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NEGOTIATED AGREEMENT

between the

**CUYAHOGA FALLS CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1, F & O DIVISION 100**

August 28, 2013 through June 30, 2015

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PREFACE

The Cuyahoga Falls City School District Board of Education (hereinafter referred to as the "Board") recognizes the vital role played by custodians, maintenance and transportation employees who are members of SEIU Local 1 Fireman and Oiler Division 100 formerly known as the International Brotherhood of Firemen and Oilers, Local 100; hereinafter referred to as "Local 1"), in the maintenance and extension of the best possible education opportunities for all of the students of Cuyahoga Falls City School District. Local 1 recognizes the role of the Board in the administration of all programs within the organization of the school district. Both parties recognize that the laws of this state and sound principles of school operation impose interrelated responsibilities in the operation of the school district. To this end, this Agreement is made and entered into August 28, 2013, until June 30, 2015, by and between the Board and Local 1.

ARTICLE 1 – RECOGNITION, CLASSIFICATIONS AND STATUS OF EMPLOYEES

- A. During the period of this Agreement, the Board recognizes Local 1 as the exclusive agent for all custodians, maintenance and transportation employees except casual and seasonal employees, substitutes and administrative personnel.
- B. Local 1 recognizes the Superintendent of Schools as the chief administrative officer of the school district directly responsible for the conduct of all employee negotiations and for all activities set forth by Board policy, regulations of the State Department of Education and other appropriate state and federal agencies, the Ohio Revised Code, and accepted administrative practices.
- C. Activities by employees in regard to and by employee organizations shall be free from any interference or pressure by either the Board or its representatives and/or by Local 1 and its representatives. Activities shall be so conducted that they do not interrupt the normal operation of the schools or the school district. Membership of employees in Local 1 shall not be required as a condition of employment, re-employment or promotion in the District.
- D. Nothing stated or implied in this Agreement shall abridge the right of an individual employee to discuss with the Superintendent, other administrative staff members, or the Board, matters relating to contract, salary, or other items of employment of the individual employee provided, however, that such discussions do not infringe upon negotiating procedures agreed upon by the Board and Local 1.
- E. Definition of Status of Employee
 - 1. Status I – Status I employees shall be defined as all regular bargaining unit member employees who are appointed on an annual or regular basis and who perform six (6) or more hours of service daily, exclusive of overtime or additional hours required on a special or temporary basis.

2. Status II – Status II employees shall be defined as all regular bargaining unit member employees who are appointed on an annual or regular basis and who perform less than six (6) hours but three (3) hours or more of service daily, exclusive of overtime or additional hours required on a special or temporary basis.
3. Status III – Status III employees shall be defined as all regular bargaining unit member employees who are appointed on an annual or regular basis and who perform less than three (3) hours of service daily, exclusive of overtime or additional hours required on a special or temporary basis.

F. Bargaining Unit Classifications and Classification Series

1. Maintenance Classification Series

- a. Maintenance II
 - (1) Electrician
 - (2) Plumber
 - (3) Bus Mechanic
- b. Maintenance I
 - (1) General Maintenance
 - (2) Carpenter
 - (3) Plumber Assistant
 - (4) Mechanic
- c. Utility
 - (1) Food Truck
 - (2) Maintenance Assistant
 - (3) Grounds
- d. Warehouse Worker
- e. Grounds Keeper

2. Custodial Classification Series

- a. Custodian IV – H.S. Head Custodian
- b. Custodian III – M.S. Head Custodian
- c. Custodian II – Elem. Head Custodian and High School Night Custodian
- d. Custodian I – Assistant Custodian
- e. Cleaner

3. Transportation
 - a. Bus Driver
 - b. Monitor
4. General Labor Classification

ARTICLE 2 – NEGOTIATIONS

A. Negotiating Procedure

1. Negotiations between the Board and Local 1 shall occur beginning May 15 and be completed no later than August 15 of the year in which the contract expires or by a date mutually agreed upon by the Board and Local 1.
2. Upon reaching agreement on items of concern presented by either or both parties to this agreement and following ratification by Local 1, the board will adopt a resolution setting forth the Agreement, including its terms and conditions. If mutually agreed upon by the Board and Local 1, a negotiated Agreement or any part thereof may be renegotiated prior to the termination of the minimum effective time of the Agreement or such part. Normally, renegotiation will be utilized only where major changes in conditions or changes in the Ohio Revised Code make such renegotiation necessary.
3. The negotiating committee for each party of this Agreement shall consist of not more than six (6) or less than three (3) members. Consultants may be used by either party for presentation and research data. Both parties to this Agreement pledge to negotiate in good faith and to strive to resolve all issues with due regard to the best interests of the students of the District. To this end both parties agree to meet as frequently as necessary and at reasonable times to work for an agreement.
4. Each party shall prepare proposals for items to be discussed during the period of negotiations. Such proposals shall be exchanged at the first meeting of the negotiating committee, and new items may not be added for consideration unless mutually agreed upon.
5. It is agreed by representatives of Local 1 and the Board that during the first session of negotiations the parties shall exchange proposals and may discuss such items for clarification.

B. Scope of Negotiations

Both parties agree to negotiate matters pertaining to salaries, hours, fringe benefits, and working conditions and such other matters as may be mutually agreed upon by both parties to this Agreement.

C. Information

All data, information, statistics and background on specific matters to be negotiated shall be submitted to the other party so as to provide time for study by the other side. The services of consultants may be utilized for presentations and research data. The cost of any such consultants or consultant services shall be borne by the party making use of such consultants.

D. Publication of Any Information

While negotiations are in progress, it is agreed that neither party will resort to the use of public media in any effort to affect the outcome of the negotiations. Any release or communication to the public during negotiations concerning negotiations must be mutually agreed upon in terms of content prior to its release.

E. Summary of Negotiations

There shall be a written statement prepared indicating the tentative agreements reached through negotiations. This tentative Agreement shall be signed by the chairman of each negotiating committee and submitted to the respective parent body. The tentative Agreement shall be of no effect until formal approval of the Board following ratification by Local 1.

F. Resolution of Issues

The negotiating committee shall continue to meet, within the time limits established, and deliberate until all issues are resolved or an impasse has been reached. An impasse shall be considered to exist on any issue when:

1. No common agreement of both parties has been reached after thirty (30) calendar days have elapsed after the date of the first discussion by the negotiating committee of an item or items accepted for negotiation unless extended by mutual agreement; or,
2. Both parties agree that further deliberation and discussion by the negotiating committee of an item or items accepted for negotiation will not resolve the issue.

G. Dispute Resolution Procedure

If after forty-five (45) calendar days prior to the expiration of the Agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request. Both parties agree that this procedure is the final step in the dispute resolution procedure.

ARTICLE 3 – OBEDIENCE TO LAW AND LEGAL LIMITATIONS

A. Obedience to Law

Local 1 and the Board subscribe to the principle that differences should be resolved by peaceful and lawful means and without interruption to the school programs and services. Local 1 and the Board agree that they will abide by current laws of the State of Ohio.

B. Legal Limitations

Should any provisions of this Agreement be found to be contrary to any federal or state law, or any local superseding ordinance or statute, then such provisions shall be considered void and shall be renegotiated to conform with said laws, statutes or ordinances.

ARTICLE 4 – GRIEVANCE PROCEDURE

Should misunderstandings arise as to the applications of the provisions of this agreement, the Board and Local 1 subscribe to the principle that such misunderstandings should be resolved at the lowest possible level and as quickly as is possible. In more difficult or complex matters, it is desirable to have a procedure which provides for an orderly, fair resolution of the problem. At any level in the grievance procedure, either party may request another representative to be present during a conference. To this end, both parties to this Agreement establish and endorse the following procedure which shall be initiated within fifteen (15) days of the time an employee knew or should have known of the problem giving rise to the grievance.

A. Level I – Informal Conference with Immediate Supervisor

1. Employees may request a conference with their immediate supervisor. The employee shall notify the immediate supervisor that such conference is Level I of the grievance procedure. Building principals shall be involved in conferences where the problems being discussed affect or are likely to affect the building operation. If there is difficulty arranging this conference, paragraphs 2, 3 and 4 will apply.
2. A conference to discuss the problems will be scheduled within five (5) work days after it has been requested.
3. Their supervisor and/or principal will give a decision to the employee within five (5) work days after the conference.
4. The decision may be appealed within five (5) work days after the supervisor's decision.

B. Level II – Formal Investigation and Review by the Director of Business and Operations

1. The grievant requests, in writing, a review and investigation by the Director of Business and Operations.
2. An investigation will be initiated and a conference will be scheduled within five (5) work days after receipt of the written appeal.
3. A conference will be held with the employee and other interested parties at which time all parties may present information relative to the problem under study. The employee may invite a Local 1 representative to help prepare and present information at this hearing. Several conferences may be necessary to review all information and circumstances.
4. A written decision and an explanation of the reasons for the decision will be forwarded from the Director of Business Operations to the employee within five (5) work days of the last conference.
5. An appeal of the decision to the Superintendent may be made in writing within five (5) work days after receipt of the decision.

C. Level III – Review by the Superintendent

1. Upon receipt of an appeal in writing of the decision of the Director of Business and Operations, the Superintendent will review all of the records of the investigation and will confer with the parties involved.
2. This review will be completed and the decisions communicated in writing to the employee and other administrators involved in the proceedings within ten (10) work days after receipt of the appeal.

D. Level IV – Mediation

1. The Union may, within fifteen (15) work days after receipt of the Level III response, notify the Superintendent or his/her designee, of the intent to submit the grievance to arbitration, or by mutual agreement of the parties, submit the issue(s) to grievance mediation. Submission of an issue to grievance mediation shall toll the timelines for arbitration. The parties will attempt to identify joint stipulations of facts and issues for submission to mediation or arbitration.

Grievance mediation procedures shall be as follows:

1. The parties shall mutually agree to utilize the service of FMCS to mediate.
2. The mediator shall schedule a meeting within five (5) work days of the receipt of a referral. The mediator shall utilize any procedures acceptable to the parties to attempt to reach a resolution of the grievance.

3. If requested, the mediator, at the conclusion of the mediation meeting, shall issue an oral opinion of the resolution of the grievance which if acceptable, may be memorialized by the parties.
4. If the grievance remains unresolved following mediation, the Board, the President, or designee, will notify the other party within five (5) work days and may immediately submit the grievance for arbitration under the steps provided in this action.
5. The comments and opinions of the mediator, and any settlement offer put forth by either party, shall not be admissible in any subsequent arbitration of the grievance, nor be introduced in any future grievance proceedings.
6. Costs for mediation shall be shared equally by the Union and the Board.

E. Level V – Appeal of Superintendent’s Decision

1. An appeal of the Superintendent’s decision may be made to an advisory arbitrator jointly selected from a list of five (5) qualified arbitrators as provided in Article VIII. Expenses arising from the use of an arbitrator will be shared equally by the Board and Local 1.
2. The arbitrator shall render his/her recommendations simultaneously to the Board and Local 1 on a date mutually agreed upon at the time of appointment.
3. Should the arbitrator’s recommendation be accepted and require action by the Board or Local 1, such action will be taken within fifteen (15) calendar days after receipt of such recommendation.

Both parties to this Agreement shall earnestly attempt to resolve grievances at the lowest possible level. Conferences required by the procedure will be scheduled at such time as will cause the least disruption to the operation of the schools.

ARTICLE 5 – LEAVES OF ABSENCE

A. Unpaid Leaves of Absence

1. Individuals on leave of absence approved by the Board are subject to the provisions of the reduction in force procedure and, if applicable, said procedure shall take precedence over all forms of leave.
2. No experience credit will be granted for the period of time the individual is on a leave of absence, nor shall additional days of sick leave allowance be accumulated during the leave of absence.

3. No leave or combination of leaves of absence shall extend beyond three (3) years, unless in the opinion of the administering officer unusual circumstances warrant approval. No single type of leave may extend beyond two (2) years, except as provided by the Ohio Revised Code.
4. Upon returning from a leave of absence, an individual will not be eligible for an additional leave of absence until he/she has worked for two (2) years, unless, in the opinion of the Superintendent or designee, unusual circumstances warrant approval.
5. An individual on leave of absence shall submit a written application for reinstatement thirty (30) days before the expiration of the leave of absence or before the requested reinstatement date. Assignment of personnel returning from an unpaid leave of absence shall be made before the beginning of the school year or at such time thereafter as vacancies permit such reassignments.

