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# **COLLECTIVE BARGAINING AGREEMENT**

between the

**DANBURY LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**DANBURY ASSOCIATION OF NON-TEACHING EMPLOYEES  
(OEA/NEA)**

**Effective July 1, 2013 – June 30, 2016**



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## ARTICLE I – NEGOTIATIONS AGREEMENT

### A. RECOGNITION

The Danbury Local School District Board of Education, hereinafter “Employer” or “Board of Education” hereby recognizes Danbury Association of Non-Teaching Employees/Ohio Education Association, an affiliate of the National Education Association, hereinafter the “Association” as the sole and exclusive bargaining representative, for the purpose of and as defined in the Ohio Collective Bargaining Law, as amended, Chapter 4117, Revised Code, for employees whether full- or part-time, probationary or non-probationary, on leave or temporarily absent, on a per diem, hourly or class rate basis, employed by the Employer performing any work currently being performed by bargaining unit members or any similar work including by way of illustration only, but not limited to aides, bus drivers, cafeteria workers, custodians, secretaries, but excluding Superintendent, Principals, Treasurer, Community Education Director, Secretary to Superintendent, Teachers Administrative Assistant, and seasonal and casual employees.

Unless otherwise indicated, use of the term “Employee”/“Bargaining Unit Member” when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classification of bargaining unit members covered herein there shall be the following categories:

1. Full-time: A bargaining unit member who is employed at least thirty-five (35) hours per week.
2. Part-time: A bargaining unit member who is employed less than thirty-five (35) hours per week.
3. Substitute: A substitute employed for more than sixty (60) consecutive workdays for the same person in the same classification will be compensated at the entry-level salary for the position and will be eligible for fringe benefits and will be thereafter considered to be employed and part of the bargaining unit for the duration of the contract year (July 1st through June 30th). Substitute employees must work the day before and the day after a holiday and/or calamity day in order to receive payment for the holiday or calamity day.
4. School year bargaining unit member/employees: Bargaining unit members employed to work at least on hundred eighty (180) days and whose employment follows the school calendar.
5. Full-year bargaining unit members/employees: Bargaining members who are employed to work on a twelve (12) month basis.
6. Beginning July 1, 2010 the positions of Head Custodian, Food Service supervisor, and Maintenance Supervisor shall no longer be considered bargaining unit work after the departure of the employee currently holding the position.

B. MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, except as altered by the provisions of this contract.

The exercises of these powers, rights, authority, duty and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio Statutes which require negotiations over any change in wages, hours, terms and conditions of employment.

C. COLLECTIVE BARGAINING AGREEMENT

1. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party. The party must serve the notice not less than sixty (60) days prior to the expiration date of the existing agreement.
2. Within ten (10) working days of transmittal of said submission letter, the parties shall hold their first negotiation session. At any negotiation session, either party may be represented by no more than four (4) representatives.
3. If after sixty (60) calendar days from the first negotiation session agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for Mediation involvement, the other party shall join in a joint request.
4. The Board of Education agrees that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 ORC. The Board of Education further agrees that the members of the bargaining unit have the right to strike under Chapter 4117.14 of the Revised Code provided that the employee organization representing the employees has given a ten (10) day prior written notice of an intent to strike to the public employer and to the Board.

D. GROUND RULES FOR NEGOTIATIONS

1. Negotiations meetings shall be preceded by a letter of request from the party wishing to initiate negotiations.
2. Negotiations shall commence within ten (10) days of receipt of said letter unless an extension of time is mutually agreed upon by the Board of Education and the Association.

3. All issues for negotiations by the Association and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the designated meeting, unless agreed upon by both parties.
4. The following shall be determined at the commencement of each meeting prior to proceeding to negotiating items:
  - a. The time, date and place of the next meeting;
  - b. The agenda for the meeting in session.
5. The length of the meetings, including caucus periods, may not exceed two (2) hours unless an extension is mutually agreed upon.
6. Each caucus period shall be limited to thirty (30) minutes unless an extension of time is mutually agreed upon.
7. Each party hereto shall negotiate in good faith, which includes but is not limited to, the obligation of each party to give its specific reasons if a proposal is unacceptable to one of the parties.
8. Any lawful conduct and any conduct not in violation of the contract shall not be the cause for reprisal.
9. The parties may mutually agree to use the interest based bargaining process.

## ARTICLE II – GRIEVANCE PROCEDURE

### A. INTRODUCTION

The principle of this grievance procedure is to insure the orderly, professional operation of the Danbury Local Public School System. If a problem involving or disrupting any phase of this system within the scope of the definition of a grievance should arise, this document specifically and systematically allows all persons concerned to reach a logical and satisfactory solution.

### B. DEFINITIONS

1. A “grievance” shall mean a complaint by a bargaining unit member or an Association:
  - a. that there has been a violation, misapplication or misinterpretation of one or more of the provisions of a contract.

2. An “aggrieved person” or “grievant” is a person(s) making the complaint.
3. A “party in interest” is the person(s) making the complaint and any person against whom action might be taken to resolve the complaint.
4. Danbury employees have the right to present grievances and have them adjusted without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement in effect and, as long as the bargaining representative has the opportunity to be present at all levels where an adjustment may be made.
5. The term “days” when used in this document shall mean working days unless otherwise indicated. Thus, weekends and vacation days are excluded.

### C. INITIATION AND PROCESSING

#### 1. Level One

- a. A grievant with a grievance will first discuss it with his/her immediate administrative supervisor, or person with whom the grievance is held, with the objective of resolving the matter informally. This discussion must occur within sixty (60) days of the act or condition giving rise to the grievance.
- b. If the aggrieved person is not satisfied with the disposition of his/her grievance, his/her representative may file a written grievance with his/her supervisor within fifteen (15) days following the discussion step of Level One. The written grievance shall be filed utilizing the Grievance Form which is attached hereto as Appendix A. Within five (5) days of receipt of the written grievance, the supervisor will arrange a hearing with the representative for discussion. The supervisor shall communicate his/her decision in writing within five (5) days of the meeting to the representative of the grievant.

#### 2. Level Two

- a. Within five (5) days of receipt by the representative of the decision rendered by the supervisor, such decision may be appealed to the Superintendent. The appeal shall include:
  - (1) a copy of the grievance,
  - (2) a copy of the decision,
  - (3) the grounds for appeal,
  - (4) the names of all parties in interest.

Copies of the written appeal are to be sent by the representative to the Superintendent and to DANE.

- b. The appeal shall be heard by the Superintendent within ten (10) days of its receipt by him/her. Five (5) days prior to the hearing, written notice of the time and place shall be given to the grievant, the representative, and the supervisor who has previously been involved in the grievance.
- c. Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the grievant and all other parties officially present at the hearing his/her written decision, including supporting reasons. A copy of the decision shall be sent to the representative.

3. Level Three

- a. Within ten (10) days of receipt by the grievant of the decision rendered by the Superintendent, such decision may be appealed to the Board of Education. The appeal shall include:
  - (1) a copy of the grievance,
  - (2) a copy of the decision of the supervisor,
  - (3) a copy of the decision of the Superintendent,
  - (4) the grounds for appeal,
  - (5) and the names of all persons officially present at the hearings.

Each person officially present at the hearings shall receive a copy of the appeal, each Board member, and the Board Treasurer.

- b. The appeal shall be heard by the Board at the next regularly scheduled meeting in executive session or at a special meeting held not more than twenty (20) days from the date of appeal. Five (5) days prior to the hearing, written notice of the time and place shall be given to the grievant, the representative and the Superintendent, and the supervisor who has previously been involved in the grievance.
- c. Within ten (10) days of hearing the appeal, the Board of Education shall communicate to the grievant and all other parties officially present at the hearing its decision, including supporting reasons. A copy of the decision shall be sent to the grievant, the representative, and the Superintendent.

- d. If the aggrieved, with the concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Level Three, he/she may within thirty (30) days submit the grievance to arbitration by the American Arbitration Association (AAA) whose rules and regulations shall likewise govern the proceedings. The arbitrator shall be selected using the alternate strike procedure from a list of seven (7) names provided by AAA. Either party shall have the right to request a second list of arbitrators from AAA. The arbitrator may not add to, alter, or delete from the terms of the negotiated items. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be final and binding to all parties. The cost for the services of the arbitrator will be borne equally by the Board and DANE.

