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12/09/2013

AGREEMENT

BETWEEN

THE NORTH ROYALTON BOARD OF EDUCATION

and

OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME CHAPTER 4

(LOCAL #231)

AUGUST 1, 2013

through

JULY 31, 2016

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ARTICLE 1

AGREEMENT

A. Recognition of Bargaining Unit

1. This Agreement is entered into at North Royalton, Ohio as of the 1st day of August, 2013, between the North Royalton Board of Education and Local #231 of the Ohio Association of Public School Employees/AFSCME Chapter 4.

The North Royalton Board of Education recognizes Local #231 of the Ohio Association of Public School Employees (OAPSE/AFSCME Chapter 4) for the purpose of professional negotiations as the sole and exclusive bargaining representatives for all non-teaching employees in the following described unit.

The bargaining unit shall include all regular full-time and regular short hour employees in the following Job Areas:

Custodial/Maintenance
Cafeteria Personnel
Transportation
Secretaries/Clerks/Aides
Technology

Except that the following positions shall be excluded from the bargaining unit: Secretary to the Superintendent, Secretary to the Assistant Superintendent, Assistant Treasurer, the Secretary in the Business Office, Bookkeepers, the Payroll Coordinator, the Clerk/Receptionist, the Clerk/Switchboard Operator, Pupil Services Secretary, the Secretary to the Curriculum Director, the Pupil Services Clerk, the Food Service Supervisor, the District Health Coordinator, the Transportation Supervisor, the Mechanic Supervisor, the Technology Director, the Network and Systems Coordinator and the Head Maintenance Person.

B. Payroll Deduction for Union Dues

1. The Board agrees to deduct from the pay of non-teaching school employees, dues for the Ohio Association of Public School Employees (OAPSE) and for the North Royalton Local #231 when so authorized in writing by each employee.

The Board shall transmit to the State OAPSE Treasurer all monies withheld along with an accounting for each amount withheld and from whom it was deducted. An additional copy of the accounting will be provided to the Local #231 Treasurer at the same time it is sent to the State OAPSE Treasurer.

2. Payroll deductions shall be continuous and shall be revocable by written notice to the State OAPSE Treasurer, Treasurer of Local #231, and the Treasurer of the

Board of Education during the 10 days prior to August 31st of the last year of this Agreement. If dues deduction is not revoked during such period, it shall continue for successive periods of one year, revocable in the manner and time period (the 10 days prior to August 31st) mentioned.

3. OAPSE membership dues shall continue to be deducted from the employee's pay in 14 equal deductions starting with the first paycheck in October.
4. Individual authorization forms agreed upon by the Treasurer of the Board of Education and OAPSE Local #231 shall be furnished by Local #231, and when executed shall be filed by Local #231 with the Treasurer of the Board of Education.
5. The Board agrees not to honor any dues deduction authorizations executed by any employee in the bargaining unit, in favor of any other labor organization.

C. Fair Share Fee

All members of the bargaining unit who are not members of the Union and its Local #231 shall pay to the Union a fair share fee as a condition of their continued employment with the North Royalton City School District. Such fair share fee shall not exceed dues paid by members of the Union and its Local #231.

The Union shall notify the Board of the fair share fee amount and of any changes in the amount of dues deductions, and shall concurrently provide to each non-member employee a notice of the amount of the fee, an adequate explanation as to how the fee was determined, a statement that the employee may file an objection as to the amount, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the Union's internal rebate policy. Fair share fee shall be deducted through payroll deduction, in the same manner as dues deductions, and forwarded to the Union with notices of names and amounts as provided in Article 1, Section B of this Agreement, except that written authorization for fair share fee deduction is not required.

A non-member employee who objects to the amount of the fair share fee as determined by the Union may file a written objection to the use of any portion of this fair share fee for political or ideological purposes with the Union to the Executive Director within fifteen (15) days after the first deduction. If an objection is filed, the OAPSE State Treasurer shall cause a check in the amount of the rebate to be sent to the objector. The rebate may be made in advance lump sum on an annual basis.

Any non-member who desires to object to the expenditure of a portion of a fair share fee for partisan politics or ideological causes and to also challenge the determination of such amount by OAPSE may do so by filing an objection with OAPSE in the same manner as set forth in this Section and indicating on the objection that the person will be challenging such determination. Challenges to the determination must be filed by the non-member

with the State Employment Relations Board (SERB) in accordance with Section 4117.09 of the Ohio Revised Code. In the event the non-member files a challenge with the State Employment Relations Board, OAPSE will, if requested by the non-member, request an expedited ruling from SERB.

The rate, if any, to a non-member who desires to challenge the rebate determination made by OAPSE will not be made until final resolution of the challenge by the State Employment Relations Board.

Pending completion of the challenge process, one hundred percent (100%) of the fair share fee being deducted for the non-member challenger shall be placed by OAPSE into an interest-bearing escrow account established by OAPSE. The escrowed funds will be distributed to OAPSE and the challenger only after the decision of the State Employment Relations Board or the last court to which the matter is appealed.

If a waiver of the fair share fee is filed with the State Employment Relations Board under Ohio Revised Code, Section 4117.09(C) for religious objections and it is granted, in lieu of payment such employee shall pay through payroll deduction an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Failure to pay under this religious exemption pending a hearing on the matter shall cause the employee to forfeit continued employment with the School District.

If the Board of Education is named as a party defendant, or otherwise required to participate in any lawsuit or other proceedings as a result of this Article (Fair Share Fee) and Section of this Agreement, the Union agrees to indemnify and hold the Board of Education, its agents and representatives harmless from any judgments, awards, costs and expenses, including reasonable attorney fees. The Board of Education agrees to accept Union counsel as co-counsel for the defense of claims arising from this Section.

ARTICLE 2

NEGOTIATIONS

- A. Items under this Agreement, with respect to salaries, fringe benefits, working conditions and all other items mutually agreed upon shall be subject to negotiations upon written notification of one party to the other, 90 days prior to the expiration of this Agreement or in the event new laws become effective which affect provisions within this Agreement.
- B. At the first negotiations meeting, complete agendas, including proposals and approximate monetary costs, are to be exchanged. Negotiations should be concluded within 30 working days, 6 sessions or less from the initial exchange of proposals. Each negotiating team will be limited to seven (7) persons. Meeting dates for negotiations will be determined by mutual agreement of the parties, however, if meetings are set for dates occurring during summer break, the parties will attempt to schedule those meeting times equally between regular business hours and after business hours.
- C. Impasse: The Board and OAPSE negotiating teams pledge themselves to meet, confer and discuss matters of concern. An atmosphere of mutual respect and consideration will prevail at all meetings with the school employee organization and the Board working together concertedly toward reaching a satisfactory agreement. If an agreement cannot be reached, the following procedure will be followed:
1. In the event an agreement is not reached by negotiation after full consideration of the proposals, either of the parties shall have the option of declaring impasse.
 2. Impasse occurs after bargaining sessions have been held and the position of parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
 3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where tentative agreement has not been reached by either party.
 4. The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service.
 5. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
 6. The Mediator has no authority to bind either party to any agreements.
 7. The alternate dispute resolution procedure provided in this Agreement shall supersede the provisions of R.C. 4117.14(C).

ARTICLE 3

DURATION

The effective date of this Agreement shall begin as of August 1, 2013 and it shall remain in force through July 31, 2016. This Agreement shall automatically be renewed subject to amendments negotiated by the parties as hereinafter provided.

ARTICLE 4

**SENIORITY PROVISIONS, ASSIGNMENTS,
TRANSFER AND BIDDING PROCEDURE**

To the extent permitted by law, and consistent with the responsibility of the Board to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail.

A. Seniority, for purposes of this Agreement, is defined as follows:

1. System Seniority: The length of time an employee is employed as a regular employee in any classification or combination thereof from his/her most recent date of hire.
2. Job Classification Seniority: The length of service by an employee in a particular job classification computed from his/her most recent date of entry into such job classification. Job classifications are those set forth on Appendix A.
3. Seniority shall be determined by the length of continuous service in the North Royalton City Schools. Among those with the same length of continuous service, seniority shall be determined by:
 - a. The date of the Board meeting in which the employee was hired; and then by
 - b. The date the employee signed a contract upon initial employment with the North Royalton Board; and then by
 - c. The date on which the employee submitted the first completed job application within the two (2) year period preceding the effective date of the employee's first employment contract with the North Royalton Board of Education, if the date is available.
4. For purposes of advancement on the seniority list, an employee shall be granted a year of service only if employed for a minimum of one hundred twenty (120) days in a school year.

5. Length of continuous service shall not be interrupted by authorized leaves of absence. An employee does not continue to accrue seniority while on an unpaid leave of absence, but returns with the same seniority as when he/she began the leave. When an employee resigns and is then subsequently reemployed by the Board, the seniority of that employee begins as of the date of reemployment.
- B. Employees employed under substitute contracts are not subject to the terms of this agreement and do not accumulate seniority.
 - C. There shall be a probationary period of ninety (90) work days to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. During such time a new employee shall have no seniority rights, and his/her qualifications to do the work required, or his/her discharge or lay-off for any reason, shall not be subject to the grievance or arbitration procedures set forth in this Agreement. Employees retained beyond the ninety (90) work day period shall have their system seniority computed as of their latest date of entry into the job classification.
 - D. The jurisdiction of the appropriate civil service commission, if any, shall be limited to the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists.
 - E. Employees with System Seniority who change job classification shall not accumulate job classification seniority in their new classification during the first seventy-five (75) work days of employment in such job classification. They shall continue to retain their seniority in their former job classification during this period. Upon completion of seventy-five (75) work days employment in the new job classification, such employee shall acquire seniority in the new job classification dating from the most recent date of entry into such new job classification.
 - F. The Board shall supply the OAPSE president with a timely copy of the following:
 1. Each position posted;
 2. Board minutes each month; and
 3. A list of all classified employees stating the employee's current assignment, and stating the employee's System Seniority from their most recent date of hire and the employee's Job Classification Seniority from the most recent date of entry into such new Job Classification. The list shall be supplied by September 15 of each year.
 4. Any new job descriptions developed by the Board. Prior to finalizing any new job descriptions or revising any existing job descriptions, input will be sought from the Association.

- G. The seniority, assignment, transfer and bidding procedure provided in this Agreement and referenced in this Article at paragraphs A, C, D and E, shall supersede the provisions of Revised Code Chapter 124, including but not limited to R.C. Sections 124.22 through 124.34 and any other contrary or inconsistent provision of state law.

ARTICLE 5

**ASSIGNMENT OF WORK LOCATION, PERMANENT TRANSFER,
SENIORITY, BIDDING PROCEDURE, SUMMER WORK AND
LAYOFF AND RECALL**

- A. Assignment of Work Location, Permanent Transfer, Seniority Bidding Procedure and Summer Work

The North Royalton Board of Education recognizes that staff morale will be improved if employees are reasonably assured that they will be given every opportunity to apply for and be appointed to positions requiring greater responsibility and level of competency or to be reassigned to positions of particular interest to an individual employee. Employees are encouraged to apply for any vacancy or newly created position in the school district for which they are qualified. When in the opinion of the Superintendent or his/her designee all other qualifications and considerations of applicants are equal, an employee of the school district shall be appointed to any vacancy. If in the opinion of the Superintendent or his/her designee two or more employee-applicants are equally and better qualified than other applicants, the employee having the greater job classification seniority shall be appointed to such vacancy.

The basis for determination of a candidate's fitness for a position shall be the job description on file in the Administration Office at the time of the vacancy, all written evaluations, recommendations and reports found in any employee's personnel file at the date the vacancy was posted along with personal interviews and any evidence of fitness. Candidates may be considered who are not employees of the Board.

When an employee transfers to a new Job Classification within the same Job Area, he/she shall be placed on the step of the salary schedule which gives credit for all prior seniority within that same Job Area. When an employee transfers to a new position within a different Job Area, he/she shall be placed on the zero (0) step of the salary schedule for that Job Classification.

The notice of vacancy shall be posted in an open and accessible area for all employees in all buildings owned and/or operated by the Board of Education and staffed by school employees.

During the school year, all notices of vacancies shall be posted within thirty (30) working days of the occurrence of the vacancy, in each building staffed by school employees and the identical posting shall be placed on the District website, for five (5) working days.

Employees desiring the position shall submit their letter of interest in response to the posting to the administrator announcing the vacancy within the five (5) working day period. The notice shall contain a description of the duties, salary range, and a reference to the correlating job description number for the open position. Job descriptions shall be available upon request at the Board Office. This requirement of posting within thirty (30) working days does not apply during June, July and August. Vacancies occurring during June, July, and August shall be posted no later than September 30.

An employee appointed to fill a vacancy or a newly created position shall serve a probationary period not to exceed seventy five (75) days worked on the job. If such employee's performance is unsatisfactory, he/she shall be reassigned to his/her former position at the salary or wage earned prior to his/her appointment to the vacancy.

If the Board intends to fill any vacant position, it shall be filled within ninety (90) working days. If the Board determines not to fill a vacant position, it will notify the OAPSE President.

In the event that a school building is closed permanently for any reason, employees may regress through the classification in the similar position or classification for which he or she is qualified if the transferee's seniority exceeds that of the lowest seniority employee in that position. No further changing or transfers will be permitted.

Employees laid off because of abolition of position, lack of work or funds, shall be reinstated to employment in the same position when such position is declared available. Employees with the highest seniority by date of continuous employment shall first be reinstated to employment. Employees laid off pursuant to these provisions shall remain on the recall list for a period of two (2) years. For a period of 90 days following the expiration for the recall period, the laid off employee shall receive first consideration for a position to which they have applied and are qualified.

The notice of vacancy and bid forms shall be prescribed by the Superintendent or his/her designee.

In order to enhance the ability of interested employees to pursue vacant positions, beginning with March 1 and ending with April 15 of each year, all employees upon request to the Superintendent or his/her designee, shall be provided with a preference form on which can be stated his/her desire to change employment to a specific classification, location or shift.

Preference forms shall remain active for one year and must be renewed each year to remain active. When a classified position becomes available within the system, the preference forms shall be reviewed by the Superintendent or his/her designee and appointments made based on the stated preference of the open position or similar position, consistent with the procedures set forth above. However, the employee shall have the right to refuse appointment of any position other than the one stated on the form.

Subsequent positions shall be filled in the same manner until all preferences are exhausted.

In the event a position becomes available and no preference form for this position has been filed, if time allows, the open job shall be posted for five (5) days before a new employee is hired, consistent with the procedures set forth above.

Temporary assignments may be made, such as until a new employee can be hired or a promotional or lateral transfer can be made, or until an administrative decision can be made with regard to the need to continue/expand/change the position, or for specific projects and/or additional services. Temporary assignments may consist of adding additional hours to existing employees or employing persons on a temporary basis. No temporary assignment may extend longer than 181 work days. Temporary assignments do not include additional time necessitated by the specific requirements of a student(s) IEP/504 Accommodation Plan.

When current employees are assigned to fill in the positions of head high school custodian, head middle school custodian, head high school cleaning custodian, head middle school cleaning custodian, elementary building custodian, and/or cafeteria manager due to absence, other than vacation or other elective absence, for more than fifteen (15) consecutive days, such employees will be paid at the higher salary range at their current step.

A casual laborer shall become a member of the bargaining unit after nine (9) consecutive full months of employment.

Aides working six hours or less per day shall, at the principal's discretion, be given the opportunity to substitute within their assigned building for SLD Aides, Library clerks, office aides or secretaries, at their (the aide's) regular rate of pay.

Cleaning employees shall have the first option for summer facilities cleaning duties before those duties are offered to other outside persons. Likewise, transportation employees will be given first option for summer duties involving cleaning buses and assisting with bus routing. If summer positions remain unfilled after offering them first to employees within the classification of the summer work, other employees will be given the option to perform summer duties. In those circumstances, prior summer work experience will be considered in filling the vacancies. The Board will post such available openings before the normal closing date of the school year. Those cleaning personnel who perform facilities cleaning duties for the Board during the summer months shall be paid at their regular rate of pay and shall accrue all applicable benefits. The rate for all other summer work for the period of this Contract shall be Step "0" of the Cleaner II salary schedule. It is understood that a nine-month employee shall not be offered a summer job which exceeds seven (7) weeks. Applicants for summer positions involving bus routing must be able to demonstrate adequate computer skills necessary for the use of scheduling software to the satisfaction of the administration.

