



**AGREEMENT BETWEEN
OAPSE LOCAL #393**

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04/02/2014

AND

**PAINESVILLE CITY LOCAL
SCHOOLS
BOARD OF EDUCATION**

2013- 2015

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and
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**AGREEMENT BETWEEN OAPSE LOCAL #393
and
PAINESVILLE CITY BOARD OF EDUCATION**

September 1, 2013 – August 31, 2015

ARTICLE I - RECOGNITION

1.0100 STATEMENT OF RECOGNITION

The Painesville City Local Board of Education (hereinafter "Board") recognizes the Ohio Association of Public School Employees, AFSCME, AFL-CIO, and its affiliate Local #393, (hereinafter the "Association") during the term hereof, as the sole and exclusive bargaining representative for all classified employees.

1.0200 STATEMENT OF AGREEMENT

This Agreement is entered into by and between the Ohio Association of Public School Employees, AFSCME, AFL-CIO, and its affiliate Local #393, (hereinafter the Association) and the Painesville City Local Board of Education (hereinafter the Board).

1.0300 DEFINITION OF BARGAINING UNIT

The bargaining unit referred to herein will be defined as the following classifications:

Bus Drivers	Maintenance Staff
Cafeteria Staff	Monitors
Custodial Staff	Paraprofessionals
Library Staff	Secretarial/Clerical
Technology Support Technicians	Teacher Assistants

1.0400 EXEMPTIONS FROM BARGAINING UNIT

The following positions are excluded from the bargaining unit:

- (1) One assistant to the Treasurer/CFO
- (2) One secretary to the Superintendent
- (3) One secretary to the Assistant Superintendent
- (4) One secretary to the Business Manager
- (5) One Supervisor of Transportation
- (6) One Director of Dining Services
- (7) One Communications Director
- (8) One Director of Information Management Systems

ARTICLE II – ASSOCIATION RIGHTS

2.0100 ASSOCIATION RIGHTS

The following are those rights that may be exercised by the Association:

2.0101 USE OF SCHOOL MAIL AND EMPLOYEE MAIL BOXES

The Association or any committee thereof, shall be authorized to use the inter-school mail delivery service. The Association shall have the right to use employee mailboxes to distribute materials to their members. The Board shall provide a mailbox for each classified employee for their use only.

2.0102 BULLETIN BOARD

The Board shall designate at least one bulletin board or section thereof, in each district facility for the general use of the Association.

2.0103 USE OF FACILITIES/OFFICE EQUIPMENT

The Association will be permitted to use school buildings and office equipment for its official membership and executive committee meetings after school hours and at a time and place that does not interfere with the normal and other scheduled use of such buildings at no cost.

2.0104 NOTICE OF BOARD MEETING

The Board shall provide the Association President, the Board Agenda at least seventy-two (72) hours prior to regularly scheduled Board meetings. The Association President shall also be notified of any emergency or special meetings of the Board by telephone.

2.0105 WORKSITE VISITATION

The Association President, Vice President, OAPSE Representative, or Field Representative shall be permitted to appear on worksites during working hours as Association representative for the purpose of determining whether there is compliance with the contract, or to investigate and/or resolve grievances provided that they shall not disrupt or interfere with work performance.

2.0106 INFORMATION

All reasonable requests for documents of public record shall be provided in a timely manner and without charge.

2.0107 CLASSIFIED ADVISORY COMMITTEE

In order to facilitate employee achievement of their job related performance expectations and to provide a forum for discussion of mutual goals and concerns, a joint advisory committee comprised of six (6) volunteer members of the OAPSE bargaining unit appointed by the President and administrative staff appointed by the Superintendent will be established. The purpose of the committee will be to provide a mechanism for employee input into equipment selection, specification process and to enable the parties to discuss/resolve items of mutual interest in an informal setting.

2.0107.1 CLASSIFIED ADVISORY COMMITTEE REPRESENTATIVES/OAPSE

The OAPSE members of the committee shall be one of each from the following job classifications:

- A. OAPSE President/designee
- B. Custodial/Cleaner/Skilled Crafts/Operations Coordinator
- C. Bus driver/bus aide
- D. Secretarial/receptionist
- E. Food service
- F. Monitor/paraprofessionals/library clerks

2.0107.2 MEETINGS

The committee will meet once every two (2) months.

2.0107.3 AGENDA ITEMS

Agenda items will be exchanged by OAPSE President and administration five (5) days in advance of the meeting.

2.0200 RIGHTS OF INDIVIDUALS

Nothing contained herein shall abridge the right of any employee to express their views to the Board at any scheduled meeting of the Board in accordance with Board policy provided that, during the term of recognition, negotiations shall be conducted only with the recognized Association.

ARTICLE III - NEGOTIATIONS PROCEDURE

3.0100 SCOPE OF NEGOTIATIONS

The Association shall have the bargaining rights for all employees in the bargaining unit with respect to wages, hours, fringe benefits and working conditions.

3.0200 NEGOTIATING TEAMS

3.0201 REPRESENTATION OF BARGAINING TEAMS

The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed five (5). Neither party, in any negotiation, shall have control over the selection of the negotiation representatives of the other party.

3.0202 AUTHORITY OF BARGAINING TEAMS

While no final agreement shall be executed without ratification by the Association and approval by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and/or counter proposals in the course of negotiations aimed at reaching agreement. Notwithstanding the foregoing, it is understood and agreed that during the course of negotiations a team may expend all the authority previously granted to it by the Board or the Association and may need to seek further authority or direction. All negotiations shall be conducted exclusively between said teams.

3.0203 OBSERVERS

In addition to said teams, each party shall be authorized to admit not more than two (2) observers to each meeting. Such observers may not take part in the negotiation process.

3.0204 CONSULTANTS

In addition to its members and observers, each team shall be authorized to admit a maximum of two (2) consultants to such meetings. Consultants may interchange with members of the team as may be desired by each team. No more than one (1) consultant may be permitted to address the negotiators at one time. The cost of such consultant shall be borne by the party requesting him or her.

3.0300 NEGOTIATIONS PROCESS

3.0301 REQUEST FOR NEGOTIATIONS

At any time prior to April 1 of the year of expiration, either party may serve a written request for a negotiations meeting. Within ten (10) working days after receipt of such request, the parties shall establish a mutually agreeable date, site, and time for the initial meeting.

3.0302 FORMAT OF NEGOTIATIONS

Once the date, time, and place of the meeting has been established, the following procedure shall be used:

- A. The Association will present its written proposals.
- B. The Board will present its written proposals.
- C. Subsequent negotiation meetings shall be scheduled until tentative agreement is reached or a bargaining impasse is declared.

3.0303 GOOD FAITH BARGAINING

Both teams will bargain in good faith. Good faith means the obligation of the Board of Education, or its designated representatives, and the representatives of the bargaining agent to meet at reasonable times and have a sincere desire to reach settlement. The obligation of a Board or its representative and the representatives of the bargaining agent to meet for purposes of collective bargaining does not compel either party to agree to a proposal.

3.0304 SCHEDULING OF MEETINGS

Each meeting will be held in closed session. Negotiations shall be conducted at a time convenient to both parties. Upon request of either party, the negotiating meeting shall be recessed to permit the requesting party to caucus.

3.0305 EXCHANGE OF INFORMATION

Upon reasonable request, each team shall make available to the other all available information pertinent to the issue under negotiation. Neither the Board nor the Association need incur any special expense in providing such information to the other party. Nothing contained herein shall require the parties to make available any confidential information or reports expressly compiled for the use of the negotiating team.

3.0306 PROGRESS REPORTS

Periodic written progress reports may be issued during negotiations to the public, provided that any such release shall have prior approval of both teams. The Association's team retains the right to issue general reports to its membership on the progress of negotiations. The Board's team retains the right to issue general reports to members of the Board on progress of negotiations.

3.0400 AGREEMENT

3.0401 TENTATIVE AGREEMENT

As negotiated items are tentatively agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue; it shall then be set aside pending agreement or withdrawal of all other items.

3.0402 ASSOCIATION RATIFICATION

When tentative agreement is reached as to a final package, said package shall be reduced to writing and submitted to the Association for its consideration.

3.0403 BOARD RATIFICATION

If ratified, the Agreement shall be submitted to the Board for its consideration. If approved by the Board, the Agreement shall be signed by both parties and shall become a binding contract and be noted in the official minutes of the Board.

3.0500 IMPASSE

In the event an agreement is not reached by the negotiations teams, either of the parties shall have the option of declaring impasse. Impasse exists whenever either party determines an agreement cannot be reached at the bargaining table. The following procedures will apply after impasse has been declared:

3.0501 REQUEST FOR MEDIATOR

The party declaring impasse shall prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.

3.0502 AUTHORITY

The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between parties. No such meeting shall be held outside the city limits of the City of Painesville, nor shall any meeting be called during any hours other than 4:30 p.m. to 10:00 p.m. weekdays or 8:00 a.m. to 5:00 p.m. Saturdays.

3.0503 RESTRICTIONS

The mediator shall have no authority to issue public recommendations or to bind either party on any agreement or issue.

ARTICLE IV - GRIEVANCE PROCEDURE

4.0100 GRIEVANCE GENERAL PROVISIONS

4.0101 DEFINITION

A grievance is a dispute or difference between the Board and the Association or between the Board and an employee, involving the interpretation and/or application of and/or compliance with any provision of the Agreement.

4.0102 GRIEVANCE FORMS

All grievances shall be filed on the grievance form agreed to by the parties to this Agreement. Such forms shall provide for specification of the alleged violation and indicate the relief requested. The agreed upon grievance forms shall be made available to any employee upon request.

4.0103 ASSOCIATION TIME LIMITS

Any grievance not advanced to the next step within the time limit in that step shall be deemed resolved.

4.0104 ADMINISTRATION TIME LIMITS

Any grievance not answered within the time limit set forth in that step may be taken by the grievant to the next higher step in the grievance procedure.

4.0105 EXTENSION OF TIME LIMITS

Time limits may be extended by the Administration and the Association in writing in which case the new date shall prevail.

4.0200 INFORMAL GRIEVANCE PROCEDURE

In the event that the grievant believes there is a basis for grievance, he/she will first discuss the alleged grievance with the immediate administrative representative who has the authority to resolve the alleged violation of the collective bargaining agreement. Either party may be accompanied by representation.

If, after the informal discussion with the administrative representative, a grievance still exists, he/she may exercise the following formal grievance procedure.

4.0300 FORMAL GRIEVANCE PROCEDURE

4.0301 STEP ONE

- A. If the grievance is not satisfactorily settled at the informal step, it may be presented in writing to the Superintendent or designee within fifteen (15) working days of the events upon which the grievance is based.
- B. The Superintendent or designee will meet with the Association President and/or Field Representative in an attempt to adjust the grievance.

- C. The Superintendent or designee will respond in writing to the Association and the aggrieved employee(s) within seven (7) working days of the meeting.

4.0302 STEP TWO

- A. If the grievance is not resolved at Step One, the employee, or the Association on his or her behalf, shall have the right to submit the grievance to mediation by filing a copy with the Superintendent and the Federal Mediation and Conciliation Service within ten (10) working days of receipt of Step One response.
- B. The parties agree to participate in the mediation of all the issues set forth in the grievance at the first meeting date available to the mediator, but not later than thirty (30) calendar days from the filing of the request for mediation.
- C. If the mediation process is not successful, or the first meeting cannot be held within thirty (30) calendar days from the date of request, and the employee remains aggrieved, the employee, or the Association on his or her behalf, may proceed to Step Three.

4.0303 STEP THREE

- A. If the grievance is not satisfactorily settled at Step Two, the Association may within twenty (20) working days after the conclusion of Step Two, submit the issue to arbitration.
- B. The Association shall notify the Federal Mediation and Conciliation Service and the Board of its intent to appeal the grievance to binding arbitration.
- C. Upon written notice of the Association's intent to arbitrate a grievance, the Federal Mediation and Conciliation Service shall submit a panel of seven (7) arbitrators to each party and the arbitrator shall then be chosen in accordance with the Service's then applicable rules.
- D. The fees and the expenses of the arbitrator shall be borne by the losing party.
- E. The aggrieved employee, his/her local Association representative, the Association President and any necessary witnesses shall not lose any regular straight time pay for time off the job while attending any arbitration proceedings.
- F. Every effort will be made to minimize the disruption of the normal working day by the Association and Administration.
- G. The arbitrator may not schedule any hearing more than ten (10) miles from the boundaries of the Painesville City Local School District.

4.0400 ADDITIONAL GRIEVANCE PROVISIONS

4.0401 NON-ENDORSEMENT

In the case of a grievance filed at Step Three without Association endorsement, the individual grievant, if the losing party, will be liable for the costs of this arbitration.

4.0402 NO REPRISAL

No reprisals of any kind will be taken by the Board against the Association or any participant in the grievance procedure by reason of such participation.

ARTICLE V - EMPLOYMENT

5.0100 JOB DESCRIPTIONS

5.0101 AVAILABILITY OF JOB DESCRIPTIONS TO ASSOCIATION

The Association shall be provided with a job description for all classifications covered by this Agreement upon ratification. New or revised job descriptions will be provided to the Association within ten (10) days of Board approval.

5.0102 AVAILABILITY OF JOB DESCRIPTIONS TO EMPLOYEES

All employees shall be provided with a copy of the job description for his/her job classification. All employees shall receive a copy of his/her Job Description by October 1, of each year of this agreement. All employees shall review the provided copy of their job description and return a signed copy to their immediate supervisor by October 15th of that year.

5.0103 INDIVIDUAL EMPLOYMENT INFORMATION

All employees shall receive the total number of hours to be worked per day, the total number of days to be worked per year, actual work days, and the number of paid holidays prior to the start of the contract year. The foregoing provision shall be satisfied in the case of bus drivers by stating the minimum number of days and hours.

5.0104 REVISION OF EXISTING JOBS/JOB DESCRIPTIONS

If a substantial change in the method of operation, tools or equipment of a job occurs, the Board shall provide the Association with a copy of the changed job description and shall meet with the Association for the purpose of placing the job in an existing classification or establishing a new classification. If the Association and the Board are unable to reach agreement as to the appropriate classification and/or rate of pay, the matter may be submitted by the Association directly to Step Two of the Grievance Procedure.

The Association President/designee shall receive a copy of all job descriptions and will be issued revised job descriptions.

Job descriptions shall include the major characteristics and duties of the position. All job descriptions/revisions shall have the duties assigned fall within the scope of the classification.