#### D. GENERAL PROCEDURES

1. Time limits stipulated herein are considered maximums to ensure rapid resolution of problems. Time limits may be extended only by mutual agreement of all parties concerned. Failure of the Administration to adhere to the time limits shall affirm the grievance without prejudice. Failure of the grievant to adhere to the time limits will result in the Association's withdrawal of the grievance without prejudice.
2. After Level A-1 of a grievance, one (1) member of the Association and/or UniServ Consultant may attend any meetings, hearings, appeals, or other proceedings required to process the grievance.
3. Upon selection and certification by the Association, the Board shall recognize one (1) grievance representative and/or UniServ Consultant in each case.
4. Where Administrative personnel are named in the grievance procedure to receive grievances, the grievance shall be submitted to the next highest authority.
5. The Board, the Administration, and the Association will cooperate in the investigation of any grievance. The Board, the Administration, and the Association may be requested to furnish information for the processing of any grievance.
6. It may be the practice of all parties in interest to process grievances after the regular work day has ended or at other times which do not interfere with assigned duties. However, upon mutual agreement among the grievant, the Association, and the Board that proceedings should be held during regular working hours, the grievant and the appropriate Association representative may be released from assigned duties without loss of pay. The Association shall have the right to designate one (1) bargaining unit member as grievance chairperson.

7. The time limits provided in the agreement shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board should use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

### ARTICLE III – EMPLOYMENT PRACTICES

#### A. WORKING CONDITIONS

1. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
2. The employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area.
3. No bargaining unit member shall be required to dispense or administer medication.
4. All work rules established by the employer shall be in writing and communicated to all employees and the Association. Work rules shall not conflict directly or indirectly with any provisions of the Agreement.
5. The normal work year for school year bargaining unit members shall be one hundred eighty (180) days (not including paid holidays). The normal work year for all other (full year) bargaining unit members shall be twelve (12) months, July 1, through June 30.
6. Overtime shall be divided among bargaining unit members within each department as follows:

Overtime shall first be offered to the bargaining unit member who is qualified to do the activity having the greatest classification seniority. If all bargaining unit members with the affected classification refuse the overtime following a second offer, the least senior bargaining unit member, who is qualified to perform the work, may then be required by the employer to perform the over time work.

The following conditions shall apply to all overtime work:

- a. Time and one-half will be paid for all hours worked over eight (8) hours in one (1) day or forty (40) hours in one (1) week. Time and one-half will be paid for all hours worked on Saturdays with the exception of extra bus trips where time and one-half will only be paid if the employee worked over forty (40) hours in one (1) week or more than eight (8) hours on that day.

- b. Double-time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the bargaining unit member is entitled to holiday pay for the day.

7. Classification Pay

A bargaining unit member assigned to perform work of an absent bargaining unit member in a different job classification will be paid the on the first experience step of the salary schedule for that position which reflects an increase in the bargaining unit member's regular rate of pay. However, a bargaining unit member's pay rate shall not be reduced as a result of such assignment.

- 8. Nothing in this Agreement shall require the employer to keep offices/buildings open in the event of inclement weather, or when otherwise prevented by an act of God, or an event that cause the closing of schools. When the schools are closed to students, due to the above conditions, bargaining unit members shall not be required to report to their job assignments and shall suffer no loss of salary. Bargaining unit members requested to report for work due to emergencies, such as snow removal, heating system repair, etc., during such inclement weather shall be compensated at one and one-half (1 ½) times their regular rate of pay for the time actually worked.
- 9. Actual time worked will be determined by using time sheets to be completed by each employee. The time sheet form is attached hereto as Appendix B.

10. <u>Classification</u>	<u>Minimum Work Year</u>	<u>Min Hrs/Day</u>
Maintenance Director	260 days inc. holidays	8 hours
Head Custodian	260 days inc. holidays	8 hours
Custodian	260 days inc. holidays	8 hours
Part-time Custodian	260 days inc. holidays	8 hours
Educational Paraprofessional	180 days + holidays	2-8 hours/day as needed per year
Secretary to Principal	195 days + holidays	8 hours
Bus Driver	180 days + holidays	3.75-8 hours/day as needed per year
Van Driver		Hours as needed per school year
Food Service Director	189 days + holidays	8 hours
Food Service Worker	180 days + holidays	7 hours
Part-time Food Service	180 days + holidays	4 hours

- 11. Custodian and Maintenance employees scheduled for second shift on those days when students are not scheduled in the buildings during the regular student day shall work the first shift. Custodian and Maintenance employees scheduled for third shift on those days when students are not scheduled in the buildings during the regular student day shall work the second shift. This provision shall not apply to those days when parent/teacher conferences are scheduled during the student day.

12. Members of the bargaining unit shall be required to take fourteen (14) hours of mandatory staff training per school year during their regularly scheduled days.
13. All new employees will be subject to a sixty (60) working day probationary period. The employee will be formally evaluated at least once during this time.

B. SENIORITY

1. Seniority shall be defined as the length of continuous service in the same job classification with the Danbury Local Schools. Accumulation of seniority shall begin from the employee's first day of continuous employment. In the applicable situations a paid holiday shall be counted as the first working day. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by the date of the hiring action by the Board of Education. If the date remains the same, the judgment of the Superintendent regarding past job performance shall be the determination.
2. Part-time employees shall accrue seniority on a pro rata basis. Probationary employees shall have no seniority until the completion of the sixty (60) working day probationary period in one of the following classifications based on their current assignments:
  - a. Maintenance Director
  - b. Head Custodian
  - c. Custodian
  - d. Educational Paraprofessional
  - e. Secretary to the Principal
  - f. Bus Driver
  - g. Food Service Director
  - h. Food Service Worker
  - i. Part-Time Food Service Worker
  - j. Van Driver
3. The Board of Education shall have prepared the seniority list and made it available to any employee upon request. A copy of the seniority list shall be furnished to the Association and updated on an annual basis.
4. Seniority shall cease for an employee that has been terminated, resigned or retired.

C. WORK PRESERVATION

1. There shall be no subcontracting, subletting or assignment outside the bargaining unit of work performed, or which is capable of being performed and normally performed by bargaining unit employees.
2. When the number of students requiring transportation to a school-sponsored event exceeds seven (7) students, they will be transported by a bus.

D. EVALUATIONS

1. The purpose of evaluation of non-certificated employees is two-fold:
  - a. To provide a systematic process whereby such staff member may improve the effectiveness of his/her areas of competency and service.
  - b. To provide a systematic cooperative process to review the strengths and weaknesses of individual staff members, and to use the information to develop a program of supervision and staff development designed to lead to continued professional growth.
2. Procedures
  - a. Non-certificated employees in each year of service with the Danbury Local Schools will be briefed by the principal or Superintendent on appraisal goals and procedures. At this time they will be informed which administrator will be performing their evaluation.
  - b. All non-certificated employees on limited contracts shall be evaluated a minimum of once a year. Non-certificated employees on continuing contract status will receive an evaluation no less than once every three (3) years.
  - c. All evaluations shall be in writing, with a copy given to the employee, and a post-evaluation conference shall be held within two weeks following the formal evaluation unless an alternate date is mutually agreed upon by the employee and the administrator. Evaluations shall be based upon the employee's job description.
  - d. Where problems are identified, in the evaluation, more than one evaluation per year is justified. The evaluator shall provide the employee with written recommendations for improvement. Subsequent evaluations shall be spread over a reasonable period of time to enable an employee the opportunity to make the recommended improvements.
  - e. The employees may respond to the evaluation in writing. At the employees' request, this response shall be attached to the evaluation and be placed in the employees' personnel file.

- f. A minimum of three (3) evaluations must be conducted during a given year if the employee's limited contract is to be non-renewed.

E. REDUCTION IN PERSONNEL

1. When by reason of decreased enrollment of pupils, financial reasons, return to duty of regular employees after leaves of absence, or by reason of suspension of school or territorial changes affecting the district it becomes necessary to reduce the work force, the reduction will be made in accordance with the following provisions:
2. Prior to preceding with an anticipated work force reduction, the Association President shall be notified by the Superintendent of the Board's intent to consider a staff reduction. A meeting shall be held between all interested staff and representatives of the Board to review appropriate data indicating a need for a reduction in work force. The parties shall discuss why the reduction is deemed necessary, what fields are to be affected, the extent of the anticipated reduction, and the possible effects of said reduction. Also, at this meeting, the Association will be provided with a seniority list of all employees by classification.
3. Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so; i.e., the number of persons affected by a reduction in personnel will be kept to a minimum by not employing replacements for employees who retire or resign or by not replacing individuals who are nonrenewed due to unsatisfactory performance.
4. Procedure for Reduction In Force:
  - a. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended shall be chosen as follows:

Bargaining unit members will be placed on a seniority list by job classification. Employees serving under continuing contracts will be placed at the top of the list in descending order of seniority. Employees serving under limited contracts will be placed on the list under continuing contract employees, also in descending order of seniority.
  - b. Seniority will be defined as the length of continuous service in a particular classification in the Danbury Local School District.
    - (1) Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count towards seniority.