B. Sick Leave

1. Use of Sick Leave

- a. Sick leave may be used for personal illness or injury, exposure to contagious disease which could be communicated to other employees or to school children, or for disability due to pregnancy.
- b. Sick leave may be used annually for absence due to serious illness in the immediate family as follows: children, step children, and parents.
- c. Sick leave may be used annually for absence due to serious illness of a spouse, including disability due to pregnancy, where the presence of the employee is required.
- d. Sick leave may also be used for absence due to death in the immediate family as defined below, extended to include brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law and, providing prior permission of the Superintendent or designee is granted, for absence due to attendance at funerals of other relatives or close friends. Length of time excused and paid under this section is to be governed by the relationship and distance to be traveled.

2. Sick Leave Accumulation Report

- a. All service employees shall be granted fifteen (15) days of sick leave annually, credited at the rate of one and one-fourth (1 ¼) days per month. Employees may accumulate sick leave up to a maximum accumulation of four hundred (400) days.
- b. Status I and part-time employees regularly appointed by the Board will be paid sick leave in proportion to their period of service.

- c. Payment for absence covered by sick leave for new employees, or those with no accumulation of credit from prior years of service, shall be withheld until such employee actually reports for duty and begins service. Each new employee who has had no opportunity to accumulate sick leave shall be credited with ten (10) days sick leave, but no additional sick leave shall be credited until the amount earned equals or exceeds ten (10) days.
- d. Previously accumulated sick leave of new employees transferring from other public agencies in Ohio shall be recognized and credited in accordance with Ohio law.
- e. No employee shall lose the accumulated sick leave allowance by reason of having been on leave of absence, nor shall he/she accumulate any additional days during a leave of absence.
- f. Employees who work only a part of the year by reason of late entrance into service, or resignation or release from contract before the regular period of employment, shall earn sick leave in proportion to the length of time employed, or one and one-fourth (1 ¼) days per month employed.
- g. In the event an employee has been given credit for more sick leave benefits than he/she has earned, a deduction shall be made from the last paycheck covering the difference between the amount of sick leave earned and the amount previously allowed.
- h. Full-time employment is interpreted as at least six (6) hours per day, five (5) days per week, according to type of work, per calendar month.
- i. Part-time employment is interpreted as an employee regularly appointed by the Board, but working less than six (6) hours per day.

3. Procedure for Use of Sick Leave

- a. Notification should be given to the office of the Director of Business and Operations as far in advance as possible before the absence from duty so that a substitute may be secured or other necessary arrangements made.
- b. A statement from the attending physician, if consultation with a physician has been required, or a statement signed by the employee, must be filed with the Director of Business and Operations not later than the end of the next succeeding pay period. If the employee has been absent for ten (10) or more consecutive days, the employee must file with the Director of Business and Operations' office a physician's statement certifying that the employee is able to return to work.

- c. Employees may not convert approved and scheduled vacation leave to sick leave except in the event the employee is involved in a serious accident or other extreme circumstances and with prior written approval of the Superintendent or designee.

C. Parental Leave

- 1. Unless otherwise specified, the provisions shall apply to both male and female employees.
- 2. Special Temporary Leave Without Pay
 - a. An employee who wishes to return to service during the same school year or the same calendar year (whichever applies) in which she gives birth to a child or terminates her pregnancy, may elect to go on Special Temporary Leave Without Pay, for a maximum of ninety (90) days, to be effective at the time the employee has used up all of her accumulated sick leave, and to terminate upon determination by the employee that she is able to resume her duties.
 - b. For the purpose of this provision only, the term “school year” shall be interpreted to mean the fiscal school year that begins on July 1. Employees giving birth January 1 to June 30 will have the option of leave until June 30 of the following calendar year.
 - c. If the employee chooses not to use her accumulated sick leave, she may go on Special Temporary Leave Without Pay at the time of her withdrawal from active service.
 - d. During the period of Special Temporary Leave Without Pay, the Board will continue to pay the Board’s share of hospitalization coverage, and the term life insurance will remain in effect for a period not to exceed ninety (90) days.
 - e. Employees returning from Special Temporary Leave Without Pay shall be assigned to the same position held prior to the leave.
- 3. Long-Term Parental Leave Without Pay
 - a. An employee may elect to go on long-term parental leave without pay at the time he/she withdraws from active service following the birth of a child or in circumstances where there are serious health problems of a bargaining unit member’s child. This leave would be for the duration of that current year, and after use of sick leave and/or special temporary leave, if so chosen. Upon written request by March 15, long-term parental leave shall be extended for one (1) additional year.

- b. Individuals on long-term parental leave may continue hospitalization in accordance with COBRA; and for a period of 12 months may continue term life insurance coverage available through the Board by reimbursing the Board for total premium costs. Failure to forward total premium payments to the Board at the stipulated times will terminate this option.
- c. Requests for reinstatement from long-term parental leave shall be directed to the Director of Business and Operations Office.
- d. Upon return from the parental leave, the employee will be assigned to a position for which she is qualified unless she is involved in a reduction in force, in which case reduction in force shall apply. Any employee returning from parental leave shall not be advanced on the salary schedule for the period of absence, nor shall any sick leave accrue during this time.

4. Adoption Leave

Provisions of Article 14, Section C, may be elected by any employee adopting a child. Sick leave for up to a six (6) week period may be used if the child is less than three (3) months old at the time of the adoption. Only one (1) member of a family may be on adoption leave at the same time, at the election of the employee. Parents of adoptive children older than three (3) months may utilize leave pursuant to paragraph 4 above at the time of adoption.

D. Assault Leave

- 1. Assault leave may be granted subject to the approval of the Superintendent in the event that an employee is absent due to physical and/or emotional disability that is the result of an assault while on duty which occurs in the course of Board employment as certified by a physician.
- 2. A request for assault leave shall be in writing setting forth the circumstances of the assault, the nature of the disability, and an estimated date of return to service.
- 3. Assault leave granted under this policy shall not be charged against sick leave or leave granted under other leave policies adopted by the Board.
- 4. A person on assault leave shall receive full pay and benefits during the period of the assault leave. Such payments shall terminate upon medical determination of fitness to resume duties.
- 5. To qualify for assault leave, in addition to the items set forth above, the employee must file a claim with the Bureau of Worker's Compensation for all allowable benefits. Any benefits relative to lost wages, if eligible, shall be remitted to the office of the Treasurer upon receipt.

6. Nothing in the policy prohibits the staff member from electing to use sick leave for the disability period or upon completion of the assault leave if the disability is not corrected at the time but is considered to be of a temporary nature.
7. If an employee becomes permanently disabled due to an assault, he or she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of retirement.

E. Absence of Employees Due to Court Appearance

1. Absence in Response to a Subpoena

If absence from duty is necessary in response to a subpoena in a court case or in an administrative hearing in which the employee is not a party, there shall be no loss of salary under the following conditions:

- a. A certificate must be signed by the employee and filed with the administrative officer immediately upon return to duty stating that no compensation was received as a result of the court appearance, or that compensation was received in the amount listed.
- b. The employee shall have the option of having day(s) recorded as unpaid leave, or remit to the Treasurer's office the amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena or court appearance. In the case of this option, the employee shall receive full pay and benefits for the day(s) involved.

2. Absence in Response to Jury Summons

In case of absence from duty in response to a jury summons, there shall be no loss of salary if a certificate is signed by the employee and filed with the Superintendent or designee immediately upon return from duty, stating that compensation was received in the amount listed.

F. Personal Leave and Form

1. Personal Leave is designed to permit employees to be absent from duties to take care of personal matters that cannot be handled in any other way or at any other time. Its use, therefore, is to be requested after the employee has given careful thought to the urgency of the reason.
2. Except in unusual circumstances and with prior approval of the Superintendent or designee, Personal Leave may not be used:
 - a. To extend a holiday or vacation;
 - b. To extend a trip;

- c. On the first or last day of school; or
 - d. On any staff in-service or staff development day.
3. Personal leave may not be used for any leave purpose which is exclusively governed by another provision of this Agreement nor may it be used for leisure, recreational purposes or to work at another job, including self-employment.
 4. A three (3) day written notice shall be required prior to the use of any Personal Leave by any member of the bargaining unit except in emergency situations.
 5. The following conditions govern the use of Personal Leave:
 - a. Personal Leave shall not exceed three (3) days in any service year.
 - b. Absence on approved Personal Leave shall not be charged against sick leave.
 - c. A maximum of two (2) bargaining unit members per classification may be on personal leave on the same day unless an exception is approved by the Director of Business and Operations or designee.
 - d. Classifications for this item are Custodial, Maintenance, and Transportation.
 6. Emergency Personal Leave shall be reported in accordance with the same procedures used for Sick Leave.
 7. Personal Leave Procedures
 - a. Employees requesting Personal Leave may telephone the Superintendent or designee, contact him/her in person, or use the approved form.
 - b. Employees are not required to state a reason for the use of such leave. However, employees are required to sign a personal leave form certifying that the use of personal leave was not for a prohibited purpose.
 - c. Any unused personal leave will be converted to sick leave at the end of each contract year.
 - d. The Personal Leave Form is in the Agreement as Appendix C.

G. Unpaid Medical Leave

1. Leave of absence without pay for medical reasons may be granted to any employee who has been employed by the Board for a minimum of three (3) consecutive years and who desires to return to such employment at a future date. Those employees with less than three (3) years consecutive service shall be ineligible for such leave.

2. Application must be made to the administering officer and shall be accompanied by a doctor's statement giving the medical reasons and anticipated date of return to duty.
3. Medical leave shall be for one (1) calendar year. An extension of one (1) calendar year may be granted by the Superintendent upon written application of the employee.
4. Written application for early termination of leave may be filed at any time before the expiration of the leave.
5. Written application for reinstatement or for an extension of time shall be filed with the administering officer at least thirty (30) days before expiration of the leave.
6. All written applications for reinstatement shall be accompanied by a statement from the attending physician certifying that the employee is physically and emotionally able to resume his/her duties with the Board.
7. Assignments of personnel returning from medical leave shall be made before the beginning of the school year or at such time thereafter as vacancies permit such assignments.
8. A returning employee may expect to be assigned to a similar position if such position is available. However, if a similar position is not available the employee may be assigned to some other position to which he/she is qualified.

H. Deduct Days

All employees may request deduct days (days off without pay) with advance written approval from the Director of Business and Operations or designee. All other deduct days will only be granted after all other appropriate forms of leave are exhausted. Deduct days may be utilized during Cuyahoga Falls Schools' spring break without exhausting other forms of leave.

All other deduct days will only be granted after all other appropriate forms of leave are exhausted.

I. Sick Leave Donation

1. If a member of the bargaining unit is currently absent due to a serious or long-term illness or accident of the bargaining unit member, spouse, or minor child, and such member has exhausted all of his/her accumulated sick leave, bargaining unit members may donate up to five (5) days of accumulated sick leave to the absent employee.

- a. Bargaining unit members whose sick leave has been depleted by intermittent use, not associated with a serious illness, shall not qualify for this benefit.
 - b. Serious or long-term illness is not intended to include normal maternity leave and/or absence due to child birth. Bargaining unit members seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.
 - c. Recuperation from elective surgeries or other elective procedures which could have otherwise reasonably been scheduled during school vacation periods will not qualify for sick leave donation. This section shall not apply to twelve (12) month employees.
 - d. The initial determination of whether or not an illness or injury meets the requirements of this section will be made by the Superintendent/designee, which determination shall not be arbitrary or capricious.
2. No bargaining unit member may receive more than an aggregate of thirty (30) donated Sick Leave days in any one (1) school year.
 3. The request for donation of sick leave days shall be initiated by a bargaining unit member on a form (Appendix D) furnished to the Treasurer and Local 1 President or designee. It is the responsibility of the Union to notify the bargaining unit of the request.
 4. The donor shall submit the Sick Leave Donation Authorization Form (Appendix D) to the Treasurer and the Local 1 office in order to donate days.
 5. 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.

ARTICLE 6 – WORKING CONDITIONS

A. Work Period

1. The normal work week shall be Monday through Friday of each week. The normal daily work schedule shall be eight (8) hours on each of the five (5) days in the normal workweek, except for those employees hired to perform specific tasks for a lesser amount of time.
2. The employee shall report ready for work at the start of his/her shift. The employee shall be entitled to ten (10) minutes immediately prior to the end of his/her shift for personal clean-up time. Additional clean-up time may be utilized when necessary and reasonably associated with the nature of the task in which the employee is involved.