5.0200 - UNIFORMS

5.0201 CLASSIFICATIONS REQUIRED TO WEAR UNIFORMS

- A. Custodians, skilled crafts, and operations coordinator will be required to wear shirts, boots, hats and gloves as designated by the administration. Each such employee shall receive an annual uniform allowance in the amount of \$125. No carry-over or cash reimbursement of uniform allowances will be permitted.
- B. All cafeteria staff members will be required to wear uniforms provided by the Board. Cafeteria employees may substitute suitable black shorts when warranted by weather

conditions. The cost of the shorts, and maintenance thereof, will be the responsibility of the employee.

- C. The district will provide school bus drivers with one (1) jacket per contract term. All school bus drivers will be required to wear the jacket as designated by the administration.

5.0202 STANDARD UNIFORM PRICING

Employee prices for the approved articles in effect for the duration of this agreement are as follows:

REQUIRED UNIFORM ITEM	EMPLOYEE COST
Polo Shirt (long-sleeved)	\$25
Polo Shirt (short-sleeved)	\$23
T – Shirt*	\$10
<u>OPTIONAL UNIFORM ITEM</u>	<u>EMPLOYEE COST</u>
Jacket	COST TBD ANNUALLY
Sweatshirt	COST TBD ANNUALLY
“Four-in-One” Jacket	COST TBD ANNUALLY
Boots	COST TBD ANNUALLY
Hats	COST TBD ANNUALLY
Gloves	COST TBD ANNUALLY

*For use during summer cleaning.

5.0203 DISCIPLINE FOR NON-COMPLIANCE

Refusal to wear approved articles is subject to discipline; school spirit days excepted, provided that employee dress is in accordance with the spirit day theme. There will be no requirement that uniform sweatshirts or jackets be worn by custodians. Provided however, that if a bus driver chooses to wear a jacket, he/she must wear the jacket provided by the district.

5.0204 TRANSFER OF AN EMPLOYEE/UNIFORM

In the event an employee is transferred to a new building, he or she will be granted an additional allowance to cover the initial purchase of required shirts.

5.0205 AVAILABILITY OF UNIFORM ITEMS TO OTHER EMPLOYEES

Approved articles will be made available at the same prices to other bargaining unit members at the member's expense; there will be no requirement to purchase or wear such items.

5.0300 JOB SAFETY EQUIPMENT AND PROCEDURES

Each employee will be issued safety equipment and proper training appropriate to their job classification as determined by the Business Manager. Each employee is expected to follow all employment risk reduction standards, regulations and risk reduction directives and/or any safety instruction given by a supervisor or building administrator.

5.0400 EMPLOYEE CONTRACT PROVISIONS

5.0401 PROBATIONARY PERIOD FOR NEW EMPLOYEES

Newly hired employees shall be subject to a probationary period of not less than one (1) work year. This probationary period may be extended, not to extend one (1) additional year, at the discretion of the supervisor, provided the employee has received a written improvement plan as a part of performance evaluation.

5.0402 PROBATIONARY PERIOD FOR TRANSFERRED EMPLOYEES

The successful bidder for a job vacancy shall be entitled to a probationary period of ninety (90) workdays. The period may be extended or shortened by agreement of the employee, the Administration and the Local. At the employee's request, the supervisor will make a reasonable effort to meet at about the mid-point of the probationary period to discuss the employee's performance. The probationary period may be extended one time for no more than thirty (30) additional workdays. At the end of the probationary period, the bidder shall be returned to his/her former position or awarded a contract for the new position. In the event the bidder is awarded a contract for the position, the contract shall provide for the salary rate at which the employee is placed on the salary schedule retroactive to the date the employee first actually worked in the new position. The employee may be returned to his/her prior position before the end of the probationary period by mutual agreement or at the discretion of the supervisor.

During the probationary period, the employee's former position may be filled by substitutes or in any other manner deemed appropriate by the Administration, including leaving the position vacant.

5.0403 DEFINITION OF PROBATIONARY PERIOD

For purposes of this provision, continuous employment from October 15 through the following April 15 shall satisfy said one (1) work year minimum provision. Newly hired employees who fail to satisfy the foregoing minimum by the 15th of April their work year of hire shall remain on probation until the following April 15.

5.0404 EVALUATION OF EMPLOYEES DURING PROBATIONARY PERIOD

Probationary employees shall be subject to at least one evaluation of their work performance during their initial probationary period.

5.0405 TERMINATION OF PROBATIONARY EMPLOYEES

Probationary employees terminated during the probationary period shall not have recourse through the Grievance Procedure to appeal such termination unless the probationary failure was attributable to discrimination on the basis of race, creed, age, sex, marital status, Association membership or lawful Association activity.

5.0406 TRANSITION TO CONTINUING CONTRACT STATUS

Employees who successfully complete the probationary period shall be granted a continuing contract.

5.0500 JUST CAUSE FOR CONTRACT TERMINATION

Employees holding a continuing contract shall be removed or suspended from employment only for reasons of just cause including, but not limited to:

- A. Violation of Board adopted rules and regulations.
- B. Incompetence.
- C. Neglect of duty.
- D. Insubordination.
- E. Failure to maintain good behavior.
- F. Drunkenness
- G. Use of illegal and illicit drugs.
- H. Lack of work.
- I. Insufficient operating funds.

5.0600 EMPLOYEE EVALUATIONS

5.0601 EVALUATION OF CONTINUING CONTRACT EMPLOYEES

Employees successfully completing their probationary period shall be evaluated once every two (2) years; however additional evaluations may be conducted if any such evaluation justifies a basis therefore.

5.0602 EMPLOYEE REQUEST FOR ADDITIONAL EVALUATIONS

An employee may request additional evaluation(s) if he or she provides a reasonable basis therefore in writing. Furthermore, all employees will be evaluated within one (1) year of any change in job classification.

5.0603 ASSIGNMENT OF EVALUATORS

Employees shall be evaluated by their immediate supervisor and shall be present during the evaluation process.

5.0604 RECOMMENDATIONS FOR IMPROVEMENT

All evaluations shall specify areas for improvement and specific methods for improvement of work performance, if necessary.

5.0605 EMPLOYEE SIGNATURE ON EVALUATIONS

No evaluation shall be placed in an employee's personnel file unless the employee has had the opportunity to review and sign the evaluation form. The signature of the employee indicates only that the employee has read the material, not that the employee is in agreement with the content

If the employee is unwilling to affix his/her signature to the evaluation document, this shall be noted and countersigned by the evaluator and initialed by a second administrator/supervisor. The employee shall receive a copy of the evaluation prior to its being placed in his/her personnel file.

5.0606 REBUTTAL OF EVALUATION CONTENTS

If the employee disagrees with the evaluation of his/her work performance and the evaluation received, the employee shall be entitled to attach a written response to the evaluation within ten (10) days of the conclusion of the evaluation. The affected employee may also schedule an appointment with the superintendent or assistant superintendent to discuss the specific problems with the evaluation.

5.0700 DISCIPLINE

5.0701 SUSPENSION OF EMPLOYEE

In addition to those rights granted the Board by statute or elsewhere or by this contract, the Board has the right to suspend an employee for up to ten (10) days without pay, independent of termination proceedings.

5.0702 GROUNDS FOR SUSPENSION

The grounds for any such suspension shall be insubordination, neglect of duty, violation of rules and regulations and policies of the Board, violation of contract provisions, violation of administrative directives, and other good and just cause.

5.0703 DISCIPLINARY ACTION

Any employee suspension shall be part of a scheme of progressive discipline, which may include:

1. Verbal warning
2. A written reprimand
3. A suspension without pay.
4. Termination

Provided, however, that the superintendent/designee may immediately give a written reprimand, suspend without pay, or initiate statutory termination proceedings in the case of serious infractions.

5.0704 DUE PROCESS HEARING

A "due process" hearing before the superintendent/designee consisting of the right to confront the parties involved and to present evidence, explain and/or rebut the basis of the suspension shall be provided as shall the right to be represented by a Association representative.

5.0800 ASSIGNMENT AND TRANSFER

5.0801 VACANCY

A vacancy shall be defined as a bargaining unit position which is newly created or a position that is to be retained by the Board and has been vacated through:

- A. Retirement
- B. Resignation
- C. Termination
- D. Transfer
- E. Promotion

If a determination is made not to post/fill a vacancy as defined in this section, the administration will notify the Association President of this decision within ten (10) days of this decision.

5.0802 POSTING/REQUESTING OF VACANCY

The vacancy, temporary or newly created position, shall be posted for bid within five (5) days of the time the vacancy was known and will be posted for five (5) working days in the following manner:

A. SCHOOL YEAR VACANCIES

1. The principal's bulletin board, plan room bulletin boards, and custodial bulletin boards in each building.
2. The office bulletin board and maintenance bulletin boards at the administration building and transportation office.
3. President and Secretary of OAPSE Local #393
4. All auxiliary services/schools shall receive job postings.
5. Any Bargaining Unit Member may request the vacant position in writing.

B. SUMMER JOB VACANCIES

1. Vacancies that occur after the last day for students shall be recorded on the Administration Building's Personnel call-in telephone line. Recorded vacancies shall begin the first non-student day of the summer break and shall terminate on the first student day of the succeeding year.
2. Summer vacancies shall be recorded for seven (7) calendar days.
3. The recorded message shall include the nature, the location, and the closing date for submitting a request for the opening.

4. Employees may record their request at any time during the seven (7) day posting period at the end of the recorded message; however, the employee must contact the personnel office the following business day to receive a confirmation number verifying their verbal request.
5. Alternatively, any bargaining unit member may request the vacant position in writing.

5.0803 FILLING A VACANCY

The vacancy shall be awarded within fifteen (15) calendar days to the bargaining unit member who requests the position and meets the following criteria:

- A. Proper licensing where applicable
- B. Work related experience or potential to perform the necessary work.
- C. Seniority.
- D. Satisfactory past and current performance evaluations conducted in accordance with the evaluation procedure hereof.

5.0804 VOLUNTARY/INVOLUNTARY TRANSFER

In the event that the district identifies the need to effect a transfer to meet the best interests of the district, voluntary transfers of qualified personnel shall occur prior to any involuntary transfer. In the event that more than one employee that meets the qualifications for the assignment volunteers for the change of assignment, the most senior employee will be granted the transfer.

In the event that a voluntary transfer cannot be made to satisfy the identified need, the Superintendent or designee will advise the Local President of the need to make an involuntary transfer. Provided the employee possesses the necessary skills the least senior employee in the classification shall be transferred to meet the need. Involuntary transfer should not be used as a substitute for employee discipline.

5.0805 SUBSTITUTES

It is agreed that if at all possible, substitutes will be called upon in the absence of any classified personnel.

5.0900 LAYOFF AND RECALL

(Parties have agreed to establish a subcommittee to review and revise the layoff and recall provisions as well as the evaluation process, forms and related sections. Target date for completion is October 1, 2013.)

5.0901 LAYOFF DETERMINATION

When for cause, the Board, upon the recommendation of the Superintendent, determines it is necessary to reduce the number of employees in any one or more classifications due to abolishment of positions, lack of funds, or lack of work, reductions in such classifications shall be made in accordance with this article.

1. Prior to the Board instituting such reductions in the classified staff, the Board and/or its designee and the Association and/or its' designee shall meet and discuss the necessity of these reductions.
2. The number of people affected by reduction in force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire, or otherwise vacate a position.
3. Seniority will be defined in accordance with Section 5.1000

5.0902 IMPLEMENTATION OF LAYOFF

In making any reduction in force pursuant to Section 5.0901 hereof, the Board shall proceed to suspend contracts in accordance with the Superintendent's recommendation who shall, within each category of classified contract holders, recommend contract suspension in the following order:

1. Employees holding contract for not more than one (1) year, as provided in Section 3319.081 of the Ohio Revised Code, in inverse order of seniority within the classification affected by the reduction in force.
2. Employees holding continuing contracts, as provided in Section 3319.081 of the Ohio Revised Code, in inverse order of seniority within the classification affected by the reduction in force.

5.0903 BUMPING RIGHTS

Employees notified that their contracts have been suspended for the purpose of reduction in force shall be given five (5) workdays within which to notify the Superintendent, in writing, of his/her intention to exercise the bumping right accorded in this article. Bumping rights shall entitle an employee whose contract has been suspended on account of a reduction in force to displace, in the following order, an employee with less seniority in:

1. His/her present classification;
2. Any classification for which the employee possesses the necessary skills to perform the job assignment or who may be trained within a reasonable amount of time. Such determination will be made by the Superintendent.

The final employee so displaced shall be the one with the least district seniority.

Any person bumped on account of a reduction in force shall have the same right to bump as accorded any one affected by the reduction in force.

Employees whose contracts have been suspended pursuant to this article shall be notified by the Treasurer of the Board of Education in writing as soon as practicable following the Board action to effect such a reduction in force. Notices of contract suspension shall state the effective date of the suspension and, to the extent circumstances permit, shall afford no less than thirty (30) calendar days notice prior to the effective date.

A notice of less than thirty (30) days shall in no way affect the effective date. Notices shall be mailed by certified mail to the last known address of the affected employee(s). All employees shall be responsible for providing the Board with their current address.

5.0904 RECALL LIST

For each classification, the Superintendent, or his/her designee, will establish a recall list on which shall be set forth the names of the employees in the affected classification(s) whose contracts(s) have been suspended and the order of the suspension. Employees whose continuing contracts have been suspended shall have the first right of restoration to continuing contract status in order of seniority in the district, if and when positions in such affected employee's classification, or other classification for which they are qualified, become available. Provided however, there shall be no right of recall for any employee beyond two (2) years from the effective date of the suspension.

If a vacancy arises while an employee in that same classification is on the recall vacancy, subject to 5.0803.

5.0906 RECALL RIGHT TO A POSITION

Other employees whose contracts have been suspended shall have recall rights to a position in the same classification, or other classification for which they are qualified, after all eligible continuing contract employees have been recalled. Recall rights of such affected employee's shall be in accordance with district seniority as applied to the position that becomes available. An employee on the recall list may, at their option, reject a nonfiction of recall to a different classification or to their own classification. If less hours are offered, with no impact on their recall status. Provided however, there shall be no right of recall for any employee beyond two (2) years from the effective date of the suspension.

Without regard to the nature of the contract suspended, no employee eligible for recall shall have any right, by reason of recall, greater than the reinstatement of the suspended contract. Employees who are recalled shall retain all previously accumulated seniority and sick leave, but time spent on suspension pursuant to this provision shall not be calculated in determining seniority for any purpose.

5.0907 NOTIFICATION OF RECALL

When the Board determines to initiate a recall, the employees to be recalled shall be sent notice by certified mail, return receipt requested, to the address on file, in which notice shall be set forth the date the employee is expected to return to work. The limit of the Board's responsibility in this regard shall be the sending of the notice by return receipt requested.