- (2) If two (2) or more employees have the same length of continuous service, seniority will be determined by:
    - a) The date of the Board meeting at which time the employee was hired and by;
    - b) The date the employee signed the initial contract in the district, and then by;
    - c) Any remaining ties will be broken by the Superintendent's review of recent evaluation and judgment regarding the best interests of the district.
  - (3) Recommended reductions in a job classification will be made by selecting the lowest person on the seniority list in that classification. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, within their classification, which is held by a less senior employee.
5. The personnel records and all future references of those employees laid off pursuant to this policy shall clearly indicate that such was due to a reduction-in-personnel, and was not due to unsatisfactory performance.
6. Employees whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service in the district, if and when, positions become vacant or are created for which any of such employees are or become qualified.
7. After restoration of employees with continuing contracts, those on limited contracts shall be also be restored in the manner described above.
8. Restoration rights for employees whose limited contracts were suspended shall commence upon the effective date of the suspension and shall continue through the next one (1) full school year. Employees with continuing contracts, shall have five (5) full years of restoration rights.
9. No employee new to the district will be employed until all personnel who are qualified on the recall list have been offered a contract for a vacant position.
10. During the restoration period, an employee shall be eligible to have his/her insurance coverage continued, provided the employee pays the premium.

11. The Board shall give written notification of recall by sending a registered or certified letter to said employee at his/her last known address. It shall be the responsibility of the employee to notify the Board of any change of address. If an employee fails to accept the position within the next ten (10) calendar days from the date of receiving the registered or certified letter, said employee shall be considered as a voluntary resignation and thereby terminate his/her employment contract with the Board. The Board may, if necessary, extend the ten (10) day reporting to work requirement.
12. Laid-off bargaining unit members shall have first priority for substitute work. This shall in no way, however, affect eligibility for unemployment compensation.

F. VACANCIES, TRANSFERS, AND PROMOTIONS

1. A vacancy shall be defined as a newly created position or an existing position that is presently not filled.
2. All vacancies shall be posted in a conspicuous place in the building and work site (i.e. cafeteria, office mailbox area, lounges), in the district for a period of five (5) workdays. Said posting shall contain the following information:
  - a. Job title (classification)
  - b. Location of work
  - c. Rate of pay
  - d. Hours to be worked
  - e. Minimum requirements
  - f. Projected starting date
3. Interested employees may apply, in writing, to the Superintendent, or designee, anytime within the five (5) day posting period. The Board shall notify employees of vacancies occurring during the summer months (June, July, and August), if they are not twelve (12) month employees, by including vacancy notice by e-mail. If an employee who is not a twelve (12) month employee would prefer notification by U.S. Mail over the summer months, they must notify the Board by May 15 of the preference and provide his/her summer address. During the summer months vacancies shall be posted for ten (10) days.
4. Vacancies shall be filled with the most qualified applicant. When qualifications of applicants are equal, the vacancy will be awarded to the most senior applicant. All bargaining unit applicants meeting the qualifications will be interviewed. Upon written request from the applicant, the Superintendent will provide the reason(s) why the applicant was not selected for the position.
5. Each employee that applied for a position shall be notified by the Superintendent in a timely manner of who will be recommended to the Board.

6. In the event of a promotion or transfer from one classification to another, the employee shall be granted a thirty (30) working day trial period in which to demonstrate his/her ability to perform the new job. The employer shall give the promoted or transferred employee reasonable assistance in meeting the demands of the new job. In the event a promoted or transferred employee is unable to perform the new job, in the opinion of the Superintendent, said employee shall be returned to the previously held assignment with no loss of seniority or penalty.
7. Involuntary transfers may be made of employees, but should be done only for good and compelling reasons and shall be in inverse order of seniority. Such transfers should not occur into positions with a lower salary or wage schedule unless the employee is no longer able to function in the former position.
8. Any employee who temporarily assumes the duties of another employee will be paid the regular rate for those duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties.

G. COMPLAINTS AGAINST STAFF MEMBERS

1. Any person or group having a legitimate interest in the schools of this District shall have the right to present a request, suggestion, complaint, or grievance concerning district personnel, the program, or the operation of the district. At the same, the Board has a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint and grievance in a fair and impartial manner and to seek a remedy where appropriate.
2. It is the desire of the Board to rectify any misunderstandings between the public and the school district by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, shall more formal procedures be employed.
3. Matters Regarding a Non-Teaching Staff Member:

First Level – If it is a matter specifically directed toward a nonteaching staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District rules and regulations.

Second Level – If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the building Principal, or appropriate supervisor.

Third Level – If a satisfactory solution is not achieved by discussion at Second Level, a request for a conference shall be made with the Superintendent.

Fourth Level – Should the matter still not be resolved, or it is one beyond the Superintendent’s authority and requires a Board decision or action, the complainant shall request, in writing, a hearing by the Board. The Board, after reviewing all material relating to the case, shall grant a hearing before the Board or a committee of the Board. The complainant shall be advised, in writing, of the Board’s decision no more than ten (10) days following the hearing.

4. In Steps Two, Three, and Four above, the staff member may request, and be accompanied by, a representative of his/her choosing. Conferences regarding such complaints will be in private sessions.

#### H. SCHOOL CALENDAR

The Board agrees to include two (2) people from the bargaining unit, appointed by the President of the Association, as members of the school calendar committee in an advisory capacity.

#### I. PROFESSIONAL RELATIONS COMMITTEE

The Professional Relations Committee conference shall be a monthly meeting which will be held between the Association President and the Superintendent. The Association may also be represented at the conference by the OEA UniServ agent and may further designate individual Association members who have a vested interest in the topic. The Administration may be represented by any of the Principals, Treasurer, and/or any outside designee who may offer some special expertise. The purpose of such a conference will be to resolve any differences raised by either party, excluding matters previously settled by a grievance or in the process of being grieved. It is understood that failure to reach a resolution of the problem shall not be deemed a violation of the within agreement nor does the within provision obligate the Board to accommodate the Association.

The Association President and the Superintendent shall set up a calendar of monthly meetings in September of each year. Said monthly meetings need not take place unless it is requested by either the Association President or the Superintendent. Such requests will include the topics to be discussed.

#### J. JOB DESCRIPTIONS

- L. For each job within the area of the non-teaching personnel, job descriptions will be prepared and reviewed with the Association. The descriptions shall be distributed to all non-teaching personnel and to all newly hired in the future. The descriptions will include at a minimum:
  - a. Job title
  - b. Minimum qualifications
  - c. Person to whom employee is responsible
  - d. Specific duties required in job

2. Any evaluation of non-teaching personnel shall focus upon, but not necessarily be limited to, the job description. The rate of pay shall be established by the salary schedule included in this Agreement. There shall be no deviation from said compensation rates during the life of this Agreement except as designated in this Master Agreement.
3. Specific job descriptions shall be within reason.

K. MAILBOXES/LOUNGE

1. Mailboxes shall be provided for each bargaining unit employee. Postings, notification of meetings, announcements, etc. shall be placed in employee mailboxes as soon as available.
2. The school Board shall make every attempt to make available a separate lounge area for school support personnel.
3. Union information must be approved by the Union President before being distributed.

L. UNION RIGHTS AND RESPONSIBILITIES

Inasmuch as the Union is recognized as bargaining agent, the DANE/OEA/NEA shall be entitled to certain exclusive rights while the bargaining agent. These rights shall include:

1. To use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building. Union meetings shall be scheduled at a time designed to conflict with a minimum of work schedules. An employee attending Association meetings during the employee's scheduled work hours shall make up this time by adjusting his/her work schedule.
2. To use Board-owned equipment.
3. To have exclusive use of the mailboxes in the elementary, middle school & high school offices to distribute Union bulletins, newsletters, or other circulars. No other labor union/association shall have a right to use school mailboxes, except DEA/OEA/NEA.
4. The building representatives of the Union in each building shall have the use of a bulletin board, designated for Union business. Except that no partisan political material shall be placed on such bulletin board.
5. To use telephones in any building to carry out Union business. Any fees or toll call charges shall be charged to the Union member's home number, personal credit card or made collect. These calls are not to be made at a time that interferes with duties assigned by the Board and Administration.

6. The Union shall receive notice of any regular or special Board meeting at the same time as the news media is notified.

The Union shall receive complimentary copies of an agenda, non-confidential Board agenda appendices, minutes and financial reports upon specific request to the Superintendent by the President of the Union.

The Union shall receive complimentary copies of the following forms: appropriations, budgets, and training and experience grids. Such copies shall be given to the President of the Union as soon as it is feasible after such forms are filed with the agency required by law.

The Union shall receive upon specific request for a special item, any other data or documents which will assist it in developing intelligent, accurate, informed and constructive programs for employees, together with other available information which may be necessary to formulate programs or process grievances.