3. There will be a uniform workday of 7:00 a.m. to 3:30 p.m. with a half-hour lunch when school is in session for all Status I maintenance, transportation (except bus drivers and monitors) and warehouse personnel. This workday schedule may be adjusted by agreement of the employee and Superintendent or designee.
4. Normal work day for Maintenance I Bus Mechanic will be 8:00 a.m. – 4:30 p.m.

B. Lunch and Breaks

1. Employees how are required to be on duty for eight (8) straight clock hours shall be entitled to thirty (30) minutes of meal time within the middle four (4) hours of his/her shift. Those employees not required to be on continuous duty may be permitted to take a maximum of a one-half (1/2) hour lunch free from duty and may leave the premises. Such lunch time shall be in addition to the eight (8) hours to be worked. The immediate supervisor will arrange specific time schedules.
2. All employees shall be entitled to be absent from their work stations for one (1) fifteen- (15) minute period during every four (4) hours of work; the period will be taken ordinarily during the second or third hour of each four –(4) hour period with the immediate supervisor arranging the specific time schedule. Employees shall not conduct personal business during the workday without permission.

C. Work Load and Work Policies

1. Each employee shall be responsible for the performance of any task assigned to him/her by his/her designated superior. Any other person who wishes to change the duties of said employee shall accomplish this through the employee's supervisor, except in emergencies.
2. An employee at any work site who feels that the work load is not fairly distributed may file a grievance for adjustment of said work.
3. No employee shall be required to perform a duty that is in violation of any state law or city ordinance or applicable rules and regulations issued by any federal, state or local regulatory agency, board or commission.
4. New policies or policy changes for the maintenance, operations and transportation departments issued by the administration will be discussed with a committee of Local I prior to their issuance when appropriate and possible.
5. Maintenance employees shall normally perform only the work stipulated on work orders except upon approval of the supervisor.
6. The ninety (90) day probationary period for new employees will be strictly enforced.

D. Overtime

1. Any employee who is required, because of his/her job responsibility, to stay beyond his/her normal work schedule to complete his/her assignment shall be paid for that time at the applicable rate, providing approval of such overtime is obtained from the Superintendent or designee.
2. The Superintendent or designee will survey the custodial personnel to determine their interest in working overtime.
3. Any employee working seven (7) or eight (8) hours of overtime is entitled to a second one-half (1/2) hour lunch period and an additional break.
4. Starting with the first full week in November and continuing to Spring Break, when activities exceed twelve (12) per building per week, an additional one (1) hour of overtime will be offered to the affected assistant custodian. Activities shall end in primary and middle schools normally by 10:00 PM and in the high school normally by 11:00 PM. Exceptions to the above may be approved by the Director of Business and Operations.
5. Election booth set up and take down at the high school will be handled by the high school custodial staff. The Director of Business and Operations will notify each building of the upcoming election. Local 1 will survey and supply crews for set up and take down. Assistant custodians (or acting person in charge) will receive one-half (1/2) hour overtime to assist the Board of Election workers on the evening inspection the day before election. This provision will remain in force so long as reimbursement of costs is received from the Board of Elections.
6. Upon mutual agreement of the parties an employee shall have the option to be paid or accumulate compensatory time for work performed as overtime pursuant to the provisions of the Fair Labor Standards Act.

Compensatory time shall be accumulated and used only in increments of full hours.

If overtime is to be taken as compensated time off it must be recorded and approved on the employee's time sheet. To use the compensated time off once it is earned the required "request for Compensatory Time" form must be submitted in advance for approval.

Usage of any accumulated time shall take place within the current or the pay period which immediately follows. Accumulation near the end of the fiscal year shall be used prior to June 15.

If the compensating time off is not taken during the same pay period it was worked or the pay period immediately following, the payroll department must pay these hours at the overtime rate and the employee no longer has the option to take compensating time off.

7. From the first full weekend in November through the last full weekend in March, custodians shall be paid for inspecting buildings at a rate of two (2) hours' pay per building check for the High School, both Middle Schools, and the Lincoln Elementary building. All other buildings shall receive one (1) hour of pay per building check. Custodians shall be expected to be on duty and working for all paid time. There shall be one building check for every two (2) days the buildings are closed. Under normal circumstances, building checks will not be conducted prior to 5 p.m. on Saturday. On Thanksgiving weekend or other four (4) day weekends occurring within the authorized dates for such inspections, building checks shall occur on the second (2nd) and fourth (4th) day of that extended weekend. No building check is required during the period cited if a custodian will be working in the building on Saturday or Sunday. Building check will be conducted by the custodian assigned to work on the weekend.

E. Overtime Pay Computation

1. In the computation of overtime, holidays shall be considered to be in the same calendar week in which they fall as time worked provided the employee's term of employment requires that he/she be on duty prior to the holiday.
2. Any employee who is required to report back to work after the close of his/her shift, or any day that is not a regular workday, shall be paid a minimum show-up time of three (3) hours. Time and one-half (1 ½) shall be paid for all overtime hours worked by an employee as follows:
 - a. Over eight (8) hours in one (1) work day.
 - b. Over forty (40) hours in one (1) calendar week.
3. Legal holidays as defined in O.R.C. §3319.087 if the Ohio Revised Code or other holidays approved by the Board as they appear on the school calendar shall be considered paid holidays for classified employees.
4. Employees who are out of payroll status on any of the scheduled workdays of a workweek shall lose premium pay for weekly overtime for an equal number of hours in the same week in which such absence occurred.
5. The Board shall attempt to distribute overtime on an equitable basis between employees in the same job classification in the maintenance, operations, and transportation departments at each work site among employees qualified to perform the work. An employee shall be considered qualified if he/she has performed the same or similar work during his/her regular work day.

6. Overtime shall first be offered to the qualified person lowest in overtime hours, except in cases of emergency.

Truck field trips shall be assigned in the following order:

- a) Qualified Maintenance employees
- b) Bus Drivers

Equipment transportation shall be by maintenance employees, then offered to bus drivers.

7. A regular building employee shall be given the first opportunity to work overtime activity assignments in his/her building within his/her classification.

F. Overtime Refusal

1. Records shall be kept at appropriate work sites listing employees in the same job classification alphabetically for the recording of overtime worked or charged. If an employee cannot or will not accept an overtime assignment which he/she is offered, he/she shall be charged with the same number of hours as he/she would have had if he/she had accepted the assignment.

For Transportation rotation see Article 8, Section G.

2. No employee in this bargaining unit shall be obligated to work overtime against his/her wishes, except in extreme emergency. Overtime hours refused shall be charged as overtime worked for the purpose of balancing overtime.

G. Temporary Appointments Pay

1. When an employee is on extended leave due to illness or other authorized absence and a regular employee is assigned as a temporary, the temporary shall receive the rate of pay for the position in which he/she is temporarily appointed. The employee retains the status of his/her original assignment for the purposes of insurance benefits. When the temporary appointment extends beyond one (1) year in the assignment, the employee becomes entitled to two (2) weeks of paid vacation at the rate of pay for the position in which he/she is temporarily appointed. Once an employee qualifies as a temporary appointment, the rate of pay is defined as the hours per day and hourly rate for the temporary appointment position. Holidays, sick leave, and personal leave are paid at the rate of pay for the position in which he/she is temporarily appointed.
2. This occurs with custodians, assistant custodians or other employees when an illness or other absence requires the employee to be off work for at least twenty-five (25) workdays. A written notice will be given to any employee who is temporarily assigned to a higher classification.

3. The Director of Business and Operations will prepare a list of all employees other than bus drivers who may be temporarily assigned on a day-to-day basis to other classifications than such employees are permanently assigned.

A responsibility pay in the amount of \$20 a day will be paid for each day of replacement. Responsibility pay is for an entire day placement. If an employee fills in for half day they will receive \$10.

Responsibility pay will be listed as such on the time sheets.

Responsibility pay shall NOT be used for compensatory absence time.

4. During the initial ninety- (90) day probationary period, if an employee is assigned a job within a higher classification, he/she is considered in training and his/her salary will not be adjusted until the employee completes his/her probationary period.
5. Assistant custodians (Custodian I) hired or promoted to that position after August 28, 2007, will be required to assume the building's head custodian duties when the head custodian is not at work, unless the assistant custodian is otherwise out on an authorized leave.

H. Employee Discipline

1. Disciplinary Conferences

Conferences for disciplinary purposes or reprimands shall be in private with a twenty-four (24) hour written notice to the employee. The notice shall state the day, date, time and reason for the conference. An employee may request a union official to attend the meeting if he/she so desires. When such a request is made, the meeting shall not proceed until the representative is present. Such meetings shall be conducted during the employee's work shift. If an employee is called in for such a meeting at a time other than during his/her work shift, he/she shall be paid for such time, or such time shall be counted toward the total hours he/she is scheduled to work that day.

2. Suspension and/or Termination

- a. Disciplinary suspensions of less than three (3) days may be imposed by the Director of Business and Operations with an appeal to the Superintendent.
- b. Disciplinary suspensions of three (3) days or more maybe imposed by the Superintendent.
- c. Terminations will be by the Board of Education upon recommendation of the Superintendent.

- d. Suspensions for three (3) days or more and/or terminations of an employee may be appealed directly to an arbitrator selected by agreement through Federal Mediation and Conciliation Service (FMCS), who will be given the authority to uphold, amend, or vacate the suspension or termination.

I. Health and Safety

1. It is the policy of the Board to provide safe and healthful working conditions for all employees.
2. The Administration shall exert its best efforts to protect all employees in the bargaining unit from verbal abuse and physical assault while engaged in the performance of their duties. Any employee who is affected by either verbal assaults or threat of physical assaults shall report such matters to his/her immediate supervisor, or in the case of the custodian, to the principal or his/her immediate supervisor.
3. No employee in the bargaining unit shall be asked or expected to physically discipline any pupil.

J. Regular Employees Filling in for Absent Employees

1. The business office will notify the school office of the name of the substitute and the time he/she is scheduled to report to work. The Union shall survey its members for an indication of those interested in overtime including the amount of time and the degree of willingness to assume overtime. The Assistant Custodian for the affected building will be given an opportunity to work the day shift instead of the evening shift when the head custodian is absent. This will not guarantee that the Assistant Custodian will work a double shift.
2. With prior approval of the Superintendent or designee, a cleaner with a boiler license may make a building inspection if for some reason the head custodian or the assistant custodian cannot. Licensed cleaners should be instructed by the head custodian on building check procedures prior to doing building checks.
3. The high school students' employment programs will be utilized as needed.
4. When an activity is scheduled under a fee-basis building rental agreement, a custodian will be on duty and responsible for the activity. For other activities, whether a custodian will be on duty will be at the discretion of the Superintendent or designee. When the custodian is on duty during a fee-basis rental agreement activity, the custodian will perform all reasonable tasks requested by the activity sponsor and any other duties directed by the Superintendent or designee consistent with the regular duties of the job. For other activities when a custodian is on duty at the request of the Superintendent or designee, the custodian shall perform any duties directed by the Superintendent or designee consistent with the regular duties of the job.

5. Telephone notification will be made to the Business Office each Friday by the building principal when an extra heavy pick-up must be made by the package delivery person. Arrangements will be made by the supervisor for additional personnel as may be needed to accomplish the task at hand.

K. Change of Assignment

The administration would confer with any employee who might be reassigned to another work schedule. The employee involved in work schedule changes may have a union representative at the conference. The assignment of personnel is the responsibility of the Superintendent.

L. Personnel Files

1. All personnel files of individual employees shall be open for inspection to each employee upon request. The employee may have a representative of the union present while he/she reviews his/her file. Confidential recommendations are to be removed prior to employee inspection.
2. Any complaint or letter referring to an employee's work performance that is kept on record shall be noted to the employee by letter, and he/she shall be given the opportunity to file an answer to said letter. The answer shall be attached to the letter and placed in the employee's file.

M. Split Shifts

When an employee is asked to fill in for less than a full shift different from his/her regular assignment, the employee will have the option of working all of his/her regular shift or may work less than a full regular shift with the mutual agreement of the employee and Director of Business and Operations or designee. This section shall not apply to employees who regular assignment is a split shift.

