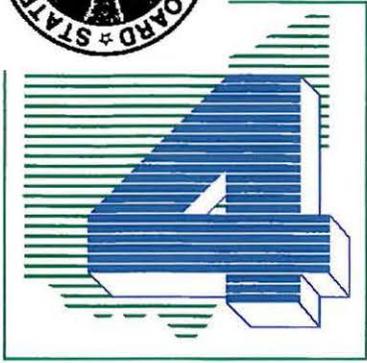




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**AGREEMENT**

**BETWEEN THE**

**KENTON CITY**  
**BOARD OF EDUCATION**

**AND THE**

**OHIO ASSOCIATION OF**  
**PUBLIC SCHOOL EMPLOYEES**  
**OAPSE LOCAL #344**  
**JULY 1, 2012 – JUNE 30, 2013**

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**ARTICLE 1  
PREAMBLE/PURPOSE**

This agreement, entered into by the Board of Education of the Kenton City School, hereinafter referred to as the “Employer”, and the Ohio Association of Public School Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local #344 hereinafter referred to as the “Union”, has as its purpose the following:

To comply with the requirements of Local 4117 of the Ohio Revised Code; and to set forth the full and complete understanding and agreements between the parties governing the wages, hours, and terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

**ARTICLE 2  
MANAGEMENT RIGHTS**

**Section 2.1** The Employer retains the sole right and authority to manage the schools of the Kenton City School District except as limited by the specific terms of this Agreement. This shall include, but not be limited to, the right to direct the work force; to decide the duties to be performed; to decide the means, methods and equipment to be used; to assign, transfer and promote the employees; to schedule the days and hours of work, and starting and quitting times of employees; to determine the number of employees to be employed, the qualifications required; to hire, discharge and discipline employees; and to make such rules and regulations as are necessary to maintain the orderly and efficient operations of the schools. Any right not specifically addressed in this Agreement shall remain a sole and exclusive right of the Employer.

**ARTICLE 3  
NO DISCRIMINATION**

**Section 3.1** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 3.2** The Employer agrees not to interfere with the rights of the bargaining unit employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of O.A.P.S.E. membership or because of participation in legal Union activities authorized in accordance with this Agreement.

**Section 3.3** The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, or coercion by the Union or its representatives against any

employee exercising the right to abstain from membership in O.A.P.S.E. or involvement in Union activities.

**Section 3.4** The union shall not interfere with the rights of supervisory and management personnel to direct the workforce and there shall be no personal, derogatory or coercive attacks upon any member of the Supervisory or Management staff by a member or representative of the Union.

#### **ARTICLE 4 RECOGNITION**

**Section 4.1** For the term of this Agreement, the employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of negotiating rates of pay, fringe benefits and other conditions of employment for those employees of the Employer included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals who have completed their probationary period and are employed, on a permanent basis in one of the following classifications:

Fireman	Cook
Custodian	Cafeteria II
Bus Driver	Cafeteria I
Educational Assistant	Secretary

**Section 4.2** All positions and classification not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

**Section 4.3** Notwithstanding the provisions of this Article, management, confidential, professional, fiduciary, supervisory, intermittent, temporary, substitute, and seasonal employees shall be excluded from the bargaining unit.

#### **ARTICLE 5 CHECK OFF UNION DUES**

**Section 5.1** The Employer agrees to deduct State and Local Union Dues from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form shall be presented to the Employer by the Treasurer of the Union or the employee.

The Employer will deduct State and Local Union dues from the payroll check following the next pay period in which the authorization was received by the Employer.

**Section 5:1A** All newly hired employees, hired after July 1, 2007 of the Bargaining Unit shall become either:

1. A member of OAPSE Chapter 344 and execute an authorization for dues deduction on a form provided by OAPSE, or;
2. In the alternative, the Board Treasurer shall deduct from the salaries of the employee(s) not applying for Membership, a service fee in the amount set forth in written notification by the Local Treasurer, such notice to be provided no later than September 5th of each school year. Such fee shall be required as a condition of employment following a Probationary Period of sixty (60) days following employment.
3. Any employee of the Bargaining Unit who has been declared exempt for religious convictions by the State Employee Relations Board shall not be required to pay said Fair Share Fee, on the same time schedule as Union dues are payable, an amount of money equal to such Fair Share Fee to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the OAPSE State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish receipts as proof of payment shall subject such employee to the same sanctions, as would nonpayment of Union dues under the Agreement.
4. In no case shall the monthly service fee be in excess of the regular OAPSE Membership dues.
5. All Bargaining Unit Members shall either authorize payroll deductions for the payment of dues or remit payments, in full, directly to the Local Treasurer.
6. Such deductions shall be made in according to Article 5.7 of this Agreement Signed Payroll Deduction Authorizations executed by the members shall be continuous from year-to-year for the duration of the term of recognition of OAPSE and it's Chapter 344 as the Bargaining Representative or until such time as the employee withdraws such authorization in writing. Withdrawal of Membership does not preclude payment of the Fair Share Fee. An employee may withdraw Membership during the ten (10) day period prior to the expiration of the Master Agreement. Should a member withdraw during the withdrawal period, the Board Treasurer shall then deduction according to Section 2 of this Agreement.
7. Payroll deductions shall occur immediately upon request or in case of new

employee (s), following sixty (60) days of employment.

8. The Board Treasurer shall notify the OAPSE Treasurer of the gross salary of the employee based on the W-2 information and the amount of dues or service fee to be deducted. The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the State dues/fees along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to Local Treasurer. The Board Treasurer shall make a one-time deduction, the first pay in October, of Local dues/fees and forward same to the Local Treasurer within five (5) days of the deduction.

**Section 5.2** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from the deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 5.3** The Employer shall be relieved from making such individual “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave of absence, or (e) revocation of the check-off authorization.

**Section 5.4** The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient non-encumbered wages equal to the dues deductions.

**Section 5.5** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that dues deduction would normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

**Section 5.6** The rate at which dues are to be deducted shall be certified to the payroll clerk in writing by the Secretary-Treasurer of the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in the rate of dues deduction.

**Section 5.7** Dues deductions provided for in this Article will be deducted from each paycheck twenty (20) pay periods starting with the second pay of September. One check equal to the total amount of the deductions for both state and local dues shall be remitted to the State Association Treasurer monthly together with a listing of those employees from whom deductions were made.

All dues deductions, at the Employer's option, upon written notice by certified mail to the Union, may be canceled upon the termination date of this Agreement. All dues deductions for any month in which Union members engage in a work slowdown, strike, walkout, or any concerted effort to interfere with public service, may be canceled at the Employer's option upon notice to the Union.

An employee who individually and voluntarily presents a signed payroll deduction form to the Employer for dues deduction shall continue to have dues deducted until such time as the employee provides a written notice of revocation to the Employer and State Union Treasurer.

**Section 5.8** Upon written notice from ten (10) bargaining unit members, the Board of Education shall deduct voluntary contributions to one political action committee. Contributions shall be deducted from one paycheck per month and shall be for a minimum of \$1.00. The treasurer shall mail the contribution to the State OAPSE Treasurer on a monthly basis.

## **ARTICLE 6 ORGANIZATIONAL RIGHTS**

**Section 6.1** Except as otherwise specifically provided herein, non-employee representatives of the Union shall confine their activities to non-work times so as to not obstruct, or in any manner interfere with the operations of the Employer.

Employees shall be granted release time to conduct negotiation sessions with the Board of Education held in executive session, attendance by the local officers and/or building representatives at grievance and/or disciplinary hearings.

**Section 6.2** The Union shall have the right to use without charge, bulletin boards, mailboxes, email and the school mail system in a manner designated by the Employer.

It is understood that no material may be posted on the bulletin boards, email or sent through the school mail system which contains the following:

- A. Personal attacks upon any employee of Kenton City Schools;
- B. Scandalous, scurrilous, or derogatory attacks upon the Administration or School officials;
- C. Attacks on any other employee organization; and,
- D. Attacks on and/or favorable comments regarding a candidate for public office or for office in any employee organization.

**Section 6.3** The Union may have the privilege of using school facilities and equipment for Union meetings and activities by receiving approval from the building principal or superintendent.

The Union shall not be charged for the use of the facilities or equipment, but shall be responsible for cleanup of facilities and the security of facilities and equipment. Union members shall use facilities and equipment outside their regular work schedules.

