

12-MED-03-0186

2187-02

K# 29036

STATE EMPLOYMENT
NORTH CANTON

CONTRACT 11 (P. 3-5)

CLASSIFIED

PERSONNEL ASSOCIATION

And the

**North Canton City Schools
Board of Education**

**Effective
July 1, 2012
Through
June 30, 2015**

76

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE(S)</u>
I Recognition Agreement & Statement of Negotiations.....	1-6
II Association Rights.....	6-7
III Bus Drivers.....	7-13
IV Drug Free Workplace.....	14
V Due Process.....	14
VI Evaluation.....	14-16
VII Grievance Procedure.....	17-21
VIII Hiring/Rehiring of Retirees.....	21-22
IX Holidays.....	22
X Insurances.....	22-30
XI Labor-Management Committee.....	30
XII Leaves	
Assault.....	30-31
Child Care.....	31-32
Extended Illness.....	32
Family Medical Leave.....	32-33
Jury Duty.....	33
Sick Leave.....	33-34
Absence Report.....	34-35
Unpaid Leave of Absence.....	36
Special Leave.....	36-37
Special Leave Form.....	38
XIII Pay Days.....	39
XIV Payroll Deductions.....	39
XV Personnel File.....	40
XVI Printing of Contract.....	41
XVII Privatization.....	41
XVIII Reduction in Force.....	41-44
XIX Reimbursement: Job Related Travel.....	44-45
XX Salary Schedules.....	46-60
XXI Salary Notices.....	61
XXII SERS Pick-Up with Reduction.....	61
XXIII Severance Pay.....	61-62
XXIV Shift Differential.....	62
XXV Smoke-Free Environment.....	63
XXVI Tuition-Free Attendance.....	63
XXVII Vacancies, Transfers, Promotions.....	63-65
XXVIII Vacations.....	65

<u>ARTICLE</u>		<u>PAGE(S)</u>
XXIX	Working Conditions	
	Dispensing Medication	65-66
	Supervision	66
	Uniform Allowance.....	66
	Substitute.....	67
	Clerical Aide	67
XXX	Work Year, Work Day, Work Week.....	67-70
XXXI	Effects of the Contract	70-73

**ARTICLE I - RECOGNITION AGREEMENT AND
STATEMENT OF NEGOTIATIONS PROCEDURE**

A. Agreement

The recognition herein referred to constitutes an agreement between the Board of Education of the North Canton City School District (hereinafter referred to as "Board") and the North Canton Classified Personnel Association/OEA/NEA, (hereinafter referred to as "Association") to negotiate all matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

B. Recognition

The Board does hereby recognize the Association as the sole and exclusive negotiating agent for all classified employees in the following areas: food service, mechanics, bus drivers, crossing guards, secretaries, classified librarians, aides, monitors, maintenance employees, interpreter, technology support specialist, mail courier and custodians. Excluded from this unit are the four (4) current secretarial positions in the District Office, the five (5) current positions in the Treasurer's Office, supervisory and management employees, and all seasonal, and casual employees, as defined in 4117 O.R.C.

C. Principles

It is mutually agreed that in the application of the agreement neither the Board nor the Association will discriminate in any manner prohibited by law between or among any employees of the Board because of race, religion, sex, age, national origin, marital status, handicap, or being a veteran. The foregoing provisions shall be effective in accordance with the applicable provisions of federal and state law.

D. Board of Education Rights

1. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in

Section 4117.08 of the Ohio Revised Code. These include:

- a. determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;
 - b. direct, supervise, evaluate and hire employees;
 - c. maintain and improve the efficiency and effectiveness of Board operations;
 - d. determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;
 - e. suspend, terminate, lay off, transfer, assign, schedule, promote or retain employees;
 - f. determine the adequacy of the work force;
 - g. determine the overall mission of the School District, including the establishment of curriculum, special programs, athletic, recreational and social events for students;
 - h. effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities and assignments of staff members;
 - i. take actions to carry out the mission of the School District.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection

therewith shall be limited only by the specific and express terms of this contract and Ohio statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

3. Failure to fill any vacancy shall not be considered a change in terms or conditions of employment.

E. Procedures for Conducting Negotiations

1. Negotiating Teams - The Board's designated negotiating team shall meet with the negotiating team designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. Each team shall not exceed seven (7) members.
2. Opening Negotiations - A written request to begin negotiations may be submitted by the Association to the Board or by the Board to the Association. A mutually acceptable meeting date shall be set within five (5) school days of the request; such meeting shall be held within fifteen (15) school days of the date of the request unless a later date is mutually acceptable to both teams. In any given year, such request shall be made 120 calendar days prior to the expiration date of the current contract. All proposals shall be submitted in writing by both parties at the initial meeting. Thereafter, no new items shall be submitted without mutual consent of both parties.
3. Negotiation Procedures - The Board's designated negotiating team shall meet at mutually agreed upon places and times with the Association's negotiating team for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to

reach mutual understanding and agreement. Both teams agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph E-2 above, such additional meetings shall be held as the teams may require to reach an agreement on the issues. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular work day (7:00 a.m.-4:00 p.m.), except by mutual consent of the negotiating teams. Association team members who have work schedule conflict with bargaining sessions may be released from work provided that they make up any time missed at dates and times mutually agreed to with their immediate supervisor or administrator. A member of the bargaining unit who is serving on the negotiating team and whose work schedule conflicts with scheduled bargaining sessions, shall be permitted to exchange shifts with another bargaining unit member within the same classification in order to attend such sessions.

A member of the bargaining unit who is serving on the negotiations team and whose work schedule conflicts with Association team meetings, shall be permitted to exchange shifts with another bargaining unit member within the same classification in order to attend such meetings.

The provisions of sub-section 3 are contingent on both bargaining unit members agreeing to the shift exchange and notification of supervisor.

4. Exchange of Information - Both teams and/or the Superintendent shall furnish each other, upon reasonable request, available information pertinent to the subject(s) under consideration.
5. Caucus Sessions - Caucus sessions shall be held at the request of either team.
6. Consultants - The teams may call upon consultants to assist in preparing for negotiations and to advise them during negotiating sessions. The expense of such consultants shall be borne by the party requesting them.

7. News Releases - Until all the dispute resolution procedures herein detailed have been completed, any releases to the news media shall be jointly issued.
8. Reaching Agreement - Tentative agreement on negotiated items shall be reduced to writing and initialed by the representatives of each team, but such initialing shall not be construed as final agreement. "Tentative," as used herein, shall have the meaning ascribed by Webster's Third New International Dictionary.

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing, entitled Tentative Negotiated Agreement between North Canton Classified Personnel Association and Board of Education of North Canton City School District, and recommended to the Association and the Board by their respective negotiating teams for approval. Following approval by the Association and adoption by the Board, the agreement becomes binding on both the Association and the Board.

9. Resolving Differences - If, at any point in the negotiations, the parties to this agreement fail to reach a mutual understanding regarding matters related to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing condition of this agreement, and the deadlock arising cannot be resolved by the efforts of the Board and the Association alone, either party may declare that an impasse exists and the following procedure shall be implemented:
 - a. Within three days of the declaration of impasse, either party may request the services of the Federal Mediation and Conciliation Services to mediate the dispute.

This alternate dispute resolution procedure shall supercede and replace all statutory dispute resolution procedure in 4117 ORC. The State Employment Relations Board shall have no authority to alter, modify or replace the parties mutually agreed to procedure.

The Association retains its right to strike under the procedures contained in 4117 ORC.

- b. No public employee shall strike during the term or extended term of this collective bargaining agreement or until mediation has occurred.

ARTICLE II – ASSOCIATION RIGHTS

The Association shall have the following sole and exclusive organizational rights as they relate to classified employees:

- A. Reasonable use of bulletin board space at an accessible place in each school building or work site for Association notices.
- B. Deduction from the salary of classified employees for the payment of dues to the Association and its affiliates such sums as are authorized to the Board's Treasurer, in writing, by each employee. Such dues shall be transmitted to the Association Treasurer as soon as is practical after the deduction is made.

Association dues shall be deducted from each pay of the classified employees in equal installments commencing with the first pay in October and ending with the first pay in June.

- C. Use of school buildings for Association meetings, in accordance with Board policy regarding use of buildings and grounds.
- D. Placement of communications in the mailboxes provided for each employee and reasonable use of the inter-school mail system.
- E. Attendance at the OEA Representative Assembly, for bargaining unit personnel, with pay, is limited to two (2) officially elected delegates, for a maximum of three (3) work days per year, per delegate. Attendance must be approved by the immediate supervisor; final arrangements are to be made with the building principal or other responsible administrator.

Employees may use special leave to attend the OEA Leadership Academy.

No expenses incurred by bargaining unit personnel by attendance at the assembly, Academy, or Stark County Program will be reimbursed by the Board.

Employees in the bargaining unit may attend an OEA Stark County program in accordance with the following provisions:

1. If the conference is held during regular working hours when school is not in session, all Association members will have the option of attending the conference or of reporting for work. Employees who attend the conference and who file a written certification attesting thereto shall receive the same pay as though they had reported for work; or
 2. If the conference is held during a regular working day when school is in session, the president of the Association shall, at least ten (10) days prior to the meeting, certify to the Superintendent of Schools, the names of seven (7) members who shall be delegates. The delegates may attend the conference and those who actually do so shall receive the same pay as though they had reported for work.
- F. The Association shall be informed and given copies of all job description changes.

ARTICLE III - BUS DRIVERS

- A. Driving assignments requiring a lesser working time shall receive compensation based upon the hourly rate.

The Board may issue eight (8) hour and five (5) hour bus driving contracts in addition to the normal four (4) hour contract. Drivers contracted for five (5) and eight (8) hour contracts shall be on duty during contracted time and may be assigned other duties. Such contracts shall be bid on a seniority basis.

New routes or vacant routes shall be offered on a seniority basis. A driver may bid on a posting more than once during the year. However, the Board is only required to then post that driver's position and not any subsequent vacancy that then occurs from that bid. The Board may then fill the remaining vacancy.

Bus routes shall be bid by seniority at the beginning of each school year.

B. Safety meeting attendance is required by all regular drivers. Such meetings will be scheduled by the supervisor on work days in addition to regular driving time, limited to four per year, and two hours per meeting.

C. Supplemental Contracts

1. If a vacancy occurs, it will be posted and filled under Article XXVII.
2. Supplemental contracts will be issued at no less than one-half hour unless they are contiguous to the normal contract time. In which case, they shall be paid at the actual time worked.
3. Any reduction of hours of the current supplemental contracts shall be on a seniority basis.
4. In no event shall a supplemental contract for kindergarten be less than one hour unless it is contiguous to the normal contract time. In which case, it shall be paid at the actual time worked.
5. Supplemental contracts will be issued on a seniority basis.