7. The Union and the Board agree that there will be no reprisals of any kind taken against any member by reason of his/her membership/non-membership in the Union or participation/non-participation in any of its activities.
8. The President of the Union or his designated officials shall have the right to visit schools. The visits to the schools must not interfere with duties assigned by the Board and Administration.
9. Nothing contained herein shall prevent the duly authorized representative of the Union from the Ohio Education Association from seeing the Principal or the Superintendent during their normal working hours.
10. Within thirty (30) days after this agreement is signed, copies of this agreement shall be ordered. The Union shall take the responsibility of having the agreement typed and duplicated. The Board and the Union shall split the cost of duplication. The Board and Union shall have the opportunity to proofread and approve the agreement before and after printing.
11. Dues for membership in DANE/NWOWEA/OEA/NEA shall be deducted from pay as authorized in writing by the employee. Payroll deduction authorizations will be forwarded to the Treasurer's office during the month of September. The dues deductions shall be evenly deducted from all paychecks through the month of May. Dues deductions for employees hired after the beginning of the school year shall commence no later than the second paycheck following the submission of a payroll deduction authorization.
12. The union shall be granted paid Association leave time, not to exceed a unit total of five (5) days per year. Additional days may be granted at the discretion of the superintendent to any bargaining unit member.

13. Fair Share Fee

- a. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Danbury Association of Nonteaching Employees (OEA/NEA) a fair share fee for the Association's representation of such non-members during the term of this contract.
- b. Notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the employer agrees to promptly transmit all amounts deducted to the Association.
- c. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually.
- d. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:
  - (1) sixty (60) days employment in a bargaining unit position or
  - (2) January 15th
- e. The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- f. The Association represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- g. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

M. PERSONNEL FILES

1. One personnel file shall be maintained for each employee in the Board's office, and such file shall be the only official file for the employee. Said file shall be maintained in accordance with Ohio and federal law. Request for access to the file shall be made to the Superintendent or the Treasurer of the Board.
2. Any material to be placed in the employee's personnel file shall be shown to the employee and signed by the employee. A copy shall be provided to the employee. The employee may write a rebuttal to any material which is to be placed in his/her file and such rebuttal shall be permanently attached to the material in question. No misleading, inaccurate, invalid information or anonymous documents shall be included in the file. The disclosure of information shall not violate the employee's right to privacy.
3. Any material subject to inspection may be copied once per year by the employee. Additional copies may be purchased at ten cents (10¢) per page.
4. Said employee shall have the right to attach a rebuttal on any material in his/her file.
5. If a public records request is made to view or receive copies of any employee's personnel file, either in whole or in part, the employee will be notified in writing of the request.

N. SMOKE FREE BUILDING

The Danbury Local Schools shall be smoke-free. No smoking will be permitted in the building at any time, including extra-curricular events.

O. NON-DISCRIMINATION

The Board of Education and Association agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, including sexual harassment, handicap or disability as defined by the Americans with Disabilities Act.

P. EMPLOYEE DISCIPLINARY PROCEDURE

1. No employee shall be disciplined except for just cause.
2. The purpose of this disciplinary procedure is to secure at the lowest possible level, solutions to problems which may arise during the school year affecting employee's performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner.

3. An employee may be disciplined for insubordination, neglect of duty, violation of rules, regulations, policies of the Board of Education; violations of sick leave and/or personal leave or for violation of administrative policies or directives not in conflict with the Negotiated Agreement or Board of Education policies.
  - a. Verbal Warning – Verbal Warnings shall be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated.
  - b. Written Reprimand – (Within one (1) calendar year of Verbal Warning) – within three (3) work days of the event, the administrator shall meet with the employee to discuss the reprimand. At this meeting, the employee may be represented by a representative of the Association of his/her choice. Written Reprimands shall be removed from the employee's file four (4) years from its placement.
  - c. Suspension – (within one (1) calendar year of Written Reprimand) – the Superintendent may suspend an employee without pay for up to three (3) work days.
  - d. Nothing herein shall preclude the Superintendent from suspending an employee with pay.
4. In the case of suspension without pay for three (3) days or less, the Superintendent will explain the reason(s) for the discipline to the employee prior to suspension. When the Superintendent determines suspension of three (3) days or less is warranted, the Superintendent shall provide written notice including the reason(s) and the effective date(s) of the suspension.
5. Discipline will normally be progressive, but will be decided on an individual basis and the severity of the violation.
6. Fringe benefits shall remain in effect during the time of any suspension under this Article.
7. If any grievance is filed because of a suspension without pay, the grievance may be initiated at Level Three, Article II Grievance Procedure.
8. Nothing herein shall be construed as limiting or prohibiting the Board and/or Administration's authority to report suspected criminal activity of abuse as defined by O.R.C. 2151.421 or to terminate the employment contract of an employee pursuant to O.R.C. §3319.081. Termination of an employee's contract shall not be subject to the grievance procedure, and the procedures of O.R.C. §3319.081 shall be followed.

## ARTICLE IV – LEAVES OF ABSENCE

### A. ASSAULT LEAVE

1. The Board will provide up to 25 days assault leave for an employee who is absent due to a physical or psychological disability or a court appearance resulting from an assault which occurs in the course of the employee's employment by the Board. The period of assault leave may be extended up to an additional 35 days by the Superintendent upon certification by a licensed physician that such additional time is necessary for the employee's return to duty. The employee will remain on full-pay status during the period of any such absence under the following provisions:
  - a. The employee who has been assaulted must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave.
  - b. A certificate from a licensed physician stating the nature of the disability and its duration and certifying that it is a direct result of the assault shall be required before assault leave can be approved for payment.
  - c. Assault leave granted under this Article shall not be charged as sick leave earned or earnable.
  - d. The employee will cooperate fully in any legal or disciplinary action taken by the Board or civil authorities. Subject to the procedures of the court as requested, the Superintendent or designee shall accompany and provide assistance to an assaulted employee at related criminal court appearances.
  - e. No employee who applies and receives Ohio Worker's Compensation and/or disability retirement shall be eligible for assault leave days.
2. Employees shall request use of leave on forms provided by the Board and shall certify the information provided is true and accurate.

### B. JURY DUTY

1. The Board will insure all non-teaching employees against loss of pay occasioned by a call to jury duty.
2. Should an employee be called for jury duty, he/she shall report same to the Superintendent. Employees called for jury duty shall be permitted to serve and will not be penalized in any way for doing so. They will receive full pay.
3. While on jury duty, employees are required to report daily their schedule for the following day.

4. The time spent on jury duty will not be charged against personal leave and will count as time on the job.
5. An employee who is directed by the Board to appear in court on behalf of the Board shall receive his/her regular rate of pay for his/her appearance and will not forfeit his/her personal leave.

C. PERSONAL LEAVE

1. The Board shall, pursuant to the provisions of this policy, provide for an employee's absence for personal necessity when not otherwise covered by the terms of a negotiated agreement.
2. The Board reserves the right to specify within the limits of law, the manner of proof of personal necessity, the type of situations in which such leave will be permitted and the total number of days which may be used in any school year for personal leave.
3. Up to three (3) full days of personal leave with pay may be used, if approved by the Superintendent, each contract year by employees. Personal leave is not cumulative, but unused days will be converted to sick days at the end of the contract year. All three (3) personal days are unrestricted except to extend a vacation or holiday.
4. Personal leave days may be used in  $\frac{1}{4}$  day units and/or in the case of bus drivers with mid-day runs,  $\frac{1}{5}$  day units for personal obligations that are necessary and compelling and which involve family matters, court appearances, business transactions, or legal transactions, subject to the following conditions:
  - a. Request shall be in writing.
  - b. Request shall be presented to the Superintendent at least three (3) school days in advance, except in the event of an emergency.
  - c. Number of persons granted personal leave for any one day will be limited to the demands of the District as determined by the Superintendent.
  - d. The filing, by an employee, of a willfully false statement concerning the use of personal leave shall be grounds for discipline as follows:  
  
first offense – two days suspension without pay  
second offense – five days suspension without pay  
third offense – grounds for termination
  - e. Under special and extenuating circumstances, the Superintendent may make exceptions to the above-stated conditions.