**Section 6.4** Upon request, the Union shall be provided, in May of each calendar year, a seniority roster of all bargaining unit employees containing each employee's name, present classification, and most recent official date of hire as a regular employee according to Board of Education minutes.

**Section 6.5** The Board shall provide a pool of up to six (6) days with pay per fiscal year for use by members of the bargaining unit who are elected to represent the Union or who are chosen to represent the Union in any official capacity for Union business. Such leaves will be granted upon written application from the President of the Local made not less than five (5) work days in advance to the Superintendent. The parties recognize that jeopardy to the orderly and efficient operation of the school system due to employee absence for other reasons such as illness, personal leave and/or vacation, may result in leave under the provision being denied. Leave requested from this pool of days to attend the OAPSE Annual Convention and District meeting shall be granted.

Additionally, if requested by the President of the Local employees may be granted leave with pay for Union business provided the Union reimburse the Board for employee's wages and such absence does not interfere with the efficient operation of any department or working unit. Such request must be submitted in writing no less than five (5) work days in advance to the Superintendent. It is anticipated by the parties that these requests would generally be reserved for special circumstances.

**Section 6.6** Within thirty (30) days after the execution of this Agreement, the Employer shall provide five (5) copies of the Agreement to the Union and

shall place one (1) copy of the Agreement in each school building for access by the employees.

**Section 6.7** All Board forms such as sick leave, personal business leave, vacation, grievance, etc. will be available in each administrator's and supervisor's office.

## **ARTICLE 7 BUILDING REPRESENTATIVES**

**Section 7.1** The Employer shall recognize one (1) building representative from each school building and the bus garage to represent all bargaining unit employees in their respective building in the processing of grievances including the informal discussion.

**Section 7.2** No employee or building representative shall suffer any loss in pay for attending grievance hearings which may be scheduled during working hours, but shall conduct all other representation during non-work time. Grievance hearings shall be scheduled by mutual agreement of both parties at a time, which accommodates the employee, employer, and workload requirements.

No building representative shall be permitted to leave his/her normal work area or assignment without first notifying and receiving approval of his/her immediate supervisor.

**Section 7.3** The Union shall provide to the Employer an official roster of its officers and building representatives which shall be kept current at all times and shall include the following:

1. Employee's name
2. Employee's address
3. Employee's home telephone number
4. Position held in the Union
5. Building represented (if applicable)

No employee shall be recognized by the Employer as an officer of the Union or building representative for purpose of the administration of this Agreement until the Union has presented the Employer with the official roster.

- Section 7.4** The Union agrees that no official of the Union, employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of other employees. Any employee or official of the Union shall cease Union activities immediately upon the request of the supervisor of the area in which the activity is being conducted or upon the request of the Union official's immediate supervisor.
- Section 7.5** Any employee violating or abusing the rules of this section shall be subject to appropriate disciplinary action.
- Section 7.6** Non-employee representatives will be recognized by the Employer upon receipt of a letter so identifying them from the State Office of the Ohio Association of Public School Employees. The Employer agrees that one (1) non-employee representative of the Union shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein provided advance notice is given to the Employer.

## **ARTICLE 8 LABOR MANAGEMENT COMMITTEE**

- Section 8.1** There shall be established a committee of six (6) members which shall meet at mutually agreed upon times, to discuss problems of mutual concern between the parties hereto and problems which may occur from time to time in the administration of this contract. Five (5) days prior to the established meeting date each party shall submit an agenda of items to be discussed, and the meeting shall be limited to the prepared agenda unless the parties mutually agree otherwise. Three (3) members of the committee shall be appointed by the Employer and three (3) shall be appointed by the Union.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

- Section 9.1** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. Disciplinary actions, including discharge of employees, shall also be appealable through the procedures contained herein.
- Section 9.2** Grievances may not be appealed through the Civil Service Commission. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step of the procedure. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be waived upon the mutual

consent of the parties.

**Section 9.3** The following steps shall be followed in the processing of a grievance:

A grievance must be processed through an informal discussion between the aggrieved employee, the Union Representative, and the Supervisor of the department in which the alleged violation occurred, as a preliminary step to pursuing the formal steps of the grievance procedure. Supervisors will be notified that an informal discussion is requested to discuss an alleged grievance so that a mutually agreeable time can be scheduled. The employee will notify the Union Representative of the request for an informal discussion.

**STEP 1:** If the informal procedure has not resolved the grievance, in order for an alleged grievance to receive consideration under the formal procedure, the grievant, with his Union Representative, if the former desires, must identify the alleged grievance to the supervisor of the department in which the alleged violation occurred in writing within ten (10) working days following the occurrence of the incident which gave rise to the grievance. The supervisor shall investigate the matter and provide an appropriate written answer within seven (7) working days following the day on which the supervisor was presented the grievance.

**STEP 2:** If the grievance remains unsettled, it may be presented by the employee, with his Union Representative and/or the Local President, if the former desires, to the Superintendent. The original written grievance, with all correspondence and replies related to the grievance attached, must be presented to the Superintendent within five (5) working days after receiving the Step 1 reply. The Superintendent shall have ten (10) working days to respond to the grievance.

**STEP 3:** If the grievance is not satisfactorily settled at Step 2, the Union may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within ten (10) working days following the Superintendent's reply to the grievance at Step 2 or the grievance shall be considered resolved based on management's last reply.

Upon receipt of a request to arbitrate, the Superintendent or his designee and a representative of the Union shall, within ten (10) working days following the request, either jointly agree to an arbitrator or jointly request a list of five (5) impartial arbitrators from the American Arbitration Association. The parties shall agree on a submission agreement outlining the specific issue(s) to be determined by the arbitrator prior to requesting the list.

An arbitrator shall be selected within ten (10) working days of the receipt of the list by the alternate strike method from the list of five (5) names submitted by the American Arbitration Association. The party requesting arbitration shall be the first to strike, followed by the other party and alternating in this respect until one name remains on the list. The remaining name shall be designated as the arbitrator. Either party shall have the option to completely reject the list and request another. All other procedures relative to the hearing shall be according to the rules and regulations to the American Arbitration Association.

The arbitrator shall hold the necessary hearing promptly and issue his decision within a reasonable time thereafter.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration, and shall have no authority to determine any other issue not so submitted to him, or to submit observations or declarations of opinion which are not directly essential in reaching a decision.

The arbitrator shall be without authority to recommend any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreements or practice. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension the arbitrator shall have the authority to recommend modification of said discipline.

Any cost directly related, the list of arbitrators shall be paid by the Union.

All cost directly related to the services of the arbitrator shall be paid by the losing party.

**Section 9.4** For the purpose of this Article, work days shall be Monday through Friday excluding Saturdays, Sundays and recognized Holidays.

**Section 9.5** The Employer's Representative at each Step of the grievance procedure are as follows:

	<u>Bus Garage</u>	<u>Cafeteria</u>	<u>Maintenance/ Custodial</u>	<u>Secretaries/Assistant</u>
STEP 1	Transportation Supervisor	Cafeteria Supervisor and/or Building Principal	Maintenance Supervisor and/or Building Principal	Building Principal
STEP 2	Superintendent	Superintendent	Superintendent	Superintendent

**Section 9.6** All written grievance must contain the following information to be considered, and must be filed using the grievance form mutually agreed to by the Union and the Employer:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was first discussed with supervisor of the department in which the alleged violation occurred;
4. Name of supervisor with whom grievance was discussed;
5. Date grievance was filed in writing;
6. Date and time grievance occurred;
7. Where grievance occurred;
8. Description of incident giving rise to the grievance;
9. Specific Articles and Section of Agreement violated;
10. Desired remedy.

## ARTICLE 10 DISCIPLINARY ACTION

**Section 10.1** Disciplinary action shall be for just cause and may include:

1. verbal warning;
2. written warning;
3. working suspension or suspension without pay; or
4. discharge from employment.

**Section 10.2** The Employer agrees that principles of progressive disciplinary action will be followed with respect to minor offenses. The Employer, however, reserves the right to apply more severe discipline to employees committing major infractions. Progressive discipline shall take into account the nature of the violation and the employee's record of discipline.