If, within ten (10) working days of the postmarked date of the recall letter, the employee fails to report an intention to accept the recall, in writing, to an offer made by the Board, Superintendent, or his/her designee, the employee's name shall be removed from the recall list.

5.1000 SENIORITY

5.1001 DEFINED

Seniority is defined as the length of continuous service as a bargaining unit member beginning on that date upon which the member first rendered actual service to the district on a payroll basis. Substitute service shall not be included.

Seniority shall be lost when a member is not renewed, retires, resigns or is discharged for just cause.

Members shall accrue seniority while on sick leave, receiving worker's compensation and all other Board approved leaves.

5.1002 SENIORITY LIST

The Superintendent shall provide the Association with two (2) computer generated copies of a current seniority list twice per year. The list shall contain the member's district seniority, the member's date of hire, and their current hourly rate. The Superintendent shall meet with the Association whenever necessary to correct any errors and new lists will be generated following these corrections.

5.1003 DISTRICT SENIORITY

System-wide seniority shall be used for:

- A. Determining vacation status,
- B. Placement on the salary schedule and eligibility for longevity.

5.1004 EQUAL SENIORITY

A tie in seniority will exist when two (2) or more members have the same level of seniority as determined by the collective bargaining agreement. Where conditions require a determination of seniority between/among the tied members, the following will apply:

A set of numbered slips equal to the number of tied members will be placed into a container. The members will draw a slip to determine their seniority order. Alphabetic order of last name will be used to determine the order of the draw.

The outcome of the random draw described above will be the resolution for the tie as long as two or more of the tied members remain in continuous employment of the district.

5.1005 RETURN TO BARGAINING UNIT/FROZEN SENIORITY

If a bargaining unit member accepts and subsequently works a position in the Painesville City School District, but outside the bargaining unit, that member shall have his/her seniority frozen as of the last day of work within the bargaining unit. Should the member bid back into a bargaining unit position at a later date, he/she shall return with the same seniority at the time he/she left. The member shall then be entitled to all rights and benefits under the contract afforded him/her according to his/her seniority. A former bargaining unit member laid off from a District position outside the bargaining unit may not exercise bumping rights to return to the bargaining unit.

5.1100 - CONTENTS OF PERSONNEL FILE

5.1101 PERSONNEL FILE

There will be in the office of the Superintendent of Schools a file on each classified employee in which will be deposited the following items which will be dated:

- A. Application for employment, including references.
- B. College transcripts.
- C. Performance record to include the principal's/supervisor's appraisal of work and growth, according to formal evaluation procedures.
- D. Permanent record card.
- E. Level of training.
- F. Professional visits.
- G. Personal leave days.
- H. Correspondence.
- I. Certificate(s) and/or license.
- J. Information other than the above may be added to personnel files. If any additional information which is added to a file might be construed to be of a derogatory nature, the individual to whose file the information is added will be notified in writing. Each item will be dated as to its entrance into the personnel file.

5.1102 APPLICABLE LAW

All records relating to classified personnel of the school district are maintained in accordance with applicable law. Any employee upon request may examine those records which pertain to said employee. Any employee will be entitled to a copy of such information upon payment of costs that may be incurred.

5.1103 ANONYMOUS MATERIAL

No anonymous letter or report will be the basis for any evaluation or entry in the employee's personnel file.

5.1104 INTEROFFICE COMMUNICATIONS

A copy of any written commendations or reprimands involving a classified employee intended for personnel files will be sent to the employee.

5.1105 EVALUATION

Any written formal evaluation of the employee will follow the procedure of the official evaluation procedures of the Painesville City Local School District. An employee may send a reply regarding any written evaluation or other material in the personnel file to the appropriate administrator. Such reply will be attached to the original evaluation or material.

5.1200 - DRUG-FREE WORKPLACE

5.1201 PLEDGE

The parties to this Agreement oppose the illegal use of drugs by any employee. The parties agree that it is in the best interests of this School District, the Association, and all students served, for the Painesville City Local Schools to be a drug-free workplace. Each will wholeheartedly support reasonable efforts by the other to obtain and maintain this result.

5.1202 RIGHTS OF THE PARTIES

The Association further recognizes the right and duty of the Employer to make, publish, and enforce rules and policies to assure this result. It is expressly recognized by the Employer that bargaining unit employees have the right to challenge, through the grievance procedures of this Agreement, the reasonableness of any rule or policy adopted to accomplish this goal.

5.1203 DEFINITIONS

- A. **DRUG** – The term “drug” includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code.
- B. **ILLEGAL DRUG USAGE** – The term “illegal drug usage” includes the use of cannabis or any controlled substance, which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
- C. **POSITIVE TEST RESULT** – A “positive” drug test result will mean test levels on both the screening test and the confirmatory test that are recognized as positive by the U.S. Department of Health and Human Services in its “Mandatory Guidelines for Federal Workplace Drug Testing Programs” or in a subsequently issued rule or regulation issued by the Agency. A “positive” alcohol test result will mean test levels on both the initial test and the confirmatory test or tests that are officially recognized as positive by the federal, state, or local governmental authority.

5.1300 DRUG/ALCOHOL TESTING

5.1301 TESTING

- A. **AUTHORITY TO TEST** – Employees may be tested for illegal drug usage where there is just and sufficient cause to believe that the employee to be tested is abusing illegal drugs as objectively found by at least two (2) designated Employer representatives.
- B. **B. CONTROL AND SUPERVISION** – All chemical testing will come under the control and supervision of a physician, with employee confidentiality protected in accordance with the Medical Review Officer Manual as developed by the National Institute on Drug Abuse.
- C. **WHO MAY TEST** – Chemical testing will be performed only by laboratories listed by the U.S. Department of Health & Human Services in its most current “List of Laboratories which Meet Minimum Standards to Engage in Urine Drug Testing for Federal Agencies,” as set forth in the Federal Register.
- D. **GUIDELINES AND ADDITIONAL REQUIREMENTS** - Except as otherwise provided, all drug testing will, as a minimum, be conducted in accordance with the U.S. Department of Health & Human Services’ “mandatory Guidelines for Federal Workplace Drug Testing Programs,” as set forth in the Federal Register and at Board expense. In addition to the “Guidelines,” urine samples will be separated into two-containers at the time of sample donation. One portion of the original urine sample will be kept secure and chemically stable and made available for verification if laboratory testing results as provided in Section 5.1302. All alcohol testing will, as a minimum, include the use of “evidential-grade breath alcohol analysis devices.” Moreover, where confirmatory test is performed directly on blood, one portion of the sample will be kept secure and chemically stable and made available for verification of laboratory testing results as provided in Section 5.1302.

5.1302 TESTING POSITIVE

- 1. In the case of a “positive” test result, the employee will be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the Employer, and the employee will have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician, which may have affected the results of the test.
- 2. An employee testing “positive” will have the right to have the secured portion of his/her urine or blood sample independently retested by a HHS-certified laboratory of his/her choice and at his/her expense. If the independent retest is “negative” the employee will be permitted to resume work immediately and be reimbursed for the cost of such independent test.

5.1303 TREATMENT PROGRAMS

The Employer will encourage and refer the employee to participate in drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse treatment programs. Employees who have tested “positive” under these procedures may accept a referral to such a Program.

5.1304 FOLLOW –UP TO ASSESSMENT AND/OR TREATMENT

A minimum (no set maximum) of four tests in first year from date of return to duty. Maximum number of tests after first year determined with clinician. One of the tests must be a pre-test before returning to work.

5.1305 DISCIPLINE

- A. **SECOND CHANCE CONSIDERATION** – In certain situations the superintendent may allow a “Second Chance” for those employee’s having a “positive” drug test:
- B. **CONFIRMATION** – No adverse action or discipline will be taken against any employee on the basis an unconfirmed “positive” result of a drug or alcohol test. Confirmation of positive drug test results will be conducted using the GCMS method or other method, which may subsequently be recognized by the U. S. Department of Health and Human Services as the state-of-art- for validity and accuracy of drug testing results. Confirmation of positive alcohol test results will be conducted using a second breath sample and a second analytic device. In addition, at the option of the employee, a further confirmatory test will be performed on a blood specimen using the Gas Chromatography method or other method which may subsequently be recognized by the U.S. Government as the state-of-the-art for validity and accuracy of alcohol testing results.
- C. **GRIEVANCE PROCEDURE** – Any discipline or adverse action imposed by the Employer as a result of this drug and alcohol program, including the results of chemical testing, will be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement.

5.1306 CONFIDENTIALITY

Employee confidentiality will be maintained.

ARTICLE VI - COMPENSATION

6.0100 – COMPENSATION

6.0101 CLASSIFIED EMPLOYEE’S HOURLY RATE

- A. 2013-14 CONTRACT YEAR – The base pay as applied to the salary schedule index effective the first workday of the 2013-14 school year will be increased one (1%) percent or \$10.49 per hour.
- B. 2014-15 CONTRACT YEAR (1ST Semester) – The base pay as applied to the salary schedule index effective the first workday of the 2014-15 school year will be increased one-half (.5%) percent or \$10.54 per hour.
- C. 2014-15 CONTRACT YEAR (2ND Semester) – The base pay as applied to the salary schedule index effective the first workday of the second semester of the 2014-15 school year will be increased one-half (.5%) percent or \$10.59 per hour.

6.0102 SALARY SCHEDULE INDEX

The following salary index schedule will be used for computing each employee’s hourly rate of pay in accordance with the employee's experience placement (index) times the district's base rate of pay in effect for the time period in question.

6.0103 SALARY AND WAGE SCHEDULE

Salary and wage schedules effective for the school year 2013-14 and 2014-15 1st Semester and 2014-15 2nd Semester are included in Appendix A.

PAINESVILLE CITY LOCAL SCHOOLS CLASSIFIED EMPLOYEE COMPENSATION

CLASSIFICATIONS

	CL I	CL II	CL III	CL IV	CL V	CL VI	CL VII	CL VIII	CL IX	
P	0	1.028	1.232	1.288	1.356	1.441	1.503	1.574	1.636	1.970
L	1	1.066	1.288	1.343	1.414	1.483	1.540	1.620	1.677	2.047
A	2	1.102	1.342	1.400	1.470	1.529	1.578	1.664	1.723	2.127
C	3	1.140	1.393	1.456	1.524	1.584	1.612	1.704	1.765	2.207
E	4	1.177	1.455	1.512	1.579	1.613	1.650	1.743	1.809	2.285
M	5	1.212	1.508	1.569	1.625	1.661	1.691	1.792	1.854	2.364
E	6	1.247	1.566	1.627	1.693	1.701	1.727	1.832	1.900	2.446
N	7	1.285	1.621	1.678	1.749	1.759	1.769	1.879	1.942	2.518
T	8	1.319	1.675	1.736	1.805	1.815	1.825	1.922	1.983	2.599
S	9	1.356	1.732	1.793	1.861	1.871	1.881	1.964	2.028	2.678
T	10	1.364	1.744	1.805	1.873	1.883	1.893	1.974	2.037	2.697
E	11	1.372	1.756	1.817	1.885	1.895	1.905	1.984	2.047	2.715
S	12	1.379	1.767	1.828	1.897	1.907	1.917	1.993	2.057	2.734
T	13	1.387	1.779	1.840	1.909	1.919	1.929	2.003	2.067	2.753
E	14	1.395	1.791	1.852	1.921	1.931	1.941	2.012	2.076	2.771
S	15	1.403	1.802	1.864	1.933	1.948	1.953	2.022	2.086	2.790
T	16	1.411	1.814	1.876	1.945	1.955	1.965	2.032	2.096	2.809
E	17	1.418	1.826	1.888	1.956	1.966	1.976	2.041	2.106	2.827
S	18	1.426	1.837	1.900	1.968	1.978	1.988	2.051	2.115	2.846
T	19	1.434	1.849	1.912	1.980	1.990	2.000	2.060	2.125	2.865
E	20	1.442	1.861	1.923	1.992	2.002	2.012	2.070	2.135	2.883
S	21	1.450	1.872	1.935	2.004	2.014	2.024	2.080	2.145	2.902
T	22	1.457	1.884	1.947	2.016	2.026	2.036	2.089	2.154	2.921
E	23	1.465	1.896	1.959	2.028	2.038	2.048	2.099	2.164	2.939
S	24	1.473	1.907	1.971	2.040	2.050	2.060	2.109	2.174	2.958
T	25	1.481	1.919	1.983	2.051	2.061	2.071	2.118	2.184	2.977
E	26	1.489	1.931	1.995	2.063	2.073	2.083	2.128	2.193	2.995
S	27	1.496	1.943	2.007	2.075	2.085	2.095	2.137	2.203	3.014
T	28	1.504	1.954	2.018	2.087	2.097	2.107	2.147	2.213	3.033
E	29	1.512	1.966	2.030	2.099	2.109	2.119	2.157	2.222	3.051
S	30	1.520	1.978	2.042	2.111	2.121	2.131	2.166	2.232	3.070

6.0200 CREDIT FOR MILITARY EXPERIENCE

All personnel of the Painesville City Schools who have served on active duty in the armed services shall be entitled to a salary adjustment in accordance with the following:

MONTHS OF MILITARY SERVICE	ADJUSTMENT
< 8	NO ADJUSTMENT
8 – 17	1 INCREMENT
18 – 29	2 INCREMENTS
30 – 41	3 INCREMENTS
42 – 53	4 INCREMENTS
> 53	5 INCREMENTS

(REGULATIONS LISTED ABOVE ARE NOT RETROACTIVE)

6.0300 WORKWEEK

6.0301 DEFINED

The work week shall be defined as five (5) consecutive seven and one-half (7½) hour days, or a lesser number as defined by assignment, running from Monday through Friday or Tuesday through Saturday.

6.0302 SUNDAYS/HOLIDAYS

Sundays and holidays worked shall be paid at one and one-half (1½) times the employee's rate.

6.0303 OVERTIME

All time over thirty-seven and one-half (37½) hours per week shall be paid at one and one-half (1½) the employee's rate.

6.0304 LUNCH AND BREAKS

- A. **DUTY-FREE LUNCH** All employees, working more than five (5) hours per day, shall be granted a minimum of thirty (30) minutes duty free unpaid lunch period which shall be uninterrupted except for unavoidable circumstances.
- B. **BREAKS** All full time employees shall be allowed a paid break of not more than fifteen (15) minutes during each one-half of their regularly scheduled work day.
- C. **SCHEDULING OF LUNCHESES/BREAKS** Any such break shall be flexible as to scheduling so as to not conflict with the employee's and/or his or her supervisor's work loads.

