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K30073
10/31/2013

COLLECTIVE BARGAINING AGREEMENT

between

The Ohio Association of Public School Employees

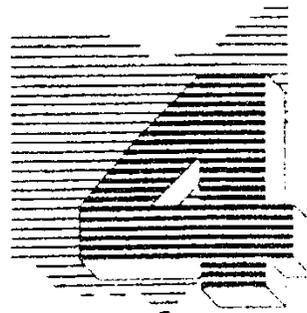
AFSCME Local 4/AFL-CIO

South-Western City Schools, Local #211

and

**The South-Western City School District
Board of Education**

July 1, 2013 – June 30, 2016



OAPSE/AFSCME Local 4/AFL-CIO

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ARTICLE I
AGREEMENT

SECTION 100 SENIORITY

- A. Throughout this Collective Bargaining Agreement, three (3) different types of seniority are referred to in relation to specific articles and/or sections. These types are defined as:
1. **System Seniority** - the length of continuous service by a bargaining unit member with the Board as computed from the bargaining unit member's most recent date of hire.
 2. **Department Seniority** - the length of continuous employment of a Bargaining Unit Member in a particular department from the most recent date of entry into said department.
 3. **Classification Seniority** - the length of continuous employment of a bargaining unit member in a particular job classification as computed from the most recent date of entry into such job classification.
- B. When the term seniority is used and not specifically identified as one of the three types of seniority, it shall be intended to mean system seniority.
- C. Employment in a position outside of the bargaining unit will not count as service for seniority purposes and shall be considered an interruption of service.
- D. Upon employment, every new employee shall be required to serve a probationary period (See Article 6) before being eligible for the provisions of Article 8 (Seniority/Job Bid and Transfer).
- E. The OAPSE Local 211, President shall be provided, as needed, with updated seniority lists which shall state hire dates for each bargaining unit member.
- F. Each of the types of seniority defined in this article will be reduced by the number of days of employee absence due to unpaid leaves of absence consisting of six (6) or more consecutive workdays.

SECTION 101 LABOR-MANAGEMENT COMMITTEE

In order to keep communications open at all times between OAPSE Local 211 and the Administration, a labor-management committee will be established. The following guidelines will be followed:

- A. Meetings shall be called at the request of either party.

- B. A group of not more than three (3) representatives assigned for each meeting by Local 211 shall meet with designated administrators to discuss problems, potential problems or anticipated changes in policies or procedures affecting bargaining unit members.
- C. At least two (2) days prior to the established meeting, an agenda of items to be discussed shall be formulated and be presented to the chairpersons of the committee.

Board policy or the effect or application of work rules should be addressed through informal discussions. If said items are not resolved through this process the issue should be assigned to the Labor-Management Committee.

SECTION 102 RECOGNITION

102.1 Recognized Bargaining Agent

- A. The South-Western City School Board of Education hereby recognizes Local 211 of the Ohio Association of Public School Employees for the purpose of professional negotiation. Local 211 shall be the sole and exclusive bargaining agent for the following classified personnel listed below in this section and excluding those employees listed in Section 102.2.
- B. If the Board changes any department(s)/classification(s) but does not change the function of the department(s) or the position in the department(s), the newly renamed department(s) shall remain in the bargaining unit. However, if any new department(s)/classification(s) are created, the Board and the Union shall meet to determine inclusions or exclusions.
- C. Employees included in the bargaining unit: Those employees in the departments and classifications listed in Section 102.3.

102.2 Employees Excluded From Bargaining Unit

The following employees shall be excluded from this bargaining unit:

Employees Excluded:

- A. All Supervisors and Management Level Personnel as defined in Statute 4117.01 (F) & (K) of the Ohio Revised Code, including Route Supervisors.
- B. Substitutes and Casual Labor.
- C. Sweepers, Crossing Monitors, Medication Monitors, Lunchroom and Hall Monitors, and Recreation Center Managers.
- D. Confidential employees as defined in Section 4117 of the Revised Code, which shall include the Superintendent's secretary, all secretaries and clerical staff in the Personnel Department reporting to the Human Resources Manager, Deputy Superintendent's

secretary, Treasurer's secretary, Payroll Manager, Assistant Payroll Manager, and Accountants.

102.3 Departments and Classifications

A. Throughout this document, the intent is to refer to this document as the "Collective Bargaining Agreement", or "Agreement".

B. Throughout this Collective Bargaining Agreement, the terms Department and Classification shall be defined to include the following:

C. Departments

Aides	Interpreters
Communications	Mechanics
Custodial	Property Services
Data	Secretarial/Clerical
Food Service	Transportation
Head Start	

D. Classifications

AIDES

All Aides

COMMUNICATIONS

Printer

CUSTODIAL

Head Custodian

Custodian

DATA

Support Desk

Programmer

Operations Coordinator

Senior Operator

Computer Technologist

Telephone Technician

FOOD SERVICE

Food Transporter

Head Cook

Cook

INTERPRETERS

Sign Language Interpreters

Bilingual Assistants

MECHANICS

Mechanic I

Parts Mechanic

Mechanic II

PROPERTY SERVICES

Specialist

Maintenance I/Courier

Master Electrician

Master Plumber

SECRETARIAL/CLERICAL

Accounts Payable Manager

*DSC Secretary

Secretary I

Secretary II

Activity Account Clerk

HEAD START
Preschool Instructor

TRANSPORTATION
Bus Drivers
Trainer

* Some employees in this area are confidential (exempt)

SECTION 103 SCOPE OF NEGOTIATIONS

- A. The Union shall have bargaining rights for all matters pertaining to wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of the collective bargaining agreement.

- B. The Board of Education is not required to bargain on subjects reserved to them as management rights except as these might effect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 200 MANAGEMENT RIGHTS

The Board retains all rights to manage, direct and control its business and to make any and all rules, regulations, and policies necessary to maintain the orderly and efficient operation of the schools, except as limited by the specific written terms of the collective bargaining agreement. All rights, powers, duties, or authorities not specifically reduced to writing as part of this Agreement are reserved solely to the discretion of the Board and the Administration.

Specifically, the Administration and the Board of Education retains the following management rights given them by the Ohio Revised Code Section 4117.08:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate, or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the employer as a unit of government.
- H. Effectively manage the work force.
- I. Take action to carry out the mission of the public employer as a governmental unit.

ARTICLE 3

NEGOTIATION PROCEDURES

SECTION 300 PROCEDURES FOR REGULAR NEGOTIATIONS

300.1 Request to Open Negotiations

Upon written request of either party made not less than one hundred (100) days prior to the expiration of the Negotiated Agreement, a mutually agreeable date shall be set to initiate negotiations of a successor collective bargaining agreement. Both parties will present their list of issues at the same meeting. After the meeting to exchange issues, no new items may be opened for negotiations except by mutual agreement.

Negotiation meetings shall, insofar as practical, be conducted during the work day.

300.2 Representation

The Board of Education and OAPSE, Local 211, shall be represented at all negotiations meetings by a team of negotiators not to exceed six (6) members each, including outside representatives. Each party may use one additional negotiator to discuss issues pertaining to a particular classification. All negotiations shall be conducted privately and exclusively between said teams.

300.3 Meet to Negotiate

The designated Board of Education representatives are cloaked with the authority by the Board of Education to reach tentative agreements on any and all issues under negotiations. The designated representatives of the Board of Education and OAPSE Local 211 shall meet at reasonable times for the purpose of effecting a free expression and exchange of facts, ideas, opinions, proposals, and counterproposals in a sincere effort to reach a mutual agreement on all matters submitted for negotiations.

300.4 Sharing Of Data

The parties will, upon request, share such information as may be available concerning proposals submitted for negotiations.

300.5 Recess

Upon request of either party the negotiation meetings shall be recessed to permit the requesting party a reasonable period to caucus.

300.6 Progress Reports

Confidential periodic progress reports may be made to OAPSE members by the negotiation team of OAPSE, Local 211, or by the official Board of Education representative to the Administrative Staff and the Board of Education.

300.7 Board Approval and Ratification

If consensus is reached on those matters being negotiated, the tentative agreement between the parties shall be reduced to writing by the Employer and submitted to the OAPSE Local 211 members for ratification. If approved as submitted, it shall be brought to the Board of Education for its approval. Upon such approval the agreement shall be signed by both parties.

SECTION 301 INABILITY TO REACH AGREEMENT

301.1 Mediation/Strike Notice

Either party may request the services of a mediator from the Federal Mediation and Conciliation Service. The parties shall attempt to mutually agree to a mediator. If unable to agree, the parties shall request that FMCS appoint a mediator.

The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.