**Section 10.3** Just cause for disciplinary action shall include, but shall not be limited to, incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, [absence without leave as defined in Section 18.1] failure of good behavior, any acts of misfeasance, malfeasance, or nonfeasance, or chemical abuse.

**Section 10.4** If a Supervisor has reason to reprimand or otherwise discipline an employee, such disciplinary action shall be administered in a business-like manner so as not to embarrass the employee before his fellow employees or the general public.

**Section 10.5** The Superintendent or designee may impose a verbal warning, written warning, or a working suspension, or a suspension without pay for up to twenty (20) working days for just cause, but Board of Education action is required to discharge an employee. The Board will follow normal progressive discipline as defined earlier in this article.

Disciplinary action may be a subject for the grievance procedure. Only actions involving a suspension without pay or discharge may be appealed to arbitration, which shall be the sole appeal procedure.

**ARTICLE 11  
PROBATION PERIODS**

**Section 11.1** Each newly hired employee shall serve a probationary period of sixty (60) working days. The probationary period will start from the date the employee is appointed to fill a vacant position prior to the Board action. Any new employee who does not perform satisfactorily during the probationary period will be released from employment with the Board of Education. Insurance benefits, holiday pay, and personal days will begin at the end of the probationary period.

**ARTICLE 12  
SENIORITY**

- Section 12.1** Seniority, as used herein, is defined as the right accruing to employees through length of service, which entitles them to certain considerations and preference, as specified in this Agreement.
- A. System seniority is determined by the amount of continuous service an employee has with the Board of Education beginning with the first date the individual was hired as a regular employee by the Board of Education as recorded in the Board minutes. If two or more bargaining unit employees have the same seniority date, order of seniority shall be chosen by pulling a numbered pill out of a bottle. No two (2) pills in the bottle shall have the same number on them. The amount of the pills in the bottle shall be equal to the number of affected employees. The employee who draws the lowest number pill shall be the most senior, second lowest number pill will be the next senior and so on until a seniority order is established. The draw shall occur by the employees in alphabetical order starting with last name, first name and middle name. This process shall be followed until a seniority order is established and become a permanent record of seniority. Employees involved must be present during the process.
  - B. Classification seniority is determined by the amount of continuous service an employee has with the Board of Education in a particular classification computed from the latest date of appointment to the present classification. The use of classification seniority shall be limited to lateral transfers per Article 13, Section i.e.
  - C. Seniority shall not accrue through a leave of absence of more than one hundred and twenty (120) calendar days; however, seniority accrued prior to the leave of absence shall be credited to an employee upon return to employment from an approved leave of absence.

- D. Employees serving the new hire probationary period shall have no seniority; however, should a probationary employee be retained beyond the probationary period, seniority shall be computed from the date the employee was hired by the Board. This provision shall become effective July 1, 1989 for employees completing their new hire probationary period on or after July 1, 1989.
- E. Employment in a temporary, seasonal, and/or substitute capacity does not count toward seniority in the Kenton City School District.

**Section 12.2** The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement under the School Employees Retirement System;
- C. Layoff for more than two years;
- D. Failure to return to work within fourteen calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of leave of absence; and
- F. Resignation.

### **ARTICLE 13 FILLING OF POSITIONS**

**Section 13.1** Whenever a vacancy exists in a Bargaining Unit position the Employer may not sub the position more than ninety (90) calendar days without posting and filling the position. The following procedures shall be implemented when filling the position:

- A. The notice of the vacancy shall be posted for not less than five (5) working days in advance of the date the vacancy is to be filled. In the summer months, notices of vacancies will be included in employee checks.
- B. The posted notices of vacancies shall include the position title, a brief description of the position, an outline of the qualifications required for the position, the pay range, expected building assignment and expected beginning hour of employment.
- C. All applicants must submit their written application for the position during the posting period.

- D. All timely submitted applications shall be reviewed for qualifications based upon the individual's education, work experience and previous job performance. The employer shall be the judge of the qualifications of the applicants. If two or more qualified applicants are equal in their qualifications, then the position shall be filled with the most senior based upon seniority in that classification. System seniority shall be used if the equally qualified applicants are not in the classification of the vacant position.
- E. If an internal employee is recommended for transfer to the vacant position then the following procedure is followed:
  - 1. If the position is in the same classification, then there is shall be a fifteen (15) day probationary period.
  - 2. If the position is in a different classification, then the probationary period is fifteen (15) working days. The employee's rate of pay will remain unchanged during the probationary period.
- F. During the probationary period, the employee may choose to return to his/her former position upon written notice to the superintendent. The superintendent has five (5) days in which to return the employee to his/her former position. If his/her performance is unsatisfactory in the new position during the probationary period, he/she will be reassigned to his/her former position.
- G. The employer reserves the right for just cause to reassign or assign any employee within his/her classification as needed to manage the school system. Such changes in assignment will not reduce the hours or benefits unless such reduction is uniform within the classification or is in accordance with Article 14.

**Section 13.2** Notices of vacancy will be filled by this method prior to the recall of laid off employees.

**Section 13.3** It shall be the objective of the employer, during the term of this agreement to combine part-time jobs only if posted separately and bid on separately.

**Section 13.4** When a vacancy exists the employer may rehire bargaining unit member(s) who retire from the Local School District or any other school or agency covered by SERS under the current Collective Bargaining Agreement. The following provisions will be special to retire/rehires.

- 1. The rehires will start at Step 3 of the Collective Bargaining Agreement if they are rehired in the same classification from which they retired. If they

are rehired into a different classification, they will start at Step 1.

2. The rehires will accumulate sick days and personal days as per the Collective Bargaining Agreement.
3. The rehires will only be able to accumulate vacation based upon the lowest level indicated in Section 23.1 regardless of years worked prior to retirement or after being rehired.
4. Rehires will not accumulate seniority and may be terminated at any time with or without just cause.
5. Rehires will not be entitled to any additional severance package if they have already collected one.

#### **ARTICLE 14 LAYOFF AND RECALL**

**Section 14.1** When the Employer determines that a layoff or job abolishment is necessary, the Employer shall layoff and recall employees in accordance with this Article.

**Section 14.2** The Employer shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classifications of layoff, employees on probation shall be laid off first. Within each classification affected, employees will be laid off in accordance with their system seniority.

**Section 14.3** For the purpose of this Article, workdays shall be Monday through Friday excluding Saturdays, Sundays, and recognized Holidays. Employees being laid off shall receive a notice not less than twenty (20) working days prior to the effective date of any layoff, building closing, or job abolishment. Within three (3) work days of receiving the notice, the Superintendent/Designee shall have a meeting with the laid off employee(s) to discuss the rights they have under Article 14 of this Agreement. In the event of an employee(s) displaces an employee in any classification, the Superintendent/Designee shall meet with the displaced employee(s) within three (3) working days of notifying the displaced employee as to their rights under Article 14 of this Agreement. An employee who has received notice of layoff and who has greater seniority may displace: (1) a less senior employee in the same classification as the laid off employee or a less senior employee in a different classification based on classification seniority provided the employee has worked in the classification. Nothing in this provision shall limit a laid off or displaced employee from bumping an employee who has daily hours that are more, less, or identical to the said employee or from bumping from one shift to another. Any laid off employee having displacement rights must exercise those rights by the end of the business on the third working day of the

above mentioned meeting with the Superintendent/Designee. Failure to exercise those displacement rights within the time shall constitute a waiver of the laid off employee's displacement rights.

**Section 14.4** Employees who are laid off shall be placed on a recall list for a period of time up to twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

An employee may be recalled to any vacant position to which the employee is qualified, provided the position carries no fewer hours of work than the assignment from which the employee was laid off. If the employee is offered a vacant position in a classification different than the classification laid off from, the employee has the right to decline and still remain on the recall list for the remainder of the twenty-four (24) month recall. The employer will use its reasonable best efforts to provide employees on the recall list with notice of all vacant positions. Employees on the recall list and who are not recalled may apply for vacant positions for which they are qualified. If such application is accepted, the employee's name will be removed from the recall list.

**Section 14.5** Notice of recall from a layoff shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested to the last mailing address provided by the employee.

**Section 14.6** In the case of a recall from a layoff, the recalled employee shall have five (5) calendar days following the date of delivery, as shown on the return receipt for certified mail, to notify the Employer of his intention to return to work. He shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. If the notice is returned to the post office as "undeliverable" or "unclaimed", the employee shall have no further recall rights.