D. **ADMINISTRATION OF BREAKS** The administration will make reasonable efforts to ensure that a teacher and/or principal will be accessible to lunchroom personnel during lunch periods.

6.0400 PAYROLL PROCEDURES

6.0401 HOURLY TIME SHEETS

Overtime and hourly employee time shall be submitted/reported to the payroll department on the appropriate time sheets.

6.0402 NOTIFICATION OF EMPLOYEE ABSENCE

Employees shall report off work at least one and one-half hours prior to their work shift. Repeated failure to do so may result in disciplinary action.

6.0403 PAY RATE DETERMINATION

The member's annual salary will be the member's hourly rate multiplied by contracted hours per day multiplied by the number of contracted days.

6.0404 PAYROLL PERIODS

Payroll amounts for each pay period will be determined in the following manner:

Employee Type	Regular Pay	Overtime and Additional Pay
12-month employees	Regular pay period concludes at midnight on Saturday immediately prior to the pay date. Payroll amounts shall be for the hours worked in the two weeks preceding payroll week.	Pay period concludes on the close of the work day on Saturday two weeks prior to the pay date. Payroll amounts shall be for the hours worked in the two weeks preceding the regular pay period.
9 and 10 month employees (over 20 hours per week)	All annual salaries shall be divided by 26 in order to determine the amount paid on each pay date in years containing 26 pays and by 27 in years containing 27 pay dates.	Pay period concludes on the close of the work day on Saturday two weeks prior to the pay date. Payroll amounts shall be for the hours worked in the two weeks preceding the regular pay period.
Paraprofessionals, Cafeteria Managers , Cafeteria Employees and Transportation (over 20 hours per week).	All annual salaries shall be divided by 26 in order to determine the amount paid on each pay date in years containing 26 pays and by 27 in years containing 27 pay dates.	Pay period concludes on the close of the work day on Saturday two weeks prior to the pay date. Payroll amounts shall be for the hours worked in the two weeks preceding the regular pay period.
Miscellaneous hourly employees (under 20 hours per week)	Pay period concludes at midnight on Saturday two weeks prior to the pay date. These employees will be paid for the hours worked during each pay period. Payroll amounts shall be for the hours worked in the two weeks preceding the regular pay period.	Pay period concludes at midnight on Saturday two weeks prior to the pay date. These employees will be paid for the hours worked during each pay period. Payroll amounts shall be for the hours worked in the two weeks preceding the regular pay period.

6.0405 ELECTRONIC DEPOSIT OF PAYROLL

All classified employees will be paid via electronic deposit in the bank and account designated by the employee in a signed agreement. The deposit will be made into the employee's account on the normal payroll date. Each employee will receive a summary of gross pay, deductions, and net pay with year-to-date figures for each pay.

6.0500 OTHER COMPENSATION

6.0501 ADDITIONAL CALL-OUT

Any employee required to report for work once or more on any given day beyond their normal schedules shall be paid a minimum of two (2) hours pay at his or her standard hourly rate.

6.0502 CLASSIFICATION PAY

The Board agrees that if any employee serving under a full time contract is requested to and does perform work that normally is performed by an employee holding a higher classification, then such employee shall receive the rate of pay normally paid the higher classified employee. The employee shall receive the higher rate of pay starting with the first full day in the higher classification. No such employee shall receive a differential rate of pay unless the required/authorized time sheets have been properly completed and timely submitted to the payroll department.

6.0503 CLASS COVERAGE

When a member of the bargaining unit is assigned to supervise students, the member does so with the knowledge that periodically they will be asked to supervise additional students due to an unanticipated non-routine teacher absence. In such event, members will be compensated additional money as follows:

When the teacher is absent the paraprofessional will be compensated above regular salary beginning after the first seven (7) minutes.

0 - 60 minutes - \$10.00

Bargaining unit members who are requested to substitute for teachers shall be compensated in the above manner or if they cover the class for the entire day shall receive 1½ times their daily rate of pay.

6.0504 ENGLISH LANGUAGE DEVELOPMENT DEPARTMENT EMPLOYEES – TRANSLATION

- A. Bargaining unit members that translate written documents at the request of the Superintendent or his/her designee, such as IEP's, Section 504 Plans, progress reports and other similar documents will be paid an additional \$10.00 (ten dollars) per hour; in addition to their applicable wage for the actual time spent translating documents.
- B. When bargaining unit members work (translate) parent meetings, IEP meetings/conferences, etc, they are to receive \$10.00 (ten dollars) per hour compensation in addition to their applicable wage.

6.0600 COMPENSATORY TIME

6.0601 ELIGIBILITY

Employees who work overtime to complete work that cannot be completed by another employee may request compensatory time in lieu of pay. The determination of ability to complete work will be made by the immediate supervisor.

6.0602 PROCEDURE

Compensatory time may be granted in the following manner:

1. The need for additional work will be identified by the employee's supervisor.
2. The scope of the work and the possible availability of compensatory time will be discussed with the employee by the supervisor.
3. The employee may request compensatory time in lieu of pay. The compensatory time will be calculated at one and one half times the number of additional hours worked.
4. The employee's immediate supervisor, at his/her discretion, may submit a request for compensatory time to the Superintendent prior to the performance of work.
5. The Superintendent, at his/her discretion, may approve/deny all such requests for compensatory time.
6. Compensatory time shall be taken at times which do not interrupt the operations of the district. Requests for use of compensatory time will be subject to preapproval by the building administrator and Business Manager.
7. Compensatory time cannot be carried over into another contract year. Unused compensatory time will be paid on the first regular pay date after the conclusion of the contract year in which the compensatory time was earned, and will be paid at the base rate earned during the concluding contract year.

6.0700 REIMBURSEMENT/STIPENDS

6.0701 BOILER OPERATOR

All employees possessing a boiler operator's license shall be paid an annual stipend of \$145. Copies of a valid license must be filed in the Superintendent's office in order to be eligible to receive the stipend. The deadline for filing is September 1 each year. Any classified staff member in a custodial, maintenance, or skilled craft position who wishes to obtain a boiler operator's license shall have the cost of obtaining the license paid for by the Board of Education.

6.0702 PARAPROFESSIONALS

All Paraprofessionals are required to meet the then applicable standards for their position. In addition, all paraprofessionals must obtain an Educational Aide Permit. The cost for this permit will be reimbursed by the Board of Education each year. If a paraprofessional has been determined by the Ohio Department of Education as meeting the requirements of 20 USC 6319 (c), then he/she shall be considered by this school district as meeting the requirements of 20 USC 6319 (c).

6.0703 BUS DRIVER

The Painesville City Board of Education will reimburse the employee the cost of obtaining the bus driver license or endorsement for each required renewal during the term of this contract. The foregoing is restricted to the cost of the license, Bureau of Criminal Investigation check, physical examination conducted by a physician approved by the Lake County Educational Service Center and will not exceed \$100.

6.0704 MEETINGS

Employees required, as part of their employment, to attend meetings outside their regular work schedule will be paid at their regular hourly wage..

6.0705 PROFESSIONAL VISIT EXPENSES

All members are entitled to professional leave to attend education conferences, meetings and workshops determined by the Superintendent of Schools to be beneficial to the employee and the school district. Employees required to attend such visits outside of the district will receive expense reimbursement as follows:

- A. REQUESTS - Written request will be submitted to the building principal for approval and will be immediately forwarded to the Superintendent. Such request may be granted without loss of pay. The Superintendent will respond to the member in writing within two (2) weeks of the date of submission of said request or the request will be deemed approved.
- B. APPROVAL - All absences of such nature should be approved by the Board of Education before the member leaves to attend such meeting. Therefore, members should submit their requests a week prior to the meeting preceding the proposed visit. If a situation makes this prior application impossible, the Superintendent may give emergency approval subject to later reporting to the Board.
- C. EXPENSES - Procurement of necessary arrangements shall be the responsibility of the member through procedures consistent with policies of the Board of Education including but not limited to conference registration, overnight accommodations (if necessary) and transportation/parking. If meals are not provided as part of the meeting, members will receive an allowance of \$10.00 per day. If overnight stay is necessary and meals are not provided as part of the meeting, members, will receive an additional \$25.00 per night for a maximum allowance of \$35.00 per day. Such payments shall be made as a reimbursement directly to the member in the form of after-tax compensation.
- D. REPORT - Upon the Superintendent's request, a report of the visit will be filed with the Superintendent for distribution to the Board and other interested parties.

- E. LIKE TREATMENT - In making a determination relative to the granting of professional leave and/or expense reimbursement, the Superintendent and/or Board will treat like situations in like manner.

6.0706 VAN CERTIFICATION

Classified employees that hold van certification under Ohio guidelines are required to submit an annual certification of general health (T-8) form and complete a driver Ohio Bureau of Motor Vehicles abstract. The following will apply to all such employees:

- A. The Board of Education will identify a contracted vendor to provide the basic T-8 physical and make this vendor available to all employees.
- B. The Board of Education will pay the full cost of the required T-8 physical given by the contracted provider.
- C. The employee may select an alternate provider at his/her discretion, but will only be eligible for reimbursement described in item B, above.
- D. The Board will pay the full cost of the driver abstract.

6.0707 FBI/BCI CHECKS

The Painesville City Board of Education will reimburse the cost of obtaining the BCI/FBI Criminal Investigation check for all classified employees.

6.0800 WORKERS' COMPENSATION

An employee who is injured while performing assigned responsibilities shall be eligible to receive such compensation and expenses as prescribed by the Workers' Compensation Laws of the State of Ohio. All such injuries shall be reported to the injured employee's supervisor, or other designated representative on forms provided by the administration.

6.0900 SEVERANCE PAY

6.0901 CALCULATION

The Board shall grant severance pay in the amount to be determined by multiplying the greatest daily rate of the classified employee's pay during his/her employment in the district by the number of severance pay eligibility days, which shall be determined as being the sum of:

1. Number of accumulated unused sick leave days to a maximum of twelve (12); plus,
2. 40% of the number of accumulated unused sick leave days in excess of twelve (12) days to a maximum of an additional forty-two (42) days.
3. Any employee who has the age and/or years to qualify for retirement and dies while in the employ of the Board, shall have his/her severance benefits paid to his/her estate.

6.0902 DISTRIBUTION OF SEVERANCE PAY

This amount shall be paid in a lump sum to the classified employee on the first scheduled pay date following the date of retirement, which shall be defined as actual approval of the employee's application by SERS.

6.1000 RETIREMENT INCENTIVE BONUS

6.1001 ELIGIBILITY

- A. Any employee who becomes eligible for retirement with SERS after July 1, 2008 and before July 1, 2009 will be entitled to a retirement incentive bonus amounting to twenty-eight percent (28%) of said employee's highest base salary with the Painesville City Local Schools, if he/she retires on or before July 1, 2009, payable one-half on the second pay in, March, 2010 and one-half on the second pay in March, 2011.
- B. Any Employee who becomes eligible with SERS after July 1, 2009 and before July 1, 2010 will be entitled to a retirement incentive amounting to twenty-eight percent (28%) of said employee's highest base salary with the Painesville City Local Schools, if he/she retires on or before July 1, 2010 payable one-half on the second pay in March, 2011 and one-half on the second pay in March, 2012.
- C. Any Employee who becomes eligible with SERS after July 1, 2010 and before July 1, 2011 will be entitled to a retirement incentive amounting to twenty-eight percent (28%) of said employee's highest base salary with the Painesville City Local Schools, if he/she retires on or before July 1, 2011 payable one-half on the second pay in March, 2012 and one-half on the second pay in March, 2013.

6.1002 FORFEIT OF RETIREMENT INCENTIVE BONUS

This benefit will be forfeited if not exercised on or before July 1 of the first year he or she becomes eligible.

ARTICLE VII – TRANSPORTATION

7.0100 ROUTINE BUS ROUTES/ BUS BID MEETING

7.0101 SENIORITY ROTATION ROSTER DEFINED

A bus driver Seniority Rotation Roster will be maintained by the Transportation Supervisor. The following conditions will apply to the preparation of the Seniority Rotation Roster:

- A. The roster is based on the date of each driver's first day of continuous paid service as a bus driver in the district, with the most senior driver listed first.
- B. A seniority tie will be determined when two (or more) bus drivers have the same level of seniority as determined by this agreement. The procedures described in Section 5.1004 of this agreement will be used to resolve seniority ties for purposes of placement on the Seniority Rotation Roster.
- C. A bus driver will retain his/her years of service as a bus driver in the district when transferring to a new classified assignment. Driver seniority will be frozen until such time that the bus driver returns to active service as a bus driver or breaks continuous service with the district. At that time, the driver will be placed on the Seniority Rotation Roster in accordance with his/her service as a bus driver.
- D. A classified employee with no prior experience as a bus driver in the district will be placed on the Seniority Rotation Roster listing their first date of paid service as a bus driver.

7.0102 BUS BID MEETING PROCEDURES

Bus drivers shall meet annually to bid upon routes for the upcoming school year.

7.0103 ASSOCIATION REPRESENTATION

The Association President and/or designee will be informed of the meeting and will attend.

7.0104 DETERMINATION OF ROUTES

All bus routes shall be routed before the beginning of the school year. Routes shall be timed to and from the bus lot on a daily basis, which will include 30 minutes for pre-trip inspection, clean up, and fueling. Routes that change by 15 minutes after school begins will be subject to administrative review and monitoring procedures. At no time will a driver's established route exceed 37.5 hours weekly, nor will a driver's established route fall below 4.5 hours per day.

Certain routes may be designated as "Van Driver" routes and will be clearly designated as such at the time that routes are determined. Any route designated as such will be posted and may be filled by a bus driver in accordance with the established route bidding procedure and then by any driver with van certification. Van routes will be subject to a minimum call-out time of 2.0 hours.

For seniority purposes, van drivers with CDL bus endorsement will accrue continuous seniority as applied to transportation route bidding. Van drivers without CDL bus endorsement will accrue only district seniority for service on van routes.

The intent of this language is not to eliminate bus routes.

7.0105 NOTIFICATION OF DRIVERS

Drivers shall be notified by mail of such meetings. Seniority Rotation Roster shall be included with this mailing.

All routes will be posted for viewing 72 hours in advance of bidding at the Transportation Building.

7.0106 ROUTE SELECTION

Drivers shall select routes in order of their seniority as determined by the Seniority Rotation Roster.

7.0107 AUTHORITY TO ASSIGN

Buses shall be assigned to routes and drivers by the Superintendent/designee.