In the event an agreement is not reached ten (10) days prior to the expiration of the existing agreement, the OAPSE, Local 211, shall have the right to notify the Board of Education and the State Employment Relations Board of their right to strike as governed by Ohio Revised Code Statute 4117. It is the intention of the parties that mediation as provided in this agreement shall be the mutual alternative dispute resolution procedure and will supersede contrary provisions of Chapter 4117 of the Ohio Revised Code.

301.2 Good Faith Negotiations

OAPSE, Local 211, and the Board of Education agree to negotiate in "good faith." "Good faith" requires that OAPSE, Local 211, and the Board of Education be willing to negotiate openly and fairly with each other on all matters and to react to one another's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons.

ARTICLE 4

GRIEVANCE PROCEDURE

SECTION 400 DEFINITION OF A GRIEVANCE

400.1 Definition

A grievance is defined as a written claim by an employee(s) and/or OAPSE, Local 211, hereafter called the grievant, that there has been an alleged violation, misinterpretation, or misapplication of a specific article or section of the Negotiated Agreement or Master Contract.

400.2 Days/Working Days

The term "days" as used in this Article shall mean twelve month employee work schedule days, excluding calamity days.

400.3 Grievant Representation

A grievant may appear in his/her own behalf or shall have the right to Union representation excluding an attorney at Steps I, II, and III of the grievance procedure. The Union shall be provided a copy of all dispositions and documents at all steps of the grievance procedure and may attend any grievance hearing in which the grievant does choose to represent himself/herself.

400.4 Reprisals

No reprisals of any kind by either the District or the grievant shall be directed against the other as a result of the exercise of rights set forth in this article.

400.5 Informal Discussion

When a grievance arises, an attempt shall be made by the employee to resolve the dispute through informal discussions before a written grievance is submitted.

400.6 Written Formal Grievance

Formal grievance shall be submitted in writing and shall show the date of the occurrence, state the nature of the grievance and provisions of the specific section of the master contract violated, and the relief sought. Union grievances will name each person or group claimed to have been harmed as a result of the grievance. All responses to grievance shall be in writing.

400.7 Settlement/No Appeal

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

SECTION 401 GRIEVANCE PROCEDURES

401.1 Steps For Processing Grievance

Grievances shall be processed in the following manner:

Step I – Immediate Supervisor

Within twenty (20) days of the incident which gives rise to the grievance, the grievant must reduce the claim to writing on the appropriate form and submit it to his/her supervisor. Within ten (10) days of the receipt of the grievance, the supervisor shall conduct a hearing and respond to the claim within ten (10) days of the hearing.

Step II – Superintendent/designee

If the grievant is not satisfied with the disposition of the grievance at Step I, he/she may appeal within ten (10) work days of the hearing in Step I to the Superintendent of Schools. Within ten (10) days of the receipt of the grievance, the Superintendent or his/her designee shall conduct a hearing. Within ten (10) days of the hearing, the Superintendent/designee will provide a written response to the grievant.

Step III – Mediation

If the grievance is not resolved at Step II, the grievant, with the written authorization of the Union, may request to take the grievance to FMCS mediation.

The mediation request shall be filed with the Personnel Office no later than ten (10) work days following receipt of the Step II decision. The parties will first attempt to agree on an FMCS mediator. If unable to agree, the Union will request for FMCS to appoint a mediator. The mediator will conduct mediation in accordance with FMCS procedures.

Step IV - Arbitration

If no settlement is reached during mediation, the grievant, with the written authorization of the Union, may appeal to have the grievance reviewed by an impartial arbitrator. If the union authorizes arbitration, but mediation has not taken place, the parties agree to participate in FMCS mediation prior to proceeding to arbitration.

Said appeal must be received by the Superintendent or his/her designee within twenty (20) days after the final mediation session, or if mediation is not requested, from the expiration of the time limit to request mediation in Step III. The Union shall request a list of arbitrators from the Federal Mediation and Conciliation Service.

Upon receipt of said list of arbitrators, the parties will select the arbitrator by alternately striking names from the list until one (1) remains. Either party may request a second list. The arbitration hearing shall be scheduled at the earliest mutually agreed upon dates.

401.2 Waiving Of Hearing

A hearing may be waived by mutual consent of the participating parties.

401.3 Binding Arbitration

The arbitrator shall have no authority to alter, add to, or subtract from the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

401.4 Payment of Arbitration Fees

The fees and expenses of the arbitrator shall be borne equally by both parties.

401.5 Appeal to Civil Service

Except in the case of appeal from an order of termination, all disciplinary appeals will be processed through the grievance procedure. Appeals from an order of termination may be taken either to the Civil Service Commission or to arbitration by grievance initiated at Step IV of the grievance procedure.

ARTICLE 5

UNION RIGHTS

Union officers, grievance representatives, and field representatives shall have access to members of the unit at their place of work before the start of and after the completion of the work day and during scheduled breaks, or when such access will not directly disrupt work assignments.

SECTION 500 USE OF DISTRICT FACILITIES

500.1

The use of existing district communication facilities (other than Administration Building facilities) concerning meeting rooms, office equipment, bulletin boards, and intra-district mail services are extended to OAPSE/AFSCME, Local 211, in good faith. Such use shall not in any way:

- A. Be utilized for individual campaign material.
- B. Be utilized to the detriment of any other Board recognized union.
- C. Be utilized to encourage a strike situation following the issuing of a 10-day notice of intent to strike.

500.2 OAPSE Mailbox

The Board shall provide a designated OAPSE officer/representative mailbox at each work site.

SECTION 501 PAYROLL DEDUCTION OF UNION DUES AND FEES

501.1 Representation Fee Authorization

Upon written authorization to the Treasurer of the Board of Education those employees who elect to be members of the Union may have the periodic dues, initiation fees, and assessments of the Union deducted from their paychecks. Those employees who elect not to become members of the Union shall, from the first day of earnings, have a "fair share" fee deducted from their paychecks. No prior written authorization shall be needed for the deduction of the "fair share" fee. On or before October 20th of each year, the Treasurer of the Union will submit to the Treasurer of the Board of Education, a statement indicating the following: the full legal name, social security number and monthly and annual dollar amount to be payroll deducted for each member. This statement shall also include the monthly "fair share" fee to be deducted from all non-members. This list of employees shall be in alphabetical order and shall be accompanied by payroll deduction authorization cards for each new Union member. The Union accepts full responsibility for obtaining the necessary payroll deduction cards from its members. Those Union members for which a payroll deduction authorization card is not on file with the Treasurer of the Board of Education shall be subject to the payroll deduction procedures for a non-member.

501.2 Transmittal of Dues/"Fair Share" Fees

The Treasurer of the Board of Education will remit, on a monthly basis to the Association's State Treasurer, payment of those dues and monthly "fair share" fees which were payroll deducted. A computer listing will be sent along with the payment indicating those employees from whom the deductions were made and the amount so deducted.

501.3 Members Dues Amount/" Fair Share" Fee Amount

The Union shall submit to the Treasurer of the Board of Education, a statement indicating the method by which the "fair share" fee was calculated and further that said "fair share" fee does not exceed the dues charged to members of the Union. The "fair share" fee so determined shall be the same for all non-members. The payroll deduction amount initially submitted for members and the monthly "fair share" fee initially submitted for non-members shall not be changed during the ensuing school year subsequent to the October 20th filing.

501.4 Payroll Deduction Period

All dues and/or "fair share" fees shall be deducted over eight (8) or sixteen (16) pays beginning in November and ending June 30th. For those persons who are employed subsequent to November 20th in any school year who elect not to become members of the Union shall be subject to the monthly "fair share" fee only for those months remaining in the deduction period November through June.

501.5 Exemption From "Fair Share" Fee Deduction

Written notice to the Treasurer of the Board of Education from an employee indicating that he/she intends to declare a religious exemption from this agency shop provision shall be sufficient to prohibit the deduction of the "fair share" fee until a ruling to the contrary is made by SERB. The Board of Education shall not be involved in the verification of the religious exemption nor in the subsequent verification of receipts of payment to a non-religious charitable fund as described in Section 4117.09 of the Ohio Revised Code should said exemption be allowed. Should SERB not grant the employee's request for exemption, it is the Association's responsibility to file said determination with the Treasurer of the Board of Education and thereby notify him/her to begin deduction of the monthly "fair share" fee.

501.6 Internal Rebate Provision

The Union shall provide the Treasurer of the Board of Education written documentation of the internal rebate procedures wherein non-members may file a demand for refund of that portion of the monthly "fair share" fee which was expended in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining. This information will remain on file with the Board of Education and will be available to all employees.

501.7 Supersedes All Other Policies

This policy supersedes any and all other policies concerning payroll deduction of Union dues and/or fees.