**Section 14.7** If an employee is recalled from layoff to a different classification than that in which he was working at the time of layoff, and it is subsequently determined by the Employer that the employee's performance is unsatisfactory, the employee will be returned to layoff status.

**ARTICLE 15**  
**PERSONNEL FILES**

- Section 15.1** Employees shall have access to their individual personnel folders for review during normal business hours with the condition that the Employer shall not be required to pay an employee or lose that employee's service as a result of this activity. Each employee's personnel file shall be maintained at the Board of Education Central Administration Office.
- Section 15.2** An employee shall not remove the personnel file from the office, but may be permitted one copy of any item in his/her personnel file at a normal fee to cover the cost of duplication.
- Section 15.3** An employee wishing to view his/her personnel folder shall make an appointment with the appropriate authority prior to the time the employee wishes to review the file.
- Section 15.4** Employees shall be provided with a copy of any disciplinary(s) placed in their personnel file. Each employee shall sign any disciplinary document placed in his/her personnel file. The employee's signature does not necessarily signify agreement with the contents of the document rather, merely that the employee has been made aware of the contents of the document. Refusal of the employee to sign the disciplinary document is considered to be a separate and additional disciplinary action.
- Section 15.5** Personnel files shall be public records and available to the public per ORC 149.43. The Superintendent or his/her designee shall notify in writing, the individual whose file was requested within 72 hours of a request to see an individual's personnel file by a person or entity that is not the individual concerned, members of the Board, Principals, the Superintendent, and the secretary of the Superintendent, of such request.
- Section 15.6** Any disciplinary action record of a written warning or verbal warning placed in the employee's personnel file shall no longer have force and effect after two (2) years, providing the employee has no intervening disciplinary action during the two (2) year period. Records of suspensions without pay placed in an employee's personnel file shall no longer have effect after three (3) years, provided the employee has no intervening disciplinary action during the three (3) year period.
- Section 15.7** The Board/Designee shall utilize Appendix A as the one and only evaluation form for all Bargaining Unit Members. No evaluation of any employee shall be placed in the employee's personnel file without an opportunity for discussion between the employee and the evaluator. Any area on an employee's evaluation that receive a mark of less than satisfactory shall be addressed and shall include specific recommendations for improvements and provisions for assisting the employee in

implementing any recommendations made. The employee shall have the right to review and respond to any evaluation. Both the supervisor and the employee shall sign, date and receive a copy of any evaluation or disciplinary document before it is placed in the employee's personnel file at the Board of Education Central Administrative Office. An employee's signature does not indicate agreement with the evaluation. The employee's signature only indicates that they have been evaluated.

Written disciplinary actions shall not be included on the evaluation form.

## **ARTICLE 16 BUS ROUTES**

- Section 16.1** All routes when vacated will be filled in accordance with Article 13, Filling of Positions. Regular A.M.; Findlay; Hi-Point, Kindergarten, Regular P.M., and any other newly created routes shall be paid a minimum of 2 hours regular pay per route. If the driver of the Findlay Hearing Impaired route is notified that there is no need to drive 12 hours or more prior to regular schedule, then there will be no pay for that non-driven route.
- Section 16.2** Paid field trips shall be offered to all regular contracted bus drivers on a rotation basis before the trip is offered to a substitute. A bus driver shall not be granted a field trip occurring the hours of the bus driver's regularly assigned bus route except in overnight trips and in cases of emergency.
- Section 16.3** Bus drivers shall be responsible for keeping their assigned bus clean and orderly at all times.
- Section 16.4** Bus drivers shall be paid at their regular base rate of pay for Education Field Trips. Non-educational, extra-curricular and athletic trips shall be paid at the extra trip rate. Overnight trips will be posted with a flat rate.
- Section 16.5** The Employer will reimburse each bus driver for the fee paid to the State of Ohio for a Commercial Drivers License (C.D.L.).
- Section 16.6** The Board of Education will pay for in-service training required by the Board of Education. This will be paid at the employee's regular straight time hourly rate.

## **ARTICLE 17 SAFETY**

- Section 17.1** The Employer agrees to work toward maintaining safe working facilities, vehicles, tools and equipment in conference with minimum standards of applicable law. The Union agrees to cooperate fully with the Employer in maintaining safe and clean working facilities, vehicles, tools and equipment.

**Section 17.2** Employees shall report all equipment defects and/or safety problems immediately to their supervisor.

## **ARTICLE 18 UNPAID LEAVES OF ABSENCE**

**Section 18.1** Upon written request from the employee, an unpaid leave of absence may be granted in accordance with the Board policy for any reason determined justifiable by the Board of Education.

Any employee not reporting for duty without having a leave of absence approved, shall be considered “absent without leave”, and shall be subject to disciplinary action.

**Section 18.2** During approved unpaid leaves of absence of longer than thirty (30) calendar days, employee benefits shall not be paid by the Board of Education. The employee however, may maintain the insurance coverage by paying the premiums himself/herself. Such payments shall be arranged with the Treasurer and shall be paid monthly in advance or approved by the Treasurer.

**Section 18.3** Unpaid leave may not be used to work at other employment.

**Section 18.4** Unpaid leave must be requested in writing at least seventy-two (72) hours in advance except in case of emergency.

Request is to be made to the employee’s supervisor.

**Section 18.5** The Family and Medical Leave Act of 1992 shall not diminish the leave of absence rights and benefits under the agreement where it provides greater rights and benefits than the F.M.L.A. Only to the extent that the FMLA mandates leave rights and benefits beyond those provided in this agreement those incremental leave of absence rights and benefits shall be according to the employees eligible therefore under the act and regulations issues pursuant to it.

## **ARTICLE 19 LEAVES OF ABSENCE**

**Section 19.1** **Bereavement Leave: See Article 21.**

**Section 19.2** Jury Duty – Employees who are called for jury duty are requested to notify their immediate supervisor for assistance in having this obligation set aside in keeping with the Revised Code and local courts’ past practice. If an employee is civically moved to serve on a jury, the employee will be entitled to a leave of absence and will be compensated the difference

between their regular day's pay and that amount received for jury duty.

**Section 19.3** Military Leave – All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) working days, in any one (1) calendar year.

The employee must submit a request for leave to the Employer and a copy of the military order to duty or statement from the appropriate military commander, as evidence of such duty to qualify for paid Military Leave. Employees shall notify their supervisor at least ten (10) working days in advance of the date requested for Military Leave to begin or within twenty-four (24) hours after the employee receives notice. The employee must submit a request for leave and copy of orders whether the leave is for paid or unpaid military leave.

Employees shall be entitled to receive, from the Employer, the difference between their regular rate of pay and the pay received from the military for the period of Military Leave, in order to avoid any loss of pay during such service. Once the employee reaches the maximum 31 working days, he will be granted military leave without pay. Once an employee has requested and has been granted a military leave with pay the Employer will pay the employee the difference between his weekly paycheck and the amount earned through military service after receiving from the employee his military earnings statement (payroll voucher). The difference in pay will be calculated based upon the employee's military base salary not including subsistence and dependent allowances not related to base salary. Unless the employee's regular work schedule for the Employer includes Saturday or Sunday, Saturday or Sunday military pay will not be included in the calculation of the pay difference. It is the responsibility of the employee to turn his military earnings statement in to the Employer immediately upon receipt in order that the appropriate pay calculation may be made and any pay adjustments made on the subsequent pay period.

**Section 19.4** Personal Business Leave – All employees shall be granted three (3) unrestricted days per year of personal business leave, with no restrictions except for the following:

- A. It cannot be used on any student attendance day which would extend a school holiday or school vacation period for the employee;
- B. May not be used on the first or last day of school;

- C. No more than two (2) persons in any classification may take personal leave on the same day;
- D. Only one fireman may be off on the same day.

Employees must make a written request to the immediate supervisor one (1) week in advance for all personal business leave days except for emergencies approved by the supervisor. The Superintendent will either approve or disapprove the application as soon as possible. Personal business leave days will not be charged against sick leave.

**Section 19.5** Maternity/Paternity/Adoption Leave – An employee shall apply for and be granted maternity, paternity or adoption leave on the same basis as an unpaid leave of absence to the provisions of Article 18 and Board of Education policy.