B. Layoff and Recall

If it becomes necessary to reduce the number of employees and job classifications, the following shall apply:

1. Before anyone on a continuing contract is affected, layoffs shall be kept to a minimum by not employing replacements for employees who retire or leave the system or whose contracts are not renewed.
In the event substitutes are required, those employees on layoff shall be offered the substitute assignment within their job classification first (in reverse order of layoff) and shall be paid at the employee's regular rate of pay for the position, rather than the substitute rate of pay.
2. Layoff shall be by Job Classification as defined in Appendix A of this Agreement with the least senior employee within the affected Job Classification being laid off before the most senior employee within that affected Job Classification is laid off. The order of layoff shall proceed by seniority so that the last person affected shall be the most senior employee in that Job Classification.
 - a. For purposes of layoff, seniority means Job Classification seniority.
 - b. Any employee affected by layoff may bump into a lower position within the same Job Area as set forth on Appendix A displacing an employee with less seniority. If there is no opportunity for downward bumping within the affected job area the employee affected may bid on vacancies in other job areas provided he/she is qualified and a vacancy exists.
 - c. A seniority list, along with a notice of the effected cuts, shall be posted and mailed to the employees affected with copies to the Local. In the case of two or more employees with equal seniority, the employees shall draw lots to determine the order of layoff.
 - d. Employees affected by layoff shall be notified by mail at least sixty (60) days prior to layoff and shall be placed on a list and recalled in reverse order of layoff. They shall retain all seniority rights and be provided with similar employment if they are recalled within two (2) years of the layoff. The employees shall be required to provide the administration with their most recent address including any change of address. The notice to return will be sent by certified mail to the last known address and the employee will have ten (10) work days to reply. If no reply is made within that time, the employee will be removed from the recall list and the next name on the list will be used and the same procedure followed. The administration shall keep the Local Union and its Officers informed of all actions undertaken as part of this Article.

- e. Employees on layoff shall be provided the opportunity to pay the Board's rate for health care benefits provided to other employees of the system as long as the health carrier permits except that if the Board is self insured, no bar shall be deemed to exist except if specifically provided by law.

C. Superseding State Law

The seniority, assignment, transfer, bidding procedure, and layoff and recall procedures provided in this Agreement and referenced in this Article at paragraphs A and B, above, shall supersede the provisions of Revised Code Chapter 124, including but not limited to R.C. Sections 124.22 through 124.34 and any other contrary or inconsistent provision of state law.

ARTICLE 6

TENURE, SUSPENSION AND TERMINATION

- A. Any new employee or promoted employee who has successfully completed his/her probationary period shall have tenure status, subject to the provisions of this Agreement.
- B. The tenure of every member of the bargaining unit shall be during good behavior and efficient service and no such member shall be suspended, terminated, or transferred or reduced for disciplinary reasons except for just cause, including incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of provisions of this Agreement, or any other failure of good behavior, and any acts of misfeasance, malfeasance, or nonfeasance.
- C. Before a member of the bargaining unit may be suspended without pay, terminated, or transferred or reduced for disciplinary reasons the following procedure shall be followed:
 - 1. The employee shall have the right to a hearing to be conducted by the Superintendent or his/her designee. This hearing shall be informal and shall not be an evidentiary hearing. The employee may be accompanied at the hearing by a Union representative. The employee shall have not less than 18 hours notice of the time and place of the hearing. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver by the employee of his/her right to such hearing.
 - 2. At the hearing, the employee shall be advised by the Superintendent or his/her designee of the nature of the charges against him/her and shall be given the opportunity to respond by way of explanation or defense.

3. If in the judgment of the Superintendent or his/her designee the nature of the charges against a member are such that the member should be removed following a preliminary hearing as provided in Section 2, the member may be suspended without pay pending final resolution of the disciplinary proceedings. If upon final resolution of the disciplinary charges the member is restored to employment, he/she shall be paid his/her regular pay for the period of the suspension.
4. Following this hearing, the Superintendent or his/her designee may conduct a further investigation concerning any matters which may have been raised during the hearing or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such recommendation as he/she deems appropriate. The parties shall be notified in writing of any action taken.
5. Following the hearing, the Superintendent or his/her designee may impose a disciplinary transfer or a suspension of 3 or less working days, or may recommend to the Board the suspension of more than 3 working days, a disciplinary reduction or termination. The Superintendent or his/her designee shall furnish such bargaining unit member with a copy of his/her order and/or recommendation, which shall state the reasons therefore.
6. If the Superintendent or his/her designee recommends a suspension of more than 3 working days, or a disciplinary reduction or termination, such recommendation shall be presented to and acted upon by the Board, which may affirm, reject or modify the recommendation of the Superintendent or his/her designee. The employee shall have no right of hearing before the Board of Education, but the employee or his/her representative may address the Board before it acts.
7. If the Superintendent or his/her designee has imposed a disciplinary transfer which results in a loss of income equal to 10 or more percent of such employee's base pay, or if the Superintendent or his/her designee has imposed a suspension of 3 or less days twice previously within the same school year (August 1 - July 31), or if the Board of Education, acting upon the recommendation of the Superintendent has imposed a suspension of more than 3 working days, or a disciplinary reduction or has terminated the employee, the employee may grieve such disciplinary action under the provisions of this Agreement, beginning at Level 3 (Arbitration).
8. Any notices, copies of orders or recommendations required by this Article to be served upon an employee shall be served in person; provided however, in the event the employee is on any type of leave or is absent without leave when service is attempted then such service shall be by ordinary mail sent to the employee's last address as shown on the Board's records. In that event, service is deemed complete 72 hours after mailing.

9. The parties expressly agree that the above provisions relating to employee transfer, suspension, termination, discipline and/or the attainment of non-probationary status, shall supersede and take the place of any contrary or inconsistent provisions of law, including but not limited to Ohio Revised Code Sections 124.34 and/or 3319.081.

D. Bureau of Criminal Identification and Investigation (B.C.I.I.) Report

1. In the event it is necessary for the Board to employ an employee prior to having received the results of the criminal records investigation, that employee's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCII) and the Federal Bureau of Investigation (FBI) which is not inconsistent with the employee's answers to questions on the job application. In such event, if a report is subsequently received from either BCII or the FBI which is inconsistent with the employee's answers to questions on the job application, the employee shall be notified in writing. If the employee does not deny the accuracy of the BCII or FBI report within two (2) working days, the action of the Board employing such employee shall be void without any further act by any party, and without the necessity of proceedings under state law (R.C. 3319.081 and/or 124.34) or under this Agreement or otherwise, to formally terminate such employee's contract of employment.
2. If the employee denies the accuracy of the BCII or FBI report, the employee shall immediately be placed on leave without pay or benefits for a period of up to ninety (90) working days. If within that period, the Board receives a corrected report from BCII or FBI which is not inconsistent with the employee's answers to questions on the job application, the employee shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCII or FBI which is not inconsistent with the employee's answers to questions on the job application, the action of the Board employing such employee shall be void without any further act by any party, and without the necessity of proceedings under state law (R.C. 3319.081 and/or 124.34) or under this Agreement or otherwise, to formally terminate such employee's contract of employment.

ARTICLE 7

TRAVEL EXPENSES, PROFESSIONAL MEETINGS & WORKSHOPS

Any employee who, in the pursuit of his/her duties, is required to use his/her own vehicle for transportation must have proof of adequate insurance and the prior approval of his/her superior. A record of his/her mileage and expenses must be submitted for approval to obtain reimbursement. Meals and lodgings will be reimbursed, if employees are required to remain overnight.

Reimbursement Schedule for approved travel, meetings, and workshops shall be as follows:

Mileage	Current IRS rate
Food	50.00 per day
Lodging	100.00 per day
Registration	Paid in full

On NEOEA day, bargaining unit members shall be approved to attend, either OAPSE workshops or the Cuyahoga Valley Career Center workshops, unless the employee has been notified by his/her supervisor on or before September 30th, that a District provided in-service/workshop has been scheduled for that day. Those employees attending workshops shall be paid their regular hourly rate for all hours in actual attendance at such workshops, not to exceed eight hours. The Board will make reasonable efforts to provide alternate in-service training opportunities available for employees scheduled to work on NEOEA day.

In order to be paid, employees must sign in and out at the workshops or in-service programs. OAPSE shall keep a record of those attending the OAPSE workshop and turn said record in to the payroll department on the next scheduled work day. Arrangements for attendance verification at the Career Center shall be made between the Board and the Career Center.

Officially elected delegates of the Local, not to exceed one for every 100 members or a fractional part thereof, in addition to the OAPSE President or designee, shall be permitted professional leave to attend, without loss of pay, the OAPSE Annual State Conference. This release time shall not be counted as lost time in computing merit incentive pay. The Local President shall notify the Superintendent at least one week in advance of the names of individuals who will use this leave and the dates of their absence. The Board shall not pay travel, registration, food, or lodging expenses in connection with attendance at the OAPSE Annual State Conference.

ARTICLE 8

OVERTIME PAY

- A. All employees shall be paid at 1½ times their hourly rate for all time worked over 40 hours in that work week. In addition, all employees who normally work 40 hours per week shall be paid at 1½ times their hourly rate for all time worked over 8 hours in any one day in those weeks of 4 or less work days. For purposes of determining overtime, the work week begins at 12:00 a.m. on the first day of an employee's regular work week and ends at 11:59 p.m. on the corresponding seventh day. (For example, an employee whose regular work schedule is Monday through Friday, the work week begins at 12:00 a.m. on Monday (the first day of an employee's regular work week) and ends at 11:59 p.m. on Sunday (the corresponding seventh day). For an employee whose regular work week is Tuesday through Saturday, the work week begins at 12:00 AM on Tuesday and ends at 11:59 PM on Monday.) All hours worked on Sunday shall be paid at double time. Sunday work will not be available to employees who refuse or are otherwise unavailable for work requested of them on a Saturday before such Sunday work. Overtime will be permitted only with prior approval of the Superintendent or his/her designees except in those circumstances where emergency conditions arising in buildings or grounds, such as boiler failure, burst pipes, snow removal, fire, etc. prevent such prior approval. Time sheets must be signed by the Superintendent or his/her designees.
- B. No employee shall be expected to absorb the work load of an absent employee beyond the first day of absence. Thereafter, adjustment in the employee's time schedule shall be made to allow sufficient time to accomplish the additional work. If the time schedule change results in a backlog of work, consideration will be given to the employee in attempting to regain a normal schedule.
- C. All time in which earnings accrue to the employee, excluding sick leave and personal leave, shall be considered part of the work week for computing overtime. Provided, however, in weeks in which an employee actually works less than 40 hours, the employee may use a combination of a maximum of three sick leave days and/or personal leave days during each calendar year for purposes of calculating eligibility for overtime. All hours accrued due to a holiday or calamity day will be paid at the regular rate of pay.
- D. In the event an employee is entitled to overtime compensation when hours in a work week are earned at two or more differing rates and total in excess of 40 hours, such overtime compensation shall be calculated using a weighted average. The weighted average is determined by adding up all hours worked that week, adding up the total regular rate compensation that week and dividing total compensation by the total number of hours worked. The resulting figure is the weighted average. The number of hours in excess of 40 shall be paid at 1 and ½ times the weighted average. The hours below 40 shall be paid at the regular rate applicable to that position.

Notwithstanding the above, all hours worked on Sunday shall be paid at the higher of either (a) two times the normal rate for that position (not the weighted average rate), or, (b) 1 and ½ times the weighted average rate. In calculating the weighted average rate, the Sunday (double time) rate is not to be used.

- E. For all hours worked before the regularly scheduled work day (i.e., snow plowing/removal), maintenance/custodial employees will be paid time and a half until the time of their normal shift. Such time may not be pyramided for overtime calculation purposes (e.g., hours earned in this status are not to be “weighted” if employee exceeds 40 hours in a week). If snow plowing/removal occurs on a non-school day, then the employee will be paid in accordance with the appropriate Article of the Contract (e.g., Article 10 if on a holiday). Consistent with Article 13, custodial/maintenance employees required to work on a calamity day will be paid time and a half their normal rate of pay for all hours actually worked in addition to their calamity day pay.

Example A:

Regular Shift Time: 7:00 AM – 3:00 PM;
Employee called in at 3:00 AM to plow snow;
Calamity Day called by District at 5:30 AM;
Employee sent home at 7:00 AM;
Employee paid at time and a half the regular rate for hours worked from 3:00 AM until 7:00 AM;
Employee paid at regular rate for calamity day pay from 7:00 AM – 3:00 PM

Example B:

Regular Shift Time: 5:00 AM – 1:00 PM;
Employee called in at 3:00 AM to plow snow;
Calamity Day called by District at 5:30 AM;
Employee sent home at 7:00 AM;
Employee paid at time and a half the regular rate for hours worked from 3:00 AM until 7:00 AM;
Employee paid at regular rate for calamity day pay from 5:00 AM – 1:00 PM

Example C:

Regular Shift Time: 7:00 AM – 3:00 PM;
Calamity Day called by District at 5:30 AM;
Employee called in at 2:00 PM for sports practice and works until 6:00 PM
Employee paid at time and a half the regular rate for hours worked from 2:00 PM until 6:00 PM;
Employee paid at regular rate for calamity day pay from 7:00 AM – 3:00 PM

Example D:

Regular Shift Time: 7:00 AM – 3:00 PM, Monday through Friday;
Monday is a Holiday; employee receives 8 hours holiday pay;
Employee works Tuesday through Friday eight (8) hours per day;
Employee works Saturday shift 8:00 AM – 4:00 PM for eight (8) hours;
Employee paid at regular rate for the Monday holiday and Tuesday through Friday work hours and is paid at one and one-half times the regular rate of pay for all hours worked on Saturday.

Example E:

Regular Shift Time: 3:00 PM – 11:00 PM, Tuesday through Saturday;
Monday is a Holiday; employee receives 8 hours holiday pay;
Employee works Tuesday through Saturday eight (8) hours per day;
Employee paid at regular rate for the Monday holiday and is paid at the regular rate for the Tuesday through Saturday regular work hours.

ARTICLE 9

VACATIONS

- A. All regular non-teaching employees working on a twelve month, or if hired before July 31, 2013, an eleven month schedule shall receive vacation pay as follows:
1. Those employees who have completed one full year of service by the anniversary date of their employment shall receive two (2) weeks of paid vacation.
 2. Those twelve month employees who have completed five full years of service by the anniversary date of their employment shall receive three (3) weeks of paid vacation.
 3. Those eleven month employees hired before July 31, 2013 who have completed seven full years of service by the anniversary date of their employment shall receive three (3) weeks of paid vacation.
 4. Those twelve month employees who have completed ten full years of service by the anniversary date of their employment shall receive four (4) weeks of paid vacation.
 5. Those eleven month employees hired before July 31, 2013 who have completed twenty full years of service by the anniversary date of their employment shall receive four (4) weeks of paid vacation.

6. Those eleven month employees hired after August 1, 2013 who have completed one full year of service by the anniversary date of their employment shall receive one (1) week of paid vacation per year for the duration of their employment as an eleven-month employee.
- B. In determining prior service for the purpose of vacation, nine and ten month employees who change to twelve month or eleven month employees, shall receive credit for the prior years of nine or ten month service if their most recent date of hire is prior to January 1, 1982. All further changes to twelve month or eleven month service shall not receive credit for nine and ten month service.
- C. An employee who leaves the school system shall be reimbursed for all vacation time accrued at that time at the current per diem (daily) rate in effect, as part of their final check.
- D. Vacations shall be taken with the prior approval of the Superintendent or his/her designee at a time mutually convenient to the employee and the administration. Cleaners, custodians and/or maintenance employees will not be permitted to use in excess of one half of their available days of vacation on dates when students are scheduled to be in attendance. All vacation must be taken within the 12 months following the employee's anniversary date. It is recommended that vacation be taken in blocks of at least one week. All vacation must be applied for no later than 90 days prior to the employee's anniversary date.
- E. As used in this section, "anniversary date of their employment" means the date the employee first begins working as a regular employee in a position for which they qualify for vacation.
- F. Employees with four (4) weeks of vacation, upon request and at the discretion of the Superintendent, may substitute pay for a maximum of one (1) week of vacation per year. Where such substitution is granted to cleaners, custodial and/or maintenance employees, only one half of the remaining three weeks (a total of 7 days) may be considered for use on dates when students are in attendance according to paragraph D, above. Use of more than 7 days of vacation on student attendance dates prior to requesting payment in lieu of vacation will disqualify these employees from receiving such pay. Payment will be made through payroll within 30 days of approval by the Superintendent.

ARTICLE 10

HOLIDAYS

All regular non-teaching employees will be paid for the following holidays in compliance with R.C. 3319.087:

New Years Day	December 24 (if Christmas falls on
Martin Luther King Jr. Day	Tuesday, Wednesday,
Good Friday	Thursday, Friday or
Christmas Day	Saturday, for 52 week
Fourth of July	employees)
Memorial Day	December 31 (if New Years Day falls
Labor Day	on Tuesday, Wednesday,
Thanksgiving Day	Thursday, Friday or
Presidents Day	Saturday, for 52 week
	employees)

All regular non-teaching employees required to work on any of the above-listed holidays shall be paid one and a half times their normal rate of pay, in addition to their holiday pay for all hours worked.

