Teacher Aide	
10.483 --	Teacher Aide Emotionally Disabled Program	D-1
10.485 --	Teacher Aide – Latchkey Program	D-1
10.488	Teacher Aide – Developmentally Disabled	D-1
10.520 --	Cafeteria Manager – Barberton High School	C-1
10.540 --	Cafeteria Manager	C-2
10.545 --	Cafeteria manager – Satellite Base	C-2
10.560 --	Cook V – Cafeteria Worker	C-3

10.580 --	Cook VI – Cafeteria Worker	C-4
10.581 --	Cook VI – Head Start – Cafeteria Worker	C-4
10.582 --	Cook VI/Satellite Server – Cafeteria Worker	C-4
10.600 --	Cook V – Satellite Server	C-3
10.680 --	Building Custodian (All Shifts)	A-6
10.740 --	Courier	A-4
<u>CODE</u>	<u>CLASSIFICATION</u>	<u>PROGRESSION SERIES</u>
10.760 --	Carpenter-Masonry Maintenance	A-1
10.780 --	Heating-Ventilating-Air Conditioning Maintenance	A-1
10.800 --	Maintenance A	A-1
10.820 --	Utility Worker II – Painter	A-2
10.860 --	Utility Worker II	A-2
10.880 --	Storekeeper	A-3
10.920 --	Groundskeeper – Stadium Complex includes three separate shifts of work defined as follows: Sports Complex A – M-F First Shift Sports Complex B – Tues-Sat First Shift Sports Complex C1 – Sun-Thurs Second Shift Sports Complex C2 – Tues-Sat Second Shift	A-2

Differentials apply to Saturday and Sunday  
workdays

### EXCLUDED

All management level employees, professional employees, confidential employees, guards, and supervisors as defined in O.R.C. Chapter 4117, seasonal and casual employees as determined by the State Employment Relations Board, any employee not specifically included above, and students whose primary purpose is education.

### 1.03 Progression Series

Notwithstanding the Progression Series noted in Section 1.02 above, for purposes of Article I, Section 1.02, is only intended to reflect Appendix B-Progression Series, relative to Article X (Bidding Posting Procedures) and Article XV (Layoff-Recall Procedure) herein, and is not included or intended to be made part of Section 1.02 or deemed certification status of the bargaining unit Inclusions or Exclusions, and is solely for the parties' convenience.

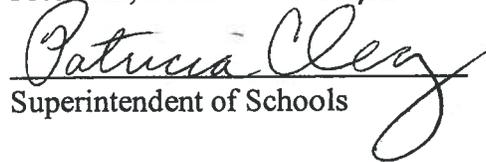
\* \* \*

**ARTICLE XXIV**  
**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, at Barberton, Ohio.

FOR THE BOARD:

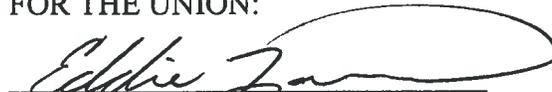
  
\_\_\_\_\_  
President, Board of Education

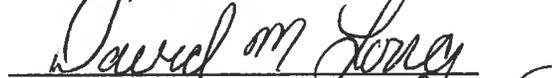
  
\_\_\_\_\_  
Superintendent of Schools

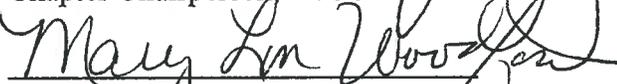
Assistant Superintendent

  
\_\_\_\_\_  
Treasurer

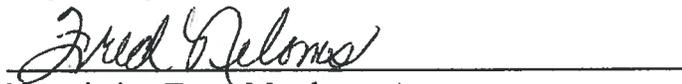
FOR THE UNION:

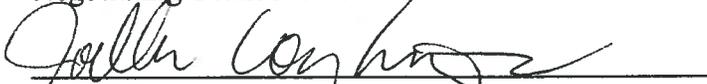
  
\_\_\_\_\_  
President, AFSCME Local 265

  
\_\_\_\_\_  
Chapter Chairperson, AFSCME Local 265

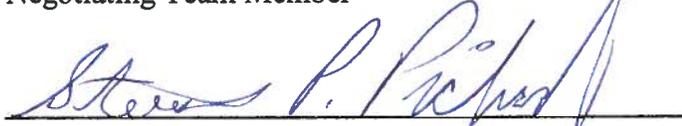
  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Ohio Council 8