## **ARTICLE 20 SICK LEAVE**

**Section 20.1** Crediting of Sick Leave – Each full time employee shall be entitled for each completed month of service to sick leave for one and one-fourth (1 ¼) work day with pay.

Employees who render part-time, seasonal, intermittent, per diem or hourly service shall accumulate sick leave at the same rate as full time employees prorated at the ratio of hours per day to eight hours.

Unused sick leave shall be cumulative up to two-hundred and five (205) work days for all employees.

**Section 20.2** Retention of Sick Leave – The previously accumulated sick leave of a person who has been separated from Kenton School District or other public school district with the State of Ohio shall be placed to his credit upon his re-employment with the Kenton City Schools provided that such employment takes place within ten (10) years of the date of the last termination from public school service. An employee who transfers to the Kenton City School District shall be credited with the unused balance of his accumulated sick leave up to the maximum of sick leave permitted herein.

**Section 20.3** Use of Sick Leave – Subject to approval, sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness or injury in the employee’s immediate family.

For purposes of this Article, immediate family shall be defined as the

employee's mother, father, spouse, brother, sister, son, daughter or other persons who reside at the employee's home or who because of their close relationship to the employee, shall be determined by the Superintendent to be a member of the immediate family.

**Section 20.4** Charging of Sick Leave – Sick leave shall be charged in minimum units of one half (1/2) day. An employee shall be charged for sick leave only for days upon which the employee otherwise would have been scheduled to work. Sick leave payment shall not exceed the normal work day or work week earnings.

**Section 20.5** Evidence Required for Sick Leave Usage – The employee shall be required to furnish a written, signed statement on a form prescribed by the Board of Education to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when the physician was consulted.

The Employer reserves the right to investigate an employee's absence from work and may require a physician's statement indicating the nature of the employee's illness.

The employee may be required to furnish a physician's statement after three (3) days absence indicating the employee is fully recovered and capable of performing the duties of his/her position before the employee is permitted to return to work. Falsification of any statement required herein, shall be grounds for suspension or termination of employment and/or refusal of sick leave payment.

Bargaining unit members absent for 10 or more days without a doctor's excuse in a year may be required to meet with the superintendent and supervisor to discuss the high number of absences.

**Section 20.6** Notification by Employee – When an employee is unable to report to work, he/she shall notify his/her supervisor not less than one (1) hour prior to the employee's scheduled reporting time, except in emergencies. This notification shall occur on each day of absence unless other arrangements are made with the supervisor.

When reporting off sick, the employee shall advise the supervisor of the nature of the illness, whether he/she plans to contact a physician and the location where the employee may be reached during the remainder of the day.

**Section 20.7** Illness in Immediate Family – Request for absence because of illness in the employee's immediate family should be made in advance, when possible, to the Supervisor and will be charged against sick leave. A

written doctor's statement may be required stating the nature of the illness or injury; anticipated time for recovery involved, and whether the employee's presence is required.

**Section 20.8** Physical Examination – The Employer may for just cause require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. The cost of such examination shall be paid by the Board.

## **ARTICLE 21 BEREAVEMENT LEAVE**

**Section 21.1** Employees shall be granted time off in the event of a death of the employee's husband, wife, mother, father, sister, brother, son, daughter, daughter-in-law, son-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, foster children, foster parents, step children, step parents, or any relative of either spouse living in the immediate household of the employee.

Such leave shall be for the purpose of attending the funeral, visiting the funeral home, making the funeral arrangements, and necessary travel time to the funeral location. Bereavement leave shall be up to three (3) days except, in the death of a spouse, father, mother, son or daughter up to five (5) days shall be granted, which shall be charged against the employee's accumulated sick leave. If the employee does not have sick leave available or additional leave time is required, the employee may request personal leave, vacation, or a leave without pay.

## **ARTICLE 22 HOLIDAYS**

**Section 22.1** All employees who are employed on an eleven (11) or twelve (12) month basis are entitled to a minimum of the following holidays for which they shall be paid at their regular salary or their regular rate of pay provided each employee accrued earnings on his next preceding and next following scheduled work day before and after such holiday or was properly excused from attendance at work on either or both days:

- New Year's Eve
- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day

Day after Thanksgiving Day  
Christmas Eve  
Christmas Day

**Section 22.2** All employees who are employed on a nine (9) or ten (10) month basis are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay provided each employee accrued earnings on his next preceding and following scheduled work day before and after such holiday or was properly excused from attendance at work on either or both of these days:

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

For the purposes of this section, the next preceding and the next following scheduled work day before and after such holiday listed herein shall include the last scheduled work day in the preceding year and the first scheduled work day in the following school year.

**Section 22.3** Regular non-teaching employees employed less than nine (9) months shall be entitled to a minimum of these holidays enumerated which fall during the employee's time of employment.

**Section 22.4** If the holiday falls on a Saturday, then Friday shall be the paid holiday. If the holiday falls on a Sunday, then Monday shall be the paid holiday.

## **ARTICLE 23 VACATIONS**

**Section 23.1** Each full-time employee shall be entitled to paid vacation leave at their rate of pay (i.e., Shift Differential) according to the following schedule of completed service to the Board of Education.

Completion of one year but less than ten years	10 days of vacation
Completion of ten years but less than twenty years	15 days of vacation
Completion of twenty years	20 days of vacation

For the purpose of this section, a full time employee is a person who is in service in a contracted position for not less than eleven (11) months in each calendar year and have been in that position for one year.

**Section 23.2** Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may permit an employee to accumulate vacation from year to year, not to exceed forty (40) days.

Payment for unused vacation leave, not to exceed the accrued amount up to forty (40) days, will be paid in the case of the employee's death or upon separation from the employment in the district.

Employees may receive payment for up to ten (10) vacation days annually five (5) days in the first check of December and five (5) days in first check of June.

**Section 23.3** Vacations shall be scheduled at times requested by the bargaining unit employee subject to the work load requirements of the department and the following regulations:

- A. Vacation request must be submitted, on a standard form provided by the Board at least ten (10) working days in advance of the requested date the vacation is to begin.
- B. Vacations must be approved in advance by the immediate supervisor.
- C. If two (2) or more employees in the same department request the same vacation days, the employee with the greatest total seniority shall be given preference.
- D. Vacation days may be taken in one-half (1/2) day increments.

## **ARTICLE 24 CALAMITY DAYS**

**Section 24.1** Employees shall be paid each year, as set forth by current state law, for all time lost from work when the school in which they are employed is closed due to an epidemic or other public calamity.

**Section 24.2** Nothing in this article shall be construed as requiring payment in excess of an employee's regular wage rate for any time worked while the school in which he/she is employed is officially closed for the reasons set forth in Section 1 above.

**Section 24.3** An Employee required to work by the responsible administrative authority on a calamity day when the total school program is closed for the majority of the school day, shall receive, at regular hourly rates, compensation equal to the number of regular hours worked on the calamity day.

**Section 24.4** When the opening time of school is delayed due to a calamity and the Employer extends the length of the school day; the Employer has the right to alter the normal work schedules of employees by requiring them to work one hour later. This section shall not apply unless the certified employees also agree to the alteration of work schedules.

## **ARTICLE 25 PAY DAYS**

**Section 25.1** All bargaining unit employees shall have their salary calculated and paid over a twelve (12) month period in twenty-six (26) pay installments, except twelve (12) months employees who will have their wages based on actual hours worked.

**Section 25.2** All employees will be paid by direct deposit, to the employee (s) choice of financial institution. Check stubs will be distributed at the building during normal working hours. During the summer months or when school is not in session, check stubs shall be picked up at the Board of Education Office during posted business hours or emailed to any employee who provides the Treasurer's Office a designated email address.

## **ARTICLE 26 HOURS AND OVERTIME**

**Section 26.1** Workweek – Forty (40) hours shall be the standard work week for all bargaining unit employees. The standard work week shall be used for determining an employee's eligibility for overtime only and shall not inhibit the Board's right to establish work schedules containing more or less than forty (40) hours. Employees will be assigned to work on specified days and during specified hours. Any current employee who is scheduled to work on Saturday or Sunday will be paid time and one half the employee's regular full time rate unless a current employee voluntarily accepts a position which includes Saturday and/or Sunday work. An employee hired after the effective date of the agreement whose regular schedule is to work on Saturday or Sunday will be paid at his/her regular rate unless he works in excess of 40 hours during the work week. The schedule of an employee will not be changed arbitrarily.