N. Cleaners on Special Assignment

Any cleaner assigned to work an outside, closed or rented building, such as Schnee and Newberry, where extra duties will be required, will be provided a 50 cent per hour incentive increase to work those sites. The eight (8) hour work day must be worked within the 12 hours of 6:30 a.m. – 6:30 p.m. Any hours worked past 6:30 p.m. will be at the overtime rate.

O. Calamity Day Pay

1. When schools are closed due to an emergency that would jeopardize the health, safety and welfare of students, an employee who is not required to be present will be paid for that day at the regular straight time rate.
2. Designated employees, required to perform work on such days, will be paid at the following rates:
 - a) All hours worked during the employee's normal work schedule hours will be paid at the straight time rate (in addition to his/her regular straight time pay).
 - b) Any hours worked outside the employee's normal work schedule hours (before or after), will be paid at the appropriate overtime rate, providing authorization had been received beforehand.
 - c) Any employee directed to perform a building check will be paid at the straight time rate (in addition to his/her regular straight time pay), notwithstanding the provisions of Article 6, Section D "Overtime," paragraph 7.
3. This provision applies during the times when school is in normal session and pupils are scheduled for attendance.
4. When reasonably possible when schools are closed for calamity days, employees will be notified of the closing decision prior to arriving at work. Any employee who is not notified of the closing of school and who shows up for work will be paid one (1) hour of pay or for the actual time worked, whichever is greater, at the straight time rate, in addition to calamity pay. Further, should schools be closed due to a public calamity for more than five (5) days in a school year, the parties agree that such additional days may be made up as scheduled by the Board without additional compensation to affected employees excluding Saturday, Sunday and holidays.

ARTICLE 7 – UNION PRIVILEGES

A. Use of School Mail and Bulletin Boards

Local 1 shall have authorization to use the school mails for matters pertaining to maintenance, operation and transportation. Local 1 shall be permitted use of an assigned bulletin board in each school building, or other buildings, for the posting of notices concerning official union business. A full Board agenda will be provided to a Local 1 representative at each regular meeting.

B. Union Business

1. Local 1 may conduct union business other than membership meetings on school property during the hours of employment. The conduct of such business shall not interfere with the operation of the schools, nor hinder any employee's scheduled work. When requested by a member, authorized representatives, elected officers or stewards may visit work sites, provided prior approval has been obtained from the Superintendent or designee.
2. The Union shall have the right to use the buildings at reasonable hours for meetings so long as it does not interfere with the normal conduct of a school or previously scheduled activity.

C. Released Time

1. Local 1 shall designate not more than ten (10) stewards and shall so notify the Director of Business and Operations. Local 1 shall hold not more than one (1) stewards' meeting per month after normal school hours. Those stewards who are on duty at the time of the meeting shall be released by the administration to attend without loss of pay. Meetings shall not normally consume more than two (2) hours.
2. The Superintendent or designee may authorize released time for a steward to visit a work site when requested by an employee to attempt to resolve a grievance that is of an emergency nature or for a Union member to attend committee meetings for committees where the Board has requested or offered participation in the Union.

D. Rights of the Union – Conferences and Union Activities

The Board, upon request, may authorize leave for members selected to serve on programs or in an official capacity at local union meetings. Attendance may be authorized for members elected or selected to serve as officers or delegates to the Service Employees International Union Local 1 F & O Division 100 (formerly known as National Conference of Firemen & Oilers SEIU, AFL-CIO Local 100), the Akron Labor council, or any legitimate labor groups to which Local 1 is affiliated. Requests for such authorization shall be submitted to the Board through the Business Office in sufficient time to permit approval prior to the effective date of leave. Such authorization will not be unreasonably withheld.

E. Annual Seniority List

1. Each January an updated seniority list will be distributed to each work site.
2. Seniority Defined
 - a. System wide seniority is continuous from the last date of hire.
 - b. Classification seniority is continuous from the starting date within the classification and shall include all years of service within that classification from the last date of hire.

ARTICLE 8 – TRANSPORTATION PROVISIONS

A. Transportation Terms Defined

1. Bus Run defined: Any time a driver transports students from or to school, or to or from bus stop.
2. Bus Route defined: The path that drivers follow in the movement of students, as prearranged by the Board.
3. Trip defined: Trip refers to Field Trip, and this is an extra assignment of a driver.
4. Overtime defined. For purposes of this Article overtime is defined as hours worked beyond the drivers' normal route hours, which may or may not qualify for overtime compensation as defined by Article 6. E. 2.

B. Bus Run Route Ratings

Prior to the beginning of each school year, and when special circumstances exist, the Superintendent or designee shall evaluate and rate all bus run routes in the District and assign an official time for each route in one-quarter (1/4) hour time increments. The official time designated all bus run routes shall provide for both pre-trip and post-trip bus inspections by the bus drivers. Any new routes occurring during the school year or routes that need to be adjusted during the school year may be evaluated and rated by the Superintendent or designee prior to such adjustment or implementation of such new routes.

C. Bus Drivers' Required Attendance at Summer Training

Bus drivers and bus monitors who are expected and/or required to attend summer advanced driver training sessions during times when they are not being paid shall be paid their hourly run rate of pay for actual training time and shall not include travel time to and from the sessions. Voluntary attendance will not be discouraged.

D. Posting of Bus Runs

1. All Bus Routes will be posted on the Transportation Bulletin Board one (1) week before the beginning of the school year. Any open or new routes occurring during the school year will be posted for bid on the Transportation Bulletin Board during the School Year. Bidding on a new or open route will be done by seniority within Status. The new or open Route will be posted for bid for five working days. A Driver and/or Monitor will have 30 days to return back to their previous Route if desired. Likewise, the administration may return a driver and/or monitor to their previous route for nonsatisfactory performance. Bus routes that have been adjusted during the school year will not be posted for bid.
2. The Status designation of a transportation employee shall be determined at the start of the 2003-04 school year. The decrease in work time shall not change that status designation of employees. An increase in work time shall change the status designation if the employee will be working six (6) or more hours. For every year after the 2003-04 school year the status rotation will return as set at the beginning of the 2003-04 school year, notwithstanding any other routes that have been designated over 6 hours at that time.

All status changes will be reported to the treasurer's office immediately.

E. Assignment of Drivers

1. For the 2007-08 school year Status I Bus Drivers and Status I Monitors shall be given the first opportunity to bid for Bus Route Assignments. Status II Bus Drivers and Status II Monitors will then be considered. Thereafter Driver and Monitors will return to their same Bus Route within Status. Bidding will only take place when there is an opening of a Bus Route or a new Route is put in place.
2. All bus drivers who perform bus driver related duties shall be paid at the bus driver's rate of pay.
3. Normally, Status II drivers will be utilized as replacement drivers before Status III drivers are called. If no Status II or Status III driver is available, then substitutes may be called.

F. Bus Drivers' Pay for Trips/Runs

1. A driver or bus monitor who is called out to make a bus trip/run will receive a minimum of two (2) hours' pay. A driver who is already on duty and extends his/her duty to make a special bus trip/run will be paid his/her regular hourly rate as appropriate for the time worked. On approved field trips which require transportation employees to stay overnight, payment for services will be as follows: drivers will be paid for actual hours worked each day or eight (8) hours per day, whichever is greater. Additionally, reasonable costs of overnight lodging and related meal costs will be paid by the Board.

2. A driver or bus monitor called out after 6:00 p.m. or prior to 6:00 a.m. and not as an extension of scheduled work times when school is in session or on any weekends, holidays, or any time school is not in session will receive a three (3) hour call in.

G. Transportation Department Overtime Distribution

1. Master Rotation List

A committee will be formed to review the Transportation Overtime Distribution process. The Master Rotation List, as provided in this section, will be reviewed and a proposal for changes, if any, will be submitted to the administration for approval by August 1, 2011. Any changes must be approved by at least thirteen (13) of the bus drivers. If no changes are presented by August 1, 2011, then current contract language will remain in force.

- a. A Master Rotation List by seniority will be utilized for each school year.
- b. New Transportation Personnel will be added and placed in the rotation by averaging overtime hours of all bus drivers or bus monitors.
- c. Transportation Personnel may opt out of the overtime participation with written documentation at the beginning or anytime during the current school year.
 - Employees who opt out of overtime participation will not be added back into the Master Rotation List until the next school year.
- d. Summer routes/trips will be offered to interested drivers/monitors by seniority.
- e. Any chosen field trip which is turned in will be charged double the hours worked, except in dire emergencies. Employees must provide proof of the nature of the emergency. Any field trip that is turned in after being modified by three (3) hours will not be charged.
- f. Emergency field trips will be noted at the top of the monthly roster.
- g. Trip numbers will be added to the monthly roster.
- h. The Transportation Supervisor will provide the daily log and daily hours to a Local 1 representative to be posted on the monthly roster.
- i. The bi-weekly pick sheet will be posted in the Transportation Supervisor's office for review.

- j. Any driver/monitor who is off work for ten (10) consecutive workdays (including holidays) will be placed at the average hours on the Overtime Board. In the event that said employee's hours are greater than the median, that person will be placed at his/her current hours.
2. Allocation of Overtime (Field Trips), the master rotation list will be utilized.
 - a. Starting with seniority, one complete rotation will be done.
 - b. After initial rotation:
 - Records shall be kept for the recording of overtime paid to an employee.
 - Overtime hours refused shall be charged as overtime worked for the purpose of balancing overtime.
 - Overtime shall be offered to available employees lowest in overtime hours. This rotation will continue for the remainder of the current school year.
 - Should any overtime overlap with a bus route, the bus route will take first priority.
 - c. If multiple buses are scheduled for a field trip and one or more buses are canceled, in the absence of volunteers, the employee(s) with the least seniority will be removed from the trip.
 - d. After the master list has been exhausted, available field trips shall be offered to qualified maintenance employees.
3. Posting of Overtime Jobs
 - a. All overtime will be posted for bidding one week in advance whenever possible.
 - b. When an overtime job arises after a rotation has been completed, the overtime will be offered to the employee lowest in hours.

H. Transportation Hours

All Bus Runs will be guaranteed two (2) hours per run. Employees may be required to work the entire two (2) hours.

I. Drivers for Field Trips and Athletic Events

Only authorized transportation employees and licensed maintenance employees shall drive buses for field trips and athletic activities.

J. Lunch/Dinner for Drivers/Monitors on Field Trips

When necessary, employees may take one (1) hour for lunch/dinner when on field trips. Any more time must be approved in advance by the Director of Business or designee. Employees are to remain with the bus or the activity the remainder of the time.

ARTICLE 9 – WORK RULES

A. Tools and Supplies

No employee shall be required to carry tools or supplies in his/her personal vehicle.

B. Foul Weather Gear

Foul weather gear (raincoats and boots) will be made available for transportation and maintenance employees during inclement weather. Five (5) sets of foul weather gear are to be kept at the warehouse (poncho, rain hat and boots).

C. Asbestos Protective Equipment

Asbestos protective equipment will be made available when required.

D. License for Truck Drivers

All employees who drive trucks shall be in possession of a valid license and show proof of insurability with the Board's fleet insurance carrier.

E. Window Cleaning

Commercial window cleaners will be employed to wash all exterior windows above the first floor outside.

F. Lawn Maintenance

Job descriptions for lawn maintenance personnel shall contain specific instructions.

G. Light Bulb Replacement

When a twelve- (12) foot or higher ladder is needed to do a job, two (2) employees shall be assigned to the job.

H. Anti-Smoking Policy

All school facilities, grounds, and vehicles, are smoke free, per Board policy and state law.

I. Job Descriptions

A job description will be written with input from the Union for each of the existing classifications.

J. Lunch Times for Custodial Employees

Custodial employees who have a continuous responsibility when school is in session, shall work eight (8) hours with an included lunch of a half an hour. If the custodian's lunch hour is interrupted by a school emergency, the lunch period would restart after the emergency. The total time used for lunch shall not exceed forty-five (45) minutes.

K. Tool Insurance

1. The Board agrees to pay a One Hundred Dollars (\$100.00) annual stipend or the actual cost of the rider, whichever is greater, to the Bus Mechanic and Electrician to defray the cost of insurance on tools used on the job but personally owned by said employees.
2. In the event of an insurance claim for theft or loss of such tools, the Board agrees to pay a maximum of Two Hundred Dollars (\$200.00) deductible amount paid on such claim with proper documentation.