D. Extended Time

If conditions beyond the driver's control necessitate a bus driver to extend the time of a regularly scheduled assignment (run) fifteen (15) minutes or more, such total additional time shall be compensated at the driver's currently effective rate.

E. Extra kindergarten, shuttle time and extra trips may be assigned to contracted drivers having available time.

Extra kindergarten, shuttle and field trips may be added after approval of the Superintendent as supplemental time to four (4) and five (5) hour runs as needed and to eight (8) hour contracts up to a maximum of eight (8) hours per day.

F. Extra Trips

An extra trip may be assigned to a substitute driver if no regular contracted driver has accepted the extra trip two (2) days prior to the scheduled day of departure.

The minimum compensation for extra trips that require driver to report to work shall be one and one-half (1.5) hours. Extra trips that back up to contracted time shall be paid actual time worked.

Other extra trips will be offered on a rotating most-senior basis to contracted driver having available time outside the normal contracted schedule.

- The rotation year shall begin on the first driver work day of the school year and begin again on the first driver work day of the next school year.
- The first overtime/extended time opportunity on or after the first driver work day of any year will go to the most senior contracted driver.
- Thereafter, the seniority list will be followed, i.e. the next most senior person will be offered the overtime.

G. In all situations, inclusive of A-F above, "driving time" shall be calculated from the time the bus leaves the bus garage until the bus returns to the bus garage which is in addition to prep time as certified.

H. Each school bus driver must provide the following:

1. A valid Ohio driver's license which includes a school bus driver endorsement.
2. By August 1 of each school year a successfully completed Bus Driver's Physical Examination form (given to Supervisor of Transportation).
3. A current abstract of driving record issued by the Ohio Department of Motor Vehicles showing not more than six (6) violation points. Each school bus driver must be insurable.

If the bus driver is unable to meet any of the above requirements because of the driver's negligent or intentional conduct, the driver will be suspended without pay and fringe benefits until such time as all criteria are met.

If a driver is unable to successfully complete the Physical Examination because of a temporary condition as verified by a physician, the driver may use any accumulated sick leave and/or take SERS disability or retirement.

If the driver is unable to successfully complete the Physical Examination because of a permanent condition as verified by a physician, the driver may elect to take SERS disability or retirement.

If, after sixty (60) days, the cause of the suspension has not been corrected, and the driver has not elected sick leave/SERS disability or retirement, then the Board may begin termination procedures.

- I. Any school bus driver convicted of a felony resulting from the operation of a motor vehicle shall be terminated.
- J.
 - 1. Any overnight trips shall be paid according to Article III-G except that time may be deducted for those time the drivers are not on call to drive (including sleeping time). However, in no event shall more than eight (8) hours be excluded.
 - 2. The Board shall reimburse the driver for necessary expenses for hotel and meals. The driver must present receipts for payment.
- K. A contracted driver shall be allowed to substitute (in addition to that driver's regular route) for another driver who is on leave. Sick leave of the substituting driver shall not cause a loss of this right.
- L. Prep Time
A driver shall be paid thirty (30) minutes for preparation. Preparation time is in addition to actual driving time.

During this time, the driver must perform the necessary checks and preparations required by law. This includes replacing fluids and fuel.

A duplicate checklist shall be completed and signed by the driver. The driver shall retain a copy.

This time is also to be used for any interior clean-up.

M. Grandfather Clause

If, as a result of changes made in this Article, a driver would suffer a reduction in health benefits, the driver shall maintain such benefits for the life of this Agreement unless he/she refuses additional contracted time.

N. Drivers are not permitted to take buses home. Buses are to be returned to the garage when not in use for contracted service.

O. The eight (8), five (5), and four (4) hour contracts may not be split into more than two (2) shifts unless agreed to by the Association President and the Superintendent.

P. Bus drivers trained by the North Canton City Schools that remain in the employ of the District in excess of twelve (12) months shall be entitled to a one (1) time payment of \$150.00.

Q. Alcohol / Drug Testing

1. Districts may include drug education awareness training as part of regular district in-service programs for all transportation employees. The Board's testing policy and Federal Regulations, Subpart F, Alcohol Misuse and Controlled Substance Use Information (Part VII, p. 7513-7514), shall be given to affected employees. The employee shall sign proof of receipt.

2. The Supervisor who makes the determination that "reasonable suspicion" exists to test employees shall create a written report setting forth the specific observations relied upon to order the test. The Supervisor that makes the determination cannot also conduct the alcohol test.

3. Random testing will be done during scheduled work time.
4. The same laboratory shall be used for all testing except as specified in subsection 7 below. Upon request, the name of the laboratory shall be provided to the Association office at the beginning of each school year.
5. Employees have a right to a hearing in order to provide the employee an opportunity to dispute any information and for the employer, prior to suspending the employee and/or ordering referral to evaluation, to provide an explanation. The employee is entitled to written charges and association representation.
6. The Substance Abuse Professional (SAP) shall be selected by the employee from a list jointly agreed to by the Union and the Board.
7. If the employee disputes a positive test result, he may request a split specimen within seventy-two (72) hours from the time of notification at Board paid expense. The test shall be done by a different laboratory and the GC/MS test shall be used. If the split specimen tests negative, the employee will be paid for any time lost during the 72 hour period.
8. If the first specimen tests positive and the second specimen tests negative, this will be deemed to be the official result of the drug test.
9. Any and all Board required Drug-Alcohol testing shall be paid by the Board.
10. If the employee tests positive on the alcohol (at .04 or above) and/or drug test, he will be suspended without pay until completion of assessment and treatment, if needed. At the conclusion of the assessment and/or treatment, the Superintendent may do one of the following:
 - a. Reinstatement the employee to his original position
 - b. Suspend without pay for up to three days at the Superintendent's discretion

- c. If the employee has more than five years of service and it is a first offense involving the violation of the drug/alcohol testing policy and no accident is involved, the employee may:
 - i) Be assigned to a non-safety sensitive position if available and if qualified. Otherwise, the individual will be placed on a recall list for the first position available and for which he is qualified.
 - ii) Be terminated under 3319.081 O.R.C. (Ohio Revised Code)
 - d. If the employee has five years or less of service, or it is a second offense involving the violation of the drug/alcohol testing policy, or an accident is involved, the employee may be terminated after a hearing. The employee may challenge the termination at binding arbitration but only on the validity of the test results and not on mitigation of the penalty. This procedure, for circumstances covered by 10.d. shall prevail over that contained in 3319.081 O.R.C. and/or the applicable collective bargaining agreement.
11. If the employee tests positive on the alcohol test (below .04) disciplinary action, if any:
- a. Shall be governed by 3319.081 O.R.C. and not under the terms of the collective bargaining agreement or
 - b. May result in the employee being suspended without pay for up to three days at the Superintendent's discretion.
12. The employee must present to the Superintendent written evidence of completion of assessment and/or treatment.

ARTICLE IV - DRUG FREE WORKPLACE

- A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an individual accused of a drug-related offense.
- B. The conviction, guilty, or no contest plea of an individual for possession and/or use, unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE V - DUE PROCESS

- A. Non-teaching employees shall enter into written probationary (limited) contracts for their employment which shall be for a period of not more than one year (initial contracts do not extend beyond June 30). If the employee is renewed after serving three one year limited contracts, the individual shall be employed under a continuing contract. Non-renewal at the end of a limited contract is not subject to challenge through the grievance procedure.
- B. A classified employee may be removed or suspended for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of rules or any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance in office.
- C. The Superintendent may impose disciplinary suspensions of three (3) days or less without pay. Such suspensions are not grievable.

This section prevails over any conflicting laws relating to the discipline or discharge of employees.

ARTICLE VI - CLASSIFIED EMPLOYEE EVALUATION

The classified employee appraisal is intended to be an evaluation of the quality of job performance. The appraisal may serve as a way of commending a classified employee for fine work and leadership qualities as well as to indicate areas of needed improvement. The appraisal

should aid in focusing the attention of employee and administrators upon the many important facets of the jobs performed by the classified staff.

PROCEDURE

1. By the end of September, the supervisor, principal, or his/her designee*, shall acquaint the classified employee with the appraisal instrument and job description.
2. During the first semester, a short pre-appraisal conference will be held with the supervisor, principal, or his/her designee*, and the employee to identify areas of concern.
3. Appraisal shall be done by the supervisor, principal, or his/her designee*. Observation and familiarity with the work to be done shall comprise the criteria on which appraisal is based, sequence to be as follows:
 - a. Cooperative employee/appraiser conference.
 - b. Copies of the completed and signed appraisal shall be delivered to the employee, principal or supervisor, and the Superintendent of Schools.
 - c. Goals may be set for future improvement.
 - d. Written statements of weakness and/or criticisms must be accompanied with expectations for improvement. It is anticipated that following a reasonable length of time, an opportunity for re-evaluation will be provided.
4. The following employees are to be appraised:
 - a. All employees in their first year of employment.
 - b. All employees in their third year of employment.
 - c. All employees every five years after their third year of employment.
5. Any classified employee may be appraised, or reappraised, upon his/her request, the request of the principal, supervisor, or the Superintendent of Schools.

*Designees will not be members of the bargaining unit.

CLASSIFIED PERSONNEL EVALUATION FORM

NAME _____

BUILDING(S) _____

CLASSIFICATION _____

ASSIGNMENT _____

DATE _____

Areas of Strength:

Areas of Needed Improvement: (if any)

Practices to be Continued:

Suggestions for Improvement:

Comments of Classified Person: (To be used as the exclusive option of the classified person.)

Evaluator

Classified Person (Signature means that I have seen this report but not that I necessarily agree with it.)

ARTICLE VII - GRIEVANCE PROCEDURE

- A. Grievance Procedure - Grievance procedures shall be available to all classified employees; no reprisals shall be taken against any classified employee initiating or participating in the grievance procedure.
- B. Purpose and Objectives - The primary purpose of this procedure shall be to obtain, at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Grievance proceedings shall be handled confidentially.
- C. Grievance Defined - A grievance is a complaint alleging the violation, misinterpretation, or misapplication of the terms of any provision of the Negotiated Agreement between North Canton Classified Personnel Association and the Board of Education of North Canton City School District.
- D. General Provisions -
 - 1. A grievance may be initiated by an individual, a group, and/or the Association.
 - 2. An alleged violation must be discussed informally with the appropriate administrator prior to the initiation of the grievance procedure.
 - 3. To initiate the procedure, the grievant or his representative shall present a concise written statement of the facts (a) referring to the specific provision of the Negotiated Agreement involved (b) specifying the person or persons involved (c) setting forth the detriment to the grievant and (d) describing the relief sought.
 - 4. The Association may assist any classified employee in preparing the proper and complete information necessary to expedite the procedure.
 - 5. Each party, at every step in the grievance procedure, may be represented or assisted by counsel or by any other person of his or her choice and may present witnesses who have knowledge of matters pertaining to the grievance.