7.0108 NOTIFICATION OF ROUTE TIME

Drivers shall receive a salary notice within fifteen (15) work days after the beginning of the school year that will indicate the actual time of the route plus the thirty (30) minutes for pre-trip inspection, clean up and fueling.

7.0200 ADDITIONAL BUS ROUTES

When any bus route becomes available, it shall be posted and filled in accordance with the bid system. Said route shall be awarded to the driver having the greatest length of service requesting said route. Routes that afford more time shall be granted to regular drivers before being given to substitutes.

7.0300 USE OF REGULAR DRIVERS FOR MID-DAY ROUTES

Regular drivers will be used to drive mid-day routes when a regular driver is absent. If the absence exceeds five (5) days in duration, one regular driver shall be assigned providing this assignment does not place the driver into overtime.

7.0400 COMPENSATION OF DRIVERS FOR OTHER ACTIVITIES

Drivers will be paid for approved in-service activities, special meetings, development of student lists, and seating charts, or other operational requirements that extend their contracted work hours.

7.0500 COVERAGE OF ROUTES WHEN SUBSTITUTES UNAVAILABLE

When a shortage of substitute drivers occurs, regular drivers will be required to double-up on routes; they will be paid for additional time that exceeds their contracted work hours.

7.0600 FIELD TRIPS

7.0601 POSTING OF FIELD TRIPS

The administration will post and have available for review field trip assignments, destination, and estimated time.

7.0602 CHOOSING OF FIELD TRIPS

Field trips and athletic trips shall be chosen on a seniority rotation basis for those drivers who desire to take such trips. The most senior driver will be choose the first trip of the year and then the next trip(s) shall be chosen by the next driver(s) in seniority rotation order.

- A. **FIELD TRIP MEETING** Each week, on Wednesday, at 9:30 a.m., all drivers shall meet at the Transportation Office to choose field trips by the Administrative designee. On the first Wednesday of each month (September-June), a required in-service meeting of transportation personnel will be held from 9:15 a.m. to 10:00 a.m. Field trip meeting will follow in-service on these dates.
- B. **PRESENTATION OF FIELD TRIPS** The known available field trips for the week will be given to the driver(s) on the Seniority Rotation Roster in seniority order. The driver shall choose one trip.
- C. **DRIVERS ABSENT DUE TO SCHOOL BUSINESS** Drivers who are unable to attend the Wednesday meeting because of school business or are on field trips, will remain in the rotation, if they desire, and the OAPSE Representative designated by the Association President will pick their field trips as their name comes up.
- D. **ASSOCIATION REPRESENTATION** There shall be an OAPSE Representative designated by the Association President present at all field trip meetings.
- E. **LIMITATION** Drivers are encouraged to take field trips as they become available. Drivers may participate in field trip opportunities following completion of their contracted routine routes. The Transportation Supervisor or designee will contact drivers on a seniority basis utilizing the method described in 7.0602B.
- F. **EMERGENCY FILL-IN STATUS** A driver called to fill in on an emergency trip will not lose his/her position on the seniority rotation list.
- G. **RETURN OF FIELD TRIP FOR REASSIGNMENT** In cases where bus drivers have agreed to a field trip and are unable to fulfill the scheduled assignment, the trip will be returned to the transportation supervisor for assignment to eligible drivers on a seniority rotation basis when more than a twenty-four hour notice is provided. In such cases where less than 24 hours notice is provided, the Transportation Supervisor will assign the trip in the best interest of the district. When field trips are returned with less than twenty-four hours notice, the returning driver will forfeit his/her spot in the field trip bid rotation for the following week and the returned trip shall be assigned to the first available driver. Overnight/out of state field trips will be considered in emergency status if the trip remains unfilled seventy-two (72) hours prior to the scheduled departure time.

The parties agree to review the process for assignment of field trips during the Spring of 2010.

7.0603 RATE OF PAY

- A. **RATE DETERMINATION** All field and athletic trips shall be payable at the driver's rate of pay.

- B. **OVERTIME** Drivers will be permitted to select a field trip that will require overtime pay up to a maximum of two and one-half (2.50) hours of overtime per week. However, under certain circumstances and with approval from the administrative designee, the driver may accept a field trip that will exceed the foregoing limits governing overtime pay.

7.0700 BUS INSPECTION

Routine runs and non-routine trip(s) times will provide for a fifteen (15) minute inspection, clean up, and fueling of the vehicle.

- A. Inspection time will be included in the bid times for all A.M. and P.M. routine runs and for any other routine, extra duty, or non-routine runs prior to departure from the bus lot.
- B. Drivers will be required to inspect the vehicle in conformance with Commercial Drivers License regulations.
- C. Non-routine runs will also be afforded a minimum of fifteen (15) minutes clean-up time upon return from a non-routine run.

7.0800 TEACHERS DRIVING FIELD TRIPS

7.0801 USE OF BUSES

Teachers shall not be allowed to drive buses on field or athletic trips, unless every reasonable effort has been made to contact drivers and none are able and willing to accept the assignment.

7.0802 USE OF VANS

Bus drivers will be given the first preference to transport students on non-routine educational field trips that utilize vans. This excludes athletic and other trips requested by supplemental contract program advisors that can legally be transported using a van.

ARTICLE VIII - BENEFITS

8.0100 GENERAL PROVISIONS

8.0101 DISCLOSURE OF INSURANCE INFORMATION

A copy of the current Board liability insurance policy covering members of the bargaining unit shall be provided to the President of the Association Local.

8.0102 NOTIFICATION OF CHANGES IN COVERAGE

The Board will advise the OAPSE Local, through its president, of all changes therein, if any, which will alter the coverage provided from the preceding copy.

8.0103 ELIGIBILITY OF EMPLOYEES FOR INSURANCE BENEFITS

Employees contracted to work twenty (or more) hours per week shall be offered insurance benefits as described in section 8.0202.

8.0104 EMPLOYEE OPTION TO SELECT

Employees may select only one of the health insurance plans offered. The employees will have the option of choosing the plan which best meets their needs.

8.0200 HEALTH INSURANCE

8.0201 INSURANCES

MEMBERSHIP - The Painesville City Local School District is a member of the Lake County Health Care Consortium. The medical benefits extended to members shall be the Lake County Schools Council Health Care Benefits Program's Standard Plans as adopted by the Lake County Schools Council.

The Board shall offer the following lines of coverage for members contracted to work 20 hours or more per week:

- A. Medical
- B. Dental
- C. Vision

The carrier for all lines of coverage will be selected by the Lake County Schools Council.

8.0202 MEMBER/BOARD CONTRIBUTIONS

- A. BARGAINING UNIT MEMBERS HIRED ON OR BEFORE SEPTEMBER 30, 2013 WHO WORK BETWEEN 20 AND 40 HOURS PER WEEK - The employee share for healthcare/prescription plans offered by the Board of Education to members shall be as follows:
1. Standard Plan I Single/Family – The member share shall be \$10/\$25 per month single/family.
 2. Standard Plan II Single/Family – The member share shall be \$45/\$115 per month single/family.
 3. Standard Plan III Single/Family – The member share shall be \$80/\$180 per month single/family.
- B. Bargaining Unit members hired on or after October 1, 2013 must work at least thirty (30) hours per week to be eligible for any benefit provided under Article VIII other than Life Insurance provided under Section 8.0400 and the Hepatitis B vaccination provided for in Section 8.0600. Those employees hired on or after October 1, 2013 who work thirty (30) hour or more per week shall be entitled to participate in the Benefits set forth in Article VIII on the same terms as employees hired prior to that date.
- C. VISION AND DENTAL BOARD CONTRIBUTION - The Board shall pay 100% of the monthly premium for dental and vision coverage identified above. If a member chooses to waive dental and/or vision coverage during a scheduled open enrollment period, the monthly premium cost of the coverage will be deducted from the member's share of healthcare/prescription insurance.
- D. ADDITIONAL LINES OF COVERAGE - Should additional healthcare/prescription coverage be made available to members, employee contributions will be consistent with the above provisions in this section.

Member contributions for this coverage will be consistent with the above provisions in this section.

8.0203 SECTION 125 PLANS

The Board will allow before-tax deductions (Section 125 Plans) for insurances.

8.0300 INSURANCE WAIVER

8.0301 WAIVER ELIGIBILITY

Any employee who has health insurance coverage available through another source may annually waive his/her health insurance coverage provided through this agreement and receive one thousand two hundred dollars (\$1200). This waiver must be submitted in writing at the time of initial employment or annually thereafter.

8.0302 PAYMENT OF INSURANCE WAIVER

The payment will be a lump sum of six hundred dollars (\$600) at the end of each semester to be paid on the first non-payroll Friday following the last day of the semester.

8.0303 RE-ENROLLMENT DUE TO LOSS OF COVERAGE

The waiver must clearly explain the procedure for re-enrollment if coverage is lost during the year. The re-enrollment is contingent upon the carrier's determination of insurability. If alternate coverage is lost, there will be a timely period for return to the Board family health coverage without being required to furnish insurability

8.0304 PRO-RATED INSURANCE WAIVER CALCULATION

- A. In order to receive the full \$1,200 annual waiver, an employee must be in active pay status for 185 days (including paid holidays) during his or her contract year.
- B. In the event an employee works less than 185 days per contract year, he or she shall receive the percentage of the full waiver payment resulting from a computation where 185 is the denominator and the actual number of days in actual pay status is the numerator.
- C. Any employee whose regular contract calls for him or her to work over 20 hours per week but less than 185 days per year may substitute his or her actual number of contract days for 185 as the denominator in the foregoing computation.

8.0400 LIFE INSURANCE

8.0401 BOARD CONTRIBUTION FOR FULL-TIME EMPLOYEES

The Board will pay one hundred percent (100%) of the cost of a fifty thousand dollar (\$50,000) term life insurance, including double indemnity for accidental death for all full-time employees.

8.0402 BOARD CONTRIBUTION FOR PART-TIME EMPLOYEES

The Board will pay one hundred percent (100%) of the cost of the twenty thousand dollar (\$20,000) term life insurance, including double indemnity for accidental death for employees scheduled to work less than twenty (20) hours per week.

8.0500 DISTRICT-WIDE INSURANCE COMMITTEE

The Association and the Board of Education agree to participate in a district-wide committee to study and develop recommendations designed to achieve a responsive and cost-efficient medical benefits program. The committee will include representation from OAPSE Local #393, the PCTA, and the Administration.

The committee will meet as needed, but not less than four (4) times per year. The committee's studies will include, but not be limited to, the following areas:

- A. Developing an understanding of the medical benefits program.
- B. Identifying various program options to reduce the costs associated with the program.
- C. Developing strategies which, if implemented, will result in program cost reductions.
- D. Developing and implementing strategies for educating employees regarding employee benefits.

- E. Developing and implementing strategies for educating employees on general health issues and wellness program.

The members of the committee will be empowered by all parties to make recommendations relating to the medical benefits program. If the recommendations are contrary to the provisions of this contract or appendices, then following ratification by the Association membership and the Board, the committee's recommendations will be written in the form of a Memorandum of Understanding.

8.0600 HEPATITIS B VACCINATION

8.0601 AVAILABILITY TO EMPLOYEES

Hepatitis B virus vaccination will be offered at no cost to any employee who wishes to receive it and whose health insurance does not provide coverage.

8.0602 ADMINISTRATION OF VACCINATION

This provision will cover administration of the vaccination only by the district's school nurse, who will administer the first vaccination on the first inservice day before school and will provide the follow-up vaccinations at the designated intervals on a building by building basis.

8.0603 EXEMPTION OF EMPLOYEES COVERED UNDER HEALTH INSURANCE

Employees who have coverage for this vaccination under their current health insurance program will be required to secure the vaccination from their physician at no cost to the employee or employer.

8.0700 PAID LEGAL HOLIDAYS

The paid legal holiday schedule for all employees will be:

LEGAL HOLIDAY	9-MONTH EMPLOYEES 185, 186, 187, 195 and 206 DAYS	9-MONTH EMPLOYEES 221 DAYS	12-MONTH EMPLOYEES 261 DAYS
First day of January	X	X	X
Third Monday of January	X	X	X
Third Monday of February	X	X	X
Last Monday of May	X	X	X
Fourth day of July		X	X
First Monday of September	X	X	X
Second Monday of October To be taken the Friday following Thanksgiving			X
Eleventh day of November To be taken on Good Friday			X
Fourth Thursday of November	X	X	X
Twenty-fourth day of December			X
Twenty-fifth day of December	X	X	X

8.0701 LEGAL HOLIDAYS PROVISIONAL/PART-TIME EMPLOYEES

Provisional, part-time, seasonal, intermittent, per day and hourly employees shall be entitled to payment for legal holidays, which fall within their pay week. Such pay shall be determined by their regularly scheduled hours. Pay week shall be defined as from Sunday through Saturday.

8.0702 LIMITATIONS ON PAID HOLIDAYS

Employees must work or be on properly excused paid leave from the regularly scheduled work days preceding and following a holiday to be eligible for payment.

8.0703 COMPENSATION FOR WORKING ON HOLIDAYS

Should an employee be required to work on any of the holidays listed above, the employee shall be paid time and one-half (1½) their regular rate of pay in addition to holiday pay.

8.0800 CALAMITY DAYS

8.0801 REQUIREMENT TO REPORT TO WORK

If a school or schools are closed due to inclement weather or other public calamity, all custodial personnel are expected to report for work as scheduled, or as directed by the building principal, site supervisor, or designee.

8.0802 NOTIFICATION OF CHANGE IN WORK SCHEDULE

If the normal work schedule is changed due to weather-related conditions, employees will be notified by the district.

8.0803 COMPENSATION FOR CALAMITY DAYS

- A. Any member of the bargaining unit required to work on a calamity day shall be paid his/her regular rate of pay in addition to calamity day pay.
- B. Any member scheduled to work, but not required to work on a calamity day, will receive their contracted daily rate of pay.
- C. The member may request compensatory time computed at straight time in accordance with Section 6.0600 of this agreement.
- D. The minimum call-in time on a calamity day shall be two (2) hours.

8.0900 MILEAGE REIMBURSEMENT

- A. Any employee using his private vehicle to perform approved school business shall be reimbursed at the then applicable IRS reimbursement rate.
- B. Any employee using his/her service vehicle to perform school business shall be reimbursed at a rate of \$.05½ per mile higher than the then applicable IRS rate.

8.1000 SERS "PICK UP"

The Board will "pick-up" the employee's SERS contribution in accordance with salary reduction method guidelines provided by SERS in such a way that the "pick-up" becomes solely a reduction for tax purposes and does not affect the earnings for retirement system purposes.