ARTICLE 10 – VACANCIES, TRANSFERS, PROMOTIONS, TESTING AND POSTING OF POSITIONS

- A. When a job vacancy occurs before the Board fills the vacancy, the job will be posted at each school building, central office, warehouse and transportation garage for a period of five (5) working days listing the job, pay classification and proposed starting date.
- B. All employees interested in a vacancy shall submit their application in writing to the Office of the Superintendent or designee on or before the deadline listed on the posted notice.
- C. Vacancies shall be filled from within the classification by the most senior employees bidding for the position, whenever possible. Seniority shall not be a determining factor when a position is filled from outside a classification. The Superintendent or designee shall have final authority with respect to the filling of vacancies.
- D. When filling a position which remains open after all eligible Board employees have had an opportunity to bid and which requires testing, the Board shall fill the position with the most qualified applicant as follows:

1. Promotions and Testing

- a. Testing will not be required for the following entry level positions:

General Labor
Bus Driver
Bus Monitor
Utility
Cleaner

Current employees posting for openings in these positions will be guaranteed an interview.

- b. Promotional testing will be administered for all other positions:

Maintenance I, II
Warehouse Worker
Custodian I, II, III, IV

- 1) Tests for these positions will be prepared by the Administration with input from individuals from the appropriate classifications.
- 2) Tests will be administered by the District and will be scored by one (1) administrator and one (1) Local 1 Committee Member.
- 3) Notification of the test to be given will be posted at least ten (10) calendar days before administration of the test.
- 4) A list of the top three (3) or less scores will be used from which to select the successful candidate for the position.
- 5) Should any candidate who has taken the test refuse an interview or decline a job offering, their name will be removed from the list.
- 6) A new promotional test may be administered if less than three (3) names remain on the list.
- 7) A new promotional test will be developed for any classification when the test has not been administered for a period of two (2) years.
- 8) If less than three (3) employees take a promotional test for an open position, the District may determine to give a new test. In such instances, the test will be opened up to those who currently work in the next lower job classification within the bargaining unit.
- 9) In scoring tests, seniority credit will be given (.3 years for each year employed by the Board in any position).

- 10) The top three (3) scorers on any test will be interviewed.
 - 11) If a test is administered during an employee's normal work hours, they will be granted a change of duty in order to take the test. No overtime will be recognized for tests taken outside the employee's work schedule.
 - 12) Tested employees will be notified of their test scores and order of placement. A confidential list of all test results will be provided to the Local 1 President.
 - 13) An oral test will be administered upon request of an employee.
 - 14) Tested employees may request to review a test after a list has been generated.
 - 15) An employee may contest the validity of any test item to a joint committee for resolution after a list has been generated.
- E. It is the intent of the Board that each employee assigned to a Custodian I position be fully qualified when assigned. Eligible employees will be urged to obtain licenses required for promotion.
1. Employees currently in possession of an Ohio Boiler's license will continue to receive additional compensation as provided herein. Employees who obtain a new license shall not be eligible to receive additional compensation.
- F. When a position is open by resignation, promotion or retirement, an effort will be made to avoid temporary appointments. However, when an employee is ill, his/her position would be protected; hence, this assignment needs to be a temporary appointment. When a temporary appointment is made, the assignee is aware that the assignment is for someone on such leave.
- G. Notice will be given to any employee turned down for a job change. The employee has the right to meet with the appropriate administrator.
- H. Employees making promotional or lateral moves within their job classification or another job classification will have a fifteen (15) actual day worked probationary period. During such period the employee may also elect to return to his/her former job. An advance written explanation for the reason for the change will be provided. The probationary period may be waived by the mutual agreement of the employee and the Administration or extended by the Administration for a period not to exceed a total of thirty-five (35) actual days worked.

- I. An employee is qualified for a lateral transfer where he/she has performed the same or similar work prior to the transfer and has a satisfactory annual review. Seniority shall be the determining factor in all-lateral transfers, where he/she meets the specific job requirements. Employees shall serve a fifteen (15) actual days worked probationary period, which may be waived or extended as set forth above in H. Interim reviews may be required every five days during the probationary period.

An employee may be returned to his/her previous assignment at any point during the probationary period.

Employees receiving disciplinary action during the previous six months (prior to the transfer) are not qualified for a transfer.

- J. The Board may pre-post anticipated vacancies.

ARTICLE 11 – EMPLOYEE EVALUATION

- A. An annual performance evaluation shall be completed by the employee’s immediate supervisor. The evaluation shall be conducted on a form prepared by the Administration.
- B. Upon completion of a performance evaluation, the immediate supervisor will discuss the evaluation with the employee.
- C. The employee must sign the evaluation form to indicate receipt of a copy of the evaluation. This signature merely indicates the employee has received a copy of the evaluation form.
- D. At any meeting where an employee’s performance evaluation is discussed, the employee has a right to representation from the Union.
- E. Bargaining unit members will not be responsible for the evaluation of other members of the bargaining unit. However, bargaining unit members may be consulted by the Administration about employee performance.
- F. No changes or additions may be made to the evaluation form after it has been signed by the employee.

ARTICLE 12 – PAYROLL AND AGENCY SHOP

- A. Direct Deposit of Pay

Direct deposit of pay to a compatible financial institution of the employee’s choice shall be mandatory for all members of the bargaining unit. Paperless vouchers will be emailed to employees and/or employees will be granted access to online documents.

B. Earnings Record

All assigned and approved services performed for the Board by an employee in this bargaining unit shall be paid for by the Board and included in earnings records.

C. Agency Shop

1. Employees covered by this Agreement shall be required to either become members of the Union or pay a fair share fee as a condition for retaining employment with the Board.
2. As of the effective date of this Agreement, any employee covered by this Agreement who chooses not to become a member of the Union shall be obligated to pay to the Union a monthly fair share fee in accordance with applicable law. Monthly fair share fee payments shall also be made by any employee who is currently a member of the Union but who discontinues membership in the Union during the term of this Agreement.
3. The employer shall deduct from the pay of each member of the Union, who has authorized such deduction, such monthly dues as the Union's Constitution and By-Laws may provide. Deductions shall be made from one (1) paycheck per month. The employer shall transmit to the Union, prior to the end of each month, all monies withheld during that month along with an accounting as to each amount withheld and from whom it was deducted.
4. Fair share fees under this provision shall be deducted by the employer from the payroll checks of non-member employees and forwarded to the Union on a monthly basis in the same manner as regular membership. Written authorization for such deductions shall not be required from non-member employees.
5. The Union hereby indemnifies the employer against any and all claims, demands, suits and any and all other forms of liability which may arise by reason of the employer's action in deducting and forwarding union dues, initiation fees, assessments and/or fair share fees pursuant to this provision.

D. Payroll Data Provided to the Union

The Board agrees to provide between January and February of each year, a list of all employees on the payroll effective January 1, their hourly rate, annual rate, number of work days, number of hours worked and payroll status. Three (3) copies will be sent to the Union office. This does not replace the seniority list, also supplied at this time.

E. SERS Tax-Deferral Pick-Up

Employees will participate in the State Employees' Retirement Systems (SERS) tax deferral pick-up. This defers state and local income tax payments on the employee portion paid toward retirement in accordance with SERS and Internal Revenue Service regulations.

F. Payroll Procedure

1. Employees will be paid in twenty-six (26) biweekly pays except for years in which the calendar necessitates a three (3) week interval between payments.
2. When a situation arises whereby employees experience a three (3) week lapse between payments prior to a new school term, the Treasurer will issue twenty-six (26) substantially equal payments plus a one (1) week payment to all twelve (12) month employees.

G. Payroll Deduction for Prepaid Legal Services

Upon the written request of the employee, the Board agrees to implement payroll deduction for prepaid legal services at no cost to the Board.

ARTICLE 13 – CLASSIFIED EMPLOYEE WAGE RATES

A. Wages for all Employees

1. July 1, 2013 to June 30, 2014 Two (2) percent across-the-board increase
(See Appendix A)
2. July 1, 2014 to June 30, 2015: Two (2) percent across-the-board increase
(See Appendix B)
3. Members of the bargaining unit whose salary schedule steps and longevity steps were frozen for the 2011-12 and 2012-13 school years shall not have these frozen steps restored.
4. Members of the bargaining unit who do not receive a salary schedule step increase for the 2013-14 school year will receive a one-time lump sum payment of Five Hundred Dollars (\$500.00) to be paid in October, 2013.

B. Field Trip Compensation

For employees from other classifications who drive routes or field trips on occasion, the compensation rate for the time driving routes and field trips will be the employees regular rate of pay in his/her regular work classification or the substitute bus driver's rate, whichever is greater.

ARTICLE 14 – FRINGE BENEFITS

A. Attendance Compensation

1. Employees who are off work and drawing sick leave pay during the period when one contract year ends and the next begins shall be paid appropriate accrued sick leave on regular paydays upon presentation of a doctor's certificate of the employee being too ill to return to work at that time. The above doctor's certificate shall be presented the first day of employment in the new contract year.

B. Attendance Policy

1. Good attendance is an asset to both employees and the Board of Education. Money for subs is saved, days are accumulated for future use, perfect attendance bonuses are earned and the quality of work is improved since the work is done by the most qualified. Therefore, the following guidelines are to be used:
 - a. All absences are to be requested in advance, to the supervisor and the business office.
 - b. Sick leave requests must include the reason(s) for absence. Even though each employee earns 15 days per year, it does not mean that those days should be used each year. The wise employee will continue to build days for future use and, maybe, the retirement attendance bonus. We do understand that sometimes illness or death in the family does require absence from work.
 - c. Personal leave must be requested on the approved negotiated form which must be signed by the supervisor. Even though each employee earns 3 days per year, it does not mean that these days should all be used each year. However, there is no carry over to the next year.
 - d. Vacation requests are to be on the approved form(s) in advance of the vacation.
 - e. Requests for absence for sick leave, personal leave and vacation should be requested in advance of the absence. In emergency situations, the request must still be made in advance and approved by the Director of Business and Operations, if possible.
 - f. All contractual items regarding Leaves of Absence must be followed.
2. From time to time problems may come up with misuse of the above procedures. This may result in verbal or written reprimand, disciplinary conferences, suspension and/or possible termination of employment, depending on the severity of the situation. Where possible, progressive discipline will be used unless more serious infractions merit moving directly to a more serious penalty.

- a. Employees using more than ten (10) days of sick leave in one year (July 1-June 30) will be subject to the above procedure unless there is serious illness or other circumstances to warrant long term absence. It is suggested that, whenever possible, employees should get a physician's excuse stating the reason for absence. An employee who is absent for ten (10) or more consecutive days must file a return to work certificate. Unusual circumstances should be reported so that appropriate referrals can be made. Whenever possible, we will adhere to the strictest of confidence.
 - b. Violation of the contractual procedures of absences will result in progressive discipline where possible. More serious infractions may mean moving directly to a more serious penalty.
 - c. Employees who develop a pattern of absence (i.e. missing Mondays and Fridays or missing on important building event days) may be subject to progressive discipline.
 - d. Leaving work unexcused will be subject to discipline procedures and will be considered a serious infraction of the rules.
 - e. Falsification of a time sheet is a serious violation and will be considered serious infraction of the rules.
 - f. Any use of previously denied deduct time may be subject to termination procedure.
 - g. Communication is the best tool to use between employee and administration. To that end the goal of this policy is to improve the attendance of employees, improve the communication between employees and management and help to make the workplace a pleasant place to work.
3. The attendance of Local 1 employees will be reported to the Business and Operations office annually as outlined below.

<u>Absence for the rating period</u>	<u>Rating</u>
0 to 2 days	Commendable
3 to less than 9 days	Meets Expectations
9 to more than 10 days	Needs Improvement

Exceptions to the above tables are:

Absence due to jury duty, military duty injury on the job, assault, union business, death in the immediate family or other relative, religious holidays, personal leave days and hospitalization or outpatient surgery. Only the above listed exceptions are to be used.

In those instances where attendance is rated unsatisfactory, the rated will include an explanatory comment. Further, when absence exceeds nine (9) days, the rated will indicate in the comment section of the evaluation form those cases attributable to the hospital confinement and/or continuous and verified medical treatment.

Should an employee's absence be deemed excessive, it is conceivable that the individual's effectiveness may be reduced proportionately. Initiative, reliability, stamina and stability are a few of the evaluative criteria that may be affected by the absenteeism.