6. In all matters and at all steps, the period within which any action is required can be extended only by prior written agreement between the grievant and the Superintendent, or, in the absence of the Superintendent, by his designee.
7. Failure of the grievant to proceed within the specified time limits to the next level of the procedure shall cause the grievant to be conclusively bound by the recommendations made or the decision rendered at the previous level. The failure of any person to render a decision within the time set forth herein shall permit the grievant to proceed to the next step in the procedure.
8. A grievance may be initiated at Level Two when the building principal, or other immediate supervisor, states in writing that the subject is not within his realm of responsibility or control, and a copy of such statement shall be attached to the grievance when filed.
9. A decision, recommendation, or determination made at any step in a grievance proceeding shall be effective only with respect to the particular incident which was the subject of the grievance and the named grievant or grievants. A decision, recommendation, or determination made in connection with a group grievance shall be effective for all members of the group.
10. Nothing contained in the procedure shall be construed as limiting the individual rights of a classified employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
11. In all instances, the word "day" as used herein shall mean a school day as established on the calendar for the applicable school year, unless school is not in session, in which event the word "day" shall exclude Saturdays, Sundays, and legal holidays.
12. A grievance may be withdrawn at any level without prejudice.

13. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participant involved in the procedure herein described.
14. Any document, statement, copy, or written response shall be conclusively deemed to have been furnished, filed, delivered, or received upon the date following the date the same is deposited in the United States mail, if mailed by United States mail, or actually received if otherwise delivered.
15. The grievant may, at any step in the proceedings, attach to the written grievance a notice setting forth the name and address of the person or persons who will act as a representative or representatives. Notices shall be sent to not more than two such representatives at the addresses provided.

E. Procedure

1. Level One: A copy of the written grievance shall be submitted to the grievant's principal or other immediate supervisor within thirty (30) days after the occurrence of the event which is claimed to be the subject of the grievance or within thirty (30) days after the grievant has knowledge of the event, whichever is later.

A meeting shall be held at a time mutually agreed upon between the grievant and the principal or other immediate supervisor within five (5) days after receipt of the written grievance by the principal or other immediate supervisor. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days after the meeting, the principal or other immediate supervisor shall provide the grievant with a written response stating his position and recommendation for the resolution of the grievance. Copies shall be provided pursuant to Paragraph D-15 above.

2. Level Two: If the grievant is not satisfied with the recommendation made in Level One, he may, within five (5) days after receipt of such response, file his written

grievance with the Superintendent and request a meeting to discuss the grievance.

The meeting with the Superintendent shall be within five (5) days after the request is received by the Superintendent. The meeting shall be conducted in the manner provided for in Level One. Within five (5) days after the meeting, the Superintendent shall provide the grievant with a written response stating his position and recommendation for the resolution of the grievance. Copies shall be provided pursuant to paragraph D-15 above.

3. Level Three: If the grievant is not satisfied with the suggestion for the resolution of the grievance received in Level Two, he may, within five (5) days after receipt of the written response of the Superintendent, proceed as follows:

- a. When the grievance as defined in Paragraph C above is not resolved at Level Two, the grievant may, with the consent of the Association, submit a written notification to the Board that the grievance is being submitted to arbitration. The arbitrator shall have the authority to decide only a matter involving a grievance as defined in Paragraph C hereof. The arbitrator shall not have jurisdiction or authority to add to, subtract from, or alter in any way the provisions of any agreement negotiated between the Board and the Association, and shall be specifically prohibited from making any decision which is inconsistent with the terms of the Negotiated Agreement between North Canton Classified Personnel Association and the Board of Education of North Canton City School District.
- b. Robert Stein shall be the permanent arbitrator for the parties. If he is unwilling or unable to serve, the arbitrator shall be appointed by mutual consent of the parties. If the parties are unable to agree, selection shall be made from a list of seven names prepared and submitted by the American Arbitration Association in

accordance with its Voluntary Rules in effect on the date hereof.

- c. The arbitrator shall hold the necessary hearings and shall issue his decision in writing within thirty (30) days of the conclusion of such hearings. The decision of such arbitrator shall be final and binding upon both parties. Copies of the findings of fact and the recommendations shall be delivered to the grievant and the Superintendent, as provided in and pursuant to Paragraph D-15 above.
 - d. Each party shall bear the full costs of its representation in the arbitration. The costs of the arbitration shall be shared equally by the Board and the Association.
4. In the event the Superintendent is unavailable, his designee shall act in all matters provided for in this article.

ARTICLE VIII - HIRING/REHIRING OF RETIREES

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

- 1. The individual shall be issued one year limited contracts which shall automatically expire and, as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.
- 2. Neither 3319.081, 3319.083 ORC nor provisions of the collective bargaining agreement regarding non-renewal shall apply.
- 3. The Board, at its sole discretion, may offer insurance benefits.
- 4. The following Articles shall not apply:
 - Article V Due Process
 - Article VI Evaluation
 - Article XVIII Reduction in Force
 - Article XXIII Severance Pay
 - Article XXVII Vacancies, Transfers & Promotions

5. The employee will be notified prior to retirement if the district intends to make a re-hire offer.

ARTICLE IX - HOLIDAYS

All classified employees, whether salaried or compensated on an hourly basis, are entitled to the following holidays for which they shall be paid their regular salaries or rates of pay. Twelve-month employees: New Year's and one (1) day before New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas, one (1) day before Christmas, President's Day, and Good Friday. Less than twelve-month employees: New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving, Christmas, President's Day, and Good Friday.

In the event that a paid holiday falls within a vacation period, the holiday can be added to the vacation period or be taken at a later date, provided prior approval has been granted by the responsible principal or other administrator and approved by the Superintendent.

If Christmas, New Year's Day or Independence Day occurs on a Saturday and if the Friday before such holiday is not a day of classes, the Friday preceding such holiday shall not be a work day for those persons who would be otherwise scheduled to work. This policy shall have no effect on other holidays or on employees not scheduled to work on those days.

Any employee who is required to work on a scheduled holiday shall receive one and one-half (1 1/2) times his or her regular rate of pay for each hour actually worked, in addition to the regular holiday pay.

ARTICLE X - INSURANCE

- A.
 1. In order to be eligible for insurance, an employee must be contracted for at least twenty-five (25) hours per week.
 2. The Board will grandfather the drivers/bus monitors who will drop below 30 hours due to the reorganization occurring in 2012-2013.
 3. The drivers/aide may choose one of the following, effective July 1, 2012:

The Board plan with the 50% premium payment

-or-

the County Sub/driver medical plan with a 10% premium payment based on the Board's COG premium.

4. Employees hired on or after April 1, 1992, and who, by November 1 of any given year, are working 25-29 hours per week and who have been employed in the district ten or more years may purchase health care benefits with fifty percent (50%) of the premium being paid by the Board and fifty percent (50%) being paid by the employee.
 5. An employee who is paying less than 50% of the premium for insurance shall be grandfathered at the percentage in effect during the 2000-01 school year.
- B. The Board shall pay ninety (90%) of the cost of single and family insurance coverage for employees who, by November 1 of any given year, are working 30 hours or more per week, unless otherwise modified by Section A.
 - C. Employees may not be paid cash in lieu of insurance benefits.
 - D. If both husband and wife work in the district and have no dependents, only two single plans (health, dental, vision) will be provided. If the employees have dependents, only one family plan (health, dental, vision) will be provided.

Coverage Overview: See Plan Booklet for more detailed coverage Information

Medical

- A. The Board will pay 90% of the premium and the employee will pay 10% for full-time employees.
- B. Stark County Schools Council
The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the

Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications

C. Preferred Provider - Doctors/Hospitals

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

D. Preferred Provider - Prescription Drugs

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

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

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

G. Early Retirement Incentive

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

H. Specifications - PPO:

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid. Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

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

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

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

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

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

In order to participate in the hospital, surgical, and major medical plan, classified personnel must pay a one-time, non-refundable enrollment fee in the amount of \$70.

Life Insurance

The Board will provide term life and accidental death and dismemberment coverage in the amount of \$30,000 for those employed 25-29 hours per week.

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for each employee (30 hours or more). The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$20,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

Dental Insurance

The Board shall provide dental coverage and pay 90% of the premium.

Plan description (summary only):

- | | | |
|----|--|--|
| 1) | Maximum benefits/covered person:
Class I, II or III | \$2,500/person per year. |
| 2) | Deductible-Ind. | \$25 per year |
| 3) | Deductible-Family | \$75 per year |
| 4) | Co-insurance Amounts | |
| | a) Class I - Prevention | 100% of Usual & Customary
(no deductible) |
| | b) Class II - Basic | 80% of Usual & Customary |
| | c) Class III - Major | 80% of Usual & Customary |
| | d) Class IV - Orthodontia | 60% of Usual & Customary |
| | Lifetime maximum
Orthodontia | \$1200/per individual |

Section 125-Tax Shelter

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

Vision

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The Board shall pay 90% of the premium.

Specifications

- 1) Eye examinations - One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.

- 2) Lenses - One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

	<u>Per Lens</u>	<u>Per Pair</u>
Single Vision	\$ 20	\$ 40
Bifocals	\$ 30	\$ 60
Trifocals	\$ 40	\$ 80
Lenticular	\$100	\$200
Contact lenses (cosmetic)	\$ 35	\$ 70
Contact lenses (medically necessary)	\$200	\$400

NOTE: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

- 3) The allowance for medically necessary contact lenses will be paid only if:
- a) The lenses are necessary following cataract surgery;
 - b) Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;
 - c) The lenses are necessary for the treatment of anisometropia or keratoconus.
- 4) Frames - One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

- 1) Services for which vision care coverage does not provide benefits include:
- a) Sunglasses, whether or not requiring a prescription

- b) Drugs or medications
 - c) Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
 - d) Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
 - e) Orthoptics or vision training
 - f) Aniseikonic lenses
 - g) Coated lenses
- 2) Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
 - 3) Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

Miscellaneous

- 1) Routine Physical Exams

The Board will allocate a \$10,000 fund per school year for all district employees to reimburse for one routine physical examination per year, per insured with a \$200 maximum per insured and a \$400 maximum per family.