D. SICK LEAVE

1. The Board recognizes its statutory duty to pay employees of this District in full for days on which they are absent from work for reasons of personal disability or pregnancy, illness, and injury or death in the employee's immediate family.
2. All employees of the District eligible for sick leave shall receive fifteen (15) such sick leave days annually at the rate of one and one-quarter (1 ¼) days per month. Unused sick leave shall be accumulated on an unlimited basis. For the purpose of severance, accumulation will be based on two hundred thirty-two (232) days maximum. Regular part-time employees shall be entitled to sick leave in proportion to the time actually worked.
3. The Board shall accept by transfer the accumulated sick leave which any new employee has acquired in another position of public service in Ohio provided that the last termination of such services shall have been within the last ten (10) years.
4. New employees shall be credited with five (5) days sick leave in advance which shall be part of the fifteen (15) days that can be accumulated for the year. Under unusual circumstances the Superintendent may allow credit for additional days, but the allowance shall not exceed the number of days that may accrue to bargaining unit member throughout the remainder of the then current contract year. This applies to existing staff as well.
  - a. Use of Sick Leave – Sick leave may be used in ¼ day units, or in the case of bus drivers with mid-day runs, 1/5 day units, for the following purposes:
    - (1) For absence of the employee due to personal illness, injury, pregnancy, or exposure to a contagious disease which could be communicated to other employees or to students.
    - (2) For absence of the employee due to illness or injury of someone in the employee's immediate family. In this section, the employee's immediate family is defined to mean a member of the immediate family of the employee shall include the employee's parents, brother, sister, son or daughter, spouse or parent-in-law, grandparent, grandchild for whom the employee is legal guardian, or other persons for whom the employee is legally responsible.
    - (3) For absence due to death in the immediate family of an employee or close friend. In this section, the immediate family of an employee is defined to mean relatives related by blood or law. For death of a close friend, the employee shall be entitled to one (1) day of sick leave per each occurrence. For the death of a relative, the employee shall be entitled to up to three (3) days of sick leave per each occurrence. Additional days may be granted by the Superintendent.

- b. Verification of Sick Leave – An employee requesting use of sick leave shall furnish a written signed statement to justify the use of sick leave. The filing, by an employee, of any willfully false statement concerning the cause or duration of an absence shall be considered by the Board of Education as grounds for suspension or dismissal. An employee using five (5) consecutive days of sick leave shall furnish a physician's documentation of illness.
- c. Eligibility for Sick Leave – A sick leave of absence shall commence when the employee, or agent if the employee is sufficiently disabled, reports the absence.  
  
Whatever the claims of disability, no day of absence shall be considered to be a sick leave day on which the employee has engaged in or prepared for other gainful employment, has participate in a concerted work stoppage, or has engaged in any activity which would raise doubts regarding the validity of the sick leave request.
- d. Records of Sick Leave – The personnel records of this District shall show the attendance of each employee, and such days as that employee may be absent shall be recorded with the reason for such absence noted. A record shall be made of the unused sick leave days accumulated by each employee.
- e. Retirement – Upon retirement, an employee may be compensated a portion of his/her unused sick leave in accordance with the Severance Pay article of this agreement.
- f. Should the school be closed during the period of any employee's sick leave by an "emergency" day or holiday, as called by the Superintendent, such employee will not be charged a sick leave day.

E. FAMILY AND MEDICAL LEAVE

- 1. The parties agree to abide by the terms and provisions of the federal Family and Medical Leave Act and in accordance with Board Policy GBR-R.

F. PROFESSIONAL LEAVE

- 1. All employees shall be provided opportunities for the development of increased competency beyond that which they may attain through the performance of their assigned duties through attendance at professional meetings.
  - a. Head Custodian/Directors will have two (2) professional days per year. Other unit members as determined by the Superintendent.

2. For purposes of this Article, a professional meeting shall be defined as any meeting that is related to the activities, duties or responsibilities of Board employees as determined by the Superintendent.
3. Bargaining unit members shall be excused from the performance of their duties and shall receive compensation during the days they are excused for attendance at the following professional meetings:
  - a. Conferences involving other personnel from the district, county, state, region or nation.
  - b. Committees drawing personnel from the district, county, state, region or nation.
  - c. The following conditions must be met for an employee attending professional meetings:
    - (1) All requests to attend professional meetings shall be made ten (10) days in advance of the meeting for which approval to attend is sought.
    - (2) Determination of appropriateness and authority to grant permission for attendance at a meeting will rest with the Superintendent, upon recommendation of the Principal.
    - (3) The Superintendent has the authority, when he/she considers the meeting to be of sufficient importance, to request representation from the staff to attend a meeting.
    - (4) The employee shall file with the Superintendent a report on the activities of the conference, with recommendations, if any, for use by employees and the district schools.
    - (5) The employee, upon presentation of receipts to the Treasurer, shall be reimbursed registration fees, mileage at the current IRS rate per mile, meal costs up to thirty dollars (\$30) per day (excluding alcoholic beverages and tips), hotel up to eighty-five dollars (\$85) per day (excluding room service, pay TV, telephone calls, laundry and tips), and parking expenses.
    - (6) The number of persons granted professional leave for any one day will be limited to the demands of the District as determined by the Superintendent.
    - (7) Professional days shall not be used for recreation or vacation.

#### G. SICK LEAVE BANK

1. With the approval of the Superintendent, if a bargaining unit member exhausts his/her sick leave accumulation because of a current or past catastrophic or long-term illness or injury of either the employee or a person for whom the employee is responsible, another bargaining unit member who is at the same or higher salary step may donate up to five (5) days of his/her accumulated sick leave to the donee bargaining unit member requesting the donation of sick days.
2. No bargaining unit member may receive more than an aggregate of thirty (30) donated sick leave days in any one school year, unless granted approval by the Superintendent. If additional days are granted by the Superintendent, this waiver decision shall not set a precedent for future requests for donated days beyond thirty (30) days. Donation of sick days shall be initiated by a bargaining unit member on a form furnished by the Treasurer. Donated sick days shall be added to the accumulated sick leave of the donee bargaining unit member requesting the donation and deducted from the donor bargaining unit member's accumulated sick leave.
3. To qualify for the absence of the donated sick days provision, the bargaining unit member must submit a doctor's statement to the Treasurer certifying the current medical need.
4. Donated sick leave days must be submitted to the Treasurer three (3) work days prior to the need of the bargaining unit member receiving the days. This requirement may be waived at the discretion of the Superintendent. However, any waiver decision by the superintendent shall not set a precedent for future requests for a waiver.
5. All accumulated sick days, personal days, and vacation days must be used by the bargaining unit member before donated sick leave days may be used.
6. Donated sick leave may not be used for severance pay, nor may it be used to pay the bargaining unit member who goes on disability retirement.

#### H. UNCOMPENSATED LEAVE

1. A leave of absence for up to one (1) year shall be granted by the Board of Education to bargaining unit members for the following purposes:
  - a. Personal illness
  - b. Physical or mental disability
  - c. Maternity/paternity/adoption

2. If recommended by the Superintendent, the Board of Education may, but shall not be obligated to, grant an unpaid leave for the following purposes:
  - a. Educational or professional purposes
  - b. Public Service Commitment
  - c. Travel
3. An employee desiring such leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent. When the reason for the leave is personal illness or physical or mental disability, an employee shall also attach a doctor's statement.
4. The Superintendent shall report the request to the Board at the next regular meeting. Without request, the Board may grant a leave of absence because of physical or mental disability.
5. If a leave of absence is granted for personal illness or physical or mental disability, it may be extended for a second year by written request presented to the Superintendent and with the approval of the Board.
6. Uncompensated leave, if granted, shall not be used for employment outside the school system.
7. Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention not later than May 1st.
8. Upon return from a leave of absence, a bargaining unit employee shall resume the contract status held prior to such leave and will be returned to an available position for which he/she is qualified. Bargaining unit members using any Board-approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave. Bargaining unit members on an unpaid leave(s) of absence as stated herein shall not be eligible to receive any of the following benefits:
  - a. the accrual of sick leave
  - b. payment for calamity day(s)
9. Contingent upon the procedures established by the insurance company(ies) providing the specific coverage, an employee shall be eligible to have any and all of his/her insurance coverage continued during an unpaid leave of absence, provided the employee pays the premium(s) for said coverage no later than the first day of each month.
10. The employee will bear sole responsibility for the purpose of SERS credit during the uncompensated leave.

I. MILITARY LEAVE

1. Rights

Employees are entitled to all rights provided under the ORC and the Uniform Services Employment and Reemployment Rights Act.

2. Compensation

- a. An employee who is a member of the Ohio National Guard, Ohio Naval Militia, or Military Reserve shall be granted a paid leave of absence for up to thirty-one (31) days during each contract year. This leave will be granted only in the event that the employee is called into active service.
- b. An employee called into active service for a period in excess of thirty-one (31) days shall be paid the difference between his or her military pay and regular salary that would have been earned for service in the Danbury District. This pay will continue for a period of up to five (5) years.

3. Reinstatement

- a. An employee returning from military leave of three (3) years or less shall be reinstated to the same classification and position held prior to the leave.
- b. An employee returning from military leave greater than three (3) years shall be reinstated to the same classification, but may be assigned to a different position.

c. Seniority/Salary Placement

For purposes of seniority and placement on the salary schedule, up to five (5) years of absence due to military leave shall be counted as though the employee's service had been performed in the Danbury District.