The classifications of custodians (except cleaners), maintenance personnel and mechanics shall have one additional day of vacation added to their normal schedule and that day shall be used on the day after Thanksgiving. The buildings must be manned to meet the overtime schedule on Friday and Saturday and call-ins may be necessary.

For all custodial/maintenance staff required to work on Christmas Eve, Christmas Day, New Year's Eve and New Year's Day, these days only shall be paid double their normal rate of pay, in addition to their holiday pay for all hours worked. In addition, all custodial/maintenance staff required to work on the Wednesday before Thanksgiving, the Friday and/or Saturday after Thanksgiving and NEOEA Day (as long as they remain non-paid days) will receive one and a half times their regular rate of pay for all hours worked. Hours will be pre-approved and time sheets will be submitted and signed by the appropriate supervisor.

ARTICLE 11

EXAMINATIONS

The complete cost of any medical examination required by law as a condition of employment or requested by the Board shall be borne by the Board if the service is performed by a Board-approved physician or medical facility.

ARTICLE 12

FUNERAL LEAVE

Employees shall be granted leave of absence with pay for a death in the employee's immediate family or another person living in the same household. The immediate family encompasses the spouse, child, parents, brothers and sisters. A three-day absence with pay is authorized upon the death of a grandchild, grandparent, aunt, uncle, in-law, or friend, or additional time may be granted by the Superintendent or his/her designee for unusual circumstances, such as travel time. Above days will be subtracted from employee's accumulated sick leave.

ARTICLE 13

CALAMITY DAYS

All non-teaching employees shall be paid for all time lost when schools or departments for which they work are closed due to a calamity. A calamity shall be defined as any circumstance which causes the closing of the District or the closing of any school building due to emergencies such as severe weather, power outages, fire, etc. All non-teaching employees, with the exception of custodial/maintenance employees, required to work on a calamity day shall receive their normal daily rate of pay for the calamity day plus their regular rate of pay for any hours actually worked. In instances where only part of the District is closed by a calamity, only those employees affected by the closing shall be eligible for the provisions of this Article. Consistent with Article 8, all custodial/maintenance employees required to work on a calamity day will be paid time and a half their normal rate of pay for all hours actually worked in addition to their calamity day pay.

Except in situations where the calamity occurs after 5:30 a.m., the telephone notification system to notify employees of school closings shall be initiated not later than 5:30 a.m.

In the event the telephone lines are inoperative due to the weather conditions or mechanical malfunction, the 5:30 a.m. deadline shall be waived.

Bus drivers who are sent home due to a calamity day which is declared after 5:30 a.m. will be paid for one (1) hour at their regular hourly rate, in addition to their calamity day pay.

The Union shall have the opportunity to provide input into development of the contingency plan adopted annually by the Board to make up calamity days on which school is closed under R.C. 3317.01(B). If an employee has been paid for, but did not work on, a calamity day, which calamity day must subsequently be rescheduled, the employee will work the rescheduled day without additional compensation.

ARTICLE 14

SICK LEAVE

A. Crediting and Accumulation of Sick Leave

Each employee shall receive fifteen (15) days sick leave for each year while in the employ of the Board of Education which shall be credited at the rate of 1¼ days per month. Accumulation of such sick leave days shall be unlimited. Each non-teaching employee shall receive notification, on or before October 1st of each school year, as to his/her total sick leave accumulation. Five or more days of consecutive absence requires a doctor's report. For absences of 3 consecutive days, a doctor's report shall be provided if requested. Employee Absence Record forms are to be submitted on the date the employee returns to work, unless the employee is requested or he/she submits the form earlier due to a long-term illness.

Use of sick leave for family illness shall be unlimited to the extent that accumulation of sick days shall cover that time off.

Drivers and bus monitors with a scheduled midday run may use ¼ sick day if the driver/bus monitor misses only the midday run. If the driver/bus monitor misses the a.m. and midday, ½ day's sick time will be deducted. If the driver/bus monitor misses the p.m. and midday, ½ day's sick time will be deducted. If the driver/bus monitor misses the whole day, only one day of sick time will be deducted. A driver/bus monitor may only use this provision three (3) times in a school year.

B. Donation of Sick Leave

If a bargaining unit member is currently absent for 30 consecutive days or more due to a catastrophic or long term illness or accident of the bargaining unit member, his/her, spouse or dependent child, and has exhausted all of his/her accumulated sick leave, another bargaining unit member whose daily rate of pay is within a pay range of either 10% below or at/above the rate of the employee(s) in need of the donated sick leave may donate up to five (5) days of his/her accumulated sick leave to the absent bargaining unit member. The requirement of 30 consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent.

No bargaining unit member may receive more than an aggregate of thirty (30) donated sick leave days in any one school year, unless approved by the Superintendent or his/her designee.

Donation of sick days shall be initiated by a bargaining unit member on a form furnished by the Treasurer, no later than the pay period within which the sick leave of the absent bargaining unit member is exhausted.

Donated sick leave shall be added to the accumulated sick leave of the absent bargaining unit member and deducted from the donating bargaining unit member.

The Superintendent shall notify the Local President of a bargaining unit member's eligibility to receive donated sick leave.

ARTICLE 15

SICK LEAVE CONVERSION UPON RETIREMENT

All regular non-teaching employees with more than five (5) years of service with the North Royalton School District retiring in accordance with the rules and regulations of the School Employees Retirement System (SERS), State of Ohio, will receive upon application, a lump sum payment in a separate check, under the following conditions: Proper forms stating that retirement has been processed by SERS; using thirty five percent (35%) of the unused balance of accumulated sick leave, up to a maximum of two hundred fifty days (250) (maximum conversion days: 87.5 days), computed at the employee's regular daily rate being paid at time of retirement, no supplemental contracts to be included. No retirement will be deducted. Upon receipt of severance pay, the balance of the sick leave on record will be forever canceled.

In case of the death of an employee who meets the above requirements, the employee will be deemed to have taken a service retirement on the day preceding his/her death, and this lump sum payment shall be paid to her/his surviving spouse or if none, to her/his estate. Such severance payment is separate and apart from the payment of any life insurance or other benefit to which the employee may be entitled.

ARTICLE 16

PERSONAL LEAVE

Each bargaining unit member who works 9 or 10 months shall receive 2 days of non-cumulative personal leave per school year, and each bargaining unit member who works 11 or 12 months shall receive 3 days of non-cumulative personal leave per school year upon filing proper documentation, for the following specific reasons which are to be explained by the employee at the time of the request: legal, graduation, marriage (other than own), religious observance requiring abstinence from work, change of domicile, funeral or illness not covered in sick leave, travel related to personal leave request, or personal business which could not be performed at any other time than during the employee's scheduled work day. This does not preclude the Board or its designee from granting additional benefits when, in its judgment, the request is made for emergency or for extenuating reasons. With appropriate explanation, personal leave may be approved in half-day increments.

Personal leave will not be allowed in the following instances:

- a. the first week of school;
- b. the last week of school;
- c. the work day immediately prior to or following holidays included in the school calendar, vacation periods, or other days of employee non-attendance, including weekends contiguous to any of the above;
- d. inservice/meeting days as listed on school calendar;
- e. inclement weather;
- f. lack of transportation except beyond the bargaining unit member's control (outside of Ohio).
- g. employee's wedding or honeymoon days.

Note: Wedding or honeymoon days would not meet these criteria; religious holidays of the individual's faith, requiring total abstinence from work, would meet these criteria.

From May through the end of the school year, a maximum of five percent (5%) of the bargaining unit staff or within any classification may use personal leave on the same day. Additional bargaining unit members may use personal leave with the prior approval of the Superintendent or his/her designee.

Except in case of emergency, bargaining unit members shall give a minimum of forty-eight (48) hours advance notice of their intent to use personal leave. In case of emergency use of personal leave, a written application for personal leave must be filed on the first day back to work.

Prior approval for additional personal leave from the principal and the Superintendent or his/her designee is mandatory.

Unused personal leave shall automatically be converted to an employee's accumulated sick leave balance at the end of each contract year.

ARTICLE 17

LEAVE OF ABSENCE

- A. The Board of Education may grant to any employee a leave of absence without pay for a period of not more than twenty-four (24) consecutive months for education or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. Upon request, such leave may be renewed by the Board.
- B. Any employee who is pregnant, adopting a child under the age of six (6), becoming a parent, or becoming a custodial guardian of a child under the age of six (6), shall be, upon request and on the conditions set forth below, granted a parental leave of absence without pay or benefits.
1. The parental leave shall begin at any time after filing the application for leave. Such leave shall be for the remainder of that school year or for the remainder of that semester.
 2. Application for parental leave shall be in writing, and shall contain a statement of the expected date of birth or, in the case of adoption, the date of obtaining custody, the date on which the leave is to commence and the date the employee anticipates return to service.
 3. Such return date shall be the beginning of the next succeeding school year or semester unless the employee makes a mutual agreement with the Superintendent to return earlier. If an employee would like to return other than at the beginning of the next succeeding school year or semester, upon the employee's request the Superintendent or his/her designee shall meet with the employee to discuss the possible return date.
 4. Requests for leave shall be filed with the Personnel office at least thirty (30) calendar days prior to the beginning of requested leave unless (in the case of adoption or unusual conditions) it is impossible to do so. If the thirty (30) day notice cannot be given, it is the employee's responsibility to notify the Personnel office as soon as possible.
- C. When a medical or non-medical leave of absence is granted that does not exceed ninety (90) calendar days, the employee shall be returned to the same previous position held before the leave.
- D. When a medical or non-medical leave of absence is granted that exceeds ninety (90) calendar days, the employee shall be returned to the same or similar position, if available. If such position is not available, the employee shall be returned to a position for which he/she is qualified, if such position is available. If no positions are available at the expiration of leave, the employee shall be given the first available position for which

he/she is qualified. Each such leave request will be judged on its merits and return shall be made to the same or similar position whenever possible.

E. Family and Medical Leave

The Board shall provide Family and Medical Leave in accordance with federal law and its implementing regulations. Each eligible employee is entitled to up to 12 work weeks of FMLA leave in any 12-month period. The employee must substitute any of his/her accrued paid leave for Family and Medical Leave when such may be elected by the Board under federal law. The 12-month period is measured forward from the date an employee's first FMLA leave begins.

F. Jury Duty

1. Bargaining unit members called for jury duty shall notify his/her principal or supervisor and the Superintendent at the earliest possible time. Such notification should indicate the court assignment and probable duration of the duty.
2. Employees shall not lose any salary due to jury duty provided the employee submits verification of such service to the Treasurer's Office on the employee's next work day.

G. Leave for Court/Deposition Appearances

1. Employees who are compelled by subpoena to testify in a deposition or court action shall not lose any salary or pay for complying with such subpoena only in those circumstances where the administration determines that the basis for the subpoena appropriately results from or concerns matters arising out of the proper performance of the employee's duties with the District. In no case will paid leave under this provision be permitted where the employee is a plaintiff in a civil action or a defendant in a criminal action.
2. Employees seeking paid leave under this provision must first obtain the approval of Superintendent, or his/her designee, whose decision will be final and not subject to the grievance procedure. Paid leave is available under this provision only after an employee has exhausted his/her available personal leave.

H. Assault Leave

1. Employees absent from work due to a physical condition and/or serious emotional condition resulting from an unprovoked assault occurring in the course of employment with the Board shall be eligible to receive assault leave.
2. Assault leave shall be limited to a maximum amount of 20 days per incident. During such leave, employees will be maintained on full pay status.

3. Assault leave shall be granted according to the following procedures:
 - a. An employee requesting assault leave must provide a signed statement describing the factual circumstances of the assault and the nature of the physical condition and/or serious emotional condition resulting from the assault.
 - b. The employee will also provide a licensed physician's statement verifying that the physical condition and/or serious emotional condition necessitates absence from work and stating the nature of the condition(s) and indicating expected duration of the need to be absent from work.
 - c. The Board reserves the right to seek another evaluation from a licensed physician to confirm or refute a physical condition and or serious emotional condition necessitating an absence from work. Said evaluation will be conducted at the expense of the Board.
 - d. Employees requesting assault leave must agree to file a report with the appropriate police department(s) against the person or persons alleged to have been responsible for the assault and must further cooperate with the Board of Education in any investigation of the assault.
4. If an employee's assault leave is exhausted, sick leave may be utilized for any extended absences and/or an unpaid leave may be requested for medical reasons.
5. Employees required to testify as a result of the filing of criminal charges will be eligible for paid leave pursuant to paragraph G., above.
6. Falsification of any information required under this provision shall be grounds for disciplinary action, up to and including termination of employment.

ARTICLE 18

GRIEVANCE PROCEDURE

A. Grievance Definition

Grievance shall mean a claim by any classified (non-teaching) employee or a group of classified employees, that:

1. There has been a violation, misinterpretation, or misapplication of the provisions of this Negotiated Agreement.
2. There has been a violation, misinterpretation, or misapplication of the rules, regulations, administrative directives or policies of the Board.

Item Two (#2 above) grievances may be processed only through Level Two. See Section M of the procedure below.

B. Grievance Procedure Defined

A grievance procedure is defined as a method by which an individual or group of classified employees can express a complaint, problem or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels. A grievance procedure provides democratic interpretation and application of personnel policies and practices.

C. An aggrieved person is an employee eligible for membership in OAPSE, Local #231, having a grievance.

D. OAPSE, Local #231 may file a grievance to seek proper enforcement of the terms of this Agreement. Union grievances shall begin at Step 2 (Superintendent's level) of the procedure.

E. Grievance Committee

The Grievance Committee shall be a Standing Committee of OAPSE, Local #231.

F. Time Limits

The number of days indicated at each level shall be working days and shall be considered as a maximum. Every effort should be made to expedite the process. The time limits may be extended by mutual agreement of the parties concerned. If the time limits are not met by the grievant, the grievance shall be considered resolved based on the decision of the previous step. If the time limits are not met by the administrator, the grievant may proceed to the next step of the procedure.

G. Purpose of Grievance Procedure

The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances, which may from time to time arise. Both parties agree that the proceedings will be kept confidential to the extent permitted by law.

H. Degree of Limitation

Nothing contained herein shall be construed as limiting the right of any classified employee having a complaint or problem to discuss the matter informally with any appropriate member of the administration and have the grievance adjusted without intervention and/or consultation of OAPSE, provided the adjustment is not inconsistent with the terms of this Agreement.

I. Grievance Representation

OAPSE Local #231 shall designate one or more representatives for grievance procedure in each school building. Any OAPSE member may consult this representative or the Grievance Committee.

J. Disqualification from Grievance Committee

In the event that any member of the Grievance Committee is an aggrieved person, he/she shall disqualify him/herself from the committee and a substitute shall be named by the President of the local OAPSE Local.

K. Legitimacy of Grievance

Within ten (10) days of receipt of the grievance, the Grievance Committee shall decide whether or not the OAPSE member has a legitimate grievance. If the committee decides that a legitimate grievance does not exist, it must then notify the claimant. The claimant may then either request a hearing with the Grievance Committee or continue to process his/her claim without OAPSE support. If the committee decides there is a legitimate grievance, it shall immediately submit a written claim to the aggrieved person indicating the support of the OAPSE Local and offering assistance at all levels of the procedure.

L. Time Limitation

In the event that a grievance is filed just prior to or at the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible. If the grievance is not initiated within twenty (20) working days after the aggrieved party knew or should have known of the event or condition upon which it is based, the grievance shall be considered waived.

M. Levels of the Grievance Procedure

1. Level One--An employee with a grievance shall first discuss it informally with his/her immediate supervisor and/or principal either individually or together with his/her Local OAPSE representative. The grievant shall inform the Administrator at such meeting that he/she is pursuing the informal stage of the grievance procedure.

2. Level Two
 - a. In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days from the date of the Level One grievance meeting with the principal or supervisor, the employee shall refer the grievance individually or with the Grievance Committee to the Superintendent of Schools or his/her designated representative(s) on the appropriate grievance form (Appendix "B"). The grievance form must include the name of the grievant or grievants, a statement of the facts upon which the grievance is based, the specific provision(s) of the collective bargaining agreement alleged to have been violated, and the remedy or remedies being requested.

 - b. Superintendent or his/her designated representative(s) shall, within five (5) days of receipt of the grievance form, conduct a hearing concerning the grievance. The aggrieved and OAPSE Local Grievance Committee shall be notified in writing as to the time, place and date of said hearing. The hearing shall include the aggrieved person, his/her counsel, the Superintendent or his/her designated representative(s) and any others who may be needed to give information as to the claim.

Within five (5) days of the conclusion of the hearing, the Superintendent or his/her designated representative(s) shall issue his/her decision along with his/her reasons, in writing, to the aggrieved person, as to the disposition of his/her claim. A copy of this decision will be furnished by the Superintendent to the President of the local OAPSE Local, the principal and/or supervisor of the aggrieved person.