8.1100 ASSOCIATION DUES/FEES DEDUCTIONS

8.1101 RECOGNITION

The Association and the Board agree that each and every classified employee in the recognized bargaining unit should contribute equally toward the cost of administering this Master Agreement by OAPSE and for representation of the classified employees in the described bargaining unit by OAPSE.

8.1102 DESIGNATION OF MEMBERS

All classified employees who are eligible to hold membership in the Local shall become either:

- A. A member of the Local and execute an authorization for dues deductions on a form provided by OAPSE.
- B. In the alternative, the Board Treasurer shall deduct from the salaries of the employee(s), not applying for membership, a service fee in the amount set forth in written notification by the Local Treasurer, such notice to be provided not later than September 15th of each year.
- C. Any employee who has been declared exempt for religious convictions by SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time scheduled as Association dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the Association State Treasurer written receipts evidencing payment of such agreed upon non-religious charitable fund. Failure to make such payment shall subject such employee to the same sanctions as would non-payment of Association dues under the agreement.

8.1103 MAXIMUM SERVICE FEE

In no case shall the monthly service fee be in excess of its regular OAPSE membership dues

8.1104 PAYMENT OF SERVICE FEE

All bargaining unit members shall either authorize payroll deduction for the payment of dues or remit payments, in full, directly to the Local Treasurer.

8.1105 PROCEDURE FOR DEDUCTING FEE

- A. Dues shall be deducted in equal installments according to each employee's payroll schedule. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing.
- B. Payroll deductions shall occur immediately upon request, or in the case of new employees, immediately upon employment.
- C. The Board Treasurer shall forward to the State OAPSE Treasurer the amount of the dues/fees, along with a complete description by name and amount, for each employee. This shall be done within ten (10) days following each deduction. A copy of the description shall be given to the Local Association Treasurer.
- D. The Association shall defend and indemnify the Board, the Treasurer, their officers, members, agents and assignees in both their individual and official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the

action taken by the Painesville City Local Schools for the purposes of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Association shall retain jurisdiction of any appointments of legal counsel for defense and indemnification purposes.

8.1106 PEOPLE DEDUCTION

The Board agrees to deduct from the wages of any employee a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time given written notice to both the Board and the Association. The employer agrees to remit any deductions made pursuant to this provision to the OAPSE State Treasurer, along with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

8.1107 WITHDRAWAL OF MEMBERSHIP

Withdrawal of membership does not preclude payment of the fair share fee. An employee may withdraw membership during a ten (10) day period from August 22 through August 31. Should a member withdraw during this withdrawal period, the Board Treasurer shall then deduct according to Section 8.1202, B.

ARTICLE IX - LEAVES

9.0100 SICK LEAVE

9.0101 ACCUMULATION OF SICK LEAVE

Sick leave days shall accumulate at the following rates:

EMPLOYEE TYPE	CALCULATION
12-month employees (261 days)	15 days annually at 1.25 days/month
10-month employees (206 days)	13.5 days annually at 1.25 days/month Plus 1 additional day credited in July each year
9-month employees (185, 186, 187, 195 days)	12.25 days annually at 1.25 days/month Plus 1 additional day credited in June each year
Employees contracted to work less than 185 days or those employees hired after the first day of the contract year.	NUMBER OF CONTRACTED DAYS/261*15 = NUMBER OF SICK DAYS Any fractional portion of a day resulting from this calculation will be rounded to the next highest half day.

9.0102 MAXIMUM ACCUMULATION OF SICK LEAVE

The maximum accumulation of sick leave shall be unlimited.

9.0103 TRANSFER OF SICK LEAVE

The transfer of accumulated sick leave from previous public employment by new employees of the Board shall be limited to a maximum of 60 days.

9.0104 REDEMPTION OF UNUSED SICK LEAVE

- A. Each employee may elect to redeem one (1) or more of his/her accrued unused sick leave days in exchange for a one time payment by the Board of sixty dollars (\$60) per day or the employee's contracted daily rate, whichever is less.
- B. The number of sick leave days eligible to be redeemed is equal to the number of sick leave days that an employee may accumulate in a contract year.
- C. All days redeemed by an employee pursuant to the provision shall be subtracted from his or her accumulation. No payment shall be made for any days accumulated prior to September 1, 1986, and no redemption shall be allowed if it would reduce the employee's accumulation to sixty (60) days or less.

9.0105 USE OF SICK LEAVE

An employee who uses three (3) or more consecutive contracted days of sick leave must provide a physician's statement upon return to work. Sick leave shall be paid for absence due to the following:

- A. Personal illness
- B. Injury
- C. Exposure to a contagious disease which could be communicated to other employees or children.
- D. Disability due to pregnancy.
- E. Illness or injury in the employee's immediate family which illness reasonably requires the presence and/or assistance of the employee.
- F. A one-day absence with no deduction in pay (Sick Leave pay) shall be allowed all employees attending the funeral of a relative, not immediate family, not living in the same household.
- G. Any case not covered by the above shall be subject to approval by the Superintendent.

9.0106 DEFINITION OF IMMEDIATE FAMILY

The immediate family is to be interpreted to mean father, mother, sister, brother, spouse, children, father-in-law, mother-in-law, grandparent, grandchild, stepparent, stepchild, or any other relative living in the same household.

9.0107 DISCIPLINE FOR ABUSE OF SICK LEAVE

The Board shall have the right to discipline any employee who violates the provisions of the foregoing leave policy in accordance with the terms of the employee discipline procedure set forth elsewhere in this Agreement.

For employees who are on paid leave when school(s) are closed during such paid leave, sick leave and/or personal leave shall not be deducted from the employee's accumulation.

9.0200 PERSONAL LEAVE

9.0201 ENTITLEMENT

All classified personnel will be granted up to three (3) days of paid personal leave each year. For part-time employees, this shall be taken to mean the daily length of that member's work schedule, e.g., a 4 hour employee is eligible for three 4 hour days of personal leave. Personal leave must be approved in advance and shall be used only for such purposes or in connection with activities of the type listed immediately below and which cannot be accomplished during the non-working hours.

9.0202 USES OF PERSONAL LEAVE

Use of such leave may be for the following:

- A. Religious holidays.
- B. Personal business matters that cannot be taken care of outside school hours.
- C. Attendance at set graduation ceremonies in the immediate family.
- D. A son, daughter, spouse, or other person residing in the employee's household leaving for military service or college as a freshman.
- E. Weddings of the employee or in his or her immediate family.
- F. Attending funerals not covered in the Bereavement Leave Policy.
- G. Attendance at ceremonies where the member or his/her immediate family is receiving an award of major significance.
- H. Appointments required by academic programs or educational requirements.
- I. Emergencies affecting the member or a member of his/her immediate family.
- J. Moving from one permanent residence to another.

9.0203 RESTRICTIONS

The following nonexclusive list contains examples of reasons for which personal leave with pay is not available:

- A. Engaging in or seeking other employment except in the case of an employee who has been nonrenewed, terminated, or laid-off or suspended due to a RIF.
- B. Recreational purposes.
- C. Working around the house or shopping.
- D. Accompanying spouse or any other person on a business trip.
- E. Attending fraternal, social, or like functions.
- F. Personal leave may not be used immediately before or after any break period, holiday, or weekend containing a holiday, and may not be used to extend any vacation period, except in case of emergency, or significant family business for which a reason must be provided to the Superintendent whose decision to grant or deny such leave will be final and not subject to the grievance procedure by the member or Association.
- G. Extension of sick leave.
- H. Any situation covered by a specific leave policy of the Board of Education.
- I. Attending weddings of non-relatives when the employee is not a member of the wedding party.
- J. Engaging in any form of political activity.

9.0204 REQUEST FOR LEAVE

Request for personal leave will be made on the form designated as "Request for Personal Leave", stating the reason for the request, and will be submitted to building principal not less than forty-eight (48) hours in advance of the requested leave, except in the case of an emergency. The principal will acknowledge the request and forward it to the Superintendent/designee who will render the final approval/denial where required. Requests that fall within the guidelines of this provision will be approved. Requests falling within the final fifteen (15) work days of the school year must specifically state in detail the reason for the request and are subject to the approval of the Superintendent/designee.

9.0205 COMPENSATION FOR USE OF PERSONAL LEAVE

Compensation for personal leave is to be at the same rate as the employee's daily contract rate.

9.0206 USE/CONVERSION OF PERSONAL LEAVE

Personal leave may be used in the year earned or accumulated and added to the employees accumulated sick leave at the end of the year.

9.0300 UNPAID SPECIAL LEAVE

9.0301 ELIGIBILITY FOR UNPAID SPECIAL LEAVE

In addition to the foregoing Personal Leave, each staff member may request a maximum of five (5) days of unpaid special leave during each school year.

9.0302 EXCEPTIONS TO USE OF UNPAID SPECIAL LEAVE

Such leave may be used for any purpose other than those specifically excepted below and, subject to compliance with the terms and conditions hereof, will be granted upon request.

No special leave will be granted for:

- A. Pre-planned extensions of regularly scheduled school vacations and holidays.
- B. Any period when an acceptable substitute cannot be secured.
- C. Any period for which less than forty-eight (48) hours advance request time was provided the system.

9.0303 REQUEST FOR UNPAID SPECIAL LEAVE

Prior to receiving any special leave, each employee must file a written acknowledgment of his or her awareness of his or her specific per diem rate. All special leave requests that are in compliance herewith shall be granted.

9.0400 BEREAVEMENT LEAVE

9.0401 ELIGIBILITY FOR BEREAVEMENT LEAVE

A three (3) day absence with no deduction in pay will be allowed all employees attending the funeral of a relative in the immediate family as defined in Section 9.0106. The Superintendent may grant an extension of Bereavement Leave as he deems reasonable and appropriate.

9.0500 MEDICAL LEAVE

9.0501 REQUEST FOR MEDICAL LEAVE

Upon written request, an employee may apply for medical leave of absence pursuant to Section 3319.13 ORC, and for family medical leave (under Federal Family Medical Leave Act), and said request shall be processed pursuant to these sections:

- A. If an employee has exhausted accumulated sick leave and the five (5) days provided by Section 3319.141 and added ten (10) days provided contractually by the Board per Section 9.0104 and does not request medical leave of absence, it shall be handled as though the employee had made such a request pursuant to Section 3319.13 ORC.
- B. Whenever a medical leave of absence begins, whether requested or otherwise, it is mandatory that a physician's statement be submitted to the Board. Failure to submit such a report to the Board within thirty (30) days shall constitute a good and just cause for termination of contract.
- C. While an employee is on a medical leave of absence, he/she ceases to accumulate sick leave.
- D. The employee has the option of self-paying his/her fringes during the leave of absence. Otherwise, the fringes will be canceled until the employee returns to work. The cost of the fringes for self-payment will be determined by dividing the number of days not worked during the contract year by 185. This is the case for all employees regardless of length of contract year. The employee self-payment for fringes will begin when "earned" fringe benefits have been exhausted. The resulting percentage times the annual cost of the fringes is the amount the employee will have to pay.
- E. During the time the employee is on medical leave of absence, he/she will be given the opportunity of continuing in the hospitalization/health care insurance program. The Treasurer's Office will process requests for insurance coverage. Checks must be in the Treasurer's Office not later the 28th day of the preceding month in order to continue the insurance in force.

- F. The employee may also forward funds required to carry on his/her other fringe benefits, such as life and dental insurance and vision insurance. The checks for fringe benefits are to be made out to the Painesville City Local Board of Education.
- G. The Treasurer's Office will make the appropriate payment.
- H. Pursuant to ORC Section 3309.41, a member who was under contract when granted disability retirement and who has not resigned is on leave of absence from his/her position during the first five (5) years on disability retirement. If disability retirement is terminated by the Retirement Board within the five-year period, the member is entitled to be restored to the same or to a similar position and salary not later than the next September 1.

9.0502 RETURN TO WORK FROM MEDICAL LEAVE

When the employee is ready to return to work, he/she will schedule an appointment with the Superintendent and present a medical doctor's certificate indicating that he/she is able to return to work. Upon recommendation of the Superintendent as to availability of a position, the Board will, by resolution, place the employee back on the payroll and reinstate fringe benefits.

9.0503 NOTIFICATION OF MEDICAL LEAVE PROVISION

Prior to any action by the Board pursuant to this contract provision, the Board or its designee will notify the staff member, or in the case of total disability, the staff member's immediate family, of the Medical Leave provision. The staff member or those acting in his/her behalf will have seven (7) days after notification in which to apply for a Medical Leave of Absence.

9.0600 MATERNITY/PATERNITY/ADOPTION LEAVE

9.0601 ELIGIBILITY FOR MATERNITY/PATERNITY/ADOPTION LEAVE

An employee of the school district who has become pregnant or whose spouse has become pregnant, who is adopting a child, or who is rearing his or her natural or adopted child, will, upon proper application, be granted a leave of absence without pay for up to one (1) year.

9.0602 EXTENSION OF MATERNITY/PATERNITY/ADOPTION LEAVE

Any such leave will be extended for an additional period of approximately one (1) year upon the employee's application unless acceptable replacement staffing is not available. Application for extension must be made in writing to the Superintendent sixty (60) days prior to the expiration of the original maternity/paternity/adoption leave.

9.0603 APPLICATION FOR MATERNITY/PATERNITY/ADOPTION LEAVE

Application for maternity/paternity or adoption leave will be in writing and will contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence, and the intended date of return to service. Said written application will be submitted sixty (60) days in advance of the beginning date of the leave. In the case of adoption or emergency, a shorter notice will be acceptable.

9.0604 DISABILITY DUE TO PREGNANCY

The schools recognize that although pregnancy is not in itself a disability, it can contribute to a disability, the extent and duration of which can be determined and will be declared in writing by the individual's attending physician. Disability due to pregnancy or childbirth will be considered on the same terms and conditions as applied to other temporary disabilities. Employees on maternity leave effective prior to the period of disability caused or contributed to by pregnancy will not be entitled to the use of sick leave.

9.0605 RETURN TO WORK FROM MATERNITY/PATERNITY/ADOPTION LEAVE

Upon return from approved maternity/paternity/adoption leave, at the time set forth in the application for leave, the employee will be entitled to reinstatement to the same position which was held prior to leave, or to an equivalent position for which the employee is qualified, within a reasonable time as related to their intended date of return.

9.0606 EARLY RETURN TO WORK FROM MATERNITY/PATERNITY/ADOPTION LEAVE

An employee, who because of a miscarriage, other unforeseen circumstances, or personal desire to return to service, and who is physically able to resume contractual duties before the stated "intended date of return", may present a medical certificate from the attending physician indicating the employee's ability to return at a date earlier than one (1) year. If a position for which the employee is qualified becomes available, the employee will be granted said position.