**ARTICLE V – INSURANCES**

A. COMPREHENSIVE MEDICAL INSURANCE

1. Hospital and Medical Insurance

The Board shall make available a Comprehensive Medical Plan in accordance with Option 5, HSA, and any other plans offered by SAN-OTT or its successor. The terms and conditions of any new plans must be mutually negotiated.

2.	JANUARY 2014 – HSA – 95/5	50% OF DEDUCTIBLE	OPTION 5	85/15
	JANUARY 2015 – HSA – 95/5	50% OF DEDUCTIBLE	OPTION 5	85/15
	JANUARY 2016 – HSA – 90/10	50% OF DEDUCTIBLE	OPTION 5	80/20

3. Prescription drug coverage shall have per prescription co-pays in accordance with the prescription plans offered by SAN-OTT or its successor.
4. Any employee who elects to decline Board insurance shall be eligible for the following insurance options:
  - a. An employee eligible for family insurance coverage may decline Board insurance coverage and receive a semi-annual payment which equals \$3700.
  - b. An employee eligible for family insurance coverage may elect to take single insurance coverage and shall receive a semi-annual payment which equals \$2200.
  - c. The above options shall not apply to any district employees who are covered by the medical insurance plan, except as prescribed in paragraph 2 above. When two (2) district employees are married, they are entitled to one (1) family plan or one "in lieu of" payment in accordance with Article V, Section A.8.
  - d. Employees electing to participate in insurance coverage must notify the Treasurer in writing no later than November 1 of any year they wish to decline coverage.
  - e. Any employee who has elected to participate in the insurance options and during the year loses insurance coverage through divorce, death, job loss or layoff shall be provided Board insurance coverage upon notification of the Treasurer.
  - f. Any employee electing to take the insurance option shall receive the first payment thirty days after the first six (6) months of participation (by April 1) and shall receive the second payment after the next six (6) months of participation (by October 1) of any year he/she participates.
  - g. The option shall be annual from September 1 to August 31. Any employee electing to take this option shall not be subject to any pre-condition clause upon re-enrollment in the negotiated insurance program.
5. A full Section 125 Plan shall be provided by the Board at no cost to the employee for administering the plan.

6. Spousal Waiver Requirements for Group Medical Benefits

- a. Spouses of employees where insurance is available to them, will be required to enroll in at least Single coverage through their provider.
- b. Spouses will be exempt from this requirement if:
  1. The spouse's provider is another school district within the SAN-OTT School Consortium.
  2. The spouse's provider does not offer Medical coverage.
  3. Effective August 1, 2007, the exemption shall only apply where the spouse pays at least 50% of the single highest cost total monthly premiums offered by SAN-OTT or its successor.
- c. If none of these exemptions pertain to the spouse, the spouse must enroll for least Single coverage. The spouse can still be maintained on the Board's plan as secondary coverage, but primary coverage will be the spouse's provider.
- d. Any employee employed prior to August 1, 2007, whose spouse is required to enroll in other coverage, shall be reimbursed for up to fifty percent (50%) of the highest cost single medical plan premiums offered by SAN-OTT or its successor.

7. Pro-ration of Benefits for Part-Time Employees

Part-time employees who are eligible for insurance benefits shall receive pro-rata benefits based upon the percentage of full-time employment.

8. Payment in Lieu Of Health Reimbursement Account

- a. The Board will reimburse employees enrolled in a district health plan, \$1650 per year for employees enrolled in the family plan and \$1200 for employees enrolled in a single coverage plan in lieu of Health Reimbursement Account. Payment schedule will be mutually agreed upon by both parties (BOE and DANE).
- b. This provision shall be deleted from the Agreement effective on the last day of the Agreement.

9. Wellness Program

- a. A wellness plan will be in effect on January 1, 2014. Costs associated with wellness will be shared as follows, based upon employee scores from biometric testing:

<u>Employee Biometric Testing Scores</u>	<u>Percentage Impact on Employee Premium</u>
5	-2%
4	0%
3	+1%
2	+2%
1	+3%
0	+4%

- b. Employees who choose not to participate in the wellness plan bear all additional costs above the base rate.

B. DENTAL INSURANCE

1. the Board will assume its percentage of payment of the premium in accordance with the Board's share of the HSA premium.

The coverage shall be as in effect on July 1, 2010.

2. The coverage set forth above will apply to and include the applicable family of employee in accordance with definitions of the insurance plan offered by SAN-OTT or its successor.

C. LIFE INSURANCE

Each regular employee shall be provided with term life insurance coverage in the face amount of Twenty Thousand Dollars (\$20,000). Such protection shall provide double indemnity for accidental death.

D. VISION COVERAGE

The Board agrees to reimburse employees for up to \$300 of documented expenses related to vision care per plan year for themselves or their dependents. Such requests for reimbursement must be submitted in writing to the Treasurer not later than thirty (30) days after the end of the plan year.

## ARTICLE VI – SALARY PROVISIONS

### A. SALARY SCHEDULES

1. The salary schedule shall continue to indicate “plus twenty eight cents (.28¢) per hour for boiler license.”
2. The hourly rate at all positions on the salary schedule shall remain the same as in the current Agreement for 2013-14 and 2014-15 school years. For the 2015-16 school years, salary increase shall be the same as the teacher BA-0 base salary increase for the 2015-16 school year.
3. Employees working a shift starting at 1:00 p.m. or after will be paid a shift differential of eighteen cents (.18¢) more per hour.
4. No regular employee will receive a lower rate of pay than someone employed as a substitute.
5. Cafeteria employees who receive and maintain OFSA certification shall be compensated an additional fifteen cents (.15¢) per hour.
6. Classified staff not receiving a step increase in each year of this Contract will be paid One Hundred Seventy-Five Dollars (\$175.00) each such year. The payment will be made in the second pay in August.

### B. SERS PICK-UP AND TAX SHELTERING

1. The two and one-half percent (2.5%) actual pick-up will be applied to the salary schedule.
2. The Board of Education authorizes the tax sheltering of the remaining percentage of the non-teaching employees contribution to SERS effective July 1, 1990.

### C. PLACEMENT ON SALARY SCHEDULE

1. The Board retains the authority to specify the salary of new positions and to determine the credit to be awarded for placement on an existing salary schedule.
2. When determining placement on the salary schedule of an applicant for employment in this district, the Superintendent shall give credit for past service based on one (1) year credit for each year of experience in whichever of the following areas is appropriate to the position for which an employee is being hired:
  - a. secretarial or bookkeeping experience
  - b. custodial or maintenance experience
  - c. bus driving experience
  - d. food service work experience

e. teacher aide experience

A maximum of ten (10) years experience will be allowed for a starting salary.

3. In order to advance one (1) step on a salary guide, an employee must have served at least one-half (1/2) of the prior contract year with the District.
4. For Bus and Van drivers, hours pertaining to salary and insurance will be set by October 1<sup>st</sup>. Additional run time, after time set by October 1<sup>st</sup>, will be paid as extra time only.

D. MISCELLANEOUS

1. Bus Drivers

a. Extra Trips

- (1) The Superintendent shall develop a procedure for assigning regular drivers to extra trips and such procedure shall be seniority based in accordance to Article III B1.
  - (a) If a regular contracted driver elects to take the extra duty trip, he/she shall not be paid for any portion of his/her regular run which is to be filled by a substitute.
  - (b) If a driver chooses to decline an assigned trip, the assigned driver is responsible for securing an alternate driver in accordance with Article VI D.1.a.(1) and notifying the transportation supervisor of said replacement.
- (2) Drivers will be paid their hourly rate while driving on extra trips. During non driving time, drivers will be paid \$14.48. The time will be measured from fifteen (15) minutes prior to requested departure and end fifteen (15) minutes after return time.
- (3) When a driver has been scheduled for a trip and shows for the trip only to find it has been cancelled and driver was not notified, a payment of one (1) hour shall be made to driver. A rescheduled trip is not a new trip.
- (4) For overnight trips, a mutual agreement may establish another hourly rate or other provisions.

b. Drivers training other drivers shall be paid at their regular hourly rate of pay.

2. Aides as Substitutes

Teacher aides are not substitute teachers because they do not have the requisite training or certificate. Therefore, they should not be used in such circumstances except for emergency situations, and then only for a brief period of time until a certificated person can be found to cover the absent teacher.

E. HOLIDAYS

1. All bargaining unit members shall have the following days off with pay:

Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas  
New Year's Day  
Martin Luther King Day  
Good Friday  
President's Day

2. Memorial Day and Independence Day (if the days fall in-between or on the first and last day of the regular yearly work schedule) shall be paid holidays.
3. Pay for the above listed holidays shall be for the regularly scheduled hours of each bargaining unit member. Should the holiday fall on Saturday or Sunday, either Friday or Monday shall replace the day as determined by the school calendar. Any holidays in question shall be indicated on the school calendar.