**Section 26.2** Workday – The length of the work day shall be designated by the Board for each classified position according to the needs of the department to which that position is assigned. Each bargaining unit employee shall be assigned to not less than two (2) hours per day for five (5) consecutive days.

**Section 26.3** Lunch Periods – Each employee required to work more than four (4) continuous hours, shall be scheduled an unpaid lunch period of not less

than one-half (1/2) or more than one (1) hour.

The lunch period shall be uninterrupted except for emergency situations requiring the employee's immediate attention. Employees leaving their assigned building for lunch shall clock out and in upon returning.

**Section 26.4** Eight (8) hour employees shall be permitted to a total of two (2) fifteen (15) minute breaks with one (1) prior to lunch and one (1) after. Employees working a minimum of four (4) hours and less than eight (8) continuous hours shall be permitted one (1) rest break.

Rest breaks shall be at such times as designated by his/her immediate Supervisor. Employees leaving their assigned building shall clock out and in upon returning. Rest periods shall be considered a part of the regular workday and shall be compensated at the regular rate of pay for the employee. Rest periods may be canceled due to an emergency situation requiring the employee's immediate care and attention.

**Section 26.5** Overtime – Any employee required by the appropriate administrative authority to work in excess of forty (40) hours during any one (1) payroll week or on a holiday shall be compensated at the rate of one and one half (1 ½) times his regular straight time hourly rate.

Authorized paid vacation and paid holiday leave and actual time worked shall be computed as time worked for the purpose of computing overtime eligibility.

No overtime shall be paid unless it has been authorized in advance by the appropriate supervisor except in the case of an emergency situation. The Board shall have the right to require employees to work overtime by inverse classification seniority.

**Section 26.6** Minimum Call-In Time – Any employee called to work at a time other than his/her regular scheduled work shift, thus necessitating additional travel to and from work, shall be guaranteed a minimum of two (2) hours pay. This section shall not apply to those employees scheduled to work less than two (2) hours as part of their regular work shift or those employees assigned to make routine building maintenance checks.

Employees making building checks shall be paid a minimum of one (1) hour or the actual time required to check the buildings involved, whichever is greater.

**Section 26.7** If the Employer establishes two (2) work schedules which include Saturday and/or Sunday, weekend duty will be rotated among employees assigned to these work schedules.

**Section 26.8** Time schedules established for each position shall be followed. Exceptions to the established time schedules shall be approved by the building principal or supervisor.

**Section 26.9** Custodial overtime will be offered to all regular custodians on a rotational basis utilizing the following procedure:

1. Custodians in the building where overtime is needed.
2. System seniority of all other custodians.

**Section 26.10** In-Service Procedures – Classified employees may be required to attend in-service meetings during the school year. Such meetings may be scheduled during the regular working hours of the employee, but it shall not be a requirement that such meetings be held during the Employee’s assigned working hours. No employee will be required to attend in-service meetings during his/her vacation or holidays. Employees required to attend in-service meetings will be paid a minimum of two hours unless the meeting is within their regular work hours or is an extension of their regular work hours.

## **ARTICLE 27 PAY AND ALLOWANCES**

**Section 27.1** Regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established by classification herein and listed in the salary schedules contained in the Appendix.

New employees shall be paid at the rate contained in Step A of the wage scale established for their classification.

The employee shall be advanced to Step B of the pay range the first pay period in July after completion of one (1) year of service with the Board and shall be advanced to each succeeding step in July upon completion of each subsequent year of service. This procedure shall be continued until reaching the final step of the pay range assigned to the classification. For the purpose of this article, an employee shall be deemed to have a year of service, which shall include the sixty (60) working day probationary period, if he has completed the following number of days of active service during the twelve (12) month period immediately proceeding July 1:

- 195-260 days for 11 or 12 month employees
- 135-194 days for 9 or 10 month employees

Each Bargaining Unit Member shall receive a tentative calendar each year with the specific days each Bargaining Unit Member is required to work.

**Section 27.2** Promotions – Any employee promoted to a different classification having a higher pay range, shall, after a fifteen (15) working day probationary period, be placed in the lowest step of the higher pay range which would result in a wage increase. The promoted employee shall be advanced to each succeeding pay step at the beginning the pay period following completion of such subsequent year of service until reaching the final step assigned to the pay range.

**Section 27.3** Employees required to use private transportation to perform the assigned duties of their position shall be reimbursed at the rate allowed by the Internal Revenue Service that is in effect on July 1<sup>st</sup> of each year of the contract.

The mileage allowance for travel between work sites shall only be payable to an employee who is assigned to work in the same classification at more than one worksite. An employee who works in more than one classification is not entitled to the mileage allowance when traveling from a work site where he has worked in one classification to another work site to perform duties of a different classification.

All mileage allowances paid to employees for travel between work sites shall be based on a list prepared by the Employer showing the approved number of miles between work sites. The Employer’s determination of the distance between work sites shall be final and shall not be appealable through grievance/arbitration procedure.

Employees who claim mileage allowance pursuant to this Article shall present a claim for payment to the Treasurer twice per calendar year. One claim shall be presented at the end of the school year and the other shall be presented at a time designated by the Treasurer.

**Section 27.4** Longevity – Each bargaining unit employee with continuous service with the Kenton City Schools shall be entitled to receive the following % of his/her present annual salary:

10 years	-	1.0%
15 years	-	1.5%
20 years	-	2.5%
25 years	-	3.0%

This amount shall be non-cumulative and payable in a lump sum on the second pay check in November of each year.

**Section 27.5** Employees working as breakfast servers or other regular time card positions shall have those hours considered as part of their regular work day and shall be paid their regular hourly rate for all paid days

**Section 27.6** Employees hired before 7/1/2012 assigned to eight (8) hour work schedule beginning at or after 2 p.m. during the nine (9) month school year shall receive a shift bonus of twenty cents per hour.

Employees hired after 7/1/2012 assigned to eight (8) hour work schedule beginning at or after 6 p.m. during the nine (9) month school year shall receive a shift bonus of twenty cents per hour.

The Board also specifically declares its intent to discontinue any past practice or custom of paying custodians and/or fireman this shift differential during the summer months or anytime outside the nine (9) month school year.

**Section 27.7** If an employee is required to work out of their classification they will receive the higher rate of pay for all hours worked. This provision does not include summer, part-time, temporary or elective hours. This Article does not supersede any other Article in the Collective Bargaining Agreement.

If authorized by the District, all employees may work in other classifications. Employees who do this will be paid at applicable hourly rate for that classification while performing such duties. The regular work week for employees who do this shall not exceed a total of forty (40) hours combined for both positions.

**Article 27.8** Any employee (s) having the daily responsibility for the medical procedure of a student shall receive in addition to their regular rate of pay the amounts established and set forth in the guidelines below:

**Level 1** Twenty-five (25) cents per hour: Administration of Oral Medications

- A. Dispenses oral medications according to physician instructions
- B. Maintains documentation of administrations

**Level 2** Thirty (30) cents per hour: Monitor, Assess Status, And Intervene In Cases with Physician Diagnosed and Documented Chronic and Life Threatening Medical Conditions

Examples but not limited to:

- A. Diabetic
  - 1. Low Blood Sugar
  - 2. High Blood Sugar
  - 3. Ketones
- B. Seizures
  - 1. Rectal Diastat
  - 2. Vagal Nerve Stimulator

- 3. CPR
- C. Allergic Reactions
  - 1. EpiPen
  - 2. Benadryl
  - 3. CPR
- D. Feeding Tubes
  - 1. Reinsertion
  - 2. Supplementations
- E. Respiratory Ailments
  - 1. Nebulizers
  - 2. Tracheal Suctioning
  - 3. Reinsertion of tracheal tube

**Level 3** Thirty-five (35) cents per hour: Lifting and Assisting with Mobility

- A. Transfer
  - 1. Wheelchair to seat, toilet, etc.
  - 2. Operating lifts and other equipment
  - 3. Ambulatory Assistance
    - Pushing wheelchairs, pulling wagons, walkers etc.