C. Severance Pay and Cash Payment Early Retirement Incentive

1. An employee of the Board, upon retirement from active service under provisions of the appropriate public employees retirement system shall receive severance pay equal to one-fourth (1/4) of his/her accumulated Sick Leave days up to fifty-one (51) days (204×0.25):

Additionally, the employee shall receive one tenth (1/10) of his/her accumulated sick leave beyond 204 accumulated days to a maximum twelve (12) additional days of paid severance. Said payment shall be based on the per diem rate at the time of leaving active service.

2. This payment is to be made upon evidence of approval of retirement benefits by the appropriate retirement system, provided that the employee has been in the District for at least ten (10) years and meets or exceeds the age and/or service requirements of the appropriate retirement system.
3. The above payments shall be exempted from deductions except as provided by law.
4. In addition to the provisions of 1 and 2 above, Status I employees who retire within the contract year that the employee first becomes eligible to retire under SERS shall receive thirty percent (30%) of their final year's salary. Status II employees who retire under these conditions shall receive a fifteen percent (15%) benefit.
5. Each eligible employee shall receive his/her severance pay in one (1) lump sum payment immediately after the effective date of leaving active service with the Board.
6. No tax sheltered annuity contributions can be made for severance and retirement bonus payments per IRS regulations.

D. Vacation

1. Each full-time service employee (eleven (11) consecutive months or more), including full-time, hourly rated and per diem employees, after qualifying as such, shall be entitled during each year thereafter while continuing in the employment of the Board, to vacation leave with full pay according to the following schedule:

<u>Years of Completed Service</u>	<u>Number of Weeks of Vacation per Year</u>
1-5	two (2) weeks
6-10	three (3) weeks
11-15	four (4) weeks
After 16	five (5) weeks

2. All vacation time is exclusive of holidays as defined in this agreement.
3. In determining years of service for vacation purposes, the following procedure shall be used:
 - a. For employees on staff, as of the effective date of this Agreement, the anniversary date shall be July 1.
 - b. For employees hired after the effective date of this Agreement, the anniversary date for vacation purposes shall be the July 1st following their date of hire. Vacation credit earned between the initial date of hire and the initial July 1st following their employment shall accumulate on a pro-rata basis. For said employees, the accumulated pro-rated vacation may be used in accordance with this procedure after the initial July 1st following their employment.
 - c. It is the Board's intention that no employee hired prior to the effective date of this Agreement receive a reduction in vacation benefit as a result of this proposal.
4. Persons regularly employed for less than eight (8) hours but at least four (4) hours or more per day will be entitled to a vacation based on the above criteria at their normal rate of compensation and basis of employment.
5. Vacations are not to be taken one (1) week prior to or one (1) week after close of the school term, or one (1) week prior to or one (1) week after the opening of school in the next term. In addition, no more than six (6) bargaining unit members may be scheduled for vacation on any school work day. For purposes of this section, "school work day" is defined to mean a day when students are scheduled to be in session. For custodial employees, "school work day" for purposes of this section is defined to mean a day when students are scheduled to be in session in the building where the custodial employee is assigned.

6. Employees may be permitted upon approval of the Superintendent or designee to take vacation at any "down time" to include, but not be limited to, Winter or Spring recess. Employees with three (3) weeks vacation or more may make a request in writing to the Superintendent or designee to carry over up to five (5) days of vacation upon request or, in lieu of such carryover, may be paid up to five (5) days of vacation time per year. The carryover vacation, if approved, may not be accumulated from year to year. Employees with three (3) weeks vacation or more may request it at any other time during the year from the Superintendent or designee, but it may not interfere with the operation of the building or school system.
7. All vacation requests for the following service year will be submitted on the form provided by the Administration on or about April 1. The vacation request form shall contain the full year calendar as agreed to by the parties and shall contain signature of the Immediate Supervisor and approval of the Director of Business. The request form must be returned to the Superintendent or designee by April 30 for approval or disapproval in writing by the Administrator. All vacation additions or corrections must be made on the proper form and approved in writing by the Superintendent or designee.
8. Vacations for employees resigning for the purpose of retirement shall be reimbursed in a lump sum payment for the current year's earned vacation and any carryover up to a maximum of 8.5 weeks' pay at his/her appropriate rate of pay. The employee must notify the Treasurer by written request thirty (30) days in advance of the anticipated retirement.
9. Custodial Vacation Time.
 - a. Unless otherwise approved by the Superintendent or his/her designee, a regular custodian or cleaner must be on duty in the building during down time.
 - b. The vacation time of a custodian and assistant custodian may overlap during the month of July, unless operational concerns related to building schedules (i.e. activities scheduled in the building during that month) prevent the granting of such overlapping vacation.

E. Holidays

1. All employees will be paid for holidays which fall within their normal work week.
2. Paid holidays shall include the following if falling within the normal work week:
 - a. New Year's Day
 - b. Martin Luther King Day
 - c. Presidents' Day
 - d. Good Friday
 - e. Memorial Day

- f. Independence Day
 - g. Labor Day
 - h. Thanksgiving Day
 - i. Thanksgiving Friday
 - j. Christmas Day
 - k. The day before or the day after Christmas
 - l. The day before or the day after New Year's Day
3. If the holiday falls on Saturday, the preceding Friday shall be the designated holiday. If the holiday falls on Sunday, then the subsequent Monday shall be the designated holiday. Other holidays which appear on the school calendar shall be considered paid holidays for members of the bargaining unit. The exact date will be incorporated in the annual school calendar following a consultation with Local 1 representatives.
 4. When any employee is required by his/her immediate supervisor to work on any of the paid holidays, he/she shall be paid his/her regular salary plus the overtime rate for hours worked.

F. College and Seminar Credit Pay

1. Employees shall receive an additional ten cents (\$.10) per hour for fifteen (15) semester hours of college credit or the equivalent and an additional twenty (\$.20) cents per hour for thirty (30) semester hours of college credit or equivalent. Courses must be in fields related to the area of employment.
2. A pre-approved seminar would be credited at Eighty Six One Thousands (.086) semester hours per instructional hour.
3. The Superintendent or designee shall be the approving authority for courses or seminars.
4. On in-service days when staff members receive compensation, no credit will be given.

G. CDL Reimbursement

The Board agrees to reimburse bus drivers for the documented cost of the CDL license.

H. Uniforms

1. The Board will continue to provide work pants, including jean style, to employees.
2. The Board will continue to offer employees a choice of three (3) work shirts. Employees will be afforded the opportunity to change shirt styles once each year, in January.

3. The Board will offer for purchase by employees navy knit shirts twice each year in September and April.
4. The Board will provide coveralls to all maintenance employees and to other employees designated by the Superintendent or designee at Board expense. In addition, coveralls will also be offered for sale to other employees at their own expense.
5. Employees may participate in spirit days and may wear appropriate spirit clothing in lieu of uniforms.
6. Employees may wear shorts in lieu of work pants from April 15 until October 15 or when the temperature is above 75 degrees. These shorts may be purchased from the uniform company or shall be of comparable style and color, if purchased from another source.
7. The Board shall be responsible for the care and cleaning of uniforms except for those garments purchased by the employee (i.e., knit shirts and/or shorts).

I. Boiler's License Compensation

The annual boiler license compensation shall be increased the same percentage and at the same time as the increase in wages. The annual boiler license compensation shall be paid in a lump sum in July of each year. Employees who leave during the year will be paid a prorated amount. See salary appendix sections for yearly compensation.

J. Longevity

All employees eligible to receive longevity pay shall be compensated an additional .10 cents per hour at 10 years and an additional .03 cents per hour at 15 years service and above steps. The new longevity amounts shall be added to the current schedule prior to the addition of salary increases.

ARTICLE 15 – INSURANCE BENEFITS

A. Medical/Prescription Drug Insurance

1. Comprehensive Major Medical Insurance

a. Benefits: Revised benefit levels as presented to Insurance Committee.

b. Premium Payments:

(1) Status I - Employee premium contribution shall be:

2013-2014	10%
2014-2015	11%

(2) Status II - Seventy-five percent (75%) paid by the Board

(3) Status III - Not eligible for access to group plan.

B. Dental Insurance

1. Benefits: Remain unchanged from 2006-07 concession levels except as below:

Annual maximum: \$2,500 per person.

2. Premium Payments:

a. Status I - Single and family coverage. Employee premium contribution shall be:

2013-2014	10%
2014-2015	11%

b. Status II - Board pays seventy-five percent (75%).

c. Status III - Not eligible for access to group plan.

C. Comprehensive Major Medical Insurance

1. Benefits

Medically necessary:

Hospital Room and Board (365 days average semi-private)
Necessary Ancillary Services
Out-Patient Services (Testing)
Surgical Services including Ambulatory Surgery
In-patient Medical Services
Out-Patient Medical Services (Accidents)
Diagnostic Services
Therapy
Maternity
Psychiatric Care
Ambulance
Private Day Nursing
Home Health Care
Extended Care
Substance Abuse
Hospice Care
Second Surgical Opinions
Required Medical Equipment
Prosthetic Appliances
Birth Control Pills
\$2,000,000 Lifetime Limit
\$250 Deductible for Single Coverage
\$500 Deductible for Family Coverage
(This also increases the OOP limits since it includes deductible.)

Therefore new OOP limits will change from \$500/\$1,000 to \$750/\$1500

Coordination of Benefits
Subrogation Rights
Claim Audits
Utilization Review
Exclusion of Weekend Admissions
Administrative Liberalizations
Preferred Provider Option
Employee Incentive Option
Employee Education Program

END BENEFIT PROVISIONS

D. Life Insurance

1. Benefits:

- a. Status I – Term life insurance shall be equal to one (1) times the annual salary or Thirty Thousand Dollars (\$30,000.00), whichever is greater.
- b. Status II – Term life insurance shall be equal to one-half (1/2) times the annual salary or Twenty Thousand Dollars (\$20,000.00)

2. Premium Payments:

Fully paid by the Board.

E. Application Procedure

- 1. New employees who wish to enroll in the plan and other personnel who have not had previous coverage and now wish to join may contact the Treasurer's Office for applications.
- 2. Applications may be filed within thirty (30) days of employment. Applications received after the first thirty (30) days will be subject to selection by the Insurance Company.
- 3. Status III employees will be denied access to the health care and dental group plans.
- 4. Application for Life Insurance

All Status I and Status II employees may indicate whether or not they wish to have group term life insurance on the application form provided. Applications will be accepted by the Treasurer's Office any working day during office hours. Any change in marital status may require a new application form.
- 5. Insurance premiums, for employees will automatically be deducted as a premium pass-thru.

F. Records

For maximum protection, it is imperative for members to inform the Office of the Treasurer of any change in family status, such as marriage, birth, death or divorce. In the case of marriage, the new husband or wife must be enrolled within thirty (30) days from the date of the marriage if family coverage is desired.

G. Compensation for Insurance Waiver

1. Insurance Waiver by Employees

- a. Any Status I employee who is otherwise eligible to subscribe to the school's comprehensive major medical, prescription drug, and dental insurance plans but elects not to subscribe to all of said plans shall receive an annual payment for opting-out of the insurance plans with payment to be made in the first payroll of August subsequent to the completion of the year's waiver.

Status I \$2,500

Status II \$1,000

- b. An employee who has waived the insurance coverages described above must complete the necessary forms as requested by the Board. The employee may only reapply for insurance coverages, effective each July 1, unless there is a change in family or employment status.

2. Compensation for Insurance Waiver

- a. For employees hired on or after the effective date of this Agreement, when married partners are both Status I employees of the Cuyahoga Falls School District, only one (1) family comprehensive major medical, prescription, and dental insurance plan will be provided and no compensation for insurance waiver will be provided. Married partners shall be eligible for two (2) single plans. For employees hired prior to the effective date of this Agreement, the prior procedure will remain in effect.

- b. Any other Status I employee who waives his/her comprehensive major medical, prescription, and/or dental insurance(s) for the entire school year (July 1-June 30) shall be paid the following in one (1) lump sum with the first paycheck in August subsequent to the completion of the year's waiver:

1)	Comprehensive major medical	\$500.00
2)	Prescription	0.00
3)	Dental.....	\$150.00

- c. An employee who has waived any of the coverages described above may only reapply effective each July 1, unless there is a change in family or employment status.