F. VACATIONS

1. Employees shall receive paid vacation time in accordance with the schedule listed below. Employees must request through their supervisor specific days for vacation a minimum of thirty (30) days in advance. An exception will be granted when only one (1) or two (2) days at a time are being requested. In addition, under emergency cases, or under unusual circumstances the thirty (30) day stipulation may be waived by the Superintendent. Instances where two (2) or more employees, within the same classification, request common days the most senior employee would be granted the preference. Before the vacation time may be taken prior approval is needed by the Superintendent.
2. An employee who anticipates termination in this school district may take accrued vacation prior to the termination date. Any unused vacation will be paid in full to the estate of a deceased employee or directly to a retiring employee.
3. Unused vacation upon separation of employee, will be paid at the employee's current rate of pay, but not to exceed the unused amount accrued in the year prior, plus the pro-rated portion earned, but unused for the current year.

4. Vacation accrual time shall be on a July through June cycle. The employee must have completed the cycle to be eligible for the vacation. An employee can accrue, and carry-over, up to five (5) days. First-year employees will accrue vacation time at the rate .83 days of vacation for each completed month of work, though partial days will not be granted. During the first year such employees would be entitled to the amount of vacation time that would be equal to .83 times the number of full months worked, disregarding the partial days.
5. In reference to the specific retroactivity request the Board of Education will grant five (5) days of paid vacation time.

12 Month Non-Teaching Employees

<u>Years of Service</u>	<u>Vacation Time</u>
one through four years	10 days
five through nine years	12 days
ten through fourteen years	15 days
fifteen years or more	20 days

G. SEVERANCE PAY

1. In accordance with statute, all employees who present evidence of retirement from active service with the Board of Education shall be granted severance pay for their accrued but unused sick leave days. This policy specifies the manner for so doing.
2. The Board authorizes the payment to a retiring employee of ¼ of his/her unused sick leave days in the year of retirement.
3. For purposes of this policy, “retirement” means retirement under the School Employees Retirement System (S.E.R.S.) and does not include disability retirement.
  - a. In order to qualify for severance pay, an employee shall
    - (1) have made application within sixty (60) days following the effective date of retirement.
    - (2) served ten (10) or more years of active service covered by S.E.R.S. with the State or a political subdivision or a combination thereof.
    - (3) express his/her intention to retire on or before his/her last day of service.
    - (4) Payment will be made to the estate in the event the employee becomes deceased prior to application for retirement.

- b. Severance pay will be made by the Board in the following manner:
  - (1) Payment shall be made no later than sixty (60) days after the application is filed and the employee's retirement is verified to the office of the Superintendent by the retirement system.
  - (2) Payment shall be based upon the employee's daily rate of base pay based on the days of service at the time of retirement exclusive of overtime or any supplementary pay.
- 4. Payment of severance pay shall eliminate all obligations of the employer at the time of retirement from any further payment or restoration of sick leave unused.
- 5. Effective with the 2001-2002 school year, an employee who becomes eligible to retire and retires in the first year of eligibility shall be entitled to a one-time cash payment of ten thousand dollars (\$10,000.00). This payment shall be in addition to any severance paid under this Article. Eligibility shall be determined as thirty (30) years of service. Nothing herein shall be interpreted to preclude the payment of a retirement incentive to an employee who retires with less than thirty (30) years of employment.
  - a. To qualify for this payment, an employee must have at least five (5) years of experience with the Danbury Schools and tender a written letter of resignation to the Superintendent and addressed to the Board at least by March 1<sup>st</sup> of the year of retirement.

#### H. JOB RELATED EXPENSES

- 1. The Board will provide for the payment of the actual and necessary expenses, including traveling expenses, of any non-teaching employee of the district incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board. This shall include taking administrator-approved computer classes or attending administrator-approved workshops.
- 2. The validity of payments for job related expenses shall be determined by the Superintendent. The use of a personal vehicle shall be considered a legitimate job expense if travel for special emergency purposes is a recognized part of the employee's job responsibilities.
- 3. Actual and necessary expenses incidental to attendance at functions outside the District shall be reimbursable to the employee if approval has been obtained in advance from the Superintendent. Attendance at District-approved events outside the district shall be without loss of regular pay unless otherwise stipulated prior to attendance.

4. The Treasurer shall prepare regulations for the reimbursement of travel expenses which shall include:
  - a. Reimbursement shall be made only upon the presentation of original receipts for all expenses submitted for reimbursement. No reimbursement shall be made unless original receipts are presented for all costs except mileage.
  - b. Mileage must be computed as actual miles driven at the rate currently approved by the Board for its employees. Mileage will only be paid to one (1) driver to a given destination on a given date unless specific approval is given in advance by the Superintendent.
  - c. The employee, upon presentation of receipts to the Treasurer, shall be reimbursed registration fees, mileage at the IRS rate per mile, meal costs up to thirty dollars (\$30) per day (excluding alcoholic beverages and tips), hotel up to eighty-five dollars (\$85) per day (excluding room service, pay TV, telephone calls, laundry, and tips), and parking expenses.
5. Final reimbursement must be approved by the Superintendent.
6. The costs of obtaining and/or maintaining certain necessary licenses shall be reimbursed to employees who must possess a specific license as a requirement of his/her job as follows:
  - a. The Board will pay for an employee's first attempt at taking the test required for obtaining a boiler license.
  - b. The Board will pay the actual cost of obtaining or maintaining a commercial driver's license provided a bus driver, or an employee approved by the Superintendent, stays with the school district for at least one (1) full semester. Reimbursement shall be made only upon the presentation of a receipt for expenses.
  - c. The Board will reimburse any employee required by the state to take any tests, courses or additional training in order to continue employment with the Board. The Superintendent's approval must be granted prior to taking such tests, courses or additional training.
  - d. The Board will pay for the cost of drug testing for those drivers identified to take the test.
  - e. The Board will pay for the Hepatitis B Shot Series for those employees who are either identified at risk or those employees who voluntarily request the series. Employees who voluntarily request the Hepatitis B Shot Series will be reimbursed only after they have completed the shot series and provide verification of the completion of series.

f. The Board will not pay for fingerprinting.

I. PAYCHECKS

1. The Board shall provide the employee with a 24 equal pay plan. Employees shall receive their paychecks on the 15<sup>th</sup> and last day of each month. When these days fall on a weekend or holiday, employees shall receive their paychecks on the preceding workday.
2. All paychecks will be direct deposited for new employees hired after August 1, 2010.
3. Employees shall be paid on the last work day of school nearest the regular scheduled pay day when there is no school because of a holiday on that pay day.

**ARTICLE VII – OTHER PROVISIONS**

A. INCLUSION

The Danbury Board of Education and the Danbury Association of Non-Teaching Employees agree that all sections of the existing collective bargaining agreement which are not re-negotiated shall be included in the new collective bargaining agreement. Any item not raised by either party during the first meeting for negotiations will remain in force in the contract.

B. SEVERABILITY

1. In the event there is a conflict between a provision of this agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or a state agency shall prevail as to that provision. All other provisions of this agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.
2. If, during the term of this agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this agreement, pursuant to Article I of the Negotiated Agreement, the parties will meet to negotiate any necessary change in the agreement relative to the affected provision within sixty (60) days by demand of either party.

3. If, during the term of this agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then pursuant to Article I of the Negotiated Agreement, the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party.

C. DURATION

This contract shall be effective July 1, 2013, and will continue in full force and effect through June 30, 2016, both dates inclusive.

DANBURY ASSOCIATION OF  
NON-TEACHING EMPLOYEES

  
\_\_\_\_\_  
President

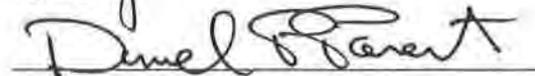
\_\_\_\_\_  
O.E.A. Consultant

\_\_\_\_\_  
\_\_\_\_\_

Date: 10/9/13

DANBURY BOARD OF EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
\_\_\_\_\_

Date: 10/9/13

DANBURY LOCAL SCHOOL DISTRICT  
GRIEVANCE FORM – LEVEL \_\_\_\_

Name \_\_\_\_\_ Assignment \_\_\_\_\_

Date Received by District/Board \_\_\_\_\_

Date the Alleged Grievance Occurred \_\_\_\_\_

Grievance No. \_\_\_\_\_

Specific item alleged violated, misinterpreted, and/or misapplied:

\_\_\_\_\_  
\_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved \_\_\_\_\_ Date Filed at this Level \_\_\_\_\_

Date of Receipt by Administration/Board: \_\_\_\_\_ Hearing Date: \_\_\_\_\_

Disposition Rendered: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Person Rendering Disposition \_\_\_\_\_ Date \_\_\_\_\_

(Attach additional pages as necessary to complete any section)

DANBURY LOCAL SCHOOLS TIME SHEET

- V = Vacation
- P = Personal
- S = Sick
- PR = Professional
- UC = Uncompensated Leave

NAME \_\_\_\_\_

	DATE	IN	OUT	TOTAL HOURS
SUNDAY	_____	_____	_____	_____
MONDAY	_____	_____	_____	_____
TUESDAY	_____	_____	_____	_____
WEDS	_____	_____	_____	_____
THURS	_____	_____	_____	_____
FRIDAY	_____	_____	_____	_____
SAT	_____	_____	_____	_____

Reason for hours worked over regular hours – immediate supervisor must initial each day.