9.0607 CERTIFICATION OF ABILITY TO PERFORM WORK

The Board may require certification by a medical doctor that an employee is physically able to perform all contractual obligations upon intended date of return from maternity leave. If the employee cannot present medical certification declaring said employee to be physically fit to resume all contractual obligations, the employee will not be reinstated as a staff member.

9.0700 INJURY LEAVE

9.0701 ELIGIBILITY FOR INJURY LEAVE

Any employee who is absent due to physical disability resulting from an actual physical assault or physical injury which occurs in the course of his or her employment will be granted up to ten (10) days of injury-assault leave without same being subtracted from his or her accumulated sick leave benefits.

9.0702 APPLICATION OF SICK LEAVE TO INJURY-RELATED ABSENCE

Should the period of disability extend beyond ten (10) days, the employee in question will then have his or her continued absence charged against his or her accumulated sick leave, if any.

9.0703 RECOVERY OF WORKER'S COMPENSATION PAYMENTS

Any remuneration paid by Worker's Compensation during said period of disability will be deducted from the employee's regular salary. This provision is subject to requirements of the Ohio Workers' Compensation Program.

9.0704 INVESTIGATION AND PROSECUTION OF RESPONSIBLE PARTIES

In all cases of physical assault upon an employee, the employee, the administration and Board will cooperate fully in the investigation of the assault and the prosecution of the person(s) involved.

9.0705 EXHAUSTION OF INJURY LEAVE

If an employee who is absent due to physical disability resulting from an actual physical assault or physical injury that occurs in the course of his or her employment remains absent from such causes for a period of time, the duration of which exhausts the aforesaid ten (10) days injury leave and has at the time of said exhaustion or reaches the point where he or she has fifteen (15) or less days accumulated sick leave, he or she will be eligible for an additional ten (10) days leave pursuant to this contractual provision.

9.0800 FRINGE BENEFITS DURING UNPAID LEAVES OF ABSENCE

9.0801 CESSATION OF SICK LEAVE ACCUMULATION

While the employee is on an approved leave of absence without pay, he/she ceases to accumulate sick leave.

9.0802 SELF-PAY FOR FRINGE BENEFITS DURING LEAVES OF ABSENCE

The employee has the option of self-paying his/her fringes during the leave of absence; otherwise, the fringes will be canceled on the first of the month following the first day of the leave until the employee returns to work.

9.0803 CALCULATION OF FRINGE BENEFIT COSTS

The cost of the fringes for self-payment will be determined by dividing the number of days not worked by 185 days. The resulting percentage times the annual cost of the fringes is the amount the employee would pay.

9.0804 PAYMENT OF FRINGE BENEFIT COSTS

During the time the employee is on the leave of absence, he/she will be given the opportunity of continuing in the hospitalization, dental, vision, and life insurance programs by forwarding a check or checks for the amount determined by the above formula to cover the cost of the insurance programs. The Treasurer's Office will process all leaves and requests for insurance coverage. Checks must be in the Treasurer's Office not later than the twenty-

eighth (28th) day of the preceding month in order to continue the insurance in force. Checks for the insurance coverage are to be made out to the Painesville City Local Board of Education. The Treasurer's Office will make the appropriate payment.

9.0900 COURT APPEARANCE

9.0901 JOB-RELATED COURT APPEARANCE

When an employee is required to be absent from his or her regular daily work schedule due to an appearance in court on behalf of the Board or arising out of his/her job-related responsibilities, he or she will be paid his or her regular compensation and will not be considered absent. In the event he or she receives any remuneration other than mileage, parking fees, and meal expense for such appearance, it will be paid to the Board.

9.0902 NON-JOB-RELATED COURT APPEARANCES

Non-job-related court appearances, with the exception of jury duty, will be covered by the personal and special leave provisions. Once an employee has utilized his/her personal leave days, the employee will have the option to utilize accumulated sick leave to cover such leave for personal court appearances.

9.0903 JURY DUTY

When an employee is required to be absent from his or her regular daily work schedule due to jury duty, he or she will be paid his or her regular compensation and will not be considered absent. In the event he or she receives any remuneration other than mileage, parking fees, and meal expense for such appearance, it will be paid to the Board.

9.1000 PROFESSIONAL LEAVE

9.1001 AVAILABILITY OF PROFESSIONAL LEAVE

The Board will appropriate funds from which expenses of classified personnel may be paid for attendance at seminars relating to improvement of their work skills. Authorization for attendance and approval of estimated expenses anticipated are subject to prior written approval of the Superintendent or his designee.

9.1100 ASSOCIATION LEAVE

9.1101 ELIGIBILITY FOR ASSOCIATION LEAVE

Any staff member elected to serve in a governance capacity or appointed to serve in a committee/commission role at the district, state, or national levels of OAPSE/AFSCME will be granted, not to exceed twelve (12) days per year, Association Leave.

9.1102 USE OF ASSOCIATION LEAVE

Said leave will be granted upon prior request of the employee and upon verification of the Local Association President. These days will be granted with full pay.

9.1103 LIMITATIONS ON USE OF ASSOCIATION LEAVE

Use of this leave in excess of twelve (12) days will be cause for the Board to either receive reimbursement for the employee's full per diem pay or for the staff member to be docked pay on a per diem basis, whichever the staff member chooses. In no case will more than five (5) days in excess of the aforesaid twelve (12) days be used for the purposes allowed hereunder.

9.1104 DELEGATE LEAVE LIMITATIONS

Authorized delegates shall be permitted to attend OAPSE/AFSCME Conferences not to exceed an aggregate of twelve (12) days annually without loss of pay.

9.1200 VACATION SCHEDULE

9.1201 VACATION ACCRUAL

A. **EMPLOYMENT PRIOR TO 09/01/86** All classified, full time, twelve (12) month employees, employed before September 1, 1986, shall receive paid vacation leave in accordance with the following schedule:

EMPLOYMENT	VACATION
1st full year of employment -	<u>no vacation leave</u> shall be granted during the first full year of employment, however, upon the completion of the first full year of employment, the employee shall have earned two weeks vacation leave which may be used during the second year of employment.
2 nd thru 7th year of employment	<u>2 weeks per year</u> - The two weeks used during the 7th year of employment shall be the two weeks actually earned by completing the 6th full year.
8 th thru 13 th year of employment	<u>3 weeks per year</u> - The three weeks used during the 13th year of employment shall be that which was earned during the 12th full year of employment.
14th thru 19th year of employment	<u>4 weeks per year</u> - The four weeks used during the 19th year shall be that which was earned during the 18th full year of employment
19 or more years of employment	<u>5 weeks per year.</u>

- B. **EMPLOYMENT AFTER TO 09/01/86** All eligible employees hired after September 1, 1986, shall have the following vacation schedule:

EMPLOYMENT	VACATION
1st full year of employment -	<u>no vacation leave</u> shall be granted during the first full year of employment, however, upon the completion of the first full year of employment, the employee shall have earned two weeks vacation leave which may be used during the second year of employment.
2nd thru 7th year of employment	<u>2 weeks per year</u> - The two weeks used during the 7th year of employment shall be the two weeks actually earned by completing the 6th full year.
8th thru 13th year of employment	<u>3 weeks per year</u> - The three weeks used during the 13th year of employment shall be that which was earned during the 12th full year of employment.
14th or more years of employment	<u>4 weeks per year</u> - The four weeks used during the 14th year shall be that which was earned during the 13th full year of employment
In addition to the foregoing, members with 20 – 22 years of service	Receive one (1) additional vacation day per year, provided he/she has at least 140 sick leave days accumulated.
Members with 23 – 24 years of service	Receive two (2) additional vacation days per year provided h/she has at least 140 sick leave days accumulated.
Members with 25 or more years of service	Receive three (3) additional vacation days per year provided h/she has at least 140 sick leave days accumulated.
The employee must maintain the 140 day minimum in order to receive the additional day(s) in subsequent years. The foregoing days are not cumulative.	

9.1202 PAYMENT OF UNUSED VACATION

- A. Accrued unused vacation leave shall be payable upon termination and/or retirement.
- B. In no case may an employee accrue more than two years vacation leave and any such accrual must have prior written approval of the employee's immediate supervisor.

9.1203 COMPUTATION OF VACATION

Years of service shall be computed from each employee's first day of actual continuous service.

9.1204 USE OF VACATION

Vacation leave may be taken at any time during the year of eligibility subject to approval of the building principal and/or central office.

9.1300 PROFESSIONAL DEVELOPMENT

9.1301 REIMBURSEMENT OF EXPENSES

The Board may, subject to pre-approval by the Superintendent, reimburse bargaining unit members educational expenses for classes that will be beneficial to the school district.

9.1302 COMPUTER CLASSES

Computer classes shall be offered to all classified employees who desire to take them at no cost to the employee.

9.1303 TRAINING

The Board will provide annually a four (4) hour paid inservice training program to all bargaining unit members.

9.1304 CONTENT OF TRAINING

A variety of topics will be covered including student interaction and supervision. Attendance is mandatory and release time will be provided for those scheduled to work that day. Secretaries and attendance caller/health aide will receive training on distribution of student medication and first aide/CPR training.

9.1305 ADDITIONAL TRAINING

The administration reserves the right to provide additional compensated release time training as necessary.

ARTICLE X – SAVINGS, FORM, AND DURATION

10.0100 SAVINGS CLAUSE

If any provision of this agreement or the application thereof is held by a court of competent jurisdiction to be in conflict with any federal, state, local or regulatory agency, statute or regulation in a manner not authorized by Chapter 4117 Ohio Revised Code, the provision will be considered null and void. All other provisions hereof shall continue in full force and effect. In the event both parties agree to the unenforceability of a given provision hereof no court determination shall be required. In any such case or court provision, the parties shall meet within fifteen (15) days to negotiate a replacement clause.

10.0200 ENTIRE AGREEMENT

This Agreement constitutes the whole and complete Agreement negotiated between the Board and OAPSE Local 393.

10.0300 DURATION

This Agreement shall take effect September 1, 2013 and shall remain in effect through the 31st day of August 2015. All previous Agreements shall be and are null and void.

During the Spring 2015, the parties agree that either party shall have the right to re-open negotiations on financial items and three (3) non-economic issues per party. (An issue is a discreet matter, not necessarily a complete article.) The party wishing to re-open negotiations shall notify the other party no later than April 30, 2015 of its intent to exercise its right to re-open. If the parties fail to reach agreement on the re-opener, the dispute resolution procedure outlined in Article III, Section 3.0500 shall be invoked. If the dispute resolution procedures fail to produce an agreement, the employees may exercise their rights under ORC 4117.14(D)(2) after August 15, 2015.

10.0400 FUTURE RULES, REGULATIONS, POLICIES, AND PRACTICES

It is specifically recognized by OAPSE Local 393 that all present and future rules, regulations, policies and practices of the Painesville City Local Board of Education and its administrative staff, which are not specifically in conflict with the terms hereof, shall remain and become binding upon all members of the bargaining unit.

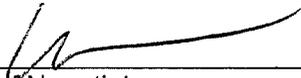
10.0500 PRINTING AND DISTRIBUTION

The Board shall provide a copy of the Contract for each Bargaining Unit Member at no cost to the employee.

FOR THE PAINESVILLE CITY LOCAL
BOARD OF EDUCATION:

By: 
President

Date: _____

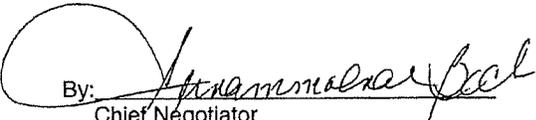
By: 
Chief Negotiator

Date: 3/27/2014

FOR OAPSE LOCAL #393

By: 
President

Date: _____

By: 
Chief Negotiator

Date: March 24, 2014

NEGOTIATING TEAM MEMBERS:

John T. Shepard
Superintendent

Sherry Samac
Treasurer/CFO

Mike Hanna
Legal Counsel

Josh Englehart
Assistant Superintendent

James Haffa
Business Manager

Brian Keipert
President OAPSE Local #393

Trina Molnar Bock
Field Representative

Don Wheeler

Brenda Dey

Judy Plageman

Lisa Joki

2013-14 OAPSE SALARY SCHEDULE

	CL I	CL II	CL III	CL IV	CL V	CL VI	CL VII	CL VIII	CL IX
10.49									
0	10.78	12.92	13.51	14.22	15.12	15.77	16.51	17.16	20.67
1	11.18	13.51	14.09	14.83	15.56	16.15	16.99	17.59	21.47
2	11.56	14.08	14.69	15.42	16.04	16.55	17.46	18.07	22.31
3	11.96	14.61	15.27	15.99	16.62	16.91	17.87	18.51	23.15
4	12.35	15.26	15.86	16.56	16.92	17.31	18.28	18.98	23.97
5	12.71	15.82	16.46	17.05	17.42	17.74	18.80	19.45	24.80
6	13.08	16.43	17.07	17.76	17.84	18.12	19.22	19.93	25.66
7	13.48	17.00	17.60	18.35	18.45	18.56	19.71	20.37	26.41
8	13.84	17.57	18.21	18.93	19.04	19.14	20.16	20.80	27.26
9	14.22	18.17	18.81	19.52	19.63	19.73	20.60	21.27	28.09
10	14.31	18.29	18.93	19.65	19.75	19.86	20.71	21.37	28.29
11	14.39	18.42	19.06	19.77	19.88	19.98	20.81	21.47	28.48
12	14.47	18.54	19.18	19.90	20.00	20.11	20.91	21.58	28.68
13	14.55	18.66	19.30	20.03	20.13	20.24	21.01	21.68	28.88
14	14.63	18.79	19.43	20.15	20.26	20.36	21.11	21.78	29.07
15	14.72	18.90	19.55	20.28	20.43	20.49	21.21	21.88	29.27
16	14.80	19.03	19.68	20.40	20.51	20.61	21.32	21.99	29.47
17	14.87	19.15	19.81	20.52	20.62	20.73	21.41	22.09	29.66
18	14.96	19.27	19.93	20.64	20.75	20.85	21.51	22.19	29.85
19	15.04	19.40	20.06	20.77	20.88	20.98	21.61	22.29	30.05
20	15.13	19.52	20.17	20.90	21.00	21.11	21.71	22.40	30.24
21	15.21	19.64	20.30	21.02	21.13	21.23	21.82	22.50	30.44
22	15.28	19.76	20.42	21.15	21.25	21.36	21.91	22.60	30.64
23	15.37	19.89	20.55	21.27	21.38	21.48	22.02	22.70	30.83
24	15.45	20.00	20.68	21.40	21.50	21.61	22.12	22.81	31.03
25	15.54	20.13	20.80	21.51	21.62	21.72	22.22	22.91	31.23
26	15.62	20.26	20.93	21.64	21.75	21.85	22.32	23.00	31.42
27	15.69	20.38	21.05	21.77	21.87	21.98	22.42	23.11	31.62
28	15.78	20.50	21.17	21.89	22.00	22.10	22.52	23.21	31.82
29	15.86	20.62	21.29	22.02	22.12	22.23	22.63	23.31	32.00
30	15.94	20.75	21.42	22.14	22.25	22.35	22.72	23.41	32.20