Application for reimbursement shall be submitted by June 30th. If the total amounts submitted exceed the amount of the fund, employees shall be reimbursed at a lesser amount, equally divided among all district employees who have applied.
- 2) If it is practical to hire a full-time employee, this provision shall not be used to avoid qualification for fringe benefits.

- 3) If a contributing employee voluntarily accepts a job with reduced hours, then the employee's contribution shall be calculated as per A.2 or B of this Article, whichever is applicable.
- 4) If both husband and wife work in the district and have no dependents, only two single plans (health, dental, vision) will be provided. If the employees have dependents, only one family plan (health, dental, vision) will be provided.
- 5) The Board shall have the exclusive right to select the carrier and, at its sole discretion, to change the carrier from time to time as long as the coverage is not less in amount and no more restrictive than as herein provided.

ARTICLE XI - LABOR-MANAGEMENT COMMITTEE

A Labor/Management Committee will be maintained with representatives from the NCCPA and the Administration. The purpose of the Committee is to discuss areas of concern brought by either or both parties.

ARTICLE XII - LEAVES

A. Assault Leave

Assault leave with pay shall be granted to members of the negotiating unit who are unable to perform their contract duties because of injury caused by assault on said member while he is performing his contract duties. All such leaves shall be subject to the following provisions:

1. Requests for such leave shall be made in writing to the Superintendent not later than three (3) school days following the assault. In cases of disabling injuries, the Superintendent shall extend the time for filing the application.
2. After three (3) days' absence, the employee shall be required to provide a physician's statement describing the nature of the disability and the length of time it will render him unable to perform his contract duties.
3. Paid assault leave shall be limited to forty-five (45) school days per year. If the disability still exists, the

victim of the assault may petition the Board to extend the paid assault leave.

4. The employee shall be maintained on full pay status with fringe benefits during the period of assault leave.
5. Assault leave shall not be charged to sick leave or any other leave.

B. Child Care

A classified employee who is the parent of a child needing care may request and shall be granted a child care leave of absence without pay or benefits on the conditions set forth below:

1. The child care leave of absence shall be for the remainder of the current contract year (July-June) in which the birth of a child takes place unless such leave is terminated as hereinafter provided.
2. The leave shall be extended for one additional contract year upon request of the individual to the Board, made not later than sixty (60) days preceding the year for which such leave is requested.
3. When the individual desires to terminate such leave, application for reinstatement may be made by said individual at any time during the contract year but not later than June 1 and the employee shall be reinstated at the beginning of the next contract year.
4. Upon return from child care leave, the individual shall be entitled to reinstatement to the same position with the same contractual status which was held prior to the leave, or, if that position is no longer available, to a similar position for which the individual (within the same classification) is qualified. If said leave is extended, the same provision shall apply.
5. An individual on child care leave may continue to participate in those benefits which are provided to other classified employees by payment of the group rate for such benefits in accordance with the directions of the Board.

6. An individual who is adopting a child shall be entitled to an unpaid leave under this section. The leave shall be for the remainder of the contract year (July-June) in which the child is placed in the individual's home for adoption. No leave shall be granted if the child is more than five and one-half (5 1/2) years old. The leave shall be extended for one additional school year upon request of the individual to the Board, made not later than sixty (60) days preceding the year for which such leave is requested.

C. Extended Illness

Each full-time regular employee of the Board who exhausts his or her sick leave, and who requests an unpaid disability leave of absence and who furnishes:

1. his or her written request for such leave of absence by reason of a disability which must be specified in the request, and
2. the written statement of his or her physician certifying that the applicant is unable to return to work because of the disability,

Shall be granted an unpaid disability leave of absence extending at the option of the Board to the date the disability terminates or to the end of the contract year (July-June). Said leave of absence shall be continued through the last day of the contract year (July-June) ending nearest to the first anniversary of the commencement of the leave of absence.

D. Family Medical Leave

1. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA and the approval of any such leave under this Article will serve as district notification of FMLA act enforcement with both leaves commencing simultaneously.
2. Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.

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

E. Jury Duty

Bargaining unit member(s) subpoenaed in a court proceeding that is job related (not Association related) shall receive his/her regular rate of pay

F. Sick Leave

Each full-time employee of the Board shall be credited with sick leave at the rate of one and one-fourth (1 1/4) days per month, fifteen (15) days per year, in accordance with Section 3319.14.1, Ohio Revised Code.

The maximum number of sick leave days which may be accumulated shall be three hundred eight (308) for 2005-06, three hundred twelve (312) for 2006-07, three hundred sixteen (316) for 2007-08, three hundred twenty (320) 2008-09, and three hundred twenty-four (324) for 2009-10.

1. Sick leave may be used for:

- a. Personal illness, injury, exposure to contagious diseases which could be communicated to other employees or students, and pregnancy.
- b. Illness or injury of employee's child, parents, parents-in-law, or one who has served in lieu of parents, spouse, daughter-in-law, son-in-law, grandchildren, or dependent member of employee's household.
- c. Death of employee's parents, parents-in-law (or one who has served in lieu of parent), spouse, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, or dependent member of employee's household.
- d. Employees who render short-hour, seasonal, intermittent, per diem or hourly service shall be

entitled to sick leave for the time actually worked at the same rate granted full-time employees.

2. Use of sick leave shall be governed by the following regulation:

A written statement signed by the employee on forms prescribed by the Board indicating the cause of absence shall be filed with the Superintendent of Schools. If medical attention was required, the statement shall list the name and address of the attending physician and the dates when he was consulted.

Sick leave may be used in full days or one-fourth (1/4), one-half (1/2), or three-fourths (3/4) day segments.

Regulations for acquiring sick leave:

- a. Classified personnel are automatically credited with five (5) days sick leave at the beginning of employment; no additional sick leave days will be granted with pay until after the fourth month of employment, when it begins to accumulate at the rate of one and one-fourth (1 1/4) days per month.
 - b. Questions concerning sick leave should be checked first with the principal. Any unanswered questions should be referred to the Superintendent.
- G. If an employee is directed by a supervisor to accompany another employee to court as a result of the other employee's employment with the district, the employee directed to attend shall be paid at the regular rate of pay.
- H. Absence Report
- The absence report form attached hereto is adopted for use in the school district.

CONFIDENTIAL

NORTH CANTON CITY SCHOOLS ABSENCE REPORT

To: Superintendent of Schools

It was necessary for me to be absent _____
for the following reason:

Personal Illness: _____

Illness in family: _____

Note relationship: _____

Member of family lives in my home: Yes _____ No _____

Death: (Note relationship) _____

Other reason: _____

Total: (Days or portion of days [1/4, 1/2, 3/4]) _____

I _____ receive medical attention.
(did or did not)

If medical attention was received, the name and address of attending
physician(s) was(were):

and _____ was consulted on the following dates:
(he or she)

Administrator's
Initials _____

Signed _____
(Name of absentee)

Approved _____
Disapproved _____

Date _____

Superintendent's signature

I. Unpaid Leave of Absence

An employee may request and may be granted an unpaid leave of absence for up to one (1) year for illness of a dependent member of the employee's family after sick leave has been exhausted.

J. Special Leave

It is agreed that special leave days shall not be used for rest, recreation, nor seeking or engaging in gainful employment, nor travel associated with these activities. No more than two (2) employees, or 10% of the building, transportation, or maintenance staff, whichever is greater, shall be absent on special leave on the same day. Special circumstances may be considered by the Superintendent for waiving the restriction on the number of staff members who may be absent on the same day.

No later than forty-eight (48) hours prior to taking special leave, the member shall announce his intent to the building principal or other administrator on the form provided for special leave. In the event of an emergency, the forty-eight (48) hour requirement shall be waived; notice of intended absence shall be given to the appropriate administrator as early as it is practical.

1. Each member of the bargaining unit shall be entitled to three (3) days of special leave each school year, with pay, to conduct personal business which cannot be attended to except during the employee's regular workday.
2. A maximum of three (3) days special leave per school year may be granted to employees. Special leave may be used on either a quarter (1/4), one-half (1/2) or full day basis.
3. The misuse of special leave by an employee shall be grounds for disciplinary action.
4. A member who requests Special Leave the day prior to or the day after in-service or staff meeting, holiday, vacation day or the day of a professional growth workshop or meeting must make the request in writing with the reasons to the Superintendent. Such requests

shall be granted provided the reasons are for good cause.

5. A payment shall be made in any year when an individual does not use any of the three (3) special leave days:

\$200	30 or more hours
\$150	20-29 hours
\$100	less than 20 hours

K. The Superintendent, in his sole discretion, may grant additional paid or unpaid leave.

ARTICLE XIII - PAY DAYS

- A. All pay for contracted employees whose earnings are based on an annual salary shall be paid in twenty-six (26) equal payments over a twelve-month period. All pay for employees whose pay is calculated on an hourly basis shall be paid in twenty-six payments over a twelve-month period. If an employee is contracted to work 30 hours or less per week, exclusive of supplemental hours, the employee may opt to receive their pay in 21 payments. Current employees must give four (4) weeks notice. New hires must give notice upon employment.
- B. When pay day falls on a holiday, the preceding day shall be payday.
- C. Newly hired employees must have paychecks deposited directly into the bank of their choice by electronic transfer, on or before the date of payday. Current employees may voluntarily have direct deposit.
- D. Each employee will be provided a paycheck stub or its equivalent.

ARTICLE XIV - PAYROLL DEDUCTIONS

- A. The Board shall make payroll deductions for tax-sheltered annuities in accordance with O.R.C. sections 9.90 and 9.91 if so authorized by the employee in writing. If annuity deductions are authorized, the employee shall have the sole responsibility for ensuring that the amounts deducted do not exceed the limits imposed by the Internal Revenue Code.
- B. In order to have payroll deduction of annuities, the bargaining unit member must execute a release which holds the Board harmless for any and all errors arising out of such annuity deductions which are made in accordance with instructions given by the member.
- C. If SERS regulations allow, any member of the bargaining unit who desires payroll deduction for the purchasing of credit for SERS must do so with pre-tax dollars in accordance with rules and regulations established by the SERS.

ARTICLE XV - PERSONNEL FILE

A. Definition

The Board shall maintain only one (1) official file on each employee. This shall be the employee's personnel file, on which all employment decisions will be based. This file will be the sole documentation used as the basis for employment decisions.

B. An employee shall have the right to review the contents of that employee's personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review.

C. Placement of Material in File

A copy of any evaluative material to be placed in the employee's personnel file shall be given to the employee. The employee shall acknowledge receipt of the copy and shall have the opportunity to comment on it in writing. Such acknowledgment and comment shall be attached to said item. The employee's signature merely signifies that the employee has been shown the material and does not necessarily indicate agreement with its contents.