3. Level Three--If after receiving the decision of the Superintendent and/or his/her designated representative(s) the aggrieved and the Union are not satisfied with the decision of Level Two, the employee and the Union may request arbitration. Arbitration must be requested in writing within five (5) days after receipt of the written answer given by the Superintendent under Level Two of the grievance procedure.

Level Three--Arbitration

- a. Within five (5) working days after the notice requesting arbitration has been served upon the Board, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties immediately and jointly shall request the Federal Mediation and Conciliation Service to submit to them a panel of arbitrators from which the Board and the Union shall alternately strike names until one name remains and this person shall be the arbitrator.
- b. The decision of the arbitrator shall be final and binding upon the parties. The expense and fees of the arbitrator shall be paid by the party not prevailing on the grievance, in addition to any costs related to a hearing room or administrative fees for initiating a hearing.
- c. The arbitrator shall not have the power to add to, subtract from or modify this Agreement. All grievances and disputes between the parties as to the interpretation or application of this Agreement shall be subject to arbitration as herein provided. General wage scale and other economic issues as well as to the extension, renegotiation or renewal of this Agreement shall not be subject to arbitration except as provided in the procedures for negotiation.

N. Right to Legal Redress

Nothing in this Agreement shall be construed to deny the individual, OAPSE, or its representatives the right to seek redress by law. No employee shall be denied the right to legal advice and/or legal counsel in any of the levels listed above.

Right to Representation

No classified employee may be represented by any labor organization other than OAPSE in any grievance procedure initiated pursuant to this Agreement.

O. Miscellaneous

1. For the purpose of the grievance procedure, the school principal shall be the "immediate supervisor" for cafeteria employees, custodial employees, school clerical employees and educational aides within his/her school. The bus supervisor shall be the "immediate supervisor" for all bus drivers and mechanics. The maintenance supervisor shall be the "immediate supervisor" for all maintenance employees. The "immediate supervisor" for administrative clerical employees shall be the administrator for whom they perform the majority of their work.
2. A grievance may be withdrawn at any level without prejudice.

3. No reprisals of any kind shall be taken by or against any party or any participant in the grievance procedure by reason of such participation.
4. Copies of all documents, communications or records dealing with a grievance shall be furnished to all parties to a grievance. In addition, no records, documents or communications concerning a grievance shall be placed in the personnel files of any of the participants.
5. Forms for filing and processing grievances shall be cooperatively designated (by OAPSE Local and administration) and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Upon final resolution of a grievance, all materials relating to the grievance shall be placed in a separate file maintained by the Superintendent or his/her designee.
7. In order to expedite grievances common to a number of employees, they may be processed as a single grievance in the same manner as if an individual were filing the grievance. Any group grievance shall set forth the names of all persons in the group and their assignments.
8. Any employee who is not a member of the OAPSE Local is at liberty to present and settle a grievance without the intervention or representation by the OAPSE Local, provided the proper procedures are followed and the decisions are not in violation of this document.
9. Unless mutually agreed otherwise, all grievance hearings shall be held outside of the normal working hours of the grievant or grievants involved so as not to interfere with their working responsibilities. A representative of the Union may accompany and represent the grievant employee at all steps of the grievance procedure.
10. If a grievance hearing is scheduled during their normal working hours, the grievant, the OAPSE President and up to two (2) necessary witnesses will be released from their duties to attend the grievance hearing, without loss of pay.
11. If an issue of arbitrability is raised by the Board, the arbitrator shall first determine whether the grievance is arbitrable before deciding the merits of the case. Related grievances involving the same party or parties, claim(s), provision(s) and/or arising out of the same set of facts or occurrence, will be consolidated for arbitration. If the parties cannot agree on a consolidation, the first arbitrator selected will decide the issue of consolidation before deciding either arbitrability or the merits of any case.

ARTICLE 19

[RESERVED]

ARTICLE 20

CUSTODIAL/MAINTENANCE MISCELLANEOUS JOB PROVISIONS

After School Activities

When the Board determines to re-open any building for any after school (i.e., after hours, evenings and weekends) activity within the building which is scheduled to exceed three hours in duration, a custodian will be on duty. When conditions warrant, custodial employees accepting this work must be able to perform limited snow plowing/removal functions and operate snow plowing/removal equipment assigned to the building holding the after school activity. Individuals who are on the rotation for this work who cannot meet these requirements on a day when snow plowing/removal will be needed, will return to the top of the rotation list for the next available overtime/additional hours assignment. The Board will provide voluntary training opportunities for custodial staff who cannot meet these requirements.

Specialized Certificates and Licenses

All maintenance personnel and other Board approved personnel who hold a valid low pressure boiler operator's license, HVAC certification, welder certification, asbestos certification and/or pesticide certification shall receive an additional .15 cents per hour. It is the responsibility of the employee to maintain current certifications.

Substitutes

A substitute cleaning helper shall be called in for absences whenever possible.

Substitutes shall have a job description with building duties defined and each substitute is to receive a copy.

Attendance at OAPSE Local #231 Business Meetings

Night custodians or cleaners who are members of OAPSE Local #231 shall be permitted to attend all local business meetings, however, one custodian must be on duty at any building where a night custodian is ordinarily on duty, if activity is going on. Custodians will man these buildings on a rotation basis.

In buildings where activity is going on and no custodian is on duty, cleaners can attend meetings on a rotation basis leaving no less than two cleaners in the building.

In a building where no activity is going on, the person in charge shall secure the building and all members who choose can attend the meeting.

In all instances, the custodian regularly in charge shall be notified in advance and all hours shall be made up before and/or after the regular shift.

Night Shift Lock Up

In the absence of the custodian, the senior cleaning person on night shift shall be responsible for locking and securing the building. The building principal or his/her designee may, in his/her sole discretion, change this assignment.

Custodian/Maintenance Overtime/Additional Hours

Each elementary custodian shall record all overtime/additional hours worked by the custodial employees within the building and have the responsibility of distributing such time on an equal basis as possible.

The names of all high school and middle school custodians, cleaners and maintenance personnel shall appear on separate rotation lists for the high school and the middle school administered by the head high school custodian, head middle school custodian, head cleaning custodian and head maintenance person for their respective departments and/or buildings and overtime/additional hours shall be assigned in order of rotation as the need arises. In the event any employee refuses an overtime/additional hours assignment, he/she shall be considered to have worked such overtime/additional hours and shall not be eligible for overtime/additional hours again until the rotation is completed.

With the approval of the Superintendent or his/her designee, the rotation lists may be bypassed to provide for emergency overtime/additional hours or specialty skills requirements.

Cleaners' overtime/additional hours such as Saturday band competitions which are scheduled in advance, shall be assigned to the first person on the list at 9:00 p.m. on Thursday of the week the work is to be performed.

At the beginning of each school year, the list shall begin where ended the previous year.

ARTICLE 21

INSURANCE

A. Life Insurance

The Board shall provide term life insurance as follows:

1. \$50,000 for all employees who work 25 hours or more per week.
2. \$25,000 for all employees who work less than 25 hours per week.

Conversion of life insurance at the time of retirement -- if legally possible -- the employee, at the time of retirement or resignation, may convert all or part of the policy at the rate in effect for the age group at that time without having to pass a physical.

Life insurance coverage will not be maintained for employees on unpaid leaves of absence.

B. Hospitalization/Medical Coverage

1. The Board of Education shall provide Medical Mutual of Ohio Insurance, or its equivalent, either full family or single coverage as appropriate, to the bargaining unit members working at least seven (7) hours per day. The bargaining unit member may elect to receive SuperMed Plus or SuperMed Classic, the current schedules of benefits for which are set forth generally below and more fully explained and detailed in the current certificate benefits booklets, which shall serve as the authority for determining coverage issues. Effective August 1, 2013, each bargaining unit member working at least seven (7) hours per day electing to receive Board coverage will pay ten percent (10%) of the Board's cost of medical/prescription drug coverage. Effective August 1, 2014, each bargaining unit member working at least seven (7) hours per day electing to receive Board coverage will pay twelve and one-half percent (12.5%) of the Board's cost of medical/prescription drug coverage. Effective August 1, 2015, each bargaining unit member working at least seven (7) hours per day electing to receive Board coverage will pay fifteen percent (15%) of the Board's cost of medical/prescription drug coverage.

For all bargaining unit members working less than seven (7) hours per day, and hired on or before July 31, 2013, and electing to receive family medical/prescription coverage, the Board shall pay sixty percent (60%) of the complete family coverage with the employee paying forty percent (40%) of the complete family coverage. Those employees hired on or after August 1, 2013 and working at least four (4) hour but less than seven (7) hours, are eligible for family coverage and the Board shall pay sixty percent (60%) of the complete family coverage with the employee paying forty percent (40%) of the complete family coverage.

Effective August 1, 2013, all employees working less than seven hours electing to receive single coverage will pay ten percent (10%) of the Board's cost of medical/prescription drug coverage. Effective August 1, 2014, all employees working less than seven hours electing to receive single coverage will pay twelve and one-half percent (12.5%) of the Board's cost of medical/prescription drug coverage. Effective August 1, 2015, all employees working less than seven hours electing to receive single coverage will pay fifteen percent (15%) of the Board's cost of medical/prescription drug coverage.

The total monthly employee contribution for all insurance coverage (Medical and prescription drug) shall be capped at \$125 per month for family coverage and \$75 per month for single coverage. Contributions will be deducted twice per month for staff members receiving 26 paychecks per year. Any bargaining unit member who does not receive twenty-six (26) paychecks a year will pay the insurance amount as if he/she had received twenty-six (26) paychecks. The total amount owed will be evenly taken out of the paychecks he/she receives. For the bargaining unit member who receives fewer than twenty-six (26) paychecks, and does not receive a paycheck in July and August, the contribution for the months of July and August shall be added to the amount the bargaining unit member would have deducted from his/her paychecks starting at the beginning of school through June, and then this total insurance amount would be divided by the paychecks the bargaining unit member actually receives.

Employees hired on or after August 1, 2013 into a position of less than four (4) hours per day (less than twenty (20) hours per week) are not eligible for insurance benefits, including medical, prescription, dental and vision.

The enrollment period for board benefit coverage (which includes medical, prescription, dental and vision) will be between September 1st through September 21st of each school year and such coverage may not be voluntarily revoked by the employee during the plan year October 1st through September 30th unless there is a change in the employee's circumstances that would otherwise qualify such employee under IRC section 125 to change his/her election under a cafeteria plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). In the absence of a qualifying event, a covered employee will not be permitted to voluntarily opt out of the program until the end of the plan year and those employees who are not covered may become covered employees only during the aforementioned enrollment period. Employees hired on or after August 1, 2013 into a position of less than four (4) hours per day (less than twenty (20) hours per week) are not eligible for insurance benefits, including medical, prescription, dental and vision.

2. Prescription Drug Coverage

The Board will provide prescription drug coverage as follows for those in the SuperMed Plus plan:

Retail – 34 day supply

Generic co-payment - \$8.00

Name-brand with no generic drug equivalent co-payment - \$15.00

Name-brand with available generic drug equivalent co-payment (regardless of dispense as written, DAW) - \$30.00

Mail order (90 day supply) – the 90-day supply shall be twice the monthly retail co-payment (\$16, \$30, \$60)

The SuperMed Classic plan includes prescription drug coverage under the Supplemental Major Medical (SMM) portion of the benefits. As with any other covered SMM benefit, it is covered at 80% after a \$100 single or \$200 family deductible. (See plan certificate for complete details).

3. Any employee on sick leave will continue to be covered by the hospitalization coverage.
4. An employee on a Board approved leave of absence shall be responsible for all insurance payments for that period of absence.
5. Those employees working less than twelve (12) months per year will be provided with hospitalization coverage during the period they are not working. Payments for the employee share of premium costs must be made promptly per the schedule developed by the Treasurer. Penalties may be imposed for late payment.
6. Major Medical Coverage as currently provided or any improved form of coverage shall be provided as part of the medical coverage with payment of the total medical package to be in accordance with the provisions listed herein.
7. Any decrease in hours caused by Board action shall not affect the amount of contribution by the Board or reduce the employee's medical benefits. This excludes transportation employees whose schedules change year to year based on route hours.
8. If both wife and husband are employed by the Board in any capacity in which both are entitled to receive Board paid family coverage insurance, only family coverage shall be provided to only one spouse.
9. The spouse of any bargaining unit member who is employed outside the district and whose employer provides paid insurance available to such spouse shall be required to accept coverage for him/herself under that insurance. Failure to do so shall result in the Board paying the premium for only single coverage for the bargaining unit member. Information relating to spousal coverage is required to be reported on Board-provided forms.

10. Effective August 1, 2013, the SuperMed Classic plan will not be available for any classified staff member not presently enrolled in the plan. Staff members presently enrolled in SuperMed Classic and electing to remain on the SuperMed Classic plan will, in addition to the above stated contribution percentages, be required to pay the difference in the premium cost of that plan and the SuperMed Plus plan. For those staff members continuing on the SuperMed Classic plan, the Board shall provide major medical insurance of \$1,000,000 family and single coverage for all regularly employed bargaining unit members with a deductible of \$100 single, \$200 family and Medical Mutual of Ohio pays 80% of the next \$2,500 single, \$5,000 family major medical expenses which means a member's maximum out-of-pocket expenses (deductible and co-insurance) is \$500 single, \$1,000 family.

11. Employees Duties and Incentive

Each bargaining unit member, upon receipt of any statement from a health care provider which is submitted for payment under any insurance provided by the Board under this Agreement, shall have the obligation to review such statement for accuracy and to satisfy him/herself that all services charged were actually received. If a bargaining unit member identifies an overcharge and/or inappropriate charge, which is subsequently rebated by the health care provider, that bargaining unit member shall receive a reward equal to ½ the dollar amount recovered, up to a maximum of \$500.

C. Spousal Coverage

1. Effective August 1, 2013, if an employee's spouse is eligible to participate, as a current employee or in their current enterprise or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer, enterprise, or any public or private retirement plan, the spouse is not eligible to enroll for coverage under the North Royalton medical/prescription drug plan unless he/she enrolls in such other group insurance coverage.
2. The requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance. This requirement does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.
3. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payer of benefits and the coverage sponsored by the Board will become the secondary payer of benefits. In other words, as secondary payer, the North Royalton medical/prescription plan will cover eligible expenses not covered by the primary coverage of the spouse.
4. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, or any public or private retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board. Note: If a spouse's only option is a "high deductible

health care plan" ("HDHP") that is qualified to be used in conjunction with a Health Savings Account (HSA), then the spouse will be granted a waiver to stay on the North Royalton plan without taking the HDHP coverage. But the waiver is available only if the HDHP is the ONLY plan offered to the spouse.

5. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverage sponsored by the Board.
6. An employee who submits false information or fails to timely advise the Plan of a change in his/her spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and prescription drug insurance, and such false information, or such failure by results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board. Any amount to be reimbursed by the offending employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the plan. If an employee submits false information, he/she may be subject to disciplinary action up to and including termination of employment.
7. The Board will reimburse the employee whose spouse is required, under the program, to obtain her/his own medical insurance up to \$125 per month for the expense incurred by the spouse in obtaining such coverage. The spouse shall provide appropriate evidence, through pay stubs or other documentation, of her/his payment of monies to secure single coverage from her/his employer, retirement provider, or another source.

D. Vision Insurance

The Board shall provide through a carrier licensed by the State of Ohio, vision insurance protection equal to or exceeding the present vision plan. The following pro-ration shall apply:

Employees working 1300-2080 hours per year -- 100% paid by Board family or single as appropriate

Employees working 1000-1299 hours per year -- 75% paid by Board

Employees working 750-999 hours per year -- 50% paid by Board if hired before August 1st 2013.

Employees working 769- 999 hours per year—50% paid by Board if hired on or after August 1st 2013.

Employees hired on or after August 1, 2013 into a position of less than four (4) hours per day (less than twenty (20) hours per week) are not eligible to receive vision insurance.

The present Vision Plan shall remain in effect for the duration of the term of this Agreement-with the following increases:

Frames	\$20.00
Contact Lenses	In lieu of all other benefits for the benefit period
Necessary	\$150.00
Cosmetic	\$100.00

Low Vision

This additional coverage is designed to provide supplemental testing and a therapy program for individuals whose eyesight cannot be corrected to 20/70 with the use of spectacle lenses, but who do not meet the acuity requirement of 20/200 which has been established to classify a person as being legally blind. The therapy program can include Low Vision prescription services, evaluations, training, plus optical and non-optical aids.

The plan will pay 75% of the cost of an approved treatment plan with the patient paying 25%. The total maximum lifetime benefit is \$1,000 and includes any payment for approved Supplemental Testing.

E. Dental Insurance

The Board shall provide through a carrier licensed by the State of Ohio, dental insurance protection equal to or exceeding the present Dental Insurance Plan for the duration of the term of this Agreement. The following pro-ration shall apply:

Employees working 1300-2080 hours per year -- 100% paid by Board

Employees working 1000-1299 hours per year -- 75% paid by Board

Employees working 999 hours per year or less -- Not eligible

F. Benefit Continuation

Should an employee be reduced in hours due to reduction in force, all insurance benefits shall continue at the level for which the employee was eligible prior to reduction in force.