2014-15 OAPSE SALARY SCHEDULE - 1st Semester

	CL I	CL II	CL III	CL IV	CL V	CL VI	CL VII	CL VIII	CL IX
10.54									
0	10.84	12.99	13.58	14.29	15.19	15.84	16.59	17.24	20.76
1	11.24	13.58	14.16	14.90	15.63	16.23	17.07	17.68	21.58
2	11.62	14.14	14.76	15.49	16.12	16.63	17.54	18.16	22.42
3	12.02	14.68	15.35	16.06	16.70	16.99	17.96	18.60	23.26
4	12.41	15.34	15.94	16.64	17.00	17.39	18.37	19.07	24.08
5	12.77	15.89	16.54	17.13	17.51	17.82	18.89	19.54	24.92
6	13.14	16.51	17.15	17.84	17.93	18.20	19.31	20.03	25.78
7	13.54	17.09	17.69	18.43	18.54	18.65	19.80	20.47	26.54
8	13.90	17.65	18.30	19.02	19.13	19.24	20.26	20.90	27.39
9	14.29	18.26	18.90	19.61	19.72	19.83	20.70	21.38	28.23
10	14.38	18.38	19.02	19.74	19.85	19.95	20.81	21.47	28.43
11	14.46	18.51	19.15	19.87	19.97	20.08	20.91	21.58	28.62
12	14.53	18.62	19.27	19.99	20.10	20.21	21.01	21.68	28.82
13	14.62	18.75	19.39	20.12	20.23	20.33	21.11	21.79	29.02
14	14.70	18.88	19.52	20.25	20.35	20.46	21.21	21.88	29.21
15	14.79	18.99	19.65	20.37	20.53	20.58	21.31	21.99	29.41
16	14.87	19.12	19.77	20.50	20.61	20.71	21.42	22.09	29.61
17	14.95	19.25	19.90	20.62	20.72	20.83	21.51	22.20	29.80
18	15.03	19.36	20.03	20.74	20.85	20.95	21.62	22.29	30.00
19	15.11	19.49	20.15	20.87	20.97	21.08	21.71	22.40	30.20
20	15.20	19.61	20.27	21.00	21.10	21.21	21.82	22.50	30.39
21	15.28	19.73	20.39	21.12	21.23	21.33	21.92	22.61	30.59
22	15.36	19.86	20.52	21.25	21.35	21.46	22.02	22.70	30.79
23	15.44	19.98	20.65	21.38	21.48	21.59	22.12	22.81	30.98
24	15.53	20.10	20.77	21.50	21.61	21.71	22.23	22.91	31.18
25	15.61	20.23	20.90	21.62	21.72	21.83	22.32	23.02	31.38
26	15.69	20.35	21.03	21.74	21.85	21.95	22.43	23.11	31.57
27	15.77	20.48	21.15	21.87	21.98	22.08	22.52	23.22	31.77
28	15.85	20.60	21.27	22.00	22.10	22.21	22.63	23.33	31.97
29	15.94	20.72	21.40	22.12	22.23	22.33	22.73	23.42	32.16
30	16.02	20.85	21.52	22.25	22.36	22.46	22.83	23.53	32.36

2014-15 OAPSE SALARY SCHEDULE - 2nd Semester

	CL I	CL II	CL III	CL IV	CL V	CL VI	CL VII	CL VIII	CL IX
10.59									
0	10.89	13.05	13.64	14.36	15.26	15.92	16.67	17.33	20.86
1	11.29	13.64	14.22	14.97	15.70	16.31	17.16	17.76	21.68
2	11.67	14.21	14.83	15.57	16.19	16.71	17.62	18.25	22.52
3	12.07	14.75	15.42	16.14	16.77	17.07	18.05	18.69	23.37
4	12.46	15.41	16.01	16.72	17.08	17.47	18.46	19.16	24.20
5	12.84	15.97	16.62	17.21	17.59	17.91	18.98	19.63	25.03
6	13.21	16.58	17.23	17.93	18.01	18.29	19.40	20.12	25.90
7	13.61	17.17	17.77	18.52	18.63	18.73	19.90	20.57	26.67
8	13.97	17.74	18.38	19.11	19.22	19.33	20.35	21.00	27.52
9	14.36	18.34	18.99	19.71	19.81	19.92	20.80	21.48	28.36
10	14.44	18.47	19.11	19.84	19.94	20.05	20.90	21.57	28.56
11	14.53	18.60	19.24	19.96	20.07	20.17	21.01	21.68	28.75
12	14.60	18.71	19.36	20.09	20.20	20.30	21.11	21.78	28.95
13	14.69	18.84	19.49	20.22	20.32	20.43	21.21	21.89	29.15
14	14.77	18.97	19.61	20.34	20.45	20.56	21.31	21.98	29.34
15	14.86	19.08	19.74	20.47	20.63	20.68	21.41	22.09	29.55
16	14.94	19.21	19.87	20.60	20.70	20.81	21.52	22.20	29.75
17	15.02	19.34	19.99	20.71	20.82	20.93	21.61	22.30	29.94
18	15.10	19.45	20.12	20.84	20.95	21.05	21.72	22.40	30.14
19	15.19	19.58	20.25	20.97	21.07	21.18	21.82	22.50	30.34
20	15.27	19.71	20.36	21.10	21.20	21.31	21.92	22.61	30.53
21	15.36	19.82	20.49	21.22	21.33	21.43	22.03	22.72	30.73
22	15.43	19.95	20.62	21.35	21.46	21.56	22.12	22.81	30.93
23	15.51	20.08	20.75	21.48	21.58	21.69	22.23	22.92	31.12
24	15.60	20.20	20.87	21.60	21.71	21.82	22.33	23.02	31.33
25	15.68	20.32	21.00	21.72	21.83	21.93	22.43	23.13	31.53
26	15.77	20.45	21.13	21.85	21.95	22.06	22.54	23.22	31.72
27	15.84	20.58	21.25	21.97	22.08	22.19	22.63	23.33	31.92
28	15.93	20.69	21.37	22.10	22.21	22.31	22.74	23.44	32.12
29	16.01	20.82	21.50	22.23	22.33	22.44	22.84	23.53	32.31
30	16.10	20.95	21.62	22.36	22.46	22.57	22.94	23.64	32.51

APPENDIX B

EMPLOYEE CLASSIFICATIONS FOR COMPENSATION

CLASSIFICATION I	Nutrition Service Workers
CLASSIFICATION II	Secretary II Paraprofessionals (Non-degreed) Monitors ABLE Night School Assistant Attendance Caller/Health Aide Library Assistant
CLASSIFICATION III	Secretary I Library Staff (Non-degreed) Paraprofessional (Degreed) Van Driver (without CDL bus endorsement)
CLASSIFICATION IV	Administrative Secretary Van Driver (with CDL bus endorsement) Nutrition Service Manager Library Staff (Degreed)
CLASSIFICATION V	Assistant Custodians
CLASSIFICATION VI	Bus Driver Food Truck Driver
CLASSIFICATION VII	Elementary Head Custodian Day/Night MS/HS Night Head Custodian Floating/District Custodian
CLASSIFICATION VIII	Operations Coordinator HS/MS Head Custodian EMIS Coordinator Technology Support Technician
CLASSIFICATION IX	Maintenance Technician

Request for Bereavement Leave

Please fill in both forms and submit to your building principal or immediate supervisor when attending the funeral of a relative in your immediate family (*father, mother, sister, brother, spouse, children, father-in-law, mother-in-law, grandparent, grandchild, or any other relative living in the same household*).

Date: _____

I hereby request _____
as Bereavement Leave to attend the funeral of: _____ Date/dates _____

Name of relative	Relationship
------------------	--------------

Signed: _____
Employee

Building Principal/Supervisor's signature

Superintendent's signature

WHITE – TREASURER

YELLOW – FILE

PINK - EMPLOYEE

**CLASSIFIED PERSONNEL
CLASS COVERAGE FORM**

CLASS COVERAGE COMPENSATION

When a member of the bargaining unit is assigned to supervise students, the member does so with the knowledge that periodically they will be asked to supervise additional students due to an unanticipated non-routine teacher absence. In such event, members will be compensated additional money as follows:

When the teacher is absent the paraprofessional will be compensated above regular salary beginning after the first seven (7) minutes.

0 - 60 minutes - \$10.00

Bargaining unit members who are requested to substitute for teachers shall be compensated in the above manner or if they cover the class for the entire day shall receive 1½ times their daily rate of pay.

TEACHER ABSENT: _____ DATE _____

REASON FOR TEACHER ABSENCE: _____

CLASSIFIED STAFF MEMBER PROVIDING COVERAGE: _____

TEACHER	TIME START	TIME END	TOTAL COVERAGE (HOURS : MINUTES)
<i>Sample Mrs. Smith</i>	11:00 AM	11:40 AM	00:40

Classified Staff Member

Date

Building Administrator Approval

Date



CLASSIFIED PERSONNEL TRANSLATION FORM

EMPLOYEE NAME: _____

DATE	TYPE OF DOCUMENT/MEETING	TIME IN	TIME OUT	SUPERVISOR'S SIGNATURE

Bargaining unit members who are requested to translate shall be compensated an additional \$10.00 per hour; in addition to their applicable wage.

PAINESVILLE CITY LOCAL SCHOOLS
Compensatory Time Sheet

NAME _____

POSITION _____

BUILDING _____

Building Administrator's Signature

DATE	(Start/End) TIME WORKED	TOTAL
Reason for Comp Time:		
Reason for Comp Time:		
Reason for Comp Time:		
Reason for Comp Time:		
Reason for Comp Time:		
Reason for Comp Time:		

TOTAL HRS. _____

Authorized by: _____

Date: _____

PO # _____

PROFESSIONAL VISIT REQUEST FORM

Press firmly with ballpoint pen.

Name: _____ School: _____

I wish to attend the following:

Meeting: _____ Dates: _____

Location: _____ City: _____ State: _____

EXPENSES

Substitute Needed: <input type="checkbox"/> AM <input type="checkbox"/> PM <input type="checkbox"/> Full Day <input type="checkbox"/> None	Registration Cost _____ Mileage Cost or Transportation _____ Accommodations _____ Meals _____ Total Estimated Cost _____
--	--

1. Please attach original registration form(s) with this request.
2. Upon approval, secure Ohio State Sales Tax Exemption forms from the Treasurer's Office, as the Board is not permitted to pay Ohio sales tax.
3. Forward request with attachments to the attention of the Superintendent
4. Airfaire or mileage will be allowed – whichever is less.
5. Every attempt should be made to obtain and file receipts for all expenditures.
6. Expense Report Form is provided on back of employee copy.

Principals' Signature Date

Superintendent's Approval Date

To be completed by authorizing administrator:

Code	TI	Fund	Function	Object	Special Cost Ctr.	Subject	Oper. Unit	Inst. Level	Job Assign.

WHITE – Treasurer

YELLOW – Personnel File

PINK - Employee

PAINESVILLE CITY LOCAL SCHOOLS

PAID PERSONAL LEAVE FORM

Please submit completed form to your building principal or immediate supervisor not less than 48 hours in advance of the requested leave, except in the case of an emergency. A copy of this form will be returned to you indicating approval or disapproval.

Employee's Name

Date: _____

School

Date(s) of requested personal leave:

Full contracted day _____ ½ contracted day _____

Substitute needed from _____ Substitute NOT needed _____

Please check below the reason for such personal leave:

1. ___ Religious holiday
2. ___ Personal business matters that cannot be taken care of outside school hours.
3. ___ Attendance at set graduation ceremonies in the immediate family.
4. ___ A son, daughter, spouse or other person residing in the employee's household leaving for military service or college as a freshman.
5. ___ Weddings of the employee or in his or her immediate family.
6. ___ Attending funerals not covered in the Bereavement Leave Policy.
7. ___ Attendance at ceremonies where an employee or his/her immediate family is receiving an award of major significance.
8. ___ Appointments required by academic programs or educational requirements.
9. ___ Emergencies affecting an employee or a member of his/her immediate family.
10. ___ Moving from one residence to another

Employee's Signature

Principal's Signature/Date

Superintendent's Signature/Date

WHITE – Treasurer

YELLOW – File

PINK – Employee

PAINSEVILLE CITY LOCAL SCHOOLS
STAFF INJURY REPORT

THIS FORM MUST BE COMPLETED WITHIN 24 HOURS OF INJURY
If claimant is unable to do so, then Supervisor or Administrator must complete the form.

Name _____

Date of Injury _____ Date report & to whom _____

Where did injury occur? _____

Describe injury in detail _____

What was injured? (Be Specific) _____

What caused the injury? _____

Was first aid required? _____ Was hospital/doctor treatment required? _____

Will injury cause loss of time? _____ For how long? _____

When is employee expected to return to work? _____

Name of person(s) giving initial treatment _____

Names(s) of any witnesses _____

What has been done to prevent a recurrence? _____

CLAIMANT'S VERIFICATION:

I, the undersigned, do hereby verify that the above information is a **true account** of my work-related injury, which occurred on _____(date).

Signature

Date

SUPERVISOR'S CERTIFICATION (OR ADMINISTRATOR)

Signature

Date

Superintendent's Signature/Date

Treasurer's Signature/Date

GRIEVANCE FORM		OAPSE LOCAL 393	
		Grievance #	
Name of Employee (Grievant)		Department	Classification
Home Address		City, State & Zip	Home phone number
Work Location		Immediate Supervisor	
STATEMENT OF GRIEVANCE		CONTRACT VIOLATION	
		Article	Section
State the ISSUE involved and DATE the incident took place			
Adjustment required			
Employee (Grievant) Signature		Date	Informal Discussion
			Date
STEP ONE	Management Representative's Signature	Date Received	Date Answered
Disposition of Grievance			
STEP TWO	Mediation	Date Request Received	Date of Mediation
Disposition of Grievance			
STEP THREE	Arbitration	Date Request Received	Date of Arbitration
Disposition of Grievance			

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