H. Employee Assistance Program

The Board and the Union agree to form a committee no later than January 1, 2014, of up to two (2) representatives from each party to study the implementation of an employee assistance program in the District. The committee will issue a report of recommended findings to both parties for their consideration.

I. Section 125 Plan

A Section 125 plan shall be available to members of the bargaining unit. The Board will pay the service charge related to the plan, and interested members can contact the Treasurer's Office to enroll in the plan.

J. Local 1 shall be eligible to participate in the District's insurance committee which is charged with studying plan benefits, steerage, and cost containment options for the District's medical, dental, and prescription insurance programs. The President of Local 1 or designee shall appoint two (2) representatives to the committee.

ARTICLE 16 – LABOR MANAGEMENT COMMITTEE

The LMC shall be created in the interest of establishing a positive relationship between the Union and the Administration (Board). The Committee shall meet monthly at a time and place selected by the meeting host. The Committee may suspend meetings for mutually agreed reasons such as summer months.

An agenda including the date, time of the meeting and an agreed to location for the meeting shall be provided to all representatives at least three (3) work days in advance of any meeting. Either party may submit items to the agenda. Emergency items may be presented by mutual agreement. Brief minutes shall be written and distributed by the host party.

The assignment of a host shall be rotated equally between the parties. The host shall be responsible to assemble and distribute an agenda and the location of each meeting and will write brief minutes and distribute them.

A core committee shall be identified by each party and shall consist of any union representatives and employer staff required by the parties. As needed, supplemental personnel may be in attendance. Members of the core committee shall be trained in Interest Based Problem Solving skills.

All participants shall recognize that discussions during Committee meetings shall be held in the highest confidence. Results will be announced without specific references.

The LMC shall have full authority to implement any decision it has made. Except those items where formal action is necessary by the board and/or Local 1 is necessary.

ARTICLE 17 – REDUCTION IN FORCE

- A. When in the event of a building closing, job abolishment, lack of funds, or other reasons determined by the Superintendent which necessitates reduction in force, probationary employees in the classification shall be laid off first. Reduction of support personnel shall be made in the inverse order of seniority. Retrogressing (bumping) shall be exercised where the employee's seniority will hold only within the classification series where he/she is working with most recent employees being displaced first.
- B. Reduction in employees shall be made under the following rules:
1. A person reduced from a promotional category for one of the above listed reasons shall have the right to displace the person with the least seniority within their own classification and the person thus bumped bumps the person in the lower category with the least seniority.
 2. The least senior employee in a classification shall have the right to bump and displace the least senior employee in the next lowest classification. Bumping shall also mean the least senior employee based on his/her seniority in that classification. An employee may also exercise an option not to bump another employee. This action will limit the right of recall only to the classification from which the employee was displaced.
 3. In case of reduction, the employee being reduced would return to the position from which he/she advanced or to a lower classification position.
 4. If the initial employments date (hire date shown on Local 1 "Seniority List") is equal with two (2) or more employees, then the Board appointment date shall determine seniority. If seniority dates are still equal among two or more employees, then the official application dates should be used to determine seniority. Any additional ties shall be broken by the toss of a coin in the presence of the Union and affected employees.
 5. Any employee reduced in classification, or laid off, shall retain recall rights forever, during which time the appointing authority shall not hire nor promote anyone to the classification series of reduction or layoff until all reduced or laid off employees are reinstated or have been offered reinstatement and refused, in reverse order of layoff. After incumbents in a given classification have the chance to be considered, any employee affected by layoff or reduction shall have the first opportunity for a vacant position in his/her classification series.

6. The laid off employee shall provide the Superintendent or designee with his/her current mailing address, telephone number and any other pertinent information. In the current event of recall, the employee being recalled shall be notified by Certified Mail to the employee's last known address, according to the business Office records, as to the date of his/her expected return to work. Each employee recalled shall be given at least fourteen (14) calendar days notice, excluding legal holidays to respond to a reinstatement letter. Failure to accept the Superintendent or designee's offer of reinstatement or refuse recall within fourteen (14) calendar days shall terminate an employee's recall right. Non-response to an offer of reinstatement will be considered a refusal. Copies of recall notices will be sent to the Local Union President for informational purposes only.
7. Employees retrogressing in the same classification series shall not be subject to a probationary period. An employee who bumps into a job classification which he has no previous service will have 15 work day probationary period. At any time during this period, the employee may elect to take a lay off in lieu of remaining in the new classification. Electing to take a lay off will limit the right of recall only to the classification from which the employee was displaced. Employee(s) who retrogress to a lower classification shall be reduced in pay to that of the new job classification in the comparable experience step.
8. In the event of a layoff or reduction occurring as a result of a building closing, affected employees shall have at least sixty (60) calendar days notice to either bid on other vacant positions or to exercise bumping and displacement rights.
9. The board shall discontinue insurance benefits at the time of the reduction or layoff. Displaced employees shall be offered the opportunity to substitute in their classification. The substitute list would permit the employee to maintain insurance benefits by paying the total group rate.
10. Vacation eligibility for any employee reduced to a school year position and then returned to an annual position shall gain eligibility for vacation using the same formula as previously negotiated.
11. Written notification shall be given to all affected employees, Local President and the Business Agent two (2) weeks prior to any reduction.

C. Bargaining Unit Classifications and Classification Series (for RIF Purposes)

1. Maintenance Classification Series
 - a. Maintenance II
 - (1) Electrician
 - (2) Plumber
 - (3) Bus Mechanic

- b. Maintenance I
 - (1) General Maintenance
 - (2) Carpenter
 - (3) Plumber Assistant
 - (4) Mechanic
 - c. Warehouse
 - d. Grounds Keeper
 - e. Utility
 - (1) Food Truck
 - (2) Maintenance Assistant
 - (3) Grounds
2. Custodial Classification Series
- a. Custodian IV – H.S. Head Custodian
 - b. Custodian III – M.S. Head Custodian
 - c. Custodian II – Elem. Head Custodian and High School Night Custodian
 - d. Custodian I – Assistant Custodian
 - e. Cleaner
3. Transportation
- a. Bus Driver
 - b. Monitor
4. General Labor Classification

ARTICLE 18 – DURATION, INTENT OF AGREEMENT AND SIGNATURES

- A. All matters covered in this Agreement shall be deemed to have been raised and disposed of as if covered herein. It is agreed that this document contains the full and complete agreement on all issues that were negotiated, and neither party shall be required during the term of this Agreement to negotiate or bargain upon any issue.
- B. The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules and regulations as it deems appropriate except as otherwise agreed.

- 3. Transportation
 - a. Bus Driver
 - b. Monitor
- 4. General Labor Classification

ARTICLE 18 – DURATION, INTENT OF AGREEMENT AND SIGNATURES

- A. All matters covered in this Agreement shall be deemed to have been raised and disposed of as if covered herein. It is agreed that this document contains the full and complete agreement on all issues that were negotiated, and neither party shall be required during the term of this Agreement to negotiate or bargain upon any issue.
- B. The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules and regulations as it deems appropriate except as otherwise agreed.
- C. This contract shall be in effect from August 28, 2013, through June 30, 2015.

FOR THE BOARD:



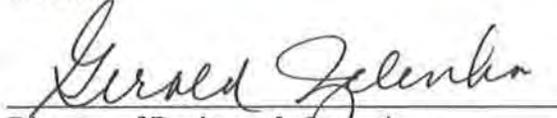
 President, Board of Education



 Superintendent



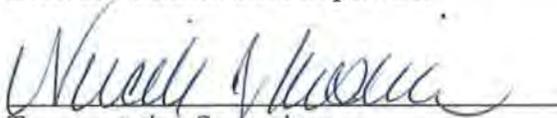
 Treasurer



 Director of Business & Operations

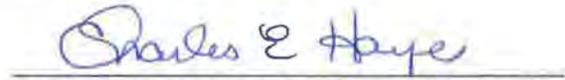


 Custodial/Maintenance Supervisor

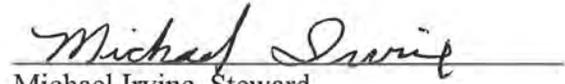


 Transportation Supervisor

FOR LOCAL 1:



 Director, SEIU Local 1 F&O Division 100



 Michael Irvine, Steward

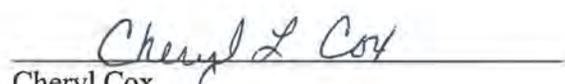


 Richard Becks, Steward

 Earl Case



 Joe Wenneman



 Cheryl Cox

CUYAHOGA FALLS CITY SCHOOL DISTRICT
2013-2014 LOCAL 1 WAGE RATE SCHEDULE

	Step 1	Step 2	Step 3	Step 4	10th Year	15th Year	20th Year	25th Year	30th Year	35th Year
<u>Utility</u>										
A	\$29,978.21	\$31,526.98	\$32,736.29	\$34,115.33	\$35,303.42	\$36,088.42	\$37,552.32	\$38,676.77	\$40,183.10	\$41,604.58
B	\$1,153.01	\$1,212.58	\$1,259.09	\$1,312.13	\$1,357.82	\$1,388.02	\$1,444.32	\$1,487.57	\$1,545.50	\$1,600.18
H	\$14.41	\$15.16	\$15.74	\$16.40	\$16.97	\$17.35	\$18.05	\$18.59	\$19.32	\$20.00
<u>Cleaner</u>										
A	\$29,978.21	\$31,526.98	\$32,736.29	\$34,115.33	\$35,303.42	\$36,088.42	\$37,552.32	\$38,676.77	\$40,183.10	\$41,604.58
B	\$1,153.01	\$1,212.58	\$1,259.09	\$1,312.13	\$1,357.82	\$1,388.02	\$1,444.32	\$1,487.57	\$1,545.50	\$1,600.18
H	\$14.41	\$15.16	\$15.74	\$16.40	\$16.97	\$17.35	\$18.05	\$18.59	\$19.32	\$20.00
<u>Warehouse Worker</u>										
A	\$34,794.24	\$36,788.54	\$37,870.56	\$38,910.14	\$40,013.38	\$40,649.86	\$41,859.17	\$43,089.70	\$44,341.44	\$45,656.83
B	\$1,338.24	\$1,414.94	\$1,456.56	\$1,496.54	\$1,538.98	\$1,563.46	\$1,609.97	\$1,657.30	\$1,705.44	\$1,756.03
H	\$16.73	\$17.69	\$18.21	\$18.71	\$19.24	\$19.54	\$20.12	\$20.72	\$21.32	\$21.95
<u>Bus Monitor</u>										
H	\$9.87	\$10.32	\$10.76	\$11.24	\$11.65	\$11.84	\$12.46	\$12.91	\$13.44	\$13.96
<u>Bus Driver</u>										
H	\$15.69	\$16.39	\$17.09	\$17.87	\$18.45	\$18.81	\$19.72	\$20.49	\$21.28	\$22.12
<u>Groundskeeper</u>										
A	\$33,563.71	\$34,200.19	\$35,558.02	\$36,958.27	\$38,103.94	\$38,761.63	\$40,098.24	\$41,243.90	\$42,644.16	\$44,044.42
B	\$1,290.91	\$1,315.39	\$1,367.62	\$1,421.47	\$1,465.54	\$1,490.83	\$1,542.24	\$1,586.30	\$1,640.16	\$1,694.02
H	\$16.14	\$16.44	\$17.10	\$17.77	\$18.32	\$18.64	\$19.28	\$19.83	\$20.50	\$21.18
<u>Maintenance I</u>										
A	\$35,303.42	\$36,937.06	\$38,316.10	\$39,780.00	\$40,862.02	\$41,413.63	\$42,559.30	\$43,811.04	\$45,168.86	\$46,526.69
B	\$1,357.82	\$1,420.66	\$1,473.70	\$1,530.00	\$1,571.62	\$1,592.83	\$1,636.90	\$1,685.04	\$1,737.26	\$1,789.49
H	\$16.97	\$17.76	\$18.42	\$19.13	\$19.65	\$19.91	\$20.46	\$21.06	\$21.72	\$22.37
<u>Custodian I</u>										
A	\$34,327.49	\$36,279.36	\$37,382.59	\$38,443.39	\$39,525.41	\$40,183.10	\$41,413.63	\$42,559.30	\$43,811.04	\$45,147.65
B	\$1,320.29	\$1,395.36	\$1,437.79	\$1,478.59	\$1,520.21	\$1,545.50	\$1,592.83	\$1,636.90	\$1,685.04	\$1,736.45
H	\$16.50	\$17.44	\$17.97	\$18.48	\$19.00	\$19.32	\$19.91	\$20.46	\$21.06	\$21.71
<u>Custodian II</u>										
A	\$39,313.25	\$40,649.86	\$41,965.25	\$43,535.23	\$44,553.60	\$45,147.65	\$46,293.31	\$47,799.65	\$48,966.53	\$50,388.00
B	\$1,512.05	\$1,563.46	\$1,614.05	\$1,674.43	\$1,713.60	\$1,736.45	\$1,780.51	\$1,838.45	\$1,883.33	\$1,938.00
H	\$18.90	\$19.54	\$20.18	\$20.93	\$21.42	\$21.71	\$22.26	\$22.98	\$23.54	\$24.23
<u>Custodian III</u>										
A	\$41,222.69	\$42,559.30	\$44,171.71	\$45,678.05	\$46,653.98	\$47,226.82	\$48,542.21	\$50,006.11	\$51,151.78	\$52,382.30
B	\$1,585.49	\$1,636.90	\$1,698.91	\$1,756.85	\$1,794.38	\$1,816.42	\$1,867.01	\$1,923.31	\$1,967.38	\$2,014.70
H	\$19.82	\$20.46	\$21.24	\$21.96	\$22.43	\$22.71	\$23.34	\$24.04	\$24.59	\$25.18