G. Change in Carrier(s)

The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided by the present

carrier(s) as of the effective date of this Agreement. The Board shall provide to the OAPSE President one (1) copy of each signed contract and policy entered into between the Board and the insurance company(ies) which provide the benefits specified in this Agreement. Copies of existing contracts shall be provided to the Union within one (1) week of ratification of this Agreement by both parties. The Union shall be notified thirty (30) days in advance of any proposed change in carrier(s) and shall be provided copies of any contracts subsequently entered into by the Board within one (1) week after they are received by the Board.

H. Insurance Study Committee

1. An Insurance Study Committee shall be created, comprised of four members appointed by the Union and four members appointed by the Superintendent.
2. The Insurance Study Committee shall conduct ongoing reviews of health and major medical insurance regarding costs versus benefits, experience (usage), rates, and alternative insurance concepts, plans, carriers, etc.
3. The Insurance Study Committee shall have the authority to recommend, by a majority vote, to the Union and Board changes in the nature and extent of the insurance programs, coverages, deductibles, etc., including the insurance company and/or plan administrator for the plan. No change shall become effective until approved by both the Union and the Board.
4. The Insurance Study Committee shall meet on an as-needed basis. Meetings may be called by either side.

I. Opt out Provision

Any bargaining unit member currently covered under either the single or family coverage of the school district's health insurance plan, who declares in writing to the Treasurer that he/she is covered under another insurance plan and elects not to be covered by the Board plan for the entire year may opt out of the Board plan and shall be paid \$1,500.00 (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance).

J. Payment in Lieu of Insurance Coverage – Procedure

1. This opt-out amount, less applicable payroll deductions, will be paid to eligible and qualifying individuals with the first pay in October the following year.
2. In order to elect this option and receive this additional compensation, an employee must have on file a form indicating his/her election. Once this election is made, it shall remain in effect and the employee shall not be entitled to receive the Board health care coverage that s/he elected not to receive for the duration of the one-year period, unless there is a qualifying event as described in paragraph 5., below.

3. For current employees with election forms already on file, no further action will be required in order to receive the in-lieu of payment. Current employees not presently participating in the opt-out payment may enroll during the open enrollment period (September 1st – September 21st each school year) by completing, signing and filing a form indicating this election with the Treasurer of the Board. Failure of current employees not already participating in the in-lieu of payment program to submit the required form by the designated date (end of business on the third Friday in September) shall result in a disqualification from payment of the opt-out amount.
4. New hires will be provided with an opportunity to participate on a prorated basis in accordance with the procedures set forth in Article 21, Paragraph K. 2., i.e., each employee hired after September 15th may enroll in the in-lieu of payment plan within his/her first sixty (60) days of employment and during his/her first year of employment only, and the in-lieu of payment will be prorated from the date of hire through September 30th of the contract year. The Board will provide new hires with appropriate information and forms as a part of the initial employment process.
5. Employees who are enrolled in the opt-out payment plan may opt back into Board-provided insurance coverage status only if there is a change in the employee's circumstances that, in accordance with IRC Section 125 regulations, permits the employee to change his/her election under that plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law).
6. If an employee selects payment in lieu of insurance as provided above, but leaves active pay status at any point prior to the end of the contract year, the employee will be paid a pro-rated amount based upon the proportional amount of time he/she was in active pay status for the contract year.
7. It is mutually understood that employees interested in signing up for the "opt-out" payment must come to the Board and request proper forms, no forms will be sent out on an annual basis.
8. If both wife and husband are employed by the Board in any capacity in which both are entitled to receive Board paid family coverage, only family coverage shall be provided to only one spouse. The other spouse shall qualify for payment in lieu of coverage.

K. Section 125 Plan ("Cafeteria Plan")

1. The Board has established a "Cafeteria Plan" that is designed to (a) allow employees who must make employee contributions for health care coverage to elect to do on a pre-tax basis, (b) allow employees to elect to receive additional

cash in lieu of Board paid health care coverage (as agreed to by the Board and the Association.), and (c) allow employees to elect to participate in the dependent care and medical care flexible spending accounts (“FSAs”) described in paragraph 3 below. In accordance with the foregoing, the Payment in Lieu of Insurance Coverage (Article 21.J.) provisions of this Agreement shall be made through the Cafeteria Plan.

2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code (“IRC”) Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted at least ten (10) business days before the beginning of the plan year (October 1st through September 30th). Each employee hired after September 15th may enroll in the Section 125 Plan within his/her first sixty (60) days of employment and during his/her first year of employment only, the Section 125 Plan year will begin the first of the month following the employee's first sixty (60) days of employment and will end on the following September 30th. The Section 125 Plan may not be revoked during the current plan year (October 1st through September 30th) unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph 5 below (Forfeiture of Unused Allocations). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

3. Dependent Care FSA

- a. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax “salary reduction” election up to the maximum amount allowable under IRC Section 129 (currently \$5000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
- b. The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.
- c. No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

4. Health Care FSA

- a. Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax “salary reduction” election up to a maximum amount of \$4,000 per year (exclusive of any employee contributions for health coverage), and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical

expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.

- b. The salary reduction shall be made in eighteen (18) equal installments beginning with the last pay in October.

5. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

- 6. The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator. Any administrative costs associated with a third party administrator will be offset by a service fee of \$1.00 per pay per participating employee.

SHC – North Royalton Schools
 SuperMed Classic Base Coverage With
 Supplemental Major Medical
 Effective 8/1/2013
 (Non Grandfathered)

Base Benefits	Network Facility / Any Professional Provider	Non-Network Facility
Benefit Period	January 1 st through December 31 st	
Dependent Age	26; Removal upon Birth Date	
Pre-Existing Condition Waiting Period	Does Not Apply	
Base Coinsurance	100%	80%
Base Coinsurance Out-of-Pocket Maximum – Single/Family	None	\$2,500 / \$5,000
Preventive Services		
Preventive Services, in accordance with state and federal law³	100%	80%
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	80%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	80%
Routine Mammogram (One per benefit period)	100%	80%
Routine PAP (One per benefit period)	100%	80%
Routine EKG, Chest X-ray (One each per benefit period)	100%	80%
Routine Colonoscopy / Sigmoidoscopy	100%	80%
Outpatient Services		
Surgical Services	100%	80%
Diagnostic Services	100%	80%
Physical Therapy / Chiropractic Services (10 visits, then requires Medical Review)	100%	80%
Occupational Therapy	Not Covered	
Cardiac Rehabilitation	100%	80%
Chemotherapy	100%	80%
Radiation Therapy	100%	80%
Dialysis	100%	80%
Respiratory Therapy	100%	80%
Accident Emergency (For services received within 72 hours of the accident)	100%	
Inpatient Facility		
Semi-Private Room and Board – Including Ancillaries (120 days per in-hospital benefit period; Limit is combined with Inpatient Mental Health and Substance Abuse) ¹	100%	80%
Inpatient Medical Care Visits (120 visits per in-hospital benefit period) ¹	100%	
Inpatient Consultation	100%	
Maternity	100%	80%
Physical Therapy	100%	80%
Speech Therapy	100%	80%
Occupational Therapy	100%	80%
Cardiac Rehabilitation	100%	80%

Base Benefits	Network Facility/ Any Professional Provider	Non-Network Facility
Additional Services		
Home Health Services	100%	80%
Hospice Services	100%	80%
Organ Transplant Services	100%	80%
Mental Health and Substance Abuse- Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Supplemental Major Medical Benefits		
Blood Pint Deductible	2 pints	
Overall Benefit Period Maximum	Does Not Apply	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family ²	\$100 / \$200	
Coinsurance Out-of-Pocket Maximum – Single/Family	\$500 / \$1,000	
Physician/Office Services		
Office Visit (Illness/Injury)	80% after deductible	
Urgent Care	80% after deductible	
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine, and tetanus-diphtheria are covered services)	80% after deductible	
Allergy Testing and Treatments	80% after deductible	
Outpatient Services		
Emergency use of an Emergency Room (Accident and Medical Emergency)	\$50 Copay, then 80%	
Non-Emergency use of an Emergency Room	\$50 Copay, then 80%	
Speech Therapy – Facility and Professional (10 visits, then Medical Review approval)	80% after deductible	
Inpatient Facility		
Semi-Private Room and Board – Including Ancillaries	80% after deductible	
Inpatient Medical Care Visits	80% after deductible	
Skilled Nursing Facility	80% after deductible	
Additional Services		
Ambulance	80% after deductible	
Durable Medical Equipment	80% after deductible	
Private Duty Nursing	80% after deductible	
Supplemental Major Medical Benefits		
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹An in-hospital benefit period is a period of time beginning when the member enters a hospital and ending when he/she has been out for 90 consecutive days.

²Maximum family deductible. Member deductible is the same as single deductible.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

**SHC – North Royalton
SuperMed Plus
Section 206
Effective 8/01/2013
(Non-Grandfathered)**

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26; Removal upon End of Month	
Pre-Existing Condition Waiting Period	Does Not Apply	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does not Apply	
Benefit Period Deductible – Single/Family	None	None
Inpatient Deductible per Admission – Single/Family	None	\$250 per admission, to a family maximum of \$750 per benefit period
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	None
Physician/Office Services		
Office Visit (Illness/Injury) ¹	\$20 copay, then 100%	\$20 copay, then 70%
Urgent Care Office Visit ¹	\$20 copay, then 100%	\$20 copay, then 70%
All Immunizations	100%	Not Covered
Allergy Testing and Treatments	100%	70% - Inpatient Not Covered – Outpatient
Preventive Services		
Preventive Services, in accordance with state and federal law³	100%	70%
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	70%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	70%
Routine Mammogram (One per benefit period)	100%	100%
Routine Pap Test (One per benefit period)	100%	100%
Routine EKG, Chest X-Ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis	100%	100%
Routine Colonoscopy / Sigmoidoscopy	100%	100%
Outpatient Services		
Surgical Services	100%	70%
Diagnostic Services	100%	100%
Physical & Occupational Therapy & Chiropractic (20 visits combined per benefit period)	\$20 copay, then 100%	\$20 copay, then 70%
Speech Therapy (10 visits per benefit period)	\$20 copay, then 100%	\$20 copay, then 80%
Cardiac Rehabilitation	100%	70%
Emergency Use of an Emergency Room	\$50 Copay, then 100%	
Non-Emergency use of an Emergency Room ²	\$50 Copay, then 100%	\$50 copay, then 70%

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100%	70% after \$250 per admission Inpatient Deductible
Professional Services	100%	70%
Maternity (Facility)	100%	70% after \$250 per admission Inpatient Deductible
Maternity (Professional)	100%	70%
Skilled Nursing Facility (100 days per benefit period)	100%	70% after \$250 per admission Inpatient Deductible
Organ Transplants (One transplant per organ per lifetime)	100%	NOT COVERED
Additional Services		
Ambulance	\$25 copay, then 100%	\$25 copay, then 70%
Durable Medical Equipment	100%	70%
Elective Abortion (One per benefit period)	100%	70%
Health Education and Training	100%	NOT COVERED
Home Healthcare	100%	NOT COVERED
Hospice	100%	NOT COVERED
Private Duty Nursing	NOT COVERED	NOT COVERED
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹ The office visit copay applies to the cost of the office visit only.

² Copay waived if admitted. The copay applies to room charges only.

³ Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

ARTICLE 22

[RESERVED]

ARTICLE 23

DRIVER MISCELLANEOUS

- A. Those drivers with experience gained outside the system will be given credit up to a total of three (3) years. A year's driving experience is to be considered at least one hundred twenty (120) days of driving gained in one school year. In determining the number of days for salary schedule credit, the days absent over and above authorized sick leave and personal business days will be deducted from the school days during the school year covering the time the driver was under contract.
- B. The Board shall pay the full cost of any copies of a driver's driving record provided by the Bureau of Motor Vehicles in Columbus as a condition of employment to drive for the school district.
- C. Up to one year credit on the salary scale may be granted for truck driving experience in trucks of 2½ tons or larger, subject to evaluation and recommendation by the administration and approval of the Board of Education.
- D. Seniority Bidding
 - 1. All regular and special needs bus runs shall be posted for bids on the same day prior to the opening of school. All A.M. and P.M. vocational, preschool, parochial and kindergarten runs will be incorporated with the regular and special needs runs. During bidding of the regular routes, all mid-day routes will be posted separately for bidding. Bidding for mid-day routes will begin with the most senior driver and continue through to the least senior driver until all mid-day runs are bid. In the event a senior driver is able to bid on more than one midday run due to their schedule, the multiple midday runs must not overlap and must be determined to be feasible by the Transportation Supervisor. In the event there are no volunteers, any mid-day Friday kindergarten routes which remain open after bidding may be assigned by the transportation supervisor to other regular routes or to a substitute driver.
 - 2. Bus runs shall be listed according to bus number, capacity and approximate time. Reasonable efforts will be made to provide maps with routes outlined on or before the date selected for bidding. The Transportation Supervisor will provide and post an updated listing of hours and routes, including mid-day routes, in the drivers lounge area prior to the initiation of the bidding process. Should routes be added

on the date designated for bidding at any time following the first route being bid, the added route will be posted and offered in order of seniority until all routes are filled through the bidding process.

3. Drivers will choose runs according to job classification seniority. In the event that a driver is unable to choose in his/her turn due to vacation or sickness, the driver shall authorize a substitute to pick by proxy for the absent driver. However, drivers unable to successfully pass their physical examination prior to the date of bidding on runs may select by proxy only if medical verification is provided that he/she will be able to assume driving duties no later than October 15th.
4. If after initial bids are accepted a new run is created, or a run becomes available because of a driver's termination of employment, such run shall be posted for a period of 5 days and bid in accordance with the above bid procedure.
 - a. When bidding the original vacant run, no more than three (3) resulting open runs may be re-bid in the process, with the fourth run to be filled with a substitute driver for the remainder of the school year.
 - b. If a run becomes vacant because of a driver's termination of employment after April 1, the run will be filled with a substitute bus driver for the remainder of the school year.
 - c. Nothing contained in this section changes any part of the implementation of section D. 10. of this article concerning special needs runs which provides that a driver bidding on a special needs run retains that run for the duration of the year and is therefore ineligible for any re-bidding process set forth above.
 - d. For the purpose of this article, "termination of employment" means any separation of employment from the Board of Education.

If after initial bids are accepted a particular run is lengthened or shortened to meet the needs of the District, such run will not be rebid for the balance of that school year; however, if the run is shortened the driver shall be paid no less than the amount for the run as originally bid. If at any time, any route is lengthened to meet the needs of the District in excess of fifteen (15) minutes; such route will be re-posted and re-bid in accordance with the bid procedures set forth above.

5. After an assignment has been accepted, if additional runs are added which result in the assignment extending beyond 2 hours in the morning or 2 hours in the afternoon, all time beyond the minimums will be paid. After all bus routes have been bid, if additional buses are added which result in new routes, such new routes will be offered to all drivers and bid in accordance with the above bid procedure (Article 23, Paragraph D, 4)
6. All buses must be kept in good driving condition and shall be inspected prior to the opening of school. No driver shall be requested to drive an unsafe bus.

7. Following the October "adjustment," bid routes shall remain in effect when feasible for the balance of the school year, except where the best interests of students may be served by switching routes, for example in circumstances where excessive and/or unnecessary drive time for children can be eliminated. In such cases, no driver will lose any route time.
8. Drivers request for assignment of buses and runs based on special need will be considered, consistent with applicable state and federal laws. Drivers whose requests have been denied by the Transportation Supervisor, may appeal such decisions by written request to the Superintendent/designee. The decision of the Superintendent/designee shall be final and the right to assign buses to the routes shall remain the sole and exclusive right of the administration.
9. Contract drivers will be considered for any route or extra trip involving the transporting of pupils in a Board owned school bus before allowing anyone else to drive.
10. Special Needs Run. Driving hours required for this run may be periodically changed (longer or shorter) during the school year as circumstances change. The driver successfully bidding this run will retain the run for the duration of the year, provided however, that at any time during the year, if the supervisor of transportation determines that the driver is not able to satisfactorily handle the special considerations involved in this run, such driver may be removed by the supervisor of transportation after consultation with OAPSE. In this event, the supervisor of transportation shall designate a driver (from the existing staff), with the consent of that driver, to drive the special needs run for the balance of that school year, and the driver removed from the special needs run shall drive the route of the driver moved to the special needs run.
11. Midday routes which become open as the result of the long term absence of the regular driver (i.e., those extending or expected to extend beyond 10 days) will be bid and filled for the duration of the absence.
12. During High School Exams (three days in January and three days in June), High School Senior Portfolio Day and on any early release days, and/or when weather conditions are determined by the Superintendent to require an altered transportation schedule, drivers may be required to adjust their route times to meet the transportation needs of the District, including transportation of private school students, as determined by the Board. Drivers affected by such adjustments shall not lose time or pay.