501.8 Hold Harmless Clause

The Board of Education is hereby released of any and/or all obligations to collect, through payroll deduction or any other means, the balance of members' dues or "fair share" fees due from an employee who terminates his employment with the Board of Education should such a balance due in fact exist. The Union releases and holds harmless the Board of Education from, and the Board of Education, hereby disavows, any and all liability which might occur as a result of payroll deductions made under this agency shop provision. The Board of Education shall not be responsible for any corrections to or refunds of dues or "fair share" fees made in error when said deductions were made in good faith and based upon the information provided by the Union.

The Union warrants that this agency fee provision including the amount of agency fees certified to the Board, the Internal Rebate procedure and the exemption procedures contained in this agreement are, and will remain for the duration of this contract in full compliance with all applicable provisions of State and Federal law.

SECTION 502 UNION RELEASE TIME

The President of the Union Local, or the President's designee, shall be released from duty without loss of pay for the purpose of representing a grievant in Article 8, Grievance Proceedings, representing a unit member in Section 1101, Disciplinary Meetings, or attending meetings called by the Superintendent or designee. Only one union representative may be in attendance at grievance or disciplinary meetings/hearings, unless there is mutual agreement to allow more than one in a particular situation.

The president or the president's designee will be released for an additional five (5) days per year for the purpose of conducting Union business.

SECTION 503 ATTENDANCE AT OAPSE DISTRICT MEETING

All Union members shall be released with pay on OAPSE Day to attend Union functions. Those bargaining unit employees who are not members of OAPSE and those members of OAPSE who do not wish to attend OAPSE meetings will have the following options:

- A. Working within the district.
- B. Attending the professional meeting conducted by South-Western City School District Personnel.
- C. Not working and not receiving pay.
- D. Visiting an establishment relative to job classification with approval of immediate supervisor.
- E. Use a day of personal/vacation leave as provided in Sections 1301 and 1306.

SECTION 504 OAPSE/JOB DESCRIPTIONS

The OAPSE Local President shall be provided with a copy of all job descriptions in the bargaining unit.

SECTION 505 ANONYMOUS MATERIALS

No anonymous materials will be placed in an employee's personnel file.

ARTICLE 6

PROBATIONARY PERIOD

SECTION 600 NEW EMPLOYEES

- A. Upon employment, every new employee shall be required to serve a probationary period of one hundred eighty (180) actual working days.
- B. During the probationary period, an employee may be terminated at any time for any reason or no reason at all. Grievances may not be filed concerning a termination of employment during a probationary period.
- C. After successfully completing the probationary period, the bargaining unit member's seniority shall be computed from the original date of hire.

SECTION 601 TRANSFERRED/PROMOTED EMPLOYEES

- A. Employees transferred/promoted to a different classification shall serve a probationary period of thirty (30) actual working days in the new classification. In the event that the probationary period is not successfully completed, the employee shall be returned to a position in the classification held prior to the transfer at the pay step held prior to the transfer with no loss of seniority. No grievance may be filed concerning the determination that a probation period has not been successfully completed.

ARTICLE 7

LENGTH OF WORK YEAR

SECTION 700 DAYS OFF

Days off are to be established by the official school calendar adopted annually by the Board of Education.

SECTION 701 HOLIDAYS

701.1 Legal Holiday

Employees shall be granted their regular rate of scheduled hourly pay for the following days as paid holidays:

- A. Labor Day
- B. Thanksgiving
- C. Day Following Thanksgiving*
- D. Christmas
- E. New Year's Day
- F. Martin Luther King Day
- G. President's Day
- H. Spring Holiday* (to be determined each year)
- I. Memorial Day

* Except employees not regularly scheduled to work on Fridays throughout the year.

For 12 month custodians regularly working a Tuesday – Saturday schedule, holidays that fall on a Monday will be considered paid holidays. The equivalent number of days to the number of holidays falling on a Monday in a given contract year will be assigned as non-paid days. The assignment of the specific non-paid days will be jointly decided prior to the adoption of the school calendar for each year.

701.2 Independence Day

In addition to the above, eleven (11) and twelve (12) month employees shall be granted Independence Day as a paid holiday.

701.3 Holiday Pay/Double Time

Any employee required to work on a holiday shall be paid double time for all hours worked, except as indicated in Section 906.

701.4 Date For Celebrating Holiday

Paid holidays granted in this article will be celebrated on the day of the holiday except:
Legal holidays falling on Saturday are to be observed on the preceding Friday and those falling on Sunday to be observed on the following Monday when provided by the official school calendar.

ARTICLE 8

SENIORITY/JOB BID AND TRANSFER

SECTION 800 SENIORITY

Seniority as set forth in Article 1 shall apply to this Article.

SECTION 801 JOB BID AND TRANSFER

The Board shall use system seniority as the determining factor in the filling of vacancies or the assignment of work locations within the job classification.

- A. When a vacancy or newly created job occurs, a notice of such position shall be posted in each work location for a period of five (5) work days. A copy of such notice shall be sent to the Local President and will be posted at a designated area within the Central Office. During the summer vacation period, the notices will be posted in the Central Office on a Tuesday and will remain through the following Monday. The notice shall include the job classification, the work location, the current scheduled hours, and other pertinent data concerning the position.
- B. Within the posting period, qualified bargaining unit members shall have the right to bid on a position within the same department in written form to the Superintendent or his/her designee.
- C. The position shall be awarded to the bidder from within that department, or who has previously worked in that classification, who has the highest system seniority.
- D. After the vacant position and two (2) subsequent vacancies have been filled under the above procedure, the Board shall not be required to post subsequent vacancies. The Board may then choose to fill up to two (2) additional vacancies with any employee who has requested a transfer, regardless of seniority. If the Board elects not to fill the vacancy with a current employee, or following the Board's choice of internal candidates, the vacant position will be filled with a new hire.
- E. Transfer requests may be made at any time during the year, but all requests will expire on September 1st of each year. Transfer requests may be withdrawn at any time by the employee. The Board may require the transfer of the eligible applicant to a requested location when a request is on file at the time the vacancy or expected vacancy becomes open.
- F. Secretaries shall not be subject to this procedure, except that they shall be notified in writing when a vacancy exists, and shall have the right to be considered for that vacancy.
- G. Bargaining unit members shall not be eligible to bid on posted vacant positions or to receive bid consideration any time the member is serving a probationary period, is, or has within the previous ninety (90) actual workdays been subject to discipline at the suspension level, or on leave of absence, or drawing workers' compensation, or within sixty (60) actual work days after

beginning a new assignment or reassignment, except in cases of a reassignment resulting from a job elimination.

- H. Any bargaining unit member who has been involuntarily re-classified shall retain any and all classification seniority he/she has accrued in the previous classification and shall retain transfer rights.
- I. Prior to implementing the posting and bidding procedure for any vacancy or newly created position, the Administration retains the right to reassign any bargaining unit member whose position has been eliminated or whose hours of work are inconsistent with the hours specified for that position. This subsection does not apply to layoffs.
- J. The bidding and transfer of bus routes is governed by Article 9 of this Agreement.
- K. Vacant positions not eliminated or abolished will be posted for bid within thirty (30) working days of the vacancy.
- L. Employees who bid into positions as ERC or SED aides will serve a sixty (60) working day trial period. During that period, employees will be provided the opportunity for training in the skill areas necessary for the positions. During the trial period the employees will be exempt from the limitations of Section G of this article and may bid on vacant positions. In the event that the trial period is not successfully completed, such employee will be assigned to a vacant position in the same classification at the same rate of pay and hours enjoyed prior to bidding into the ERC or SED aide position with no loss of seniority. Such employees shall be exempt from the limitations of section G of this Article until awarded a position by bid or voluntary transfer.
- M. Promotional Examinations

Bargaining unit members requesting promotion to a vacant position in the same department must take and pass the civil service examination applicable to the position sought (if one is required by the Board). Prior to filling the vacant position with a new employee from outside the District, the Board will interview, in order of score on the civil service examination, the top three current employees who have requested the promotion before any other person is interviewed.
- N. Clerical Civil Service Testing

Notwithstanding Section M above, clerical employees (DSC secretary, and secretary II) who have passed an initial clerical civil service exam for employment in the District are not required to take any additional civil service exams, and may apply for any position in any of the above referenced classifications.
- O. Bargaining unit members having regular work schedules of less than four and one-half hours per day who are assigned additional hours of work such that their daily schedule is four and one-half or more hours per day (the "expanded work schedule") and who continue to serve the expanded work schedule for thirty (30) consecutive work days or more will continue the expanded work schedule for the remainder of the year. The member assigned the expanded schedule will become

eligible for fringe benefits associated with full-time employment on the thirty-first work day in the expanded work schedule and will remain eligible for the remainder of the year. In the event that the needs of the District require the expanded work schedule to be continued into the next year, the position to which the expanded schedule is assigned will be posted for bid in accordance with this Section.