**CUYAHOGA FALLS CITY SCHOOL DISTRICT
2013-2014 LOCAL 1 WAGE RATE SCHEDULE**

	Step 1	Step 2	Step 3	Step 4	10th Year	15th Year	20th Year	25th Year	30th Year	35th Year
<u>Custodian IV</u>										
<u>Maintenance II</u>										
<u>A</u>	\$43,195.78	\$44,829.41	\$46,272.10	\$47,714.78	\$48,796.80	\$49,412.06	\$50,748.67	\$52,191.36	\$53,443.10	\$54,673.63
<u>B</u>	\$1,661.38	\$1,724.21	\$1,779.70	\$1,835.18	\$1,876.80	\$1,900.46	\$1,951.87	\$2,007.36	\$2,055.50	\$2,102.83
<u>H</u>	\$20.77	\$21.55	\$22.25	\$22.94	\$23.46	\$23.76	\$24.40	\$25.09	\$25.69	\$26.29

General Labor \$12.83 per hour

- Notes: 1. Assistant Custodian assigned to a secondary building will receive an addition Five Cents (.05) per hour
2. All employees holding a valid boiler operators license will receive additional pay in the amount of Three Hundred Sixty-Nine Dollars and Eighteen Cents (\$369.18) each fiscal year.
3. An incentive pay of 50 cents per hour for a cleaner who works an outside or closed building.

**CUYAHOGA FALLS CITY SCHOOL DISTRICT
2014-2015 LOCAL 1 WAGE RATE SCHEDULE**

	Step 1	Step 2	Step 3	Step 4	10th Year	15th Year	20th Year	25th Year	30th Year	35th Year
<u>Utility</u>										
A	\$30,577.77	\$32,157.52	\$33,391.01	\$34,797.63	\$36,009.49	\$36,810.18	\$38,303.37	\$39,450.30	\$40,986.77	\$42,436.67
B	\$1,176.07	\$1,236.83	\$1,284.27	\$1,338.37	\$1,384.98	\$1,415.78	\$1,473.21	\$1,517.32	\$1,576.41	\$1,632.18
H	\$14.70	\$15.46	\$16.05	\$16.73	\$17.31	\$17.70	\$18.42	\$18.97	\$19.71	\$20.40
<u>Cleaner</u>										
A	\$30,577.77	\$32,157.52	\$33,391.01	\$34,797.63	\$36,009.49	\$36,810.18	\$38,303.37	\$39,450.30	\$40,986.77	\$42,436.67
B	\$1,176.07	\$1,236.83	\$1,284.27	\$1,338.37	\$1,384.98	\$1,415.78	\$1,473.21	\$1,517.32	\$1,576.41	\$1,632.18
H	\$14.70	\$15.46	\$16.05	\$16.73	\$17.31	\$17.70	\$18.42	\$18.97	\$19.71	\$20.40
<u>Warehouse Worker</u>										
A	\$35,490.12	\$37,524.31	\$38,627.97	\$39,688.35	\$40,813.64	\$41,462.85	\$42,696.35	\$43,951.49	\$45,228.27	\$46,569.97
B	\$1,365.00	\$1,443.24	\$1,485.69	\$1,526.47	\$1,569.76	\$1,594.73	\$1,642.17	\$1,690.44	\$1,739.55	\$1,791.15
H	\$17.06	\$18.04	\$18.57	\$19.08	\$19.62	\$19.93	\$20.53	\$21.13	\$21.74	\$22.39
<u>Bus Monitor</u>										
H	\$10.07	\$10.53	\$10.98	\$11.47	\$11.88	\$12.08	\$12.71	\$13.17	\$13.71	\$14.24
<u>Bus Driver</u>										
H	\$16.00	\$16.72	\$17.43	\$18.23	\$18.82	\$19.18	\$20.11	\$20.90	\$21.70	\$22.57
<u>Groundskeeper</u>										
A	\$34,234.99	\$34,884.20	\$36,269.18	\$37,697.44	\$38,866.01	\$39,536.86	\$40,900.20	\$42,068.78	\$43,497.04	\$44,925.30
B	\$1,316.73	\$1,341.70	\$1,394.97	\$1,449.90	\$1,494.85	\$1,520.65	\$1,573.08	\$1,618.03	\$1,672.96	\$1,727.90
H	\$16.46	\$16.77	\$17.44	\$18.12	\$18.69	\$19.01	\$19.66	\$20.23	\$20.91	\$21.60
<u>Maintenance I</u>										
A	\$36,009.49	\$37,675.80	\$39,082.42	\$40,575.60	\$41,679.26	\$42,241.90	\$43,410.48	\$44,687.26	\$46,072.24	\$47,457.22
B	\$1,384.98	\$1,449.07	\$1,503.17	\$1,560.60	\$1,603.05	\$1,624.69	\$1,669.63	\$1,718.74	\$1,772.01	\$1,825.28
H	\$17.31	\$18.11	\$18.79	\$19.51	\$20.04	\$20.31	\$20.87	\$21.48	\$22.15	\$22.82
<u>Custodian I</u>										
A	\$35,014.04	\$37,004.95	\$38,130.24	\$39,212.26	\$40,315.92	\$40,986.77	\$42,241.90	\$43,410.48	\$44,687.26	\$46,050.60
B	\$1,346.69	\$1,423.27	\$1,466.55	\$1,508.16	\$1,550.61	\$1,576.41	\$1,624.69	\$1,669.63	\$1,718.74	\$1,771.18
H	\$16.83	\$17.79	\$18.33	\$18.85	\$19.38	\$19.71	\$20.31	\$20.87	\$21.48	\$22.14
<u>Custodian II</u>										
A	\$40,099.51	\$41,462.85	\$42,804.55	\$44,405.94	\$45,444.67	\$46,050.60	\$47,219.18	\$48,755.64	\$49,945.86	\$51,395.76
B	\$1,542.29	\$1,594.73	\$1,646.33	\$1,707.92	\$1,747.87	\$1,771.18	\$1,816.12	\$1,875.22	\$1,920.99	\$1,976.76
H	\$19.28	\$19.93	\$20.58	\$21.35	\$21.85	\$22.14	\$22.70	\$23.44	\$24.01	\$24.71
<u>Custodian III</u>										
A	\$42,047.14	\$43,410.48	\$45,055.15	\$46,591.61	\$47,587.06	\$48,171.35	\$49,513.05	\$51,006.23	\$52,174.81	\$53,429.95
B	\$1,617.20	\$1,669.63	\$1,732.89	\$1,791.98	\$1,830.27	\$1,852.74	\$1,904.35	\$1,961.78	\$2,006.72	\$2,055.00
H	\$20.21	\$20.87	\$21.66	\$22.40	\$22.88	\$23.16	\$23.80	\$24.52	\$25.08	\$25.69

**CUYAHOGA FALLS CITY SCHOOL DISTRICT
2014-2015 LOCAL 1 WAGE RATE SCHEDULE**

	Step 1	Step 2	Step 3	Step 4	10th Year	15th Year	20th Year	25th Year	30th Year	35th Year
<u>Custodian IV</u>										
<u>Maintenance II</u>										
A	\$44,059.69	\$45,726.00	\$47,197.54	\$48,669.08	\$49,772.74	\$50,400.31	\$51,763.65	\$53,235.19	\$54,511.97	\$55,767.10
B	\$1,694.60	\$1,758.69	\$1,815.29	\$1,871.89	\$1,914.34	\$1,938.47	\$1,990.91	\$2,047.51	\$2,096.61	\$2,144.89
H	\$21.18	\$21.98	\$22.69	\$23.40	\$23.93	\$24.23	\$24.89	\$25.59	\$26.21	\$26.81

General Labor \$13.87 per hour

- Notes:
1. Assistant Custodian assigned to a secondary building will receive an addition Five Cents (.05) per hour
 2. All employees holding a valid boiler operators license will receive additional pay in the amount of Three Hundred Seventy-Six Dollars and Fifty-Six Cents (\$376.56) each fiscal year.
 3. An incentive pay of 50 cents per hour for a cleaner who works an outside or closed building.

CUYAHOGA FALLS CITY SCHOOLS – Local 1
NOTIFICATION OF USE OF PERSONAL LEAVE

Employee Name _____ Date of Application _____

Building _____

I hereby request Personal Leave on the following date/dates:

DATE	ALL DAY	AM ONLY	PM ONLY	(Check One)
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	

I hereby certify that my use of personal leave is to take care of personal matters which cannot be handled in any other way or at any other time. I further certify that the use of this personal leave is not for the purpose of leisure, recreational purposes, or to work another job, including self-employment.

Employee

This approval/denial section shall only be used if necessary under Article 5, Section F, or if use of the leave would exceed the three (3) days granted by contract.

Employee

Immediate Supervisor

Superintendent or Designee

_____ Approved _____ Denied

One (1) Copy Will Be Returned to Employee

**CUYAHOGA FALLS CITY SCHOOL DISTRICT
SICK LEAVE DONATION NOTICE**

_____, an employee of _____ years, who works at
(Print Name) (Number)

_____ building is about to exhaust his/her accumulated sick leave and has requested the transfer of sick leave from any employee willing to transfer up to five (5) days. It is estimated that _____ days will be needed.

Any employee wishing to donate accumulated sick leave should complete the form below and return the original to the Treasurer and a copy to the Local 1 President or designee.

Sick Leave Donation Authorization

I, _____ authorize the donation of _____ day(s) of my
(Name) (Not to exceed 5)
accumulated sick leave to _____.

Employee Signature

Date

ORIGINAL – TREASURER
COPY – TO LOCAL 1 PRESIDENT OR DESIGNEE

Pepple & Waggoner, Ltd.

ATTORNEYS AT LAW

Crown Centre Building
5005 Rockside Road, Suite 260
Cleveland, Ohio 44131-6808
(216) 520-0088
Fax (216) 520-0044
www.pepple-waggoner.com

Writer's e-mail:
wpepple@pepple-waggoner.com

January 16, 2014

VIA ELECTRONIC MAIL ONLY

State Employment Relations Board
Research and Training
65 East State Street, 12th Floor
Columbus, OH 43215-4213

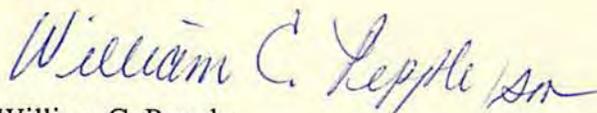
Re: Cuyahoga Falls City School District Board of Education and the
Service Employees International Union Local 1, F & O Division 100 Negotiations
Our File No. 588-140-13

Gentlemen:

Please find enclosed the executed Negotiated Agreement between the above-captioned parties, which I am forwarding to your attention for disposition since a mediation case number was not previously requested. The Negotiated Agreement is filed pursuant to OAC §4117-9-07.

Thank you for your assistance in this matter.

Very truly yours,



William C. Pepple

WCP/dlm

Enclosure

cc: Dr. Todd M. Nichols, Superintendent (w/o enclosure)
Mr. Charles Hayes, SEIU Local 1 Representative (w/enclosure)