**Level 4** Forty (40) cents per hour: Toileting and Catheterization

- A. Supervising and assisting with personal cleaning
- B. Diapering
- C. Assessing skin integrity
- D. Emergency reinsertion of catheter
- E. Routine catheter care
- F. Assess urine and stool

If a student is documented for an extended absence (two weeks or more) or moves out of the district the medical bonus would be forfeited.

Additional students would not result in additional medical bonuses but the employees would receive the higher medical bonus. If the higher rated student is documented for an extended absence (two weeks or more) or moves out of the district the medical assistance bonus would be reduced to the lower rate.

The Superintendent has the right of assignment.

**ARTICLE 28  
EMPLOYEE EXPENSES AND MATERIALS**

**Section 28.1** The Board of Education agrees to provide the tools, equipment, supplies, materials, and safety items the Board requires and deems reasonable

necessary for employees to adequately and safely perform their required duties.

**Section 28.2** The Board of Education agrees to pay the full cost of any medical examination required as a condition of employment or continued employment which is performed by a physician, hospital or clinic selected by the Board.

**Section 28.3** Employees who are classified as Cooks and choose to take additional job related training shall be reimbursed for the fees paid for the training and for mileage for travel to and from the training location up to a maximum of seventy-five (\$75.00) dollars per contract year, including mileage reimbursement. All requests for training must be approved in advance by the employee's supervisor.

**Section 28.4** Custodians and Fireman holding low pressure boiler licenses on July 1, 1998, shall be reimbursed for the cost of their licenses up to forty (\$40.00) dollars.

**Section 28.5** The Board of Education will pay for all in-service training required by the Board of Education. The Board of Education will pay for the initial and renewal of all current certification(s) or other federal, state and/or Board policy requirements that become mandatory for an employee to continue his/her employment with the Board of Education in the classification(s) that the employees are employed in at the time said certification(s) are required. The Board shall have the right to determine the place, time and method of in-service and/or training, initial or renewal, that leads to certification. This will be paid at the employee's regular rate of pay.

## **ARTICLE 29 INSURANCE & HEALTH BENEFITS**

**Section 29.1** The Board agrees to contribute the following amounts for each employee working twenty (20) hours per week or more and all bus drivers with both a.m. and p.m. routes.

A. Hospitalization and Major Medical

2012-2013

Single \$489.63 per month

Family \$1,308.54 per month

A \$100 Section 125 for employees who are eligible for benefits through the Kenton City Schools for the calendar year 2013

- B. Dental Coverage – 90% of either single or family
- C. Vision – 100% of employee coverage
- D. Term Life Insurance – 100% of \$35,000 coverage

**Section 29.2** Employees who decline Hospitalization may select either of the following options:

- A. Monthly amounts in their Section 125 Plan to be used for unreimbursed medical expenses.
  - 1. \$100 Monthly
- B. Or a cash option monthly as follows:
  - 1. \$75 Monthly

**Section 29.3** Employees have the option of purchasing Family Vision by paying the difference between Single Coverage and Family Coverage through payroll deduction.

### **ARTICLE 30 SEVERANCE PAY**

**Section 30.1** All employees of this district, upon written request within sixty (60) days after the first day of official retirement, shall be paid in cash for one-fourth (1/4) of the value of the accumulated sick leave to that employee's credit. Such payment shall be based on the employee's rate of pay at the time of such retirement. The maximum payment made under this policy shall be for thirty-eight (38) days. In addition, employees will be paid for one (1) day for each day over the 199 maximum but no more than 5 days. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time of retirement as used in this policy, shall be considered to mean retirement as approved under the School Employees Retirement System within one (1) year after they leave active service with this school district.

### **ARTICLE 31 WORKER'S COMPENSATION**

**Section 31.1** All bargaining unit employees are eligible to apply for benefits under the Worker's Compensation Laws of the State of Ohio. The Bureau of Workers' Compensation pays benefits for any verified injury or death

incurred during the course of employment or arising out of the scope of employment.

**Section 31.2** The employee must complete a written report of any injury incurred while performing assigned duties to his/her supervisor as soon as possible. The injured employee shall also complete an application to be filed with the Bureau of Worker's Compensation.

**Section 31.3** If an injury is expected to cause an employee to be absent from his/her position, the employee shall be responsible for submitting a written request for a leave of absence.

### **ARTICLE 32 WORK RULES**

**Section 32.1** The union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules and policies consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's operations, programs and services.

**Section 32.2** The Employer agrees that all work rules shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed.

**Section 32.3** Work rules shall not be applied in violation of the express terms of this Agreement.

**Section 32.4** All employees shall have access to the Employer's work rules for the duration of this agreement.

### **ARTICLE 33 DRUG TESTING**

**Section 33.1** Drug/alcohol testing may be conducted on employees upon reasonable suspicion, in accordance with state law or regulation, or as part of the annual physical examination.

Reasonable suspicion that an employee used or is using a controlled substance (as defined in Ohio Revised Code 3719.41 or any other state or federal statute defining "controlled substance") or alcohol in an unlawful or abusive manner may be used upon, but not limited to:

Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;

Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;

Information provided either by reliable or credible sources or independently corroborated;

Facts or circumstances developed in the course of an investigation of an accident or unsafe working practice.

**Section 33.2** Use of a drug in an unlawful or abusive manner includes misuse of a prescription drug.

**Section 33.3** In cases in which an employee is acting in an abnormal manner, and where the Employer has reasonable suspicion to believe that the employee is under the influence of a controlled substance, the Employer may require the employee to go to a medical or other approved facility at the selection of and at the expense of the Employer to provide blood or urine specimens. For the purpose of this Section “reasonable suspicion” includes suspicion based on personal observation by the Employer or any designee of the Employer including observations and/or descriptions of appearance, behavior, speech, breath, or inexplicable behavior.

**Section 33.4** An employee has the right, once during his employment, to refuse to undergo a drug/alcohol test. If the test is refused, the employee will receive an automatic five (5) day suspension without pay and the Employer will have the right to terminate him if he ever again refuses a test. The termination for the second refusal is not appealable to arbitration.

**Section 33.5** All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

**Section 33.6** Alcohol testing shall be done in accordance with the law of the State of Ohio. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article.

**Section 33.7** The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure for the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

**Section 33.8** If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two of the three containers collected in the manner prescribed above.

In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

In the event that the second test contradicts the result of the first test, the Employer may request a third test in accordance with the procedures described above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

**Section 33.9** A list of two testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

**Section 33.10** If the testing required above has produced a positive result the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above may be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time or vacation leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is not longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return to work. The Employer may conduct four (4) tests of an employee during the one year period after the employee has a completed rehabilitation or detoxification program as provided above. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the

employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

**Section 33.11** If the employee refuses to undergo rehabilitation or detoxification, or does not follow the rehabilitation or detoxification program in good faith, or tests positive during a retesting within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of employment.

**Section 33.12** Cost of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Employees shall be paid for one (1) hour at their current rate for time spent completing required drug tests (Effective April 19, 2010).

**Section 33.13** The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

#### **ARTICLE 34 WAIVER OF CIVIL SERVICE**

**Section 34.1** This Agreement supersedes and replaces all applicable state and local laws, which it has authority to supersede and replace, including the provisions of ORC Local 124.01 through 124.56 and the Rules and Regulations of the Civil Service Commission of the City of Kenton. Where this Agreement is silent, the provisions of applicable law shall prevail.

#### **ARTICLE 35 CONTINUOUS PERFORMANCE PLEDGE**

**Section 35.1** The members of the Union agree that they will neither cause nor sponsor any strike, slow-down, or other work stoppage during the term of this Agreement. In the event the Union or any of its members violate this provision, they shall be subject to appropriate penalties as determined by the Board of Education.

**Section 35.2** In recognition of this continuous performance pledge, the Board agrees there will be no "lockout" of members of the Union except if such "lockout" is a result of the Board's inability to pay or operate which results in the closing of all regular schools or in the event the employees violate this Article.

**Section 35.3** Any employee who initiates or participates in a strike or any other concerted effort to interfere with the services of the Employer, will be subject to disciplinary action by the Board; provided, however, that the

question of participation by the employee shall be appealable through the grievance procedure.