SECTION 802 SUMMER SCHOOL

Bargaining unit members employed under nine and ten month contracts may sign up prior to the end of each school year for summer school related activities. Members indicating a desire for such work and who are qualified will be offered employment prior to the offer of employment to other persons. Such employment will be paid at the rate of pay provided at the first step of the salary schedule for the member's classification. All amounts paid will be subject to mandatory retirement and other withholding. Employment of unit members for summer school related activities will not count as service for any other purpose under this contract or otherwise.

SECTION 803 SUMMER WORK

- A. Bargaining unit members employed under nine and ten month contracts may sign up prior to the end of each school year for casual labor work to be performed in the summer months. Members indicating a desire for such work and who are qualified will be offered employment prior to the offer of employment to other persons.
- B. Prior to the close of the school year for pupils a notice will be provided all food service employees in classifications in which summer food service work will or may be available during the summer. Employees wishing to be placed on the call list will indicate their intent to the Director of Food Service not later than ten days after the date of the notice. Employees will be called in order of seniority as work becomes available. Bargaining unit members assigned summer food service work shall be compensated at the first step of his/her classification for time worked outside of the members' regular school year.
- C. Employment of unit members as casual labor or summer food service workers during the summer months will not count as service for any other purpose under this contract or otherwise.

SECTION 804 ASSIGNMENT NOTIFICATION

- A. The Board shall notify all bargaining unit members of their assignment and reporting date for the coming school year no fewer than ten (10) working days prior to their required reporting date.
- B. The only exceptions to this provision shall be bargaining unit members that are affected by jobs that become open after August 1st of each school year and those persons that could be classified as displaced employees.

SECTION 805 UNINSURABILITY

A. For Medical Reasons

1. Any member required to drive a motor vehicle for work who becomes uninsurable for board liability insurance due to medical reasons ("uninsured driver") but is capable of working at a different position, will, after verification of uninsurability and verification of medical capacity to work in a different position, be reassigned by a representative of the Board and the union. The reassignment will be to a vacant aides position after bidding is exhausted ("alternate assignment"). If no such position is then available, or if the member is not capable of working in a different position, the member's employment will be suspended pursuant to Section 1000.8 and 1000.9 of Article 10 (Reduction in Force), unless the employee is eligible for leave under this Agreement.
2. The uninsured driver will take such actions as necessary to become insurable at the earliest time possible. During the first six (6) months of uninsured status, the uninsured driver will be paid at the same rate of pay for work in the alternate assignment as was enjoyed while driving. During the next six (6) months of alternate assignment the driver will be paid at the rate of pay assigned to aides at step 1. If the driver is uninsurable after twelve (12) months, the driver will be placed in an involuntary layoff status, subject to recall as provided in Section 1000.9.
3. If the member becomes insurable within twelve (12) months, they will be reinstated to former position.

B. For Non-Medical Reasons

1. Any member required to drive a motor vehicle for work who becomes uninsurable for Board liability insurance due to non-medical reasons, will be placed on leave without pay for the duration of the uninsurability. If no equivalent position is available when the member becomes insurable, the member will remain on unpaid leave until an equivalent position becomes available.
2. If the member does not become insurable within 12 months of the initial determination of uninsurability, he/she will be automatically released from his/her employment with the District, without right of appeal.

C. Section 805 is not intended to prevent the Board from taking employment action with respect to an uninsurable employee based on other Articles of this Agreement.

SECTION 806 ONE-ON-ONE AIDES FOR KINDERGARTEN STUDENTS

Any one-on-one Aide assigned to a special needs Kindergarten student will be permitted to move with the student as the student progresses to first grade and to other grades, without posting the position for bid.

In the event the student leaves the District or the position is no longer needed, the one-on-one Aide will be eligible to continue the hours and benefits, if any, they have at that time. The Aide will have the option to bid for an open position, if one is available, or will be reassigned to another student needing a one-on-one aide, or to any other open aide position.

ARTICLE 9

TRANSPORTATION

SECTION 900 DEFINITIONS

900.1 Regular Route

The regular route for a full time bus driver is that assigned driving responsibility on a regular basis required to meet the twenty-two and one-half (22-1/2) hour guarantee to each driver. This includes all days during the period Monday through Friday. It is not necessary to be scheduled all five (5) days to obtain the twenty-two and one-half (22-1/2) hours.

The types of assignments are:

- A. The normal a.m. pick up and p.m. delivery of students to and from school.
- B. Thirty (30) minutes per day pre-trip inspection and clean up time.
- C. Supplemental trips assigned by the supervisor required to meet the twenty-two and one-half (22-1/2) hour minimum guarantee to the driver. Supplemental trips will be assigned to drivers scheduled for less than 22½ hours per week prior to being bid

900.2 Supplemental Trips

Individualized pick-up and delivery of student(s) from home/school to school/home. Some examples are carpentry routes, enrichment routes, technical school routes, and some special education routes. Supplemental trips may be initiated or ended during the school year based on need. All supplemental trips will take precedence over field trips.

900.3 Field Trips

Trips other than the regular assigned routes and supplemental routes shall be included in the field trip category. They are subdivided into two types:

- A. Day field trips are taken during the school day and within the hours of the driver's normal assigned work day Monday through Friday.
- B. All other field trips - this group would include all other trips (excluding day field trips) which are assigned to the bus fleet of South-Western City School District.

900.4 Bus Driver Meetings

Bus drivers will be paid for one (1) hour per month as needed for meetings. Pay will be at their regular rate of pay.

900.5 Summer School Routes

Regularly scheduled transportation of pupils to and from summer school classes selection of bus drivers for summer school routes will follow the provisions of Section 802 of this agreement.

SECTION 901 REGULAR ROUTES

901.1 Establishment of Regular Routes

- A. Each summer the Supervisor of Transportation will establish each regular bus route as required by school enrollments. The Transportation Supervisor shall have the option to alter existing routes in order to reach the minimum number of hours.
- B. Pre-trip inspection and clean up time will be included as follows:
 - 1. Be at the job site fifteen (15) minutes prior to the start of his/her first trip in the morning.
 - 2. Make the required pre-trip inspection and to complete the inspection form.
 - 3. Complete the required cleaning of his/her bus.
- C. Whenever possible, routes should be assigned to avoid unreasonable layover for the driver.
- D. During the school year the route and/or the time for each route may fluctuate or change as the needs of that regular assigned route change. Such change will bring about a corresponding change in the driver's time allotted for his/her regular route.

901.2 Assignment of Regular Routes

- A. An individual route is considered to be the assignment of a regular bus driver.
- B. All vacancies in regular routes will be bid at one time, in an annual bid meeting which will be scheduled for the first week in August. All employees who are interested in bidding on a vacancy (including vacancies that may be created by bids made at the meeting), must either be present at the meeting, or have provided their written proxy to someone who will be present at the meeting. At the meeting, each vacancy will be bid individually, using system seniority. Vacancies will be posted five (5) days before the bid meeting. Vacancies will be bid in order by the length of the route, from longest to shortest.
- C. Vacancies in regular routes occurring after the annual bid meeting, but before April 1, will be filled by bidding until no one bids on a route. The opening remaining at the end of the process will be filled by a substitute driver for the remainder of the school year. Vacancies occurring after April 1 will be filled with a substitute. Those routes will be made available at the next annual bid meeting. A driver who returns from a leave of absence during the same school year in which leave began, will be permitted to return to the same route, as long as the route still exists.

901.3 Short Term Substitute Assignment

- A. Substitute drivers will be employed only when regular drivers are not available.
- B. Regular drivers may substitute on supplemental trips and shall be asked in accordance with the rotating lists for of supplemental trips. The initial selection of drivers at the beginning of each year will begin from the top of the seniority list, and then will continue down through the entire seniority list. When the list reaches the bottom, it will then start over again at the top. Regular drivers who desire to substitute on these trips will submit their names to the Transportation Supervisor by September 15th of each school year.
- C. A supplemental sign-up sheet will be posted daily until 7:30 a.m. In order to be eligible for a supplemental trip for that day, the driver/aide must sign the sheet by 7:30 a.m.

If a driver/aide does not sign the daily sheet and the driver/aide's name is next on the list to be called, it will be considered a rejection. A rejection results in the driver/aide going to the bottom of the rotation list. The list will continue on. If a supplemental does not fit into the driver/aides route time, said driver/aide's name will be placed on hold for the next available supplemental in the right time frame.