D. An employee shall have the right to file an answer to any derogatory material which is included in that employee's personnel file and such answer shall be attached to the file copy.

E. Nothing in this section shall preclude an employee from exercising his/her rights under chapter 1347 R.C.

F. The employee's personnel file shall be maintained in the district office.

G. An employee shall have the right to petition the Superintendent of Schools to ask that letter(s) of reprimand and/or disciplinary and like materials be removed from the file, if a three (3) year period has lapsed from the time the item was placed in the file and if no additional letter(s) and/or disciplinary materials have been placed in the file.

The final decision to remove any material from the personnel file will be made by the Superintendent of Schools.

ARTICLE XVI - PRINTING OF CONTRACT

Within thirty (30) days after this contract is signed, two hundred forty (240) booklet-size copies of this contract shall be reproduced by the Board with the costs to be paid by the Board. The Board shall receive sixty (60) copies.

ARTICLE XVII – PRIVATIZATION

- A. The Board may not privatize (sub-contract) any bargaining unit work if: It would result in the lay-off or elimination of current bargaining unit employees; would result in the elimination of an entire classification or would reduce an employee's current salary.
- B. Any violation, misinterpretation and/or misapplication of this Agreement shall be submitted to final and binding arbitration under the provisions of Article VII – E. 3 (Grievance Procedure) of the Negotiated Agreement.

ARTICLE XVIII - REDUCTION, LAY-OFF, RECALL

- A. Employees may be laid off:
 - 1. As a result of a lack of funds. A lack of funds means there is a current deficiency of funding which will not allow the maintenance of current levels of staffing.
 - 2. As a result of a lack of work. A lack of work means a current temporary decrease in the workload expected to last less than one year which requires the reduction of current levels of staffing.
 - 3. As a result of abolishment of position. Abolishment means the permanent deletion of position(s) from the district due to a lack of continued need for the position.
- B. The Board will supply the Association with rationale and supporting documentation for A.1, 2, 3 above at least forty-five (45) calendar days prior to the lay-offs.
- C. No bargaining unit member shall be laid off unless said bargaining unit member shall have been notified of said layoff at

least forty-five (45) calendar days prior to the effective date of layoff. In the event of a necessary reduction in work force, the Board shall identify the specific position(s) to be eliminated due to reduction in work force. Bargaining unit members who have been affected by a layoff/elimination of position shall have the right to assume a position in their classification(s) which is held by the least senior bargaining unit member. In no case shall a new employee be employed by the Board while there are laid off bargaining unit members who are qualified for a vacant or newly-created position.

- D. A laid off bargaining unit member shall, upon application and at his/her option, be granted seniority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their insurance benefits for one year from the date of layoff by paying the regular monthly group rate premium for such benefits to the Board. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position in their classification. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Board notified as to his/her current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work provided the bargaining unit member reports within the five (5) day period. Bargaining unit members recalled to full-time work are obligated to take said work. A bargaining unit member who declines recall to full-time work shall forfeit his/her seniority rights. A laid off employee shall be maintained on the recall list for two (2) years from the first day the employee would have worked if a layoff had not occurred.
- E. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day in each classification. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall

be determined by drawing lots. Time on layoff does not interrupt continuous service but does not count towards seniority.

- F. For the purpose of this provision, all bargaining unit members shall be placed on the following classifications based on their current and prior classification. Part-time bargaining unit members shall be listed separately utilizing the parameters indicated for each classification:
1. Maintenance - Part-time is 20 hours per week or less.
 2. Custodial - Part-time is 20 hours per week or less.
 3. Secretarial - Part-time is 20 hours per week or less.
 4. Cafeteria - Part-time is 20 hours per week or less.
 5. Aide/Monitor - Part-time is 19 hours per week or less.
 6. Bus Driver - Part-time is 9 hours per week or less.
 7. Crossing Guard - No part-time list
 8. Classified Librarian - Part-time is 19 hours per week or less.
 9. Mechanics - Part-time is 20 hours per week or less.
- G. A full-time bargaining unit member affected by a layoff/elimination of position who has seniority as a part-time employee may, at his/her option, displace the least senior part-time employee in his/her prior classification.
- H. When possible, part-time positions in a given classification must be eliminated before full-time positions.
- I. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.

For the purpose of Reduction in Personnel, Layoff and Recall, a bargaining unit member working in more than one classification shall be deemed to be assigned to all appropriate classifications.

- J. The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within sixty (60) workdays after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- K. Building seniority shall be defined as the length of continuous service by an employee in a particular building as computed from the first day of work in such building.
- L. When a bargaining unit member returns from an unpaid leave of absence or layoff, he/she shall be credited with all seniority rights accrued prior to the commencement of the leave or layoff.
- M. A Head Cook can bump a cook, but a cook cannot bump a Head Cook. A Head Custodian can bump a custodian, but a custodian cannot bump a Head Custodian.
- N. A Head Cook would bump the least senior Head Cook. If there is no Head Cook with less seniority than the Head Cook whose position is to be eliminated, then the Head Cook could bump the least senior cook. The same procedure applies to Head Custodians whose positions are eliminated.
- O. A clerical aide may not displace a secretarial position but a secretary may displace the least senior clerical aide.

ARTICLE XIX - REIMBURSEMENT: JOB RELATED TRAVEL

Automobile mileage allowance for job-related travel required of classified personnel will be paid to employees based on the current IRS rate.

The approved point of departure will be the building to which the classified employee is assigned or his/her residence, whichever begins the shorter travel distance. Reimbursement will be approved for the shortest practical distance.

Such reimbursement will be approved only for classified employees whose assignments necessitate use of their automobiles for job-related travel.

Travel reports and reimbursement claims are to be submitted, on forms provided, after the end of each month, except from classified personnel whose claims total less than \$10.00. Such claims may be accumulated and submitted quarterly: March 15, June 15, September 15, and December 15.

**ARTICLE XX - SALARY
NORTH CANTON CLASSIFIED SALARY SCHEDULE**

• The base increase for 2012-2013 is 0%, and there will be no step movement

• Salary adjustments for 2013-2014 and 2014-2015 to be the same as NCEA

SECRETARY

12 Months/260 Days/2080 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	31,796	32,431.92	33,404.88
1	1.03	32,750	33,405.00	34,407.15
2	1.06	33,704	34,378.08	35,409.42
3	1.09	34,658	35,351.16	36,411.69
4	1.12	35,612	36,324.24	37,413.97
5	1.15	36,565	37,296.30	38,415.19
8	1.17	37,201	37,945.02	39,083.37
10	1.19	37,837	38,593.74	39,751.55
12	1.21	38,473	39,242.46	40,419.73
14	1.23	39,109	39,891.18	41,087.92
16	1.25	39,745	40,539.90	41,756.10
20	1.27	40,381	41,188.62	42,424.28
25	1.30	41,335	42,161.70	43,426.55

SECRETARY

10.5 Months/221 Days/1768 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	27,026	27,566.52	28,393.52
1	1.03	27,837	28,393.74	29,245.55
2	1.06	28,648	29,220.96	30,097.59
3	1.09	29,458	30,047.16	30,948.57
4	1.12	30,269	30,874.38	31,800.61
5	1.15	31,080	31,701.60	32,652.65
8	1.17	31,620	32,252.40	33,219.97
10	1.19	32,161	32,804.22	33,788.35
12	1.21	32,701	33,355.02	34,355.67
14	1.23	33,242	33,906.84	34,924.05
16	1.25	33,783	34,458.66	35,492.42
20	1.27	34,323	35,009.46	36,059.74
25	1.30	35,134	35,836.68	36,911.78

SECRETARY

10 Months/211 Days/1582.5 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	24,185	24,668.70	25,408.76
1	1.03	24,911	25,409.22	26,171.50
2	1.06	25,636	26,148.72	26,933.18
3	1.09	26,362	26,889.24	27,695.92
4	1.12	27,087	27,628.74	28,457.60
5	1.15	27,813	28,369.26	29,220.34
8	1.17	28,296	28,861.92	29,727.78
10	1.19	28,780	29,355.60	30,236.27
12	1.21	29,264	29,849.28	30,744.76
14	1.23	29,748	30,342.96	31,253.25
16	1.25	30,231	30,835.62	31,760.69
20	1.27	30,715	31,329.30	32,269.18
25	1.30	31,441	32,069.82	33,031.91

SECRETARY

9.5 Months/193 Days/1447.5 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	22,123	22,565.46	23,242.42
1	1.03	22,787	23,242.74	23,940.02
2	1.06	23,450	23,919.00	24,636.57
3	1.09	24,114	24,596.28	25,334.17
4	1.12	24,778	25,273.56	26,031.77
5	1.15	25,441	25,949.82	26,728.31
8	1.17	25,884	26,401.68	27,193.73
10	1.19	26,326	26,852.52	27,658.10
12	1.21	26,769	27,304.38	28,123.51
14	1.23	27,211	27,755.22	28,587.88
16	1.25	27,654	28,207.08	29,053.29
20	1.27	28,096	28,657.92	29,517.66
25	1.30	28,760	29,335.20	30,215.26

CLASSIFIED LIBRARIAN

9.5 Months/193 Days/1447.5 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	22,123	22,565.46	23,242.42
1	1.03	22,787	23,242.74	23,940.02
2	1.06	23,450	23,919.00	24,636.57
3	1.09	24,114	24,596.28	25,334.17
4	1.12	24,778	25,273.56	26,031.77
5	1.15	25,441	25,949.82	26,728.31
8	1.17	25,884	26,401.68	27,193.73
10	1.19	26,326	26,852.52	27,658.10
12	1.21	26,769	27,304.38	28,123.51
14	1.23	27,211	27,755.22	28,587.88
16	1.25	27,654	28,207.08	29,053.29
20	1.27	28,096	28,657.92	29,517.66
25	1.30	28,760	29,335.20	30,215.26

CUSTODIAN

12 Months/260 Days/2080 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	31,798	32,433.96	33,406.98
1	1.03	32,752	33,407.04	34,409.25
2	1.06	33,706	34,380.12	35,411.52
3	1.09	34,660	35,353.20	36,413.80
4	1.12	35,614	36,326.28	37,416.07
5	1.15	36,568	37,299.36	38,418.34
8	1.17	37,204	37,948.08	39,086.52
10	1.19	37,840	38,596.80	39,754.70
12	1.21	38,476	39,245.52	40,422.89
14	1.23	39,112	39,894.24	41,091.07
16	1.25	39,748	40,542.96	41,759.25
20	1.27	40,383	41,190.66	42,426.38
25	1.30	41,337	42,163.74	43,428.65