E. Suspension for Moving Violation Points

Any driver shall be suspended without pay if he/she accumulates more than six (6) moving violation points under the provisions of R.C. 4507.021. This suspension shall remain in effect so long as such driver has more than six (6) moving violation points charged against him/her. If a driver is convicted of driving while under the influence of alcohol or drugs, he/she shall automatically be suspended without pay until evidence is presented indicating rehabilitation measures have been successfully completed, license has been restored, moving violation points have been reduced to four (4) or less, and the District is able to provide the bus driver insurance coverage through its regular fleet insurer. Any driver who has been twice convicted of driving under the influence of alcohol and/or drugs shall forfeit the right to be restored to employment.

F. Drug and Alcohol Testing:

1. Before performing an alcohol or drug test under federal law or this provision of the collective bargaining agreement, the Board shall notify the covered employee that the alcohol or drug test is required by federal law and this provision of the collective bargaining agreement.
2. Covered employees are prohibited from reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater, or being under the influence of a prohibited drug. If the Board learns of a covered employee having an alcohol concentration of 0.04 or greater, or being under the influence of a prohibited drug, the Board shall order the employee to cease performing his/her duties, and shall institute termination proceedings.
3. Reporting for duty or performing one's duty while under the influence of alcohol (i.e. having an alcohol concentration of 0.04 or greater) or a prohibited drug shall result in proceedings for termination.
4. No covered employee may use alcohol or a prohibited drug while performing his/her duties.
5. Covered employees are prohibited from using alcohol within (4) hours prior to performing their duties.
6. Covered employees shall submit to the following:
 - a. a pre-employment alcohol or drug testing;
 - b. a post-accident alcohol and/or drug testing;
 - c. random alcohol and/or drug testing;

- d. reasonable suspicion alcohol and/or drug testing; or
- e. follow-up alcohol and/or drug testing.

Any employee who refuses to submit to the above identified tests shall be prohibited from performing or continuing to perform his/her duties, and shall be subject to termination proceedings.

7. Post-accident testing:

- a. As soon as practicable following an accident involving loss of human life and/or if the employee received a citation under State or local law for a moving traffic violation arising from the accident, any covered employee on duty on the bus/school vehicle at the time of the accident, shall be tested for drugs and alcohol. The Board shall also test any other covered employee whose performance could have contributed to the accident, as determined by the Board using the best information available at the time of the decision.
- b. In all other accidents not involving the loss of human life, the employer shall test each covered employee on duty on the bus/school vehicle at the time of the accident, unless the Board determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident.

The alcohol tests shall be administered within two hours of the accident or as soon as practicable, but in no case less than eight hours after the incident.

A covered employee required to take a post-accident alcohol test shall not use alcohol for eight hours following the accident or until he/she undergoes the post-accident alcohol test, whichever occurs first.

A covered employee shall be tested for drugs as soon as practicable and within 32 hours of the accident.

If a covered employee who is subject to post-accident testing fails to remain readily available for such testing, including notifying the employer of his/her location if he/she leaves the scene of the accident prior to submission of such test, he/she shall be deemed to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following any accident or to prohibit a covered employee from leaving the scene of an accident

for a period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

8. Random Testing: Covered employees are subject to random unannounced alcohol and drug testing.
 - a. Alcohol: Minimum annual percentage rate for random alcohol testing shall be 25% of covered employees or such other number as is published in the Federal Register annually.
 - b. Drugs: The number of covered employees randomly selected for drug testing during the calendar year shall be equal to a minimum annual percentage rate of 50% of the total number of covered employees subject to drug testing under this provision.

The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. Under the selection process used, each covered employee shall have an equal chance of being tested each time selections are made. The Board shall insure that random alcohol and drug tests conducted under this provision are unannounced and that the dates for administering the random tests are spread reasonably throughout the calendar year.

Each covered employee who is notified of selection for random alcohol testing shall proceed to the test site immediately, or as soon as possible after completing his/her assigned duties. Random tests shall occur either before an employee performs his/her duties or immediately following the conclusion of his/her duties.

9. Reasonable Suspicion Testing: A covered employee who the Board has a reasonable suspicion to believe has violated these provisions (i.e. is either under the influence of alcohol or a prohibited drug) shall submit to an alcohol and/or drug test upon the Board's request. A test under this provision shall only be required if the Board's reasonable suspicion occurs either during, just preceding, or just after the period of the work day when the covered employee is required to be in compliance with this provision.
10. Follow-up Testing: After it is disclosed, discovered or determined that a covered employee is in need of or has in fact received assistance/treatment in resolving alcohol or substance abuse problems, the Board shall insure that the employee is subject to unannounced alcohol and/or drug testing. Such testing shall not exceed 60 months from the date of initial disclosure, discovery or determination.

Such follow-up testing shall be conducted when the employee is performing, has just finished performing, or just prior to performing his/her duties.

11. Covered employees shall receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms which may indicate prohibited drug use.
 12. When administering a drug test the Board shall ensure that the following drugs are tested for: (1) Marijuana (2) Cocaine (3) Opiates (4) Amphetamines and (5) Phencyclidine.
 13. Covered employees is defined as employees involved in safety-sensitive work (bus drivers and bus mechanics).
 14. Any covered employee who alters or attempts to alter alcohol and/or drug testing results shall be subject to termination proceedings.
 15. Alcohol and drug test results shall be protected as confidential medical records as appropriate under the Americans with Disabilities Act.
- G. At any time, upon request of the supervisor of transportation, a driver shall present his/her driver's license for inspection.

ARTICLE 24

DRIVER PROVISIONS, PROCEDURES FOR ASSIGNMENT OF FIELD AND EXTRA DUTY TRIPS

- A.
1. A driver's seniority is determined by the date of the Board meeting at which he/she is employed as a driver should more than one driver be employed on the same day, seniority will be determined as of the date the driver signed his/her contract of employment; and then by the date of his/her application for employment. Current seniority list stands as presently established. New drivers will not be added to a list until they have driven for a period of 90 working days, except in cases of emergency (at which point they shall be added to the seniority list as of the date determined in this paragraph.)
 2. All field trip and regular run assignments shall be made from up-to-date posted seniority lists of all regularly assigned drivers.
 3. All full-time bus drivers shall be offered field trips by seniority on a rotation basis. Only one seniority roster board will be posted. The seniority roster board will be used for all field trips (regular field trips, summer field trips of less than 7 hours, summer field trips of 7 or more hours, graduation trips, athletic field trips,

and all others). The seniority board will be in a seniority rotation basis and only indicate the beginning and ending dates of field trip bidding. The field trip bidding for the following week will begin with the first person below that ending date. The Supervisor of Transportation or his/her designee will mark the appropriate date on the seniority board. The Supervisor of Transportation or his/her designee shall update the board daily.

4. All field trips shall be posted no later than 2:00 p.m. on Wednesday and the bids shall be held on the next work day, Thursday at 9:15 a.m. in the drivers' lounge. The Transportation Supervisor or designee is not required to accept proxies that are not submitted at least one (1) minute prior to bidding. All regular bus drivers available for the scheduled field trip times will have the opportunity to bid on the field trips. Drivers must be present in the drivers' lounge (or have submitted to the Supervisor of Transportation by that time a written proxy designating in order of preference their choice of field trips) to bid in seniority order on the field trip. When no regular bus driver bids on a field trip or is not available for the field trip, a substitute driver will be used. To be "available" the regular bus driver must be able to meet the departure and return times following his/her last scheduled school or the last student drop off. The trip is complete when the driver returns the bus to storage or arrives at the destination for his/her next driving assignment. If after the field trip bidding has concluded, a trip or trips remain unfilled, regular drivers who are available may submit bids for such trips, by proxy, before 9:00 a.m. of the work day following the original bidding. Thereafter, any trips remaining unfilled may be assigned to a substitute. If a field trip is scheduled before 9:30 a.m. and a regular bus driver is available, he/she may bid on it before it is offered to a substitute bus driver. Field trips that are received and scheduled after bidding on Thursday at 9:15 a.m. will be offered to the first person below the ending date of the last person to bid on the bid date and continue until the open field trips are filled, as set forth above.
 - a. When the Supervisor of Transportation receives notice of needed field trips with more than 24 hours notice, but the trip is scheduled for a date and time prior to the next weekly bidding of trips, he/she will separately "cluster" those trips on a list containing all such known trips. All regular bus drivers available for these scheduled late notice field trips will have the opportunity to bid these trips by providing either a written or verbal proxy over the school district's bus communication system for the awarding of same or have provided the Supervisor of Transportation with a written proxy designating in order of preference, their choice of field trips. Trips will then be awarded by seniority in the same fashion as all other field trips.
5. Regular daily assignments have top priority. Field trip assignments will not be offered to the regular drivers when the time of trip interferes with the driver's regular assigned run/s.

Substitute drivers may be used for field or extra trip duty assignments when all regular drivers on the rotation list are unavailable due to conflict with their regular daily assignment.

6. Upon return to the bus compound, a substitute is also responsible for the fueling and interior cleanliness of the bus he/she is assigned to drive.
7. Substitution of a driver who cannot make a trip at the last minute can only be made by the Supervisor of Transportation or the Superintendent or his/her designee. Any driver requested to take a trip for an absent driver without notice of at least 24 hours may refuse such trip and the refusal shall not be charged to the rotation. Any trip accepted with less than 24 hours notice, shall not be charged to the rotation. This shall include any last minute trips which a driver is asked to drive.
 - a. When the Supervisor of Transportation receives notice on needed field trips with less than 24 hours notice, he will separately "cluster" those trips on a list containing all such known trips by 8:30 a.m. All regular bus drivers available for the scheduled late notice field trips will have the opportunity to bid these trips by providing either a written or verbal proxy over the school district's bus communication system for the awarding of same or have provided the Supervisor of Transportation with a written proxy designating in order of preference, their choice of field trips. Trips will then be awarded by seniority in the same fashion as all other field trips.
 - b. For those trips that are received by the Supervisor of Transportation following the 8:30 bidding but in need of assignment for that day will similarly be "clustered" on a list as soon as possible for additional bidding when practical. In emergency circumstances, however, the parties recognize that time may prevent the use of seniority bidding and that the Supervisor of Transportation, in those instances only, is not limited in his authority to assign these trips without recourse by OAPSE or any driver. Volunteers and/or substitutes will be considered in these circumstances before an involuntary assignment is made.
8. Unless otherwise designated by the Supervisor of Transportation, drivers will use their regularly assigned vehicles on extra trips. In the event another vehicle is assigned, the driver must fill it with fuel upon his/her return; or, if the fuel pump is closed, leave a note advising the regular driver that the tank needs to be filled. Interior cleanup of the bus is required of any driver who uses another vehicle. If the interior cleanup and/or refueling of the bus is not completed as required, a driver will not be paid the 15 minute fuel/cleanup time.

9. In the event that any field trip is canceled without prior notice, a minimum of one hour shall be paid to the driver assigned and the driver will have first option to bid the first Thursday following the cancellation either by proxy or in the drivers' lounge at 9:15 a.m. for a make-up trip. If more than one trip has been cancelled, the order of pick shall begin with the first of the numbered trips cancelled until all cancelled trips have been filled. If a trip is cancelled with prior notice, the same bidding procedure shall apply with the exception of the minimum one hour pay. The bidding shall then continue with the first person below the ending date prior to filling cancellations and continue until the open trips are filled, as set forth above.

10. Except for pick up/drop off field trips and intradistrict field trips, once a field trip has begun, the driver will be paid for a minimum of 3 hours, and will be considered to have completed the assignment. Actual driving time will be calculated to the nearest quarter hour as set forth in Paragraph F. For pick up/drop off field trips and intradistrict field trips, drivers will be paid for their actual time worked at their regular rate.
 - a. Pickup/drop off is defined as any field trip in which a driver picks up a group of students at a designated school, takes them to their destination and the driver is then able to leave until a later time (which is either agreed on in advance or after receiving a phone call). At that time the driver then returns to the destination, picks up the students and brings them back to their original school. A driver is paid for their actual driving time at the driver's rate of pay for this type of field trip.

 - b. Drop Off only is defined as any field trip in which the driver picks up a group of students at a designated school, takes them to their destination and leaves them their with no return trip to pick them back up (i.e., where the pupil activity director/staff member has made prior arrangements for the students return). This trip is complete when the driver returns the bus to storage or arrives at the destination for his/her next driving assignment. For these trips, the driver will be paid based upon whether the trip is an intradistrict trip (within the boundaries of the North Royalton City School District) or an out of district trip (all others). For intradistrict trips, the driver will be paid actual driving time at the driver's regular rate. If the trip is out of district, the driver will be paid a 3 hour minimum at the field trip rate.

 - c. Rescues: Drivers performing "rescues" utilizing district buses will be paid at their regular rate of pay for time actually worked, i.e. from the time period authorized by the supervisor to leave the garage until the return to the garage in addition to any necessary clean up. If not assigned their regular bus to perform a rescue, drivers would also be paid an additional 15 minutes for the required pre-service inspection.

11. In the absence of an emergency, where the administration determines that the number of pupils required to be transported to a single destination for delivery at the same time exceeds 18, drivers will be utilized through the field trip posting procedure.
 12. Drivers who turn back field trips after bidding and assignment, in the absence of approved sick leave, will be penalized from participation in one field trip bidding rotation for each such occurrence. Penalized driver(s) will not be allowed to bid on upcoming field trips posted for Thursday bidding only, nor permitted to bid on field trips not awarded at Thursday bidding, unless and until all non-penalized drivers have been given the opportunity to bid and the transportation supervisor confirms that the trip remains open.
 13. Nothing herein shall be construed so as to allow a driver to operate a bus for more than ten (10) hours in any twenty-four (24) hour period.
- B. It will be the driver's responsibility to get extra trip sheets in no later than one (1) working day after the field trip is completed. Weekly time sheets are due by 9:30 a.m. on Monday of the following week.
 - C. Drivers will be paid time and one-half for all hours worked in excess of 40 hours per week, inclusive of field trips. Overtime shall be calculated as provided in Article 8, paragraph D.
 - D. Drivers shall be responsible for the proper storage and care of first aid kits, and other medical devices such as bee sting kits, etc., fire extinguishers and radios. Storage devices and/or locking devices shall be installed in all buses to provide security to equipment during layovers.
 - E. Drivers shall be responsible for performing the "pre-trip" inspections as required by state law. As compensation for the actual performance of these services, an additional 15 minutes of compensated time shall be added to the morning run, and an additional 15 minutes of compensated time shall be added to the afternoon run for fueling and/or cleaning actually performed, in addition to the actual driving time. Fluid levels will be checked by mechanics in the Transportation Department.
 - F. In calculation of driving time for any driver, time will be figured to the nearest quarter hour after combining totals for all runs. Each run will be separately rounded before totaling (i.e., AM, PM and midday runs are each rounded before totaling driving time for any driver). Field trip time will be figured from the time the driver is required to report for the trip until a return to the garage in addition to any necessary clean up. Quarter-hour payments to be determined as follows:

For 1 through 7 minutes over the quarter-hour break point, no payment shall be made.

For 8 through 15 minutes, payment will be made for full quarter hour.

Minimum time paid will be as follows:

Board agrees to pay minimum of 2 hours driving time for morning runs and 2 hours for afternoon runs.

"Morning runs" are defined as the time of pick-up of students for morning classes, storage to storage. "Afternoon runs" are defined as the time of returning students from school to home, storage to storage. Drivers are to be paid for any time less than 1 hour between runs. Field, athletic trips, Cuyahoga Valley Career Center and any trip for classes scheduled away from school buildings that are a part of the curriculum of the North Royalton Schools shall be excluded from the 1 hour minimum between runs and the morning and afternoon minimums of 2 hours. Kindergarten will be a minimum of 1 hour or actual driving time unless the time between Kindergarten runs and afternoon runs is less than 1 hour.

If a driver/bus monitor is to be paid for the 1 hour or less between runs, the coordinator may assign duties to the driver/bus monitor to be performed during this period, such as window washing, sweeping, cleaning of washrooms, office work, etc. If not assigned duties, present clean-up and warmup time shall be deducted for period not worked.

If a driver has only one run in the morning or afternoon, the driver may be assigned to other runs within 2 hour minimum morning or afternoon period at no additional pay.

The coordinator shall set starting times for leaving storage and return to storage. In the case of dispute regarding travel time, the coordinator shall verify run time by use of Supervisor Mechanic and the driver driving the run.