SECTION 902 UNASSIGNED SUPPLEMENTAL TRIPS

902.1 Posted and Offered for Bid

- A. After regular routes are assigned and during the school year, a driver may add supplemental trips to his/her route. Prior to the beginning of the school year for pupils, supplemental trips will be posted for bid. When added, such supplemental trips will become part of the driver's regular route and regular work week.
- B. Supplemental trips shall be posted by category, location and time and be offered to drivers on a bid basis by seniority.
 - 1. All supplemental trips which are known at that time shall be posted by the Transportation Supervisor at the Transportation Office not later than five (5) work days prior to the first (1st) day of school.
 - 2. After the initial bidding and during the school year when these trips become available, all additional supplemental trips shall be posted for three (3) work days in the Transportation building by category, location and time for section by bid.

902.2 Factors Considered in Bid Award

- A. Supplemental trips may be added by the driver providing such trips would not increase the driver's time over forty (40) hours per week.

- B. The Supervisor of Transportation may vary from the seniority list after considering the following types of scheduling problems:
 - 1. The origin of the supplemental trip.
 - 2. The time of the supplemental trip.
 - 3. The location of the bus and driver at the time the supplemental trip is to start and finish.
- C. After a supplemental trip has been posted for the required bidding period without receiving a bid, the Supervisor of Transportation shall assign the trip to the least senior eligible driver.
- D. If a driver's supplemental trip is canceled during the course of the school year, the driver shall have the right within twenty (20) working days from the time of cancellation to request a replacement supplemental trip from the least senior driver when considering the following types of scheduling problems:
 - 1. The origin of the supplemental trip.
 - 2. The time of the supplemental trip.
 - 3. The location of the bus and the driver at the time the supplemental trip is to start and finish.
- E. If a driver voluntarily relinquishes a supplemental trip during the school year to reduce his/her hours, that driver will not be eligible for any supplemental trips and daytime field trips for the remainder of the school year. A driver bidding on a regular route shall be able to retain his/her supplemental trips.
- F. Bargaining unit members shall not be eligible to bid on posted vacant positions or to receive bid consideration any time the member is serving a probationary period, is, or has within the previous ninety (90) actual workdays been subject to discipline at the suspension level or on leave of absence, or drawing workers' compensation, or within sixty (60) actual work days beginning a new assignment or reassignment, except in cases of a reassignment resulting from a job elimination.

902.3 Supplemental trip(s) shall be paid according to the following schedule:

<u>Trip</u>	<u>*Minimum Time Paid</u>
0-30 Min.	One-half hour
31-60 Min.	One hour
61-90 Min.	One and one-half hours

<u>Trip</u>	<u>*Minimum Time Paid</u>
Over 90 Min.	Actual driving time

*Driver may accept less than minimum if actual driving time is less than forty (40) hours per week. Weekly schedule would then be forty (40) hours.

- A. Supplemental times shall be computed from portal to portal area.
- B. Supplemental trips shall not affect the twenty-two and one-half (22-1/2) hour minimum pay for regular routes.
- C. Drivers should be contacted through the two-way radio system concerning their availability to substitute on supplemental trips.

902.4 Temporary Bid

- A. Whenever a regular bus driver reports he/she is going to be absent for more than one day, the driver's kindergarten route shall be posted for 24 hours. The driver with the highest seniority shall be awarded the temporary bid.
- B. When a regular driver bids a supplemental which extends his/her time over 40 hours a week and the supervisor elects to take the supplemental trip away, the supplemental shall be posted for a temporary bid for the period of 60 working days. At the end of 60 days, providing the a.m. and p.m. route did not decrease in time, the supplemental shall be posted for bidding.

SECTION 903 FIELD TRIPS

903.1 Definitions

- A. "Overnight Field Trip" means a field trip for which the activity requires bus transportation to a remote location, overnight lodging for the driver and pupils transported and transportation to one or more intermediate location(s) prior to the return trip home is deemed necessary. Overnight transportation is not required to be posted or bid as provided in this agreement. If the Employer decides to use a bus driver for an overnight field trip, the driver will only be paid for the time he/she is required to be with the group.
- B. "Drop-off Field Trip" means a field trip for which the activity requires bus transportation to a remote location followed by a return trip from that location but not requiring further driver responsibility following arrival at the trip destination. Drop-off field trips are subject to the posting and bidding provisions of this agreement.
- C. "Pick-up Field Trip" means a field trip to return pupils home from a drop-off field trip. Pick-up field trips are subject to the posting and bidding provisions of this agreement.

- D. "Out of State Field Trip" means a field trip requiring bus transportation to a location outside the State of Ohio. Out of State field trips are not subject to the posting and bidding provisions of this agreement.

903.2 Request and Approval

- A. Requests for field trips shall be sent to the Director of Personnel or his/her designee a minimum of two (2) weeks prior to the date the field trip is to be taken in order for the trip to be considered for approval.
- B. Approved requests for field trips will be sent to the Office of Transportation no later than Monday prior to the week that the trip is to be taken.
 - 1. The Administration retains the right to schedule field trips that are submitted later than the above stipulated time frame when, in the judgment of the Superintendent or his/her designee, such field trips are in the best interest of the student(s) involved and the school district. Examples of such exceptions would be athletic tournaments, cancellations due to bad weather, school closings, natural disasters, late notification of the trip to the requesting party, and human error in submitting the request.
 - 2. Deviation from this procedure must be specific in nature and have prior approval by the Superintendent or his/her designee.
- C. Any group taking trip(s) will have the option of using private (contract) transportation companies as provided by past practice.

903.3 Assignment of Field Trips

- A. All drivers who wish to drive field trips (Day – 9:30 a.m. until 2:00 p.m.; Evenings – before 4:30 p.m.; Nights – after 4:30 p.m. Weekends, daily emergency field trips and weekend emergency field trips) shall submit requests to the Supervisor of Transportation by August 15 of each year. Names may be added throughout the year. Additional names will be placed at the end of the eligibility list. The driver's name may appear on either the Evening – before 4:30 p.m. or Nights – after 4:30 p.m. list, but not both. These lists will be prepared with the name of the driver who has the greatest system seniority appearing at the top of the list.
- B. The Supervisor of Transportation or designee has the responsibility and authority to assign field trips, through the transportation software program, on a rotating seniority basis and to vary from that seniority basis after considering the following types of scheduling problems or conditions:
 - 1. The location where the day field trip originates.
 - 2. The time of day field trip.
 - 3. Location of bus and driver at the time and the date field trip is to start and finish.
 - 4. Regular route of the driver and such other factors as make for efficient scheduling of the day field trip.

C. When field trip requests are received and approved at the District Service Center, they will be assigned a number, and be forwarded to the Office of Transportation. Approximately two weeks before the trip is to be run, the trip will be assigned to the regular driver whose name appears at the top of the rotation seniority list. A list showing assigned trips will be posted at the Transportation Office.

- Round One will be posted by Monday morning. This posting will conclude Wednesday morning.
- Round Two will be posted by Wednesday afternoon. This posting will conclude Friday morning.

D. All trips not filled by the Section C posting schedule will become subject to the emergency lists discussed below.

Regular drivers may substitute on emergency trips and shall be asked in accordance with the rotating list for of emergency trips. The initial selection of drivers at the beginning of each year will begin from the top of the seniority list, and then will continue down through the entire seniority list. When the list reaches the bottom, it will then start over again at the top. Regular drivers who desire to substitute on these trips will submit their names to the Transportation Supervisor by September 15th of each school year.

An emergency sign-up sheet will be posted daily until 7:30 a.m. In order to be eligible for an emergency trip for that day, the driver must sign the sheet by 7:30 a.m.

If a driver does not sign the daily sheet and the driver's name is next on the list to be called, it will be considered a rejection. A rejection results in the driver going to the bottom of the rotation list. The list will continue on. If an emergency trip does not fit into the driver's route time, said driver's name will be placed on hold for the next available emergency trip in the right time frame.

E. If an accepted field trip is cancelled prior to the driver reporting for the trip, the driver will receive a replacement trip.

F. Head Start field trips shall be assigned only to Head Start drivers when those drivers are available.

G. Field trips shall not be assigned to a driver when the field trip interferes with the regular route of that driver. Any field trips leaving or returning at a time that will interfere with regular route times shall be filled with sub drivers, unless a regular driver is available, and has signed the daily list.

H. Drivers with runs between 9:30 a.m. – 2:00 p.m. (including those with temporary bids and supplemental daily assigned runs) shall not be available for field trips that fall within those times.