MAINTENANCE

12 Months/260 Days/2080 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	34,158	34,841.16	35,886.39
1	1.03	35,183	35,886.66	36,963.26
2	1.06	36,207	36,931.14	38,039.07
3	1.09	37,232	37,976.64	39,115.94
4	1.12	38,257	39,022.14	40,192.80
5	1.15	39,282	40,067.64	41,269.67
8	1.17	39,965	40,764.30	41,987.23
10	1.19	40,648	41,460.96	42,704.79
12	1.21	41,331	42,157.62	43,422.35
14	1.23	42,014	42,854.28	44,139.91
16	1.25	42,698	43,551.96	44,858.52
20	1.27	43,381	44,248.62	45,576.08
25	1.30	44,405	45,293.10	46,651.89

HEAD CUSTODIAN - HS
 12 Months/260 Days/2080 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	34,158	34,841.16	35,886.39
1	1.03	35,183	35,886.66	36,963.26
2	1.06	36,207	36,931.14	38,039.07
3	1.09	37,232	37,976.64	39,115.94
4	1.12	38,257	39,022.14	40,192.80
5	1.15	39,282	40,067.64	41,269.67
8	1.17	39,965	40,764.30	41,987.23
10	1.19	40,648	41,460.96	42,704.79
12	1.21	41,331	42,157.62	43,422.35
14	1.23	42,014	42,854.28	44,139.91
16	1.25	42,698	43,551.96	44,858.52
20	1.27	43,381	44,248.62	45,576.08
25	1.30	44,405	45,293.10	46,651.89

HEAD CUSTODIAN - MS
 12 Months/260 Days/2080 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	34,158	34,841.16	35,886.39
1	1.03	35,183	35,886.66	36,963.26
2	1.06	36,207	36,931.14	38,039.07
3	1.09	37,232	37,976.64	39,115.94
4	1.12	38,257	39,022.14	40,192.80
5	1.15	39,282	40,067.64	41,269.67
8	1.17	39,965	40,764.30	41,987.23
10	1.19	40,648	41,460.96	42,704.79
12	1.21	41,331	42,157.62	43,422.35
14	1.23	42,014	42,854.28	44,139.91
16	1.25	42,698	43,551.96	44,858.52
20	1.27	43,381	44,248.62	45,576.08
25	1.30	44,405	45,293.10	46,651.89

HEAD CUSTODIAN - ELEMENTARY

12 Months/260 Days/2080 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	33,257	33,922.14	34,939.80
1	1.03	34,255	34,940.10	35,988.30
2	1.06	35,252	35,957.04	37,035.75
3	1.09	36,250	36,975.00	38,084.25
4	1.12	37,248	37,992.96	39,132.75
5	1.15	38,246	39,010.92	40,181.25
8	1.17	38,911	39,689.22	40,879.90
10	1.19	39,576	40,367.52	41,578.55
12	1.21	40,241	41,045.82	42,277.19
14	1.23	40,906	41,724.12	42,975.84
16	1.25	41,571	42,402.42	43,674.49
20	1.27	42,236	43,080.72	44,373.14
25	1.30	43,234	44,098.68	45,421.64

CUSTODIAN (Part time)

9.5 Months/193 Days/1554 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	15.30	15.61	16.07
1	1.03	15.76	16.08	16.56
2	1.06	16.22	16.54	17.04
3	1.09	16.68	17.01	17.52
4	1.12	17.14	17.48	18.01
5	1.15	17.60	17.95	18.49
8	1.17	17.90	18.26	18.81
10	1.19	18.21	18.57	19.13
12	1.21	18.51	18.88	19.45
14	1.23	18.82	19.20	19.77
16	1.25	19.13	19.51	20.10
20	1.27	19.43	19.82	20.41
25	1.30	19.89	20.29	20.90

SECURITY MONITOR (Part Time)

9.5 Months/193 Days/1554 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	15.30	15.61	16.07
1	1.03	15.76	16.08	16.56
2	1.06	16.22	16.54	17.04
3	1.09	16.68	17.01	17.52
4	1.12	17.14	17.48	18.01
5	1.15	17.60	17.95	18.49
8	1.17	17.90	18.26	18.81
10	1.19	18.21	18.57	19.13
12	1.21	18.51	18.88	19.45
14	1.23	18.82	19.20	19.77
16	1.25	19.13	19.51	20.10
20	1.27	19.43	19.82	20.41
25	1.30	19.89	20.29	20.90

HEAD COOK - HS

9.5 Months/192 Days/1152 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	15,646	15,958.92	16,437.69
1	1.03	16,115	16,437.30	16,930.42
2	1.06	16,585	16,916.70	17,424.20
3	1.09	17,054	17,395.08	17,916.93
6	1.11	17,367	17,714.34	18,245.77
8	1.13	17,680	18,033.60	18,574.61
10	1.15	17,993	18,352.86	18,903.45
12	1.17	18,306	18,672.12	19,232.28
14	1.19	18,619	18,991.38	19,561.12
16	1.21	18,932	19,310.64	19,889.96
20	1.23	19,245	19,629.90	20,218.80
25	1.26	19,714	20,108.28	20,711.53

HEAD COOK - MS

9.5 Months/192 Days/1152 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	15,646	15,958.92	16,437.69
1	1.03	16,115	16,437.30	16,930.42
2	1.06	16,585	16,916.70	17,424.20
3	1.09	17,054	17,395.08	17,916.93
6	1.11	17,367	17,714.34	18,245.77
8	1.13	17,680	18,033.60	18,574.61
10	1.15	17,993	18,352.86	18,903.45
12	1.17	18,306	18,672.12	19,232.28
14	1.19	18,619	18,991.38	19,561.12
16	1.21	18,932	19,310.64	19,889.96
20	1.23	19,245	19,629.90	20,218.80
25	1.26	19,714	20,108.28	20,711.53

HEAD COOK - ELEMENTARY

9.5 Months/192 Days/1152 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	14,796	15,091.92	15,544.68
1	1.03	15,240	15,544.80	16,011.14
2	1.06	15,684	15,997.68	16,477.61
3	1.09	16,128	16,450.56	16,944.08
6	1.11	16,424	16,752.48	17,255.05
8	1.13	16,719	17,053.38	17,564.98
10	1.15	17,015	17,355.30	17,875.96
12	1.17	17,311	17,657.22	18,186.94
14	1.19	17,607	17,959.14	18,497.91
16	1.21	17,903	18,261.06	18,808.89
20	1.23	18,199	18,562.98	19,119.87
25	1.26	18,643	19,015.86	19,586.34

COOK

9.5 Months/192 Days/1152 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	12,982	13,241.64	13,638.89
1	1.03	13,371	13,638.42	14,047.57
2	1.06	13,761	14,036.22	14,457.31
3	1.09	14,150	14,433.00	14,865.99
6	1.11	14,410	14,698.20	15,139.15
8	1.13	14,670	14,963.40	15,412.30
10	1.15	14,929	15,227.58	15,684.41
11	1.17	15,189	15,492.78	15,957.56
12	1.19	15,449	15,757.98	16,230.72
13	1.21	15,708	16,022.16	16,502.82
14	1.23	15,968	16,287.36	16,775.98
15	1.25	16,228	16,552.56	17,049.14
16	1.27	16,487	16,816.74	17,321.24
18	1.29	16,747	17,081.94	17,594.40
19	1.31	17,006	17,346.12	17,866.50
20	1.33	17,266	17,611.32	18,139.66
25	1.36	17,656	18,009.12	18,549.39

BUS DRIVER

190 Days/4 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	13,193	13,456.86	13,860.57
1	1.03	13,589	13,860.78	14,276.60
2	1.06	13,985	14,264.70	14,692.64
3	1.09	14,380	14,667.60	15,107.63
6	1.11	14,644	14,936.88	15,384.99
8	1.13	14,908	15,206.16	15,662.34
10	1.15	15,172	15,475.44	15,939.70
12	1.17	15,436	15,744.72	16,217.06
14	1.19	15,700	16,014.00	16,494.42
16	1.19	15,700	16,014.00	16,494.42
20	1.21	15,964	16,283.28	16,771.78
25	1.24	16,359	16,686.18	17,186.77

BUS DRIVER
190 Days/5 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	16,492	16,821.84	17,326.50
1	1.03	16,987	17,326.74	17,846.54
2	1.06	17,482	17,831.64	18,366.59
3	1.09	17,976	18,335.52	18,885.59
6	1.11	18,306	18,672.12	19,232.28
8	1.13	18,636	19,008.72	19,578.98
10	1.15	18,966	19,345.32	19,925.68
12	1.17	19,296	19,681.92	20,272.38
14	1.19	19,625	20,017.50	20,618.03
16	1.19	19,625	20,017.50	20,618.03
20	1.21	19,955	20,354.10	20,964.72
25	1.24	20,450	20,859.00	21,484.77

BUS DRIVER
190 Days/8 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	26,386	26,913.72	27,721.13
1	1.03	27,178	27,721.56	28,553.21
2	1.06	27,969	28,528.38	29,384.23
3	1.09	28,761	29,336.22	30,216.31
6	1.11	29,288	29,873.76	30,769.97
8	1.13	29,816	30,412.32	31,324.69
10	1.15	30,344	30,950.88	31,879.41
12	1.17	30,872	31,489.44	32,434.12
14	1.19	31,399	32,026.98	32,987.79
16	1.19	31,399	32,026.98	32,987.79
20	1.21	31,927	32,565.54	33,542.51
25	1.24	32,719	33,373.38	34,374.58

MECHANIC

12 Months/260 Days/2080 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	36,750	37,485.00	38,609.55
1	1.03	37,853	38,610.06	39,768.36
2	1.06	38,955	39,734.10	40,926.12
3	1.09	40,058	40,859.16	42,084.93
6	1.11	40,793	41,608.86	42,857.13
8	1.13	41,528	42,358.56	43,629.32
10	1.15	42,263	43,108.26	44,401.51
12	1.17	42,998	43,857.96	45,173.70
14	1.19	43,733	44,607.66	45,945.89
16	1.19	43,733	44,607.66	45,945.89
20	1.21	44,468	45,357.36	46,718.08
25	1.24	45,570	46,481.40	47,875.84