- G. Drivers are required to attend a State sponsored annual safety workshop and shall be compensated for time spent at their regular hourly rate of pay.
- H. The Board of Education shall provide for the exterior cleanliness of school buses.
- I. Only bus drivers will be used to drive the designated school band vehicle used to transport band instruments for away band activity trips (excluding graduation). Should it be necessary to use school vans to transport band instruments for away band activity trips, only van drivers will be used. Drivers on these trips will load/unload as requested.
- J. CDL licensed employees who are not regularly employed as bus drivers shall not be used to drive buses except in an emergency.

K. Van drivers shall be required to qualify for and receive CDL licenses within 12 months of initial employment in that position. Failure to receive a CDL license within that time period shall result in automatic termination of employment, without the necessity for Board action or proceedings to terminate their employment either under this Agreement or under any statute.

L. **Effective August 1, 2013**, all future field trip assignments involving bus education/teaching and instruction (i.e. safety-town) will only be offered to employees that have received the proper training on an annual basis.

Voluntary training for bus education/teaching and instruction shall be offered by the District and will occur in the spring of each year. The training shall be offered to any Driver that volunteers. The date and time of the training shall be posted thirty (30) days in advance and scheduled at reasonable times as to not conflict with Mid-day runs. Training shall be voluntary and no compensation will be paid to those who attend. Yearly refresher courses shall be made available to employees that have completed the training in previous years. The refresher course shall be no longer than thirty (30) minutes and shall be required once every two (2) years after completion of the original training.

A separate list indicating employees that are current with the bus education/teaching and instruction training shall be maintained. The original list shall be in order of seniority. Any employee that receives and is current with this training in the future shall be added to the bottom of the list. Field Trip assignments involving teaching (i.e. Safety Town) shall only be offered to eligible employees on this separate list, on a rotating basis.

ARTICLE 25

VIDEO CAMERAS

Video Cameras

As video cameras and "black boxes" are purchased, their usage will be phased in on the buses in compliance with board policy. While all buses will be equipped with a "black box," camera placement will be determined by the transportation supervisor on the basis of vandalism, student conduct reports (the number and severity of incidents being given consideration), driver requests and random assignment.

Drivers may request a camera on their bus; however, they cannot refuse camera placement. If the camera is equipped with an on/off switch, it must remain on at all times that students are on the bus. This includes activity trips. The camera would be turned off only when the bus is empty of passengers.

The transportation supervisor shall be responsible for cameras and the maintenance of the tapes.

The video cameras and their recordings are not intended to be regularly used to monitor and/or evaluate the job performance of drivers or aides. However, they may be used during the investigation of a complaint by parents, students or authorized school authorities.

ARTICLE 26

PAYMENT FOR CONTINUING EDUCATION/LICENSES

Continuing Education

The Board shall pay for any continuing education and/or additional training taken by the employee at the request of the Board

The Board may require up to an aggregate of eight (8) hours of additional inservice training for any employee, to be conducted on non-scheduled days and/or non-scheduled hours, for which the employees shall be paid their regular hourly rate.

Commercial Driver Licenses/Testing

Upon successful licensing, the Board shall reimburse employees for the amount of the fee to obtain a Commercial Driver's License (CDL) or renewal license. The Board shall also reimburse employees upon successful licensing for the cost of an initial driving test (if required). The Board shall not reimburse employees for unsuccessful testing or licensing attempts, or for training, testing or more frequent licensing required because of the driver's driving record.

Other Licenses

The Board shall pay for any licenses required by law or by the Board as a condition of employment. In addition, the Board will reimburse employees for one half (1/2) of the cost of required fingerprinting for licensure and/or renewal of licensure.

ARTICLE 27

TIME SCHEDULES

Employees' time schedules shall be determined by the Superintendent or his/her designee. Once the schedule has been determined, the employee shall not deviate from it without approval of the Superintendent or his/her designee. Schedules shall not be altered for weekend activities without the consent of the employee.

The standard work week shall consist of five consecutive days, Monday through Friday, for those employees employed as of January 1, 1980.

The work week shall not be adjusted to avoid the payment of overtime; however, the Board reserves the right to establish a work week for employees hired after August 1, 1994, other than Monday through Friday.

Direct Deposit of Pay Checks

The salary of all employees shall be paid by electronic transfer to an institution of the employee's choice. Only one change of institution may be made each year. At the discretion of the Board, employees may be compensated over 24 pay periods.

Paid Release Time

OAPSE members may be excused from their regular duties to attend a special meeting for the ratification of the Agreement, which occurs during normal working hours without loss of pay or being required to work that time at a later date to retain their daily rate, and non-members of the same job classification shall be used to cover the job location so that the efficient operation of the school district is not impeded.

ARTICLE 28

NIGHT DIFFERENTIAL

If half of the hours worked by an employee are worked after 7:30 p.m., the employee shall be granted an additional 28 cents per hour.

With the exception of snow plowing/removal by maintenance/custodial employees, any employee called out between 11:00 p.m. and 5:00 a.m. will be paid a minimum of 2½ hours at their regular hourly rate.

ARTICLE 29

LUNCH PERIODS

All employees whose schedule calls for a lunch period will be entitled to a 30 minute paid lunch free of duty of any nature and are free to leave the building for this period. Time required to handle emergency situations during that period will be computed as overtime once 40 hours have been worked. In addition:

1. Employees who work four consecutive hours or less shall have no lunch period and no break periods.
2. Employees who work more than four consecutive hours, but six or fewer consecutive hours, shall have no lunch period but are entitled to one 15 minute break.
3. Aides working more than four consecutive hours, but six or fewer consecutive hours, shall have no lunch period but are entitled to one 20 minute break.
4. Employees who work more than six consecutive hours shall be entitled to a 30 minute paid lunch.

ARTICLE 30

ANNUAL INCREMENTS

The salary schedule for all job classifications is made a part of this Agreement. It lists the annual increments for each job classification of non-teaching employee.

A full-time eleven or twelve month employee must be on the job before January 1 to be eligible for the annual increment; the nine and ten month employee before December 1.

ARTICLE 31

SALARY

Employees will be paid according to the attached salary schedules.

ARTICLE 32

SHOE/UNIFORMS/TOOLS/ALLOWANCES

UNIFORMS

The Board of Education shall furnish at its cost work uniforms for employees as follows:

All custodians and male cleaning personnel shall initially receive 3 pairs of pants, 3 long sleeve shirts and 3 short sleeve shirts; all female cafeteria and cleaning personnel shall initially receive 3 smocks. Annually thereafter, the Board will replace (old to be turned in) 2 pairs of pants, 2 long sleeve shirts and 2 short sleeve shirts, and 1 smock. The uniforms shall have an identification logo on the shirts and smocks indicating North Royalton Schools. Employees shall be responsible for the care of the uniforms. Employees may purchase additional uniforms at the Board's cost, which shall be the same as those furnished by the Board.

All full-time mechanics and maintenance personnel shall be furnished 5 clean uniforms (pants and shirt) per week, plus 1 jacket per week during the winter months (mechanics only), to be furnished through a uniform supply company. All full-time maintenance personnel shall be provided 1 jacket (purchased) which shall be maintained by the employee.

All cafeteria personnel shall initially be provided 3 full uniforms. Annually, thereafter, the Board will replace 2 full uniform (old to be turned in).

All cafeteria personnel shall be required to wear hair nets and closed toe shoes.

All employees in these job classifications shall wear the designated uniforms while on duty.

Employees shall begin each shift with a clean uniform in proper repair.

Raingear will be provided to bus mechanics, maintenance workers, and custodians.

SHOE/TOOLS/TOOL ALLOWANCE

The Board of Education will purchase tools needed for specific uses for the bus garage. Board purchased tools will be the property of the Board of Education.

Full-time bus mechanics shall, upon presentation of receipts, be reimbursed for replacement of lost or broken personal tools as well as for shoes/boots used in connection with their duties, up to \$500.00 per year. Payments shall be made through payroll within a reasonable period following verification and presentation of receipts.

For the length of this agreement, full-time maintenance, groundskeepers, head, assistant and utility custodians, head cleaning custodians and the Performing Arts Center utility custodian shall, upon presentation of receipts, be reimbursed for fifty-percent (50%) of the cost for one (1) pair of shoes/boots used in connection with their duties, up to \$100.00 per school year. Purchases must be made during the months of August and September of the school year. Payments shall be made through payroll within a reasonable period following verification and presentation of receipts. There is an expectation that these shoes/boots shall be worn by the employee during the fulfillment of their duties.

ARTICLE 33

SUBCONTRACTING

No outside contractor shall be used to eliminate any bargaining unit employees.

The Board of Education will not subcontract any work now regularly and customarily performed by employees without first notifying OAPSE and, if requested by OAPSE, discussing the matter and receiving input from OAPSE. This does not apply to any emergency work.

ARTICLE 34

BOARD SHELTERING OF EMPLOYEES RETIREMENT CONTRIBUTIONS

The Board shall implement the "pick up" of the employee-required contribution of members of the bargaining unit to the State Employees Retirement System (SERS) and with the Board having agreed to do so, the Board Treasurer is hereby authorized to contribute to SERS in addition to the Board's required employer contribution, an amount equal to each employee's contribution to SERS in lieu of payment by such employee, and that such amount contributed by the Board on behalf of the employee shall be treated as deferred wages paid by the Board to SERS from the contract wage otherwise payable to such employee in cash.

The Board Treasurer will prepare and distribute an addendum to each employee's contract which states:

1. That the employee's contract wage is being restated as consisting of (a) the cash wage component and (b) a "pick up" component which is equal to the amount of the employee contribution being picked up by the Board on behalf of the employee;
2. That the Board will contribute to SERS an amount equal to the employee's required contribution to SERS for the account of each employee; and

3. That sick leave, severance, vacation, appropriate supplemental and extended service pay shall be calculated upon both the cash wage component and the "pick up" component of the employee's restated wage.

The Board's total combined expenditures for employee's total contract wages payable pursuant hereto (including "pick up" amounts) and those Board contributions to SERS shall not be greater than the amount it would have paid for those items had this language not been in effect. The Board shall compute and remit the employer contribution to SERS based upon total contract wage, including the "pick up." The Board shall report, for Federal and Ohio income tax purposes as an employee's gross income, said employee's total contract wage less the amount of the "pick up." The Board shall report, for municipal income tax purposes as an employee's gross income, said employee's total contract wage, including the amount of the "pick up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

This procedure is a salary reduction/salary restatement procedure and is not a purchase of employee retirement contribution by the Board.

ARTICLE 35

CONFLICT WITH LAW AND SEVERABILITY

The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. If it is determined by a court of competent jurisdiction that any provision shall be unenforceable, the remainder of the Agreement shall remain in full force and effect for the Agreement term. In the case of such invalidation, at the request of either party, the parties shall meet within fifteen (15) days to negotiate a replacement clause.

The parties agree that during the term of this Contract, the provisions of the No Child Left Behind Act may apply to the District. At the time of the execution of this Agreement, however, the full extent of the obligations and requirements imposed by that legislation had not yet been fully implemented or detailed through enabling regulations. When such is known, the parties will meet to discuss the impact of the Federal and State mandate under the Act on the terms and conditions of employment of the affected bargaining unit members and negotiate the effects of any required changes.

ARTICLE 36

DEFINITIONS

Unless otherwise provided in specific sections of this Agreement, "year" shall mean the fiscal year (July 1 to June 30).

For the purpose of this agreement, the term "termination of employment" means any separation of employment of the employee from the North Royalton Board of Education.

ARTICLE 37

DISTRIBUTION OF NEGOTIATED AGREEMENT

Within 40 days after execution of this Agreement, the Board of Education shall print or duplicate and provide a copy of this Agreement to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after execution of this Agreement shall be provided with a copy of this Agreement by the Board without charge at the time of employment.

The Board and OAPSE Local #231 shall share equally in the cost of production of the Agreement, with OAPSE Local #231 share not to exceed \$50.00.

ARTICLE 38

COMMUNICATION COMMITTEE

Representatives of the Union and the Administration shall agree to meet and discuss employee concerns, working conditions, and the operation of the District. These discussions may include issues and items that are not included in this Agreement.

The Union President will appoint a representative from each job area of the bargaining unit to serve for a period of one year on this committee.

The parties shall establish a mutually agreeable schedule for meeting. Prior to each meeting, an agenda of items to be discussed shall be submitted to allow the parties to be prepared to fully discuss the items. The agenda may be amended by mutual agreement of the parties. Agenda items should not include matters which have not been first discussed or addressed at appropriate levels.

If meetings are scheduled during the normal working hours of those members of the bargaining unit who serve as members of this committee, those members shall be released from their regularly assigned duties, without loss of pay, for purposes of participating in meetings of this committee.

The spirit of these discussions shall be one of mutual communication and sharing that can lead to the mutual resolution of problems, issues, and concerns. These conferences shall not be considered "negotiations." The subject matter discussed shall be considered as being important to the professional relations between the Union and the Administration.

ARTICLE 39

PAYROLL DEDUCTIONS

- A. Payroll deductions shall be made without cost to the employee, upon thirty (30) days advance notice, in writing, from the employee. Enrollment, change or termination may be made by the employee at any time during the contract year for the following deductions:
1. Credit Union
 2. Tax Sheltered Annuities. Employees may make enrollment and other changes only twice per calendar year. An employee may terminate an annuity program at any time.
 3. Income Protection Insurance
 4. United Way
 5. Ohio Tuition Authority.
 6. PEOPLE
 7. Such other purposes mutually agreeable to the Board and the Union President or as required by law.

ARTICLE 40

EXTENSION AGREEMENT

Unless the parties mutually agree to open negotiations for a successor Agreement by the date of March 15, 2016, all terms and conditions of this Agreement shall remain in full force and effect as written for one additional year, ending July 31, 2017, with the exception that the salary schedule, effective August 1, 2016, will be modified as set forth in Appendix "C".

IN WITNESS WHEREOF, the parties hereto have caused the execution of multiple copies of this Agreement by their duly authorized representatives as of the day first above written.

THE OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES

By Bryan Sheffield
President, OAPSE Local #231

THE NORTH ROYALTON BOARD
OF EDUCATION

By John H. Kelly
President

APPENDIX A
(Job Areas and Job Classifications)

JOB AREA: Custodial/Maintenance

JOB CLASSIFICATIONS within this Job Area:

Maintenance Personnel
Head High School Custodian
Head Middle School Custodian
Elementary Building Custodian
Assistant High/Middle School Custodian/Auditorium-Utility Maintenance Worker
Head High/Middle School Cleaning Custodian
Utility Custodian/ Groundskeeper-Laborer
Cleaner I
Cleaner II

JOB AREA: Secretaries/Clerks/Aides

JOB CLASSIFICATIONS within this Job Area:

Administrative Secretary - 12 months
Administrative Secretary - 11 months
Office Secretary - 11 months; Data Entry
Office Secretary - 10 months
Library Clerk - 9 months
Secretary - 9 months
Aides
Clerk Typist

JOB AREA: Cafeteria Personnel

JOB CLASSIFICATIONS within this Job Area:

Cafeteria Manager
Cafeteria Worker I
Cafeteria Worker II

JOB AREA: Transportation

JOB CLASSIFICATIONS within this Job Area:

Mechanic
Bus Driver
Van Driver with CDL
Van Driver (maximum of 3)
Mail Run Driver/ Bus Monitor

JOB AREA: Technology

JOB CLASSIFICATIONS within this Job Area:

Technology Specialist I
Technology Specialist II

Appendix B
NORTH ROYALTON CITY SCHOOLS
GRIEVANCE FORM

Grievance Level _____

Date of Incident _____

Name of Grievant _____

Date of Filing _____

Department/Job Classification _____

Date of Prior Grievance Level Meeting (Level One) _____

Participants at Prior Grievance Level _____

Statement of Grievance: Include a description of the facts upon which the grievance is being filed (including the date, time and location of the occurrence giving rise to the grievance), and the specific provision(s) of the Agreement allegedly violated, misinterpreted or misapplied.