- I. Failure to notify the Office of Transportation within the allotted time will result in the driver's name being skipped for one rotation of the field trip list. Failure to show up for an assigned field trip will result in the driver's name being removed from the field trip list for the remainder of the school year.
- J. When the driver accepts or rejects the offer of a field trip, the driver's name shall rotate to the bottom of the list.
- K. The driver shall cancel this accepted responsibility only in case of illness or dire emergency. A cancellation for any other reason shall cause the driver's name to be placed at the bottom of the rotation list for the remainder of the school year. When cancellation is due to use of sick leave, the procedure will be as follows:
 - 1. Any driver using sick leave for the p.m. route Monday through Thursday shall retain the day field trips assigned the following work day providing he/she returns for work the following morning
 - 2. Any driver using sick leave for the p.m. route on Friday shall retain the day field trip assigned for Monday providing he/she returns for work Monday morning.
 - 3. Any driver using sick leave for the p.m. Monday through Thursday shall lose his/her evening field trip assigned.
 - 4. Any driver using sick leave for the p.m. route on Friday shall lose any field trip assigned Friday night, Saturday and/or Sunday.
 - 5. Personal Day shall not apply to this procedure.
- L. Whenever a bus driver is driving a weekend field trip, the Board shall provide a contact for the driver in the event an emergency occurs.

903.4 Payment For Trips

- A. Drivers shall be paid their regular rate of pay for field trips. Time and one-half (1-1/2) will be paid for such hours worked in excess of forty (40) hours per week.
- B. Whenever the time of a bus driver's accepted night or weekend field trip has been cut 50%, he/she shall have the privilege to either take that trip or shall have the right to the next available trip and shall maintain his/her place at the top of the rotating list.
- C. When a driver reports for an evening or weekend assigned trip at the appropriate hour and the trip is canceled, the driver shall receive two (2) hours pay at his/her regular hourly rate of pay which shall include one-half hour preparation time. The driver shall maintain his/her place at the top of the rotating list.

- D. When a driver operates a drop-off pick-up field trip, he/she shall be paid for actual driving time, but no less than two (2) hours for each part of the trip. Payment will not be made for a canceled pick-up provided that notice of cancellation is given before the driver begins the pick-up portion of the trip.

SECTION 904 DRIVING ABSTRACTS

The Board of Education will pay for the driving abstract of a regular bus driver who is a bargaining unit member. The Administration will develop guidelines and procedures for filing.

SECTION 905 TOOL ALLOWANCE

During the initial year of employment, the Board will provide an allowance of up to \$500 to reimburse each mechanic for the cost of tools purchased in connection with Board employment. Reimbursement will be paid upon completion of the initial year of employment. Beginning with the second year of employment and each year thereafter, mechanics will be reimbursed up to \$1,000 per year for the cost of tools purchased in connection with Board work. Advance written authorization from the appropriate supervisor is required for all tool purchases. Proof of purchase must be presented for reimbursement. The Board will provide tool insurance.

SECTION 906 TRANSPORTATION TRAINERS

- A. There will be a pool of drivers/trainers available to handle overflow training. A civil service test will be used to fill the pool. In order to qualify for the pool, employees must first pass the civil service test, and then complete the training required by the Ohio Administrative Code. The number of people that will be in the pool at any one time will be determined by the Employer.
- B. Drivers/trainers will be assigned overflow training on the basis of a rotating seniority list comprised of all drivers/trainers who are currently in the pool. If a driver/trainer declines an assignment when his/her turn arises, he/she will go to the bottom of the list. Drivers/trainers will not be eligible for field trips when they are scheduled to be training.
- C. Pay for trainers will be the driver/trainer's regular hourly rate for all hours actually worked as a trainer.

ARTICLE 10

REDUCTION IN FORCE

SECTION 1000 PROCEDURES

1000.1 Layoff Governed By Seniority

When by reason of declining enrollment, transfer of territory, lack of funds, lack of work, or other reason authorized by law, and the Board determines that it will be necessary to reduce the number of bargaining unit employees, it shall make reasonable reductions by laying off employees. Layoffs shall be governed by system seniority within each affected classification.

1000.2 No Reduction Due To Contracting Services

During the term of this Agreement, no bargaining unit member shall be reduced or laid off for reason of the Board contracting services to any private business, agency, or other entity. Use of private sub-contractors shall not be permitted to perform work being performed (at the time of lay-off) by employees who are currently on the recall list. This provision does not restrict the right of the Board to contract services except as herein limited.

1000.3 Assigned Work Days/Hours Guaranteed

Subject to the provisions of this Article, the assigned work days per year and hours per day of bargaining unit members shall not be reduced during the term of this contract.

The reference to hours per day mentioned above in this Section is not applicable to bus drivers.

1000.4 Provisional Employees

In any classification of work, provisional employees shall be laid off first beginning with the least senior employee and continuing in reverse order of seniority.

1000.5 Probationary Employees

In any classification of work, probationary employees shall be laid off following provisional employees, beginning with the least senior probationary employee and continuing in reverse order of seniority.

1000.6 Regular Employees

In any classification of work, regular employees shall be the last employees laid off beginning with the least senior regular employee and continuing in reverse order of seniority.

1000.7 Right To Bump

An employee who is displaced or bumped due to a RIF has the right to bump a less senior employee in the same classification. If the least senior employee in a classification is displaced or bumped, he/she shall have the right to bump a less senior employee in a previously held classification. In the event this results in excess employees in the lower classification, the process will be repeated. System seniority will be used for all displacements and bumping.

In the event of a job abolishment or RIF where multiple employees may be impacted, all of the bumping will take place at one meeting unless otherwise agreed by both parties. All potentially impacted employees will be invited to the meeting. The meeting will be held at a time and place that is mutually agreed to by the Employer and the Union.

In the event an employee is eligible under the conditions of this Article to bump into a civil service classification for which he/she is not presently on a civil service list, the placement of the employee will be made solely on the basis of this Article and without regard to the civil service list and all applicable civil service laws and regulations.

1000.8 Written Notice of Layoff

Any employee who is to be laid off shall be given at least ten (10) work days advance written notice, and a copy of such notice shall be sent to the OAPSE Local President.

1000.9 Recall Rights

Any employee who is laid off shall maintain recall rights for a period of two (2) years from his/her last date of service. Notice of recall shall be sent by certified mail to the employee's last known residence. Employees may also be notified of recall by telephone. A laid off employee shall have two (2) work days from notification by telephone, or five (5) work days from the date the certified letter was posted, to accept or reject the recall by the Board. Rejection, or failure to respond within the timelines, shall be considered a resignation. Unit members recalled to employment will be placed at the same step they were on at the time they were laid off.

1000.10 Recall Order

Recall from the layoff list shall occur in reverse order of layoff with the last employee laid off in the classification recalled first. No new employees shall be hired for an opening while there are employees on the recall list in the same classification as the opening.

1000.11 Head Cooks

For purposes of this Article only, Head Cook I and Head Cook II will be considered to be one classification.

1000.12 Removal From Recall List

Employees may only be removed from the recall list upon the occurrence of one of the following:

- A. Acceptance of an offer of recall
- B. Refusal of an offer of recall
- C. Failure to respond to an offer of recall within the time limits of Section 1000.9
- D. The passage of two (2) years from the date of the layoff
- E. Resignation of employment from the District
- F. Failure to maintain the necessary licensure/certification, or to be otherwise qualified for the position that is the subject of the recall

1000.13 Bid, Bid, Transfer and Recall

After the bidding process for a position is completed, implementation of transfers in that classification will occur, then all eligible employees will be recalled from the recall list for that classification.

ARTICLE 11

EVALUATION, TRAINING AND COMMENDATIONS

SECTION 1100 EVALUATION

The Union recognizes the right, duty and responsibility of administrators to make continuous evaluations of the performance of personnel for the purpose of providing a sound basis for personnel improvement, evaluation and recognition of personnel effectiveness.

This evaluation should serve to identify personnel strengths and limitations through use of an accepted evaluation form.

All observations shall be done openly with the personnel being evaluated.

Any written job performance observation feedback shall, after a review by both parties, be signed by each and a copy given to the person.

Evaluation should be a continuous process with professional growth being the basic goal.

1100.1 Definitions:

- A. EVALUATION - A systematic procedure whereby an evaluator acquires and processes the data needed to determine the effectiveness of an employee's job performance.
- B. EVALUATOR - An evaluator is the person responsible for conducting the evaluation of unit members for whom evaluation is required under this agreement. An evaluator may be a principal, assistant principal, or immediate supervisor.
- C. In those instances where the evaluator is a person other than the building principal, the unit member will be notified of the identity of the evaluator when the identity of the evaluator is changed during the year the member will be notified of the identity of the new evaluator.
- D. IMMEDIATE SUPERVISOR - The person identified as the evaluator for those unit members not under the direct supervision of a building principal.
- E. JOB PERFORMANCE OBSERVATION - Observation, conducted by an evaluator, of such length to ensure unit members an opportunity to illustrate a general or typical mode of operation, or competency in the assigned job.