ASSISTANT MECHANIC

12 Months/260 Days/2080 Hours

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	35,943	36,661.86	37,761.72
1	1.03	37,021	37,761.42	38,894.26
2	1.06	38,100	38,862.00	40,027.86
3	1.09	39,178	39,961.56	41,160.41
6	1.11	39,897	40,694.94	41,915.79
8	1.13	40,616	41,428.32	42,671.17
10	1.15	41,334	42,160.68	43,425.50
12	1.17	42,053	42,894.06	44,180.88
14	1.19	42,772	43,627.44	44,936.26
16	1.19	42,772	43,627.44	44,936.26
20	1.21	43,491	44,360.82	45,691.64
25	1.24	44,569	45,460.38	46,824.19

CLERICAL AIDE
186/188 Days

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	11.05	11.27	11.61
1	1.04	11.49	11.72	12.07
2	1.06	11.71	11.94	12.30
3	1.08	11.93	12.17	12.53
4	1.08	11.93	12.17	12.53
5	1.08	11.93	12.17	12.53
8	1.08	11.93	12.17	12.53
10	1.10	12.16	12.40	12.78

**EDUCATIONAL
ASSISTANT**
186/188 Days

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	11.05	11.27	11.61
1	1.04	11.49	11.72	12.07
2	1.06	11.71	11.94	12.30
3	1.08	11.93	12.17	12.53
4	1.08	11.93	12.17	12.53
5	1.08	11.93	12.17	12.53
8	1.08	11.93	12.17	12.53
10	1.10	12.16	12.40	12.78

MONITOR
186/188 Days

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	10.56	10.77	11.09
1	1.04	10.98	11.20	11.54
2	1.06	11.19	11.41	11.76
3	1.08	11.40	11.63	11.98
4	1.08	11.40	11.63	11.98
5	1.08	11.40	11.63	11.98
8	1.08	11.40	11.63	11.98
10	1.10	11.62	11.85	12.21
12	1.12	11.83	12.07	12.43
14	1.14	12.04	12.28	12.65
15	1.17	12.36	12.61	12.99
16	1.19	12.57	12.82	13.21
20	1.21	12.78	13.04	13.43
25	1.24	13.09	13.35	13.75

CROSSING GUARD
186/188 Days

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	10.56	10.77	11.09
1	1.04	10.98	11.20	11.54
2	1.06	11.19	11.41	11.76
3	1.08	11.40	11.63	11.98
4	1.08	11.40	11.63	11.98
5	1.08	11.40	11.63	11.98
8	1.08	11.40	11.63	11.98
10	1.10	11.62	11.85	12.21
12	1.12	11.83	12.07	12.43
14	1.14	12.04	12.28	12.65
15	1.17	12.36	12.61	12.99
16	1.19	12.57	12.82	13.21
20	1.21	12.78	13.04	13.43
25	1.24	13.09	13.35	13.75

CAFÉ

186/188 Days

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	10.56	10.77	11.09
1	1.04	10.98	11.20	11.54
2	1.06	11.19	11.41	11.76
3	1.08	11.40	11.63	11.98
4	1.08	11.40	11.63	11.98
5	1.08	11.40	11.63	11.98
8	1.08	11.40	11.63	11.98
10	1.10	11.62	11.85	12.21
12	1.12	11.83	12.07	12.43
14	1.14	12.04	12.28	12.65
15	1.17	12.36	12.61	12.99
16	1.19	12.57	12.82	13.21
20	1.21	12.78	13.04	13.43
25	1.24	13.09	13.35	13.75

MAIL COURIER

186/188 Days

Step	Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
0	1.00	10.56	10.77	11.09
1	1.04	10.98	11.20	11.54
2	1.06	11.19	11.41	11.76
3	1.08	11.40	11.63	11.98
4	1.08	11.40	11.63	11.98
5	1.08	11.40	11.63	11.98
8	1.08	11.40	11.63	11.98
10	1.10	11.62	11.85	12.21
12	1.12	11.83	12.07	12.43
14	1.14	12.04	12.28	12.65
15	1.17	12.36	12.61	12.99
16	1.19	12.57	12.82	13.21
20	1.21	12.78	13.04	13.43
25	1.24	13.09	13.35	13.75

EXTRA TRIP RATE

Index	Hired after 7/1/10	Hired between 7/1/09 & 6/30/10	Hired prior to 7/1/09
1.00	14.26	14.55	14.98

POSITIONS

RATE

Activity Acct. HS/Ath.	0.055 of Sec. 10-1/2 Mo. Base
Activity Acct. Middle	0.044 of Sec. 10-1/2 Mo. Base
Activity Acct. Elem.	0.036 of Sec. 10 Mo. Base
Boiler License	0.038 of Custodian Base
Night Sup.	0.027 of Custodian Base
Maint. Leader	0.085 of Custodian Base
H.S. Custodian Leader*	0.060 of Custodian Base
*with responsibility for directing custodial staff	
Shift Differential	See Article XXIV
Licensed Paraprofessional	\$300
Certified on Board Instructor**	.038

**The rate shall be based on the Certified On Board Instructor's (OBI)'s approved hourly bus driver's base rate of pay during the contracted year. During the summer months when the OBI completes time sheets, the additional .038 shall be based on the OBI's approved hourly bus driver's base rate of pay during the contracted year. The calculation shall be translated into a dollar/cents amount per hour worked.

Hourly longevity pro-rated on 2% of custodian's base for hourly employees (Years 15, 20, 25) This only applies to the Clerical Aide/Educational Assistant schedule. The rate of increase at YR 25 shall be the greater of the 2% of the custodian's base or 3% of Step 20.

In years 2012-2015 if negotiations with any other bargaining unit in the North Canton City School District produces a greater percentage increase in salary or benefits than those contained in this agreement for that year, the North Canton Classified Personnel Association bargaining unit shall be increased to provide parity.

ARTICLE XXI - SALARY NOTICES

Salary notices for the succeeding year shall be issued each year pursuant to Ohio Revised Code.

ARTICLE XXII - SERS PICK-UP WITH REDUCTION

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the School Employees Retirement System on behalf of the individuals in the bargaining unit with the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be the employee's contribution. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall apply to all compensation including supplemental earnings.
5. For federal and state tax purposes the W-2 shall show the total amount of compensation reduced by the employee's contribution. For SERS purposes the total amount of compensation shall not be reduced. For local tax purposes the W-2 shall show the total amount of compensation prior to the reduction.
6. SERS pick up shall in no way affect unemployment compensation, sick leave, worker's compensation, severance pay, daily rate of pay, or any other calculation based on the unreduced rate of pay.

ARTICLE XXIII - SEVERANCE PAY

- A. A classified person having ten or more years of service in the North Canton City School District who terminates his or her

employment with that district and who actually retires as a classified person shall be entitled to severance pay calculated in accordance with the provisions of Section 124.39, Ohio Revised Code (25% of accumulated but unused sick leave), for the aggregate value of accrued but unused sick leave not to exceed a total of sixty-eight (68) days even though he or she may not at that time be entitled to immediate retirement payments under any State or municipal retirement system in Ohio. In addition, the person shall receive twelve dollars (\$12) per day for every day accumulated and unused above two hundred (200) days.

- B. A classified person having ten or more years of service with the State, any political subdivisions, or any combination thereof, but less than ten (10) years of service in the North Canton City School District, who terminates his or her employment with the district and who actually retires as a classified person and who qualifies for retirement payments under any State or municipal retirement system in Ohio, shall be entitled to severance pay calculated in accordance with the provisions of Section 124.39, Ohio Revised Code (25% of accumulated but unused sick leave), for the aggregate value of accrued but unused sick leave not to exceed a total of sixty-two (62) days. In addition, the person shall receive twelve dollars (\$12) per day for every day accumulated and unused above two hundred (200) days.
- C. Payment shall be made within thirty (30) days of receipt by the Treasurer of an application for such payment, but in no event earlier than the actual termination of employment.
- D. If an employee under Section B dies while still employed by the District but, at the time of death, was qualified under SERS guidelines for retirement, any severance pay due will be paid to the employee's estate.
- E. Any tax sheltering of severance payment must conform to the IRS regulations.

ARTICLE XXIV - SHIFT DIFFERENTIAL PAY

Employees whose regular work shift commences at or after 2:00 p.m., but before 6:00 a.m., shall be paid additional compensation of forty-five cents (\$0.45) per hour and midnight shift to fifty cents (\$0.50). Shift differential is based upon 190 days.

ARTICLE XXV - SMOKE-FREE ENVIRONMENT

No smoking will be permitted in any area of a school building.

ARTICLE XXVI - TUITION-FREE ATTENDANCE

Children of members of the bargaining unit will be permitted to attend North Canton City Schools tuition-free under the following conditions:

- A. Children will be accepted at all levels (K-12) on a space available basis as determined by the Superintendent.
- B. Children will be assigned to elementary schools by the Superintendent on a space available basis.
- C. Once accepted, children will be permitted to continue in the North Canton City Schools as long as their parent is employed by the district.
- D. If a staff member is employed less than an FTE of 1.000, the tuition charge will be reduced by that percentage of time. An example is:

FTE of .67 total tuition responsibility is reduced by .67

This provision shall not apply to any bargaining unit member who, as of June 30, 2012 had a child(ren) enrolled in the North Canton City School District.

ARTICLE XXVII - VACANCIES, TRANSFERS, PROMOTIONS

- A. A vacancy shall be defined as a newly created position or a present position that is not filled.
- B. All vacancies shall be posted in a conspicuous place in each building of the district for a period of seven (7) workdays. Said posting shall contain the following information:
 - 1. Type of work
 - 2. Projected starting date
 - 3. Rate of pay

4. Hours to be worked
 5. Classification
 6. Minimum requirements
- C. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the fourteen (14) day posting period. However, vacancies occurring in August shall only be posted for seven (7) days. The Board shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by U.S. mail, to their last known address.
- A vacancy shall be filled with the most qualified applicant as determined by the Superintendent. In making his decision, the Superintendent will not be arbitrary, capricious or discriminatory.
- Any person who is an employee of the District may apply for the position. To receive consideration, the application must be completed and received by the district office within seven (7) workdays after the posting. Evaluation, work record, and qualifications shall be considered in filling the position.
- D. Testing
- Procedures required for any testing will be reviewed with the Labor-Management Committee prior to implementation.
- E. Within ten (10) workdays after the Board action, the Superintendent shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing.
- F. Bargaining unit members who are transferred shall not be placed on a lower years of experience step of the salary schedule.
- G. "Work Day" is any one of the 260 days on which work is to be performed by a regular, full-time twelve-month employee, notwithstanding the fact that the particular position posted may provide for work during a lesser number of days.

- H. In the event of promotion in or transfer from one classification to another or transfer within classifications, the bargaining unit member shall be given a thirty (30) workday trial period in which to show his/ her ability to perform on the new job. If, in the opinion of the Superintendent, the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his / her previous assignment and, if there is any difference in the rate of pay at the rate of pay appropriate for the previous assignment.
- I. The Association President shall be notified of transfers, vacancies, leaves, new positions and sabbaticals.