	DATE	IN	OUT	TOTAL HOURS
SUNDAY	_____	_____	_____	_____
MONDAY	_____	_____	_____	_____
TUESDAY	_____	_____	_____	_____
WEDS	_____	_____	_____	_____
THURS	_____	_____	_____	_____
FRIDAY	_____	_____	_____	_____
SAT	_____	_____	_____	_____

Reason for hours worked over regular hours – immediate supervisor must initial each day.

	DATE	IN	OUT	TOTAL HOURS
SUNDAY	_____	_____	_____	_____
MONDAY	_____	_____	_____	_____
TUESDAY	_____	_____	_____	_____
WEDS	_____	_____	_____	_____
THURS	_____	_____	_____	_____
FRIDAY	_____	_____	_____	_____
SAT	_____	_____	_____	_____

Reason for hours worked over regular hours – immediate supervisor must initial each day.

DANBURY LOCAL SCHOOL DISTRICT

DONATION OF SICK LEAVE DAYS

I would like to donate \_\_\_\_\_ days (5 days maximum) sick leave  
to \_\_\_\_\_. I understand these days will be deducted  
from my sick leave balance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

RETURN THIS FORM TO TREASURER'S OFFICE, DANBURY LOCAL SCHOOL DISTRICT, AT LEAST THREE (3) WORK DAYS PRIOR TO THE NEED OF THE ABSENT MEMBER.

**DANBURY LOCAL SCHOOL DISTRICT  
CLASSIFIED SALARY SCHEDULE  
2013-2015**

<b>Years of Service</b>	<b>Maintenance Director</b>	<b>Head Custodian</b>	<b>Custodian</b>	<b>Maintenance</b>	<b>Educational Paraprofessional Attendant</b>	<b>Secretary to Principal</b>	<b>Bus Driver</b>	<b>Food Service Supervisor</b>	<b>Food Service Worker</b>	<b>Part-Time Food Service Worker</b>	<b>Van Driver</b>
<b>0</b>	\$26.06 1.0000	\$19.54 1.0000	\$14.16 1.0000	\$17.06 1.0000	\$15.12 1.0000	\$16.62 1.0000	\$17.86 1.0000	\$19.18 1.0000	\$15.32 1.0000	\$13.24 1.0000	\$17.86 1.0000
<b>1</b>	\$26.84 1.0300	\$20.22 1.0350	\$14.69 1.0375	\$17.57 1.0300	\$15.57 1.0300	\$17.20 1.0350	\$18.52 1.0370	\$19.76 1.0300	\$15.86 1.0350	\$13.80 1.0425	\$18.52 1.0370
<b>2</b>	\$27.65 1.0300	\$20.93 1.0350	\$15.24 1.0375	\$18.10 1.0300	\$16.04 1.0300	\$17.80 1.0350	\$19.21 1.0370	\$20.35 1.0300	\$16.41 1.0350	\$14.39 1.0425	\$19.21 1.0370
<b>3</b>	\$28.48 1.0300	\$21.66 1.0350	\$15.81 1.0375	\$18.64 1.0300	\$16.52 1.0300	\$18.43 1.0350	\$19.92 1.0370	\$20.96 1.0300	\$16.99 1.0350	\$15.00 1.0425	\$19.92 1.0370
<b>4</b>	\$29.33 1.0300	\$22.42 1.0350	\$16.41 1.0375	\$19.20 1.0300	\$17.02 1.0300	\$19.07 1.0350	\$20.65 1.0370	\$21.59 1.0300	\$17.58 1.0350	\$15.64 1.0425	\$20.65 1.0370
<b>5</b>	\$30.21 1.0300	\$23.21 1.0350	\$17.02 1.0375	\$19.78 1.0300	\$17.53 1.0300	\$19.74 1.0350	\$21.42 1.0370	\$22.23 1.0300	\$18.20 1.0350	\$16.30 1.0425	\$21.42 1.0370
<b>6</b>	\$31.12 1.0300	\$24.02 1.0350	\$17.66 1.0375	\$20.37 1.0300	\$18.05 1.0300	\$20.43 1.0350	\$22.21 1.0370	\$22.90 1.0300	\$18.83 1.0350	\$17.00 1.0425	\$22.21 1.0370
<b>7</b>	\$32.05 1.0300	\$24.86 1.0350	\$18.32 1.0375	\$20.98 1.0300	\$18.60 1.0300	\$21.15 1.0350	\$23.03 1.0370	\$23.59 1.0300	\$19.49 1.0350	\$17.72 1.0425	\$23.03 1.0370
<b>10</b>	\$33.01 1.0300	\$25.73 1.0350	\$19.01 1.0375	\$21.61 1.0300	\$19.15 1.0300	\$21.89 1.0350	\$23.88 1.0370	\$24.30 1.0300	\$20.17 1.0350	\$18.47 1.0425	\$23.88 1.0370
<b>13</b>	\$34.00 1.0300	\$26.63 1.0350	\$19.72 1.0375	\$22.26 1.0300	\$19.73 1.0300	\$22.65 1.0350	\$24.77 1.0370	\$25.03 1.0300	\$20.88 1.0350	\$19.26 1.0425	\$24.77 1.0370
<b>16</b>	\$35.02 1.0300	\$27.56 1.0350	\$20.46 1.0375	\$22.93 1.0300	\$20.32 1.0300	\$23.44 1.0350	\$25.68 1.0370	\$25.78 1.0300	\$21.61 1.0350	\$20.07 1.0425	\$25.68 1.0370
<b>19</b>	\$36.07 1.0300	\$28.53 1.0350	\$21.23 1.0375	\$23.62 1.0300	\$20.93 1.0300	\$24.26 1.0350	\$26.63 1.0370	\$26.55 1.0300	\$22.37 1.0350	\$20.93 1.0425	\$26.63 1.0370
<b>23</b>	\$37.16 1.0300	\$29.53 1.0350	\$22.03 1.0375	\$24.32 1.0300	\$21.56 1.0300	\$25.11 1.0350	\$27.62 1.0370	\$27.35 1.0300	\$23.15 1.0350	\$21.82 1.0425	\$27.62 1.0370



# CERTIFICATE

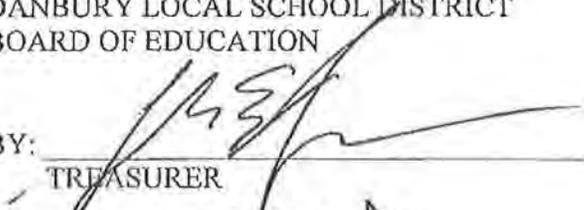
(O.R.C. 5705.412)

For the matter of: Collective Bargaining Agreement between the Danbury Local School District Board of Education and Danbury Association of Non-Teaching Employees Effective July 1, 2013 and ending June 30, 2016.

IT IS HEREBY CERTIFIED that the DANBURY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

Dated: 9/11/13

DANBURY LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

BY:   
TREASURER

BY:   
SUPERINTENDENT OF SCHOOLS

BY:   
PRESIDENT, BOARD OF EDUCATION



**Pepple & Waggoner, Ltd.**

ATTORNEYS AT LAW

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

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

October 23, 2013

**VIA ELECTRONIC MAIL ONLY**

Office of the Clerk  
State Employment Relations Board  
65 East State Street, 12th Floor  
Columbus, OH 43215-4213

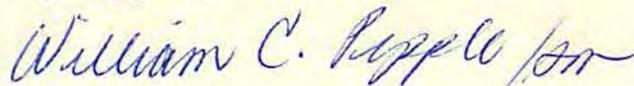
Re: Danbury Local School District Board of Education and the  
Danbury Association of Non-Teaching Employees (OEA/NEA)  
SERB Case No. 2013-MED-03-0224  
Our File No. 439-13-13

Gentlemen:

Enclosed herewith please find the executed Negotiated Agreement between the above-captioned parties. This Negotiated Agreement is filed pursuant to OAC §4117-9-07.

Thank you for your assistance in this matter.

Very truly yours,



William C. Pepple

WCP/dlm  
Enclosure

cc: Mr. Daniel Parent, Superintendent (w/o enclosure)  
Ms. Susan K. Dodge, OEA Labor Relations Consultant (w/o enclosure)