1100.2 Procedures

An evaluator has the right to observe a unit member at any time. Job performance observations which result in a written feedback will include a post-observation conference which will be scheduled to take place within ten (10) days after the observation. Job performance observations will occur during the

initial probationary period. After the initial year of employment, all employees shall be evaluated at least once every three (3) years but may be evaluated more often as circumstances require.

A copy of the written feedback statement will be provided to the unit member at the time of the post observation conference and will include the following statement:

My signature indicates that I have read this observation summary. Furthermore, I understand that if I wish, I may add any statement that will amplify or explain its contents.

1100.3 Right of Written Response to Evaluations

A bargaining unit member shall have the opportunity to read any evaluation placed in his/her file and the right to include a written response to such evaluation in the file.

SECTION 1101 TRAINING

- A. The Board will appropriate the sum of \$16,000 annually for the training of bargaining unit members, (the "staff training budget"). Any dollars remaining in the appropriation at the expiration of the contract year will revert to the District's general fund.
- B. A committee consisting of representatives of the Board and the Union will be convened to allocate the staff training budget among the departments based on the following priorities: (1) the need for funds to maintain current levels of certification or licensure necessary to perform the duties of employment and (2) the need for funds to enhance or improve job related skills. Each department will be advised of the amount of funds allocated to it and will establish a plan for making funds available to bargaining unit members within the department using the same priorities as described above. All requests for and use of staff training budget funds will be subject to approval of the Personnel Department in accordance with established procedures and District practice.
- C. Bargaining unit members who are required to attend conferences or other activities for which registration or tuition is required to be paid in advance will, upon request, be paid the full amount of the tuition or registration in advance. Bargaining unit members requesting advance payment of tuition must provide at least five working days advance notice to the Treasurer's office. Groups of bargaining unit members attending the same activity should submit all requests at the same time.
- D. If university fee waivers become available for use by bargaining unit members, the Board will notify the Union President and schedule a meeting to discuss allocation of waivers among eligible members.

SECTION 1102 COMMENDATIONS

At times employees exceed job expectations in performance, conduct and cooperation. When an employee has exhibited attitudes and behaviors that go beyond the normal requirements of the job, the supervisor will recognize and reinforce that behavior by means of a written memo to the employee. The memo should specify the actions and/or attitudes which have prompted the commendation and a copy will be forwarded to the Personnel Department for inclusion in the employee's file.

ARTICLE 12

DISCIPLINE PROCEDURE

SECTION 1200 EXPECTATIONS FOR EMPLOYEES CONDUCT

The Board has expectations for its classified employees in two general areas: (1) job performance, and (2) personal conduct which affects job performance. It is not the intention of the Board to spell out a list of rules or infractions, but rather to give employees an understanding of these two areas and expect them to act accordingly.

A. Job Performance

This involves unsatisfactory performance of specified duties, excessive absenteeism or tardiness, negligence, laziness, poor safety habits, poor workmanship, disregard for policies or rules, insubordination, etc. Any problem which arises from unsatisfactory performance of assigned duties (as determined by job specifications and supervisor evaluations) will fall into this category.

B. Personal Conduct

Personal habits of a bargaining unit member while engaged in school business should not reflect negatively upon the member or the school district. This includes such areas as alcoholic beverages, nonprescription or illegal drugs, participating in illegal practices, abusive language and immoral conduct. It also involves excessive attention to matters of personal business while on the job.

SECTION 1201 INITIATION AND COMPONENTS OF DISCIPLINE

A. In determining when disciplinary action is required, the supervisor must consider the seriousness of the infraction or unsatisfactory performance, the frequency of the infraction or unsatisfactory performance, and other circumstances which have a bearing on the situation. Prior to initiating disciplinary action, the supervisor may hold an instructional conference with the employee in order to address the problem. If appropriate, the supervisor may decide to issue a letter of direction rather than continuing with the disciplinary process.

B. The types of disciplinary action which may be exercised include level one reprimand, level two reprimand, suspension and termination. These actions represent a progression of disciplinary measures which would normally occur over a period of time. Each of these steps is to be carried out in a prescribed manner which provides the employee with the opportunity to correct the problem and protect his/her rights to due process.

SECTION 1202 THE PROGRESSIVE DISCIPLINE PROCESS

1202.1 Reprimands

A. Level One Reprimand

A Level One reprimand may be issued for violation or disregard of work rules, including, but not limited to, such matters as carelessness, excessive tardiness or absenteeism, unacceptable performance of job duties, abuse of breaks or lunch periods, etc.

B. Level Two Reprimand

The level two reprimand is issued for more serious infractions, for repeated minor misconduct or poor performance or for violation of major regulations or standards.

1202.2 Suspensions

Suspension is a more severe form of discipline resulting in loss of pay for the employee. Suspensions are given for repeated infraction of rules of conduct or for unsatisfactory performance which has not been corrected through the use of Level One or Level Two reprimands, or when the first offense is of a serious nature.

A. Short Term Suspension

A short term suspension is defined as suspension for three (3) work days or less.

B. Long Term Suspension

Long term suspensions are defined as those enacted for a period of more than three (3) working days.

1202.3 Termination

Employment may be terminated when repeated infraction of rules and continued unsatisfactory job performance have not been corrected through the progressive disciplinary actions of reprimand and suspensions, or when first offense is of a serious nature.

SECTION 1203 PRE-DISCIPLINARY CONFERENCE

- A.** When the possibility of discipline exists, the Employer will schedule a conference with the employee to discuss the charges. Prior to or at the hearing of the conference, the Employer will provide the charges to the employee. The employee will be given the opportunity to respond to the charges in the conference.
- B.** Following the conference the Employer will issue disciplinary action, if appropriate. If the employee decides to grieve he disciplinary action, the grievance will be considered to begin at Step II (Superintendent/designee).

SECTION 1204 RIGHT OF WRITTEN RESPONSE

A bargaining unit employee shall have the right to attach a response to any disciplinary record which is placed in his/her personnel file.

SECTION 1205 RIGHT OF REPRESENTATION

The employee shall have the right to have a union representative present in any hearing.

SECTION 1206 USE OF DISCIPLINARY ACTIONS FOR PROGRESSIVE DISCIPLINE

Disciplinary actions will be eligible to be used for purposes of progressive discipline in accordance with the following schedule:

- A. Level One Reprimands – usable for one year following the issuance of the reprimand.*
- B. Level Two Reprimands – usable for two years following the issuance of the reprimand.*
- C. Suspensions – usable for three years following the issuance of the reprimand.*

*In all cases, previous disciplinary actions will only cease to have force and effect for purposes of progressive discipline if there has been no other disciplinary action involving that unit member during the time periods specified above. Level One reprimands will not have force and effect after one year with no discipline, Level Two reprimands after two years with no discipline, and Suspensions after three years with no discipline. If another disciplinary action is issued before a previous disciplinary action has “expired”, the calendar for the previous disciplinary action starts over.

SECTION 1207 FILING OF DISCIPLINARY ACTIONS

Disciplinary actions will be placed in the employee’s personnel file.

ARTICLE 13

LEAVES - PAID

SECTION 1300 SICK LEAVE

1300.1 Reporting Absences

- A. Every bargaining unit member is expected to be on duty every work day of his/her official work calendar except when using sick leave, taking approved vacation, or taking official approved leave. When a bargaining unit member is to be absent from work, he/she shall notify the building principal, designee, or immediate supervisor of his/her impending absence one and one-half (1 1/2) hours prior to the time he/she is due to report for work, except in emergency circumstances.
- B. Any time the building principal is not on duty, custodians and building secretaries will report their absences to the Personnel Office at 8:00 a.m. on the morning of the absence.
- C. The Superintendent or his/her designee may waive the time requirement if he/she adjudges the situation to be one which would prevent the bargaining unit member from complying.

1300.2 Sick Leave Allowance

- A. Sick leave shall be provided to bargaining unit members in South-Western City School District in compliance with Ohio Law, the negotiated agreement and the policies and regulations of the Board of Education.
- B. Each full-time bargaining unit member shall accrue sick leave at the rate of 120 hours per year for each full year of employment. These hours are accrued at the rate of 10 hours per month under contract and are awarded to the bargaining unit member at the end of each month.
- C. A regular bargaining unit member who renders less than full time service shall accrue proportionate amounts of sick leave on a prorated basis for the time actually worked at the same rate as that granted full-time bargaining unit members.

Example: A six (6) hour bargaining unit member works 75% as much as an eight (8) hour bargaining unit member. On a pro-rated basis, he/she would earn 7.5 hours per month multiplied by twelve (12) months per year for a total of 90 hours earned per year which is 75% of the 120 hours earned by a full time bargaining unit member. (Sick leave is accumulated during Christmas break, Spring break and the summer months by all bargaining unit members).