ARTICLE XXVIII - VACATIONS

For the purpose of this section, a full-time regular classified employee is one who is in service for not less than eleven (11) months in each calendar year. Vacations will be prorated based on 260 days.

Each full-time regular classified school employee, including full-time hourly rate and per diem employees, after one (1) year's service with the Board, shall be entitled, during each year thereafter, while continuing in the employ of the Board, to vacation leave with full pay for two (2) calendar weeks, excluding legal holidays. Employees continuing in the employ of the Board for five (5) or more years of service shall be entitled to vacation leave with full pay for three (3) calendar weeks, excluding legal holidays. Employees continuing in the employ of the Board for fifteen (15) years or more of service shall be entitled to vacation leave with full pay in the amount of one (1) day for every year beyond fifteen (15) years, excluding legal holidays. July 1 of each year shall be the anniversary date for determining the length of vacation.

Vacation may be taken at any time during the year. All vacation periods are subject to the approval of the supervising administrator.

Vacation time is provided; employees will not be compensated when they do not take the vacation time off.

ARTICLE XXIX - WORKING CONDITIONS

- A. No bargaining unit member shall be disciplined, nor shall the Board seek contribution from an employee, because of any

incident involving the administration or dispensing of medication to students in compliance with the procedure contained in Board policy.

- B. In the absence of a building supervisor (principal), or designee, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building.
- C. The Board shall provide without cost to the bargaining unit member, the following:
 - 1. Uniform Allowance
 - a. Food service employees shall be paid a uniform allowance to purchase uniforms and/or shoes:

less than four (4) hour employees: \$100 per year
four (4) hours or more: \$150 per year
 - b. The district will provide clean uniforms daily for mechanics. A shoe allowance will be provided for one pair of OSHA approved shoes each year to a maximum of \$100.
 - c. Custodians/Maintenance shall be paid a uniform allowance of \$150.00 per year.
 - d. Payment of the uniform allowance will be made only upon presentation of a paid invoice to the Treasurer of the Board.
 - 2. Each contract year the head bus mechanic and assistant mechanics will receive a tool usage allowance of five hundred dollars (\$500) payable at the end of said year.
 - 3. The Board shall pay the full cost of any medical examination which it requires of any employee. When the Board approves an employee's request to be examined by a physician other than one designated by the Board, the employee shall be reimbursed for the cost of such examination up to the cost for such services from the Board-designated physician upon presentation to the Treasurer of a paid receipt from the attending physician.

- D. An individual employed to fill a newly created or unfilled position on a substitute basis shall be employed for no more than forty-five (45) work days in said position, after which time the position shall be properly described, posted and filled as per the negotiated job posting procedures. Experience under this section shall not be used to determine qualifications if the substituting individual applies for a permanent position.
- E. Clerical Aides shall work under the guidance of the building secretary and under the supervision of the building principal/supervisor. There shall be a maximum of three (3) clerical aides employed in the district.

ARTICLE XXX - WORK YEAR, WORK DAY, WORK WEEK

(Number of work days in work year from July 1 through June 30)

- A. The normal work year and normal workday shall be:
 - 1. Twelve-month employees, including custodians, maintenance, bargaining unit secretary and mechanics shall not exceed two hundred sixty (260) days including twelve (12) paid holidays; eight (8) consecutive hours per day.
 - 2. Part-time custodians shall not exceed one hundred ninety-three (193) days, four (4) days of which will be assigned by their principal, including eight (8) paid holidays; four (4) consecutive hours per day.
 - 3. Ten and one-half month secretaries shall not exceed two hundred twenty-one (221) days, including eight (8) paid holidays; eight (8) consecutive hours per day.
 - 4. Ten month secretaries shall not exceed two hundred eleven (211) days, including eight (8) paid holidays; seven and one-half (7 1/2) consecutive hours per day.
 - 5. Nine and one-half month secretaries shall not exceed one hundred ninety-three (193) days, including eight (8) paid holidays; seven and one half (7 1/2) consecutive hours per day.

6. Secretaries-part time shall not exceed two hundred eleven (211) days, including eight (8) paid holidays.
 7. Classified librarians shall not exceed one hundred ninety-three (193) days, including eight (8) paid holidays; seven and one-half (7 1/2) consecutive hours per day.
 8. Cooks shall not exceed one hundred ninety-two (192) days including four (4) meetings per year of no longer than two (2) hours contiguous to the work day, including eight (8) paid holidays; head cook, six (6) consecutive hours per day; cook, six (6) consecutive hours per day.
 9. Cafeteria employees shall not exceed the number of student days, including eight (8) paid holidays; no less than two (2) consecutive hours per day.
 10. Aides - as needed
 11. Monitors - as needed
 12. Crossing Guard - as needed
 13. Bus Drivers - shall not exceed one hundred ninety (190) days including four (4) safety meetings per year of no longer than two (2) hours each, including eight (8) paid holidays.
- B.
1. The normal work week for all bargaining unit members is Monday through Friday.
 2. The normal summer vacation days shall be consecutive unless the bargaining unit member and the supervisor mutually agree to a different schedule.
- C. The number of hours listed above shall be consecutive, excluding an uninterrupted lunch period.
- D. All bargaining unit members shall be entitled to two (2) ten (10) minute relief times except that bargaining unit members working four hours shall receive only one (1) ten (10) minute relief time. Bargaining unit members working overtime will be entitled to an additional ten (10) minute relief time for every two (2) hours worked.

E. Special Calls to Duty

A minimum of two (2) full hours' pay shall be paid to any employee called to work at other than regular hours for that employee, except when the call is the result of that employee's failure to properly perform regular assigned duties.

Calls to duty for gym rentals or other rentals shall be subject only to the hours of the rental and may be for more or less than the two (2) hours if they are contiguous to the work day. Custodians assigned to the building where the rental occurs shall have the first choice to work the activity.

On days when evening conferences are held some employees may be required to work beyond their normal work hours. Any employee required to work beyond their normal work hours on Conference days shall be granted equivalent compensatory time. The compensatory day(s) shall be mutually agreed to by the Association and the Superintendent.

F. All hours beyond forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay unless the employee and his/her immediate supervisor mutually consent to compensatory time off in lieu of overtime pay at the rate of one and one-half (1 1/2) times the overtime hours worked.

G. All part-time employees who work beyond the normal work day, week or year shall be paid at their regular rate of pay.

H. Overtime/Extra Time shall be divided among bargaining unit members within each school building as follows:

Overtime/Extra Time shall first be offered on a rotating basis to the bargaining unit member who has the greatest building seniority and is qualified to perform the overtime work as determined by the Superintendent. Prior to assigning the least senior in the affected building, the overtime shall be offered district wide to bargaining unit members in the same classification based on seniority.

Will enforce current contract language which the parties agree should have been implemented as follows:

- The rotation year shall be July 1, to June 30th

- The first overtime/extra work opportunity on or after July 1 of any year will go to the most senior person in the building
- Thereafter, the building seniority list will be followed, i.e. the next most senior person will be offered the overtime.

I. Bargaining Unit Member Substitution

If, during any school year, any employee is requested to and does perform work that normally is performed by a classified employee holding a higher classification for a period of more than five (5) consecutive work days, such employee shall receive, in addition to his or her regular pay, one-half (1/2) of the difference between such employee's regular pay and the pay for the higher classification at the employee's current experience step, for days six (6) through ten (10) of such employment. Beginning with the eleventh such day, the employee shall receive the pay normally paid for the higher rated classification on his/her current years of experience step for any additional time worked in that position.

J. School Closings

Nothing in this Agreement shall require the Board to keep offices/buildings open in the event of hazardous weather conditions, damages to a school building, utility failure, or disease epidemic. When the schools are closed due to the above conditions, bargaining unit members shall suffer no loss of salary. Bargaining unit members required to report for work or remain at work on a day in which the schools are closed due to hazardous weather conditions shall be compensated at their overtime rate for all time worked beyond the first two hours.

ARTICLE XXXII - EFFECTS OF THE CONTRACT

- A. The terms of this contract shall be effective July 1, 2012, through and including June 30, 2015.
- B. If any part of this contract is found to be in violation of federal or state law, in a manner not permitted by Chapter 4117, said part found to be in conflict will automatically be declared invalid and

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

- C. This contract may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.
- D. The Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any policy or practice, then the terms of this Agreement shall prevail.
- E. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein and the parties agree that this Agreement constitutes the entire contract between them and settled all demands and issues on all matters within the scope of bargaining. Neither party shall be required to negotiate with the other during the term of this Agreement with respect to any subject or matter irrespective of whether such subject matter was discussed by, or within the contemplation of, the parties during the course of negotiations leading to this Agreement.

Except as otherwise specifically provided in the written provisions of this Agreement, the Board of Education has the exclusive right to make necessary decisions relevant to the conduct and management of the schools as prescribed and restricted by law. All prior negotiated agreements not contained herein shall not be binding upon the parties of this Agreement. This Agreement supersedes and cancels all previous agreements or understandings, whether verbal or written, or based upon any alleged prior conduct or past practices of the parties.

However, the Labor-Management Committee shall first discuss any items which would otherwise be considered proper subjects for mid-term bargaining in the absence of this Section.

F. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with the Agreement, which shall be deemed incorporated by reference in such individual contracts.

NORTH CANTON CLASSIFIED PERSONNEL ASSOCIATION:

<u>Roald Fent</u>	<u>6-18-12</u>
Labor Relations Consultant	Date
<u>Thacie A. Jockaman</u>	<u>6-18-12</u>
President	Date
<u>Mardene A. Richards</u>	<u>6-18-12</u>
Negotiations Team Member	Date
<u>Lama L. Russell</u>	<u>6-18-12</u>
Negotiations Team Member	Date
<u>Brian E. Walz</u>	<u>6-18-12</u>
Negotiations Team Member	Date
<u>Helen A. Pool</u>	<u>6-18-12</u>
Negotiations Team Member	Date
<u>Lucinda M. Harper</u>	<u>6-18-12</u>
Negotiations Team Member	Date

NORTH CANTON BOARD OF EDUCATION:

<u>Yvonne R. Hazzine</u>	<u>6-11-12</u>
Superintendent	Date
<u>Lee Lee</u>	<u>6-11-12</u>
Treasurer	Date
<u>John W. Hene</u>	<u>6/11/12</u>
Negotiations Team Member	Date
<u>John Dett</u>	<u>6-11-12</u>
Negotiations Team Member	Date