Relief Sought: Indicate the precise remedy requested

Signature of Grievant

Signature of OAPSE Representative

Date _____

Date _____

Signature of Principal/Immediate Supervisor/Superintendent/Designee

(Receipt) _____ Date _____

**NORTH ROYALTON CITY SCHOOLS
GRIEVANCE DISPOSITION
FORM**

Grievance Level Two

To: _____ Date _____

This is to inform you that your grievance filed on _____ at Level Two has been disposed of as follows:

Superintendent/Designee

Date _____

Date of Hearing _____

Participants in Hearing:

Grievant/Representative's Signatures (Receipt)

Date _____

Classified Salary Schedule
Effective August 1, 2013

Pay Range	Position	Step 0 Rate	Step 1 Rate	Step 2 Rate	Step 3 Rate	Step 4 Rate	Step 5 Rate	Step 6 Rate	Step 7 Rate	Step 8 Rate	Step 9 Rate	Step 10 Rate	Step 15 Rate	20th Year Longevity Rate
1	Van Driver/Mail Run Driver Bus Monitor	8.23	8.39	8.56	8.73	8.91	9.08	9.27	9.46	9.64	9.83	10.03	10.13	10.44
2	Bus Monitor-Special Needs Route	9.05	9.23	9.42	9.60	9.80	9.99	10.20	10.41	10.60	10.81	11.03	11.14	11.48
3	Cafeteria Worker II**	10.91	11.12	11.34	11.57	11.80	12.04	12.28	12.53	12.77	13.03	13.29	13.42	13.82
4	Cleaners II**	10.99	11.21	11.44	11.67	11.90	12.13	12.38	12.62	12.88	13.14	13.40	13.53	13.94
5	Van Driver with CDL	12.19	12.42	12.67	12.93	13.18	13.44	13.72	13.98	14.27	14.55	14.85	15.00	15.45
6	Cafeteria Worker I	12.71	12.97	13.23	13.50	13.77	14.04	14.32	14.60	14.90	15.19	15.49	15.64	16.12
7	Cleaners I	12.89	13.15	13.41	13.68	13.95	14.24	14.52	14.81	15.11	15.41	15.72	15.88	16.35
8	Clerk Typist	13.41	13.68	13.95	14.24	14.52	14.81	15.11	15.41	15.72	16.04	16.36	16.52	17.01
9	Aides	14.64	14.93	15.22	15.54	15.84	16.16	16.48	16.82	17.15	17.49	17.84	18.02	18.55
10	9 mo. & 10 mo. Office Secretary Library Clerk/Cafe Manager Technology Specialist II	14.91	15.20	15.52	15.82	16.14	16.45	16.78	17.12	17.46	17.80	18.16	18.34	18.90
11	11 mo. Office Sec/Util. Cust. Groundskeeper-Util. Main-Laborer Data Entry Clerk	15.08	15.39	15.69	16.01	16.34	16.66	16.99	17.34	17.68	18.04	18.40	18.58	19.14
12	Head MS Clean. Cust Auditorium-Utility Maint Worker***	16.31	16.64	16.97	17.32	17.66	18.01	18.38	18.74	19.13	19.50	19.90	20.10	20.69
13	Bus Driver	16.92	17.26	17.61	17.97	18.33	18.69	19.06	19.44	19.83	20.23	20.64	20.85	21.46
14	Asst. HS/Asst. MS Cust Head HS Cleaning Cleaning Cust Auditorium-Utility Maint Worker	17.03	17.38	17.72	18.08	18.43	18.80	19.18	19.56	19.96	20.36	20.77	20.98	21.61
15	11 mo. Admin. Secretary	17.17	17.51	17.87	18.22	18.60	18.96	19.34	19.74	20.13	20.53	20.94	21.15	21.79
16	Elem Bldg Custodians	17.32	17.66	18.01	18.38	18.74	19.13	19.50	19.90	20.29	20.70	21.11	21.32	21.96
17	12 mo. Admin. Secretary	17.43	17.77	18.13	18.49	18.87	19.24	19.63	20.02	20.43	20.83	21.25	21.46	22.10
18	Head MS Custodian Technology Specialist I	18.21	18.59	18.95	19.33	19.71	20.10	20.51	20.92	21.33	21.76	22.20	22.42	23.09
19	Head HS Custodian	18.39	18.77	19.13	19.51	19.89	20.28	20.69	21.10	21.51	21.94	22.38	22.60	23.27
20	Maintenance/Mechanic	18.39	18.77	19.13	19.51	19.89	21.51	21.94	22.38	22.81	23.27	24.22	24.46	25.18

** Hired after 1/1/1996

*** Hired after 8/1/2013

Night Differential - \$0.28

Sunday work - double-time

Elementary Night Shift Lockup - \$0.20 differential

Board Approved Boiler Operator's License Increment - \$0.15 per hour

Board Approved certification in the following specialties will receive \$0.15 per hour: HVAC certification, Welder's certification, Abestos certification, Pesticide certification

Banquet Workers - \$0.60 per hour. Volunteers from all school cafeterias will be put on a list and used in rotation for all banquets

Bus Driver Field Trip - \$11.79 per hour - this rate will be adjusted each August 1 at the negotiated percentage change

Longevity granted after completion of 19 years of service in the North Royalton City Schools

Classified Salary Schedule
Effective August 1, 2014

Pay Range	Position	Step 0 Rate	Step 1 Rate	Step 2 Rate	Step 3 Rate	Step 4 Rate	Step 5 Rate	Step 6 Rate	Step 7 Rate	Step 8 Rate	Step 9 Rate	Step 10 Rate	Step 15 Rate	20th Year Longevity Rate
1	Van Driver/Mail Run Driver Bus Monitor	8.31	8.47	8.65	8.82	9.00	9.17	9.36	9.55	9.74	9.93	10.13	10.23	10.54
2	Bus Monitor-Special Needs Route	9.14	9.32	9.51	9.70	9.90	10.09	10.30	10.51	10.71	10.92	11.14	11.25	11.59
3	Cafeteria Worker II**	11.02	11.23	11.45	11.69	11.92	12.16	12.40	12.66	12.90	13.16	13.42	13.55	13.96
4	Cleaners II**	11.10	11.32	11.55	11.79	12.02	12.25	12.50	12.75	13.01	13.27	13.53	13.67	14.08
5	Van Driver with CDL	12.31	12.54	12.80	13.06	13.31	13.57	13.86	14.13	14.41	14.70	15.00	15.15	15.60
6	Cafeteria Worker I	12.84	13.10	13.36	13.64	13.91	14.18	14.46	14.75	15.05	15.34	15.64	15.80	16.28
7	Cleaners I	13.02	13.28	13.54	13.82	14.09	14.38	14.67	14.96	15.26	15.56	15.88	16.04	16.51
8	Clerk Typist	13.54	13.82	14.09	14.38	14.67	14.96	15.26	15.56	15.88	16.20	16.52	16.69	17.18
9	Aides	14.79	15.08	15.37	15.70	16.00	16.32	16.64	16.99	17.32	17.66	18.02	18.20	18.74
10	9 mo. & 10 mo. Office Secretary Library Clerk/Cafe Manager Technology Specialist II	15.06	15.35	15.68	15.98	16.30	16.61	16.95	17.29	17.63	17.98	18.34	18.52	19.09
11	11 mo. Office Sec/Util. Cust. Groundskeeper-Util. Main-Laborer Data Entry Clerk	15.23	15.54	15.85	16.17	16.50	16.83	17.16	17.51	17.86	18.22	18.58	18.77	19.33
12	Head MS Clean. Cust Auditorium-Utility Maint Worker***	16.47	16.81	17.14	17.49	17.84	18.19	18.56	18.93	19.32	19.70	20.10	20.30	20.90
13	Bus Driver	17.09	17.43	17.79	18.15	18.51	18.88	19.25	19.63	20.03	20.43	20.85	21.06	21.67
14	Asst. HS/Asst. MS Cust Head HS Cleaning Cust Auditorium-Utility Maint Worker	17.20	17.55	17.90	18.26	18.61	18.99	19.37	19.76	20.16	20.56	20.98	21.19	21.83
15	11 mo. Admin. Secretary	17.34	17.69	18.05	18.40	18.79	19.15	19.53	19.94	20.33	20.74	21.15	21.36	22.01
16	Elem Bldg Custodians	17.49	17.84	18.19	18.56	18.93	19.32	19.70	20.10	20.49	20.91	21.32	21.53	22.18
17	12 mo. Admin. Secretary	17.60	17.95	18.31	18.67	19.06	19.43	19.83	20.22	20.63	21.04	21.46	21.67	22.32
18	Head MS Custodian Technology Specialist I	18.39	18.78	19.14	19.52	19.91	20.30	20.72	21.13	21.54	21.98	22.42	22.64	23.32
19	Head HS Custodian	18.57	18.96	19.32	19.71	20.09	20.48	20.90	21.31	21.73	22.16	22.60	22.83	23.50
20	Maintenance/Mechanic	18.57	18.96	19.32	19.71	20.09	21.73	22.16	22.60	23.04	23.50	24.46	24.70	25.43

** Hired after 1/1/1996

*** Hired after 8/1/2013

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Board Approved certification in the following specialties will receive \$0.15 per hour: HVAC certification, Welder's certification, Abestos certification, Pesticide certification

Banquet Workers - \$0.60 per hour. Volunteers from all school cafeterias will be put on a list and used in rotation for all banquets

Bus Driver Field Trip - \$11.91 per hour - this rate will be adjusted each August 1 at the negotiated percentage change

Longevity granted after completion of 19 years of service in the North Royalton City Schools

Classified Salary Schedule
Effective August 1, 2015

Pay Range	Position	Step 0 Rate	Step 1 Rate	Step 2 Rate	Step 3 Rate	Step 4 Rate	Step 5 Rate	Step 6 Rate	Step 7 Rate	Step 8 Rate	Step 9 Rate	Step 10 Rate	Step 15 Rate	20th Year Longevity Rate
1	Van Driver/Mail Run Driver Bus Monitor	8.39	8.55	8.74	8.91	9.09	9.26	9.45	9.65	9.84	10.03	10.23	10.33	10.65
2	Bus Monitor-Special Needs Route	9.23	9.41	9.61	9.80	10.00	10.19	10.40	10.62	10.82	11.03	11.25	11.36	11.71
3	Cafeteria Worker II**	11.13	11.34	11.56	11.81	12.04	12.28	12.52	12.79	13.03	13.29	13.55	13.69	14.10
4	Cleaners II**	11.21	11.43	11.67	11.91	12.14	12.37	12.63	12.88	13.14	13.40	13.67	13.81	14.22
5	Van Driver with CDL	12.43	12.67	12.93	13.19	13.44	13.71	14.00	14.27	14.55	14.85	15.15	15.30	15.76
6	Cafeteria Worker I	12.97	13.23	13.49	13.78	14.05	14.32	14.60	14.90	15.20	15.49	15.80	15.96	16.44
7	Cleaners I	13.15	13.41	13.68	13.96	14.23	14.52	14.82	15.11	15.41	15.72	16.04	16.20	16.68
8	Clerk Typist	13.68	13.96	14.23	14.52	14.82	15.11	15.41	15.72	16.04	16.36	16.69	16.86	17.35
9	Aides	14.94	15.23	15.52	15.86	16.16	16.48	16.81	17.16	17.49	17.84	18.20	18.38	18.93
10	9 mo. & 10 mo. Office Secretary Library Clerk/Cafe Manager Technology Specialist II	15.21	15.50	15.84	16.14	16.46	16.78	17.12	17.46	17.81	18.16	18.52	18.71	19.28
11	11 mo. Office Sec/Util. Cust. Groundskeeper-Util. Main-Laborer Data Entry Clerk	15.38	15.70	16.01	16.33	16.67	17.00	17.33	17.69	18.04	18.40	18.77	18.96	19.52
12	Head MS Clean. Cust Auditorium-Utility Maint Worker***	16.63	16.98	17.31	17.66	18.02	18.37	18.75	19.12	19.51	19.90	20.30	20.50	21.11
13	Bus Driver	17.26	17.60	17.97	18.33	18.70	19.07	19.44	19.83	20.23	20.63	21.06	21.27	21.89
14	Asst. HS/Asst. MS Cust Head HS Cleaning Cleaning Cust Auditorium-Utility Maint Worker	17.37	17.73	18.08	18.44	18.80	19.18	19.56	19.96	20.36	20.77	21.19	21.40	22.05
15	11 mo. Admin. Secretary	17.51	17.87	18.23	18.58	18.98	19.34	19.73	20.14	20.53	20.95	21.36	21.57	22.23
16	Elem Bldg Custodians	17.66	18.02	18.37	18.75	19.12	19.51	19.90	20.30	20.69	21.12	21.53	21.75	22.40
17	12 mo. Admin. Secretary	17.78	18.13	18.49	18.86	19.25	19.62	20.03	20.42	20.84	21.25	21.67	21.89	22.54
18	Head MS Custodian Technology Specialist I	18.57	18.97	19.33	19.72	20.11	20.50	20.93	21.34	21.76	22.20	22.64	22.87	23.55
19	Head HS Custodian	18.76	19.15	19.51	19.91	20.29	20.68	21.11	21.52	21.95	22.38	22.83	23.06	23.74
20	Maintenance/Mechanic	18.76	19.15	19.51	19.91	20.29	21.95	22.38	22.83	23.27	23.74	24.70	24.95	25.68

** Hired after 1/1/1996

*** Hired after 8/1/2013

Night Differential - \$0.28

Sunday work - double-time

Elementary Night Shift Lockup - \$0.20 differential

Board Approved Boiler Operator's License Increment - \$0.15 per hour

Board Approved certification in the following specialties will receive \$0.15 per hour: HVAC certification, Welder's certification, Abestos certification, Pesticide certification

Banquet Workers - \$0.60 per hour. Volunteers from all school cafeterias will be put on a list and used in rotation for all banquets

Bus Driver Field Trip - \$12.03 per hour - this rate will be adjusted each August 1 at the negotiated percentage change

Longevity granted after completion of 19 years of service in the North Royalton City Schools

Classified Salary Schedule
Effective August 1, 2016

Pay Range	Position	Step 0 Rate	Step 1 Rate	Step 2 Rate	Step 3 Rate	Step 4 Rate	Step 5 Rate	Step 6 Rate	Step 7 Rate	Step 8 Rate	Step 9 Rate	Step 10 Rate	Step 15 Rate	20th Year Longevity Rate
1	Van Driver/Mail Run Driver Bus Monitor	8.47	8.64	8.83	9.00	9.18	9.35	9.54	9.75	9.94	10.13	10.33	10.43	10.76
2	Bus Monitor-Special Needs Route	9.32	9.50	9.71	9.90	10.10	10.29	10.50	10.73	10.93	11.14	11.36	11.47	11.83
3	Cafeteria Worker II**	11.24	11.45	11.68	11.93	12.16	12.40	12.65	12.92	13.16	13.42	13.69	13.83	14.24
4	Cleaners II**	11.32	11.54	11.79	12.03	12.26	12.49	12.76	13.01	13.27	13.53	13.81	13.95	14.36
5	Van Driver with CDL	12.55	12.80	13.06	13.32	13.57	13.85	14.14	14.41	14.70	15.00	15.30	15.45	15.92
6	Cafeteria Worker I	13.10	13.36	13.62	13.92	14.19	14.46	14.75	15.05	15.35	15.64	15.96	16.12	16.60
7	Cleaners I	13.28	13.54	13.82	14.10	14.37	14.67	14.97	15.26	15.56	15.88	16.20	16.36	16.85
8	Clerk Typist	13.82	14.10	14.37	14.67	14.97	15.26	15.56	15.88	16.20	16.52	16.86	17.03	17.52
9	Aides	15.09	15.38	15.68	16.02	16.32	16.64	16.98	17.33	17.66	18.02	18.38	18.56	19.12
10	9 mo. & 10 mo. Office Secretary Library Clerk/Cafe Manager Technology Specialist II	15.36	15.66	16.00	16.30	16.62	16.95	17.29	17.63	17.99	18.34	18.71	18.90	19.47
11	11 mo. Office Sec/Util. Cust. Groundskeeper-Util. Main-Laborer Data Entry Clerk	15.53	15.86	16.17	16.49	16.84	17.17	17.50	17.87	18.22	18.58	18.96	19.15	19.72
12	Head MS Clean. Cust Auditorium-Utility Maint Worker***	16.80	17.15	17.48	17.84	18.20	18.55	18.94	19.31	19.71	20.10	20.50	20.71	21.32
13	Bus Driver	17.43	17.78	18.15	18.51	18.89	19.26	19.63	20.03	20.43	20.84	21.27	21.48	22.11
14	Asst. HS/Asst. MS Cust Head HS Cleaning Cleaning Cust Auditorium-Utility Maint Worker	17.54	17.91	18.26	18.62	18.99	19.37	19.76	20.16	20.56	20.98	21.40	21.81	22.27
15	11 mo. Admin. Secretary	17.69	18.05	18.41	18.77	19.17	19.53	19.93	20.34	20.74	21.16	21.57	21.79	22.45
16	Elem Bldg Custodians	17.84	18.20	18.55	18.94	19.31	19.71	20.10	20.50	20.90	21.33	21.75	21.97	22.62
17	12 mo. Admin. Secretary	17.96	18.31	18.67	19.05	19.44	19.82	20.23	20.62	21.05	21.46	21.89	22.11	22.77
18	Head MS Custodian Technology Specialist I	18.76	19.16	19.52	19.92	20.31	20.71	21.14	21.55	21.98	22.42	22.87	23.10	23.79
19	Head HS Custodian	18.95	19.34	19.71	20.11	20.49	20.89	21.32	21.74	22.17	22.60	23.06	23.29	23.98
20	Maintenance/Mechanic	18.95	19.34	19.71	20.11	20.49	22.17	22.60	23.06	23.50	23.98	24.95	25.20	25.94

** Hired after 1/1/1996

*** Hired after 8/1/2013

Night Differential - \$0.28

Sunday work - double-time

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