- D. Unused sick leave shall be accumulated without limitation of maximum number of days.

1300.3 Utilization of Sick Leave

- A. Bargaining unit members may use sick leave with the approval of the Superintendent or his/her designee within the limits of this Article for absence due to:

1. Personal illness or injury.
2. Disability due to pregnancy.

A bargaining unit member may use sick leave for absence due to disability to the bargaining unit member caused by complications attributed to pregnancy, miscarriage, childbirth and normal postpartum recovery. Normal childbirth and recovery shall be limited to two weeks prior to the expected delivery and six weeks subsequent to actual delivery, upon written recommendation of the attending physician. Additional days may be granted by the Superintendent or his/her designee for disability due to pregnancy pursuant to the bargaining unit member filing written justification and recommendation from the attending physician.

3. Exposure to contagious disease.
4. Illness or injury in the bargaining unit member's immediate family. A minimum number of days as deemed necessary by the bargaining unit member and approved by the immediate supervisor may be used for illness or injury in the bargaining unit member's immediate family. For purposes of this policy, immediate family shall include spouses, children and parents (or any person who virtually holds the position of parent or child to the bargaining unit member) who reside in the bargaining unit member's household, or who reside outside the household of the bargaining unit member but for whom the bargaining unit member has a major responsibility.
5. In addition, the sick leave policy allows bargaining unit members to provide short-term emergency care where necessary to children, parents, brothers, sisters, grandparents, grandchildren, mothers or fathers-in-law, and brothers or sisters-in-law who do not reside in the bargaining unit member's household. Therefore, a minimum number of sick leave days may be used, with approval of the Superintendent or his/her designee, for serious illness or injury for these persons. These days will be approved only for serious or critical situations that require the presence of the bargaining unit member. Days are not to be used to perform routine caretaking functions.
6. Death of a member of the bargaining unit member's immediate family, an aunt or uncle and all other relatives listed in Section (A)(4), above. A minimum number of days sick leave as deemed necessary by the bargaining unit member and approved by the Superintendent or his/her designee, may be used for death of the persons named above and in Section (A)(4). Variation of the number of days approved in different situations may be dependent upon (but not limited to) such factors as:
 - a. Closeness of the relationship of the bargaining unit member to the deceased.
 - b. Location of the funeral service and interment.
 - c. Travel arrangements and requirements.
 - d. Responsibility of the bargaining unit member in the arrangements.
 - e. Tradition, religious beliefs, mores of the family.

7. Doctor or dentist appointments which cannot be scheduled outside the regular work day.

1300.4 Requirements and Limitations

- A. A bargaining unit member shall be entitled to the maximum use of sick leave days provided by state law or the negotiated agreement for any one illness and likewise not to exceed that amount in any one school year for all illnesses.
- B. Each bargaining unit member using sick leave shall furnish the Board with a written signed statement on the proper, prescribed form to justify the use of sick leave subject to administrator approval.
- C. Sick leave shall not be charged for days on which school is not in session as provided in Section 1605.
- D. The bargaining unit member cannot be gainfully employed during his/her normal work hours as a bargaining unit member of the district while using sick leave.
- E. Sick leave shall not be accrued while the bargaining unit member is on leave of absence.
- F. Sick leave shall be accrued while the bargaining unit member is under contract and using sick leave within the limits of this Article.
- G. A bargaining unit member who returns to work after an absence because of illness for a period of ten (10) or more consecutive work days shall be required to submit a doctor's certificate indicating that he/she is able to return to work and to assume his/her regular duties and responsibilities.
- H. When using sick leave the bargaining unit member shall be prudent in engaging in activities which may be construed to reflect negatively on the sick leave concept.
- I. Misuse, falsification of statement of application for use of sick leave, or misrepresentation of use of sick leave on the part of the bargaining unit member shall be cause for suspension without pay or dismissal.

1300.5 Credit for Previously Earned Sick Leave

Any bargaining unit member being employed by the Board who has been in the service of another Board of Education, state, county, or municipal government of Ohio, shall receive full credit for the sick leave accumulated in this previous service as shown in the records of the last employing organization provided that such employment or re-employment takes place within 10 years of the date on which the bargaining unit member was last terminated from public service, and upon presentation of certification of used sick leave on the proper form or statement.

1300.6 Advancing Sick Leave

- A. As provided in Ohio Law, each full-time newly employed bargaining unit member in South-Western City School District who has not accumulated sick leave elsewhere will be advanced five days of sick leave to be charged against his/her first four months accumulation of sick leave.
- B. Use of sick leave days will be limited to accrued but unused sick leave credited to the bargaining unit member at the time of the absence. However, one time each school year the Board will advance up to five days of sick leave to any bargaining unit member as long as the bargaining unit member will be able to accumulate the advance amount of sick leave days during the remainder of that school year, except that employees considered to be chronically absent may be denied this advance.

1300.7 Sick Leave Transfer

- A. When it is apparent that a classified employee is going to exhaust all of his/her accumulated sick leave, all personal leave, all vacation days, and all advancements from 1300.6, and additional days are still going to be needed, he/she may request through the Association that the additional days be transferred from other classified employees accumulated sick leave. Employees must make this request at least five workdays prior to exhausting their leave.
- B. The Local President shall appoint a Sick Leave Transfer Committee. Request for additional days shall be made to the Committee, and the decision of the Committee regarding the disposition of any request is final. Requests for Sick Leave Transfer days shall be honored only to the extent that days are available from donors and may be approved for the following reasons:

<u>Reason</u>	<u>Days</u>
Hospitalization or illness of a classified employee for cancer, stroke, heart attack or other catastrophic illness, or the periodic reoccurrence of a debilitating illness as diagnosed by a physician. These occurrences may include multiple surgeries or illnesses/surgeries requiring long-term recovery.	*1* Up to the equivalent of forty (40) days per school year per classified employee but not to exceed the number of days remaining in the employee's work year.
Hospitalization or catastrophic illness for any of the above, or the periodic reoccurrence of a debilitating illness as diagnosed by a physician for a classified employee's immediate family. These occurrences may include multiple surgeries or illnesses/surgeries requiring long-term recovery.	*2* Up to twenty (20) days per school year per classified employee but not to exceed the number of days remaining in the employee's work year.

<u>Reason</u>	<u>Days</u>
Worker's compensation claims that qualify for loss time payments.	Same as *1* above
Medical leave for Maternity (Normal) Delivery	Up to six (6) weeks from the date of birth
1 Example	*2* Example
Days x Work Hours = Total Hours	Days x Work Hours = Total Hours
40 days x 8 hours per day = 320 hours	20 days x 8 hours per day = 160 hours
40 days x 6 hours per day = 240 hours	20 days x 6 hours per day = 120 hours
40 days x 4 hours per day = 160 hours	20 days x 4 hours per day = 80 hours

- C. A doctor's statement is required for all requests in excess of five (5) days.
- D. The Local Association shall establish an internal policy to administer this section and shall provide written notification to the Board Treasurer of any approved transfers. Such written notice shall include the number of days to be deducted, from who they are to be deducted, and to whom the transfer should be made. Also included shall be signed statement(s) by any affected classified employee(s) authorizing the Board Treasurer to transfer the days. Notice will be provided to the Treasurer not less than ten (10) workdays prior to the payroll in which the donated sick leave will first be included.
- E. Classified employees shall earn sick leave while being provided additional leave under this section. Earned sick leave days will be utilized as they are posted and before days are transferred under this section. A classified employee may utilize this sick leave transfer provision to repay days owed the Board of Education under section 1300.6.
- F. Donated sick leave may not be used to defer application for or receipt of disability retirement benefits.
- G. A classified employee may only apply for and use the "sick leave transfer" provision for one (1) normal delivery and postpartum recovery during her employment with the South-Western City Schools. Donated sick leave for maternity (normal delivery) shall only be available to employees during the initial five (5) years of district employment.
- H. The Local shall administer this provision in compliance with applicable laws and regulations.
- I. Any donated sick leave days provided to a classified employee under this provision will be charged against any Family and Medical Leave available to the employee.
- J. South-Western City School District Board of Education will appoint an administrator to serve in an advisory capacity in the OAPSE sick leave transfer committee.

SECTION 1301 PERSONAL LEAVE

Three (3) days of unrestricted paid personal leave per contract year shall be granted each bargaining unit member upon written notification to the principal or immediate supervisor or if unavailable, the Assistant Superintendent - Personnel, one (1) day in advance of the intended absence. If unusual or emergency circumstances make it impossible to submit the notification one day in advance then the bargaining unit member shall give notice by telephone and confirm by submission of a completed Personal Leave Form upon return to duty.

A. Personal leave shall not be utilized in the following situations:

1. The day before or after a scheduled holiday or vacation, including opening and closing of school