**Section 35.4** The Union will make every reasonable effort to prevent or terminate violations of this Pledge.

### **ARTICLE 36 WAIVER IN CASE OF EMERGENCY**

**Section 36.1** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the Board of Education or the School Superintendent, such as acts of God or civil disorder or other catastrophe, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Management or the Union replies on grievances; and,
- B. All provisions of the Agreement relating to the job assignment of all employees, except that employees shall not be required to perform duties outside their regular classification during the emergency.

**Section 36.2** Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they [the grievance(s)] had properly progressed.

### **ARTICLE 37 SEVERABILITY**

**Section 37.1** If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by any governmental authority other than the Board which shall render any provisions of this Agreement invalid or restrain compliance with or enforcement of any provision of this Agreement such provision shall be immediately suspended and be of no further force or effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

**Section 37.2** If during the term of this Agreement, any provision is determined invalid or inoperable due to its conflict with applicable State or Federal law, or valid rule or regulation adopted or repealed by a State or Federal Agency, the parties agree to meet to negotiate a lawful alternative provision, if possible, under the law relative to the affected provision. Such meeting

shall take place thirty (30) days following a written request by either party.

### **ARTICLE 38 PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM PICK-UP**

**Section 38.1** The Board agrees to take the necessary action to pick-up through the salary reduction method the contribution of bargaining unit employees to the Public School Employees Retirement System.

The Board shall then request approval from the Internal Revenue Service of the plan to ensure that such picked up contributions are deductible from the employees' gross salaries for Federal tax purposes.

Upon receipt of a favorable IRS private letter ruling, the Board will request the Treasurer to report the employees' contributions to the pension fund as picked up by the Board.

The Union agrees that this method of "pick-up" is one which requires no additional outlay of monies by the Board and agrees that the pick-up shall not be effective until after the Board receives the favorable IRS ruling.

**Section 38.2** In the event that there is a subsequent determination that the foregoing adversely affects the qualified status under the Internal Revenue Code of the contributions by the Board, or the picked-up contributions of the SERS retirement plan, this pick-up provision shall be null and void.

### **ARTICLE 39 PROCEDURES FOR CONDUCTING NEGOTIATIONS**

**Section 39.1** The Employer and the Union agree, subject to applicable law, that negotiations for the next Agreement shall begin no less than ninety (90) days and no more than one hundred twenty (120) days prior to the expiration of this Agreement.

**Section 39.2** The parties shall begin negotiations by establishing a set of mutually agreeable collective bargaining guidelines which shall be followed by both parties throughout negotiations. These guidelines for negotiations shall be agreed upon before the Union submits their proposal(s).

**Section 39.3** When agreement is reached on an item, it shall be reduced to writing and signed by the chairman of the negotiating committees.

When agreement has been reached on all items that have been bargaining, ratification shall take place by both the Union and the Board of Education. Signatures of representatives of both groups shall be affixed to the document with the appropriate dates.

**Section 39.4** All proposals shall be submitted by both parties at the first negotiations session except as mutually agreed.

### **Impasse Procedure**

**Section 39.5** In the event that an agreement is not reached by the expiration date of the contract after full consideration of the proposals or counter-proposal, impasse shall be declared by either party, unless there is mutual agreement to extend the contract and to continue discussions.

Impasse is reached whenever the parties are making no progress at the negotiating table and/or after many bargaining sessions have been held and the position of the parties have been solidified and the parties have become unable to resolve remaining issues.

If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by the parties.

The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. Any costs involved shall be shared equally by the Union and the Board of Education.

The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The Mediator does not have the authority to recommend or to bind either party to any agreement.

### **Section 39.6 Mutual Extension of Contract**

Such contract extension shall be for a period not to exceed fifteen (15) days and by mutual agreement. Extension beyond this time shall be upon mutual agreement.

## **ARTICLE 40 DURATION OF AGREEMENT**

**Section 40.1** This Agreement shall be effective July 1, 2012 and shall remain in full force and effect until 12:00 midnight June 30, 2013.

**Section 40.2** If either party desires to modify, or amend this Agreement, it shall give written notice of such intent in accordance with Article 36 herein to the other party not later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**Section 40.3** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer, the employees and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either both parties at the time they negotiated or signed this Agreement.

**Section 40.4** This Article shall not operate to bar negotiations over any subject matter which the Employer and Union mutually agree to negotiate.

## LETTER OF UNDERSTANDING

The Union and the Board shall participate in a joint session provided by the Federal Mediation and Conciliation Services (FMCS). Guidelines for conducting a Labor Management Meeting shall be the purpose of this training.

### **Attachment**

1. The classification of Cafeteria I will apply to cafeteria employees hired after July 1, 1992 and normally scheduled to work less than twenty (20) hours per week. The Cook classification will apply to all cafeteria employees employed on June 30, 1992 and employees hired after June 30, 1992, normally scheduled to work twenty (20) or more hours per week.

**KENTON CITY  
SCHOOLS**

**JULY 1, 2012-2013**

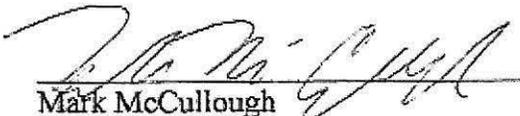
<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>BUS DRIVER</b>	\$12.95	\$13.20	\$13.48	\$13.66	\$14.14
<b>CAFETERIA I</b>	\$10.21	\$10.49	\$10.75	\$11.02	\$11.85
<b>CAFETERIA II</b>	\$12.77	\$13.05	\$13.33	\$13.59	\$14.47
<b>CUSTODIAN</b>	\$12.77	\$13.05	\$13.33	\$13.59	\$14.47
<b>COOK</b>	\$11.40	\$11.68	\$11.96	\$12.24	\$13.05
<b>EDUCATIONAL ASST.</b>	\$11.68	\$11.96	\$12.24	\$12.49	\$13.38
<b>SECRETARY</b>	\$12.39	\$12.67	\$12.95	\$13.20	\$14.04
<b>TRIP PAY</b>	\$12.00	\$13.00			

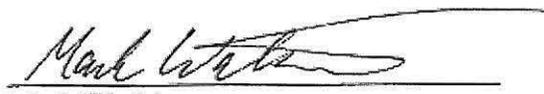
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hand to duplicate copies, this 18<sup>th</sup> day of June 2012.

FOR THE BOARD OF EDUCATION

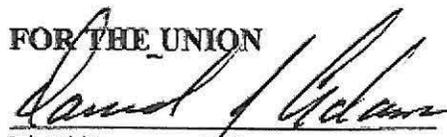
  
Chief Spokesperson  
Jennifer Penczarski, Superintendent

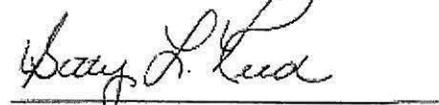
  
Mark McCullough  
Board of Education President

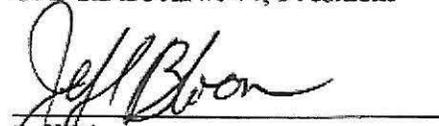
  
Mark Watkins  
Board of Education Member

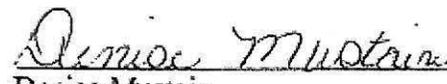
  
Steve Ashba  
Treasurer

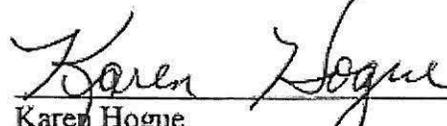
FOR THE UNION

  
Field Representative  
Dave Adam, OAPSE

  
Betty L. Reed  
OAPSE Local #344, President

  
Jeff Bloom  
Negotiating Team Member

  
Denise Mustain  
Negotiating Team Member

  
Karen Hogue  
Negotiating Team Member

**Kenton City Schools  
Classified Evaluation Form**

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

- |                                   |                   |
|-----------------------------------|-------------------|
| 1. Quantity of Work _____         | O=Outstanding     |
| 2. Quality of Work _____          | V=Very Good       |
| 3. Attitude toward work _____     | S=Satisfactory    |
| 4. Work habits _____              | I=Improvement     |
| 5. Relationship with others _____ | U=Unsatisfactory  |
| 6. Supervisory skills _____       | NA=Not Applicable |

Supervisor comments: \* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee comments: \* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature and Date                      Employee's Signature and Date\*\*

\*Use back of paper or additional paper if needed.  
\*\*Employee signature does not indicate agreement with the evaluation, only that they received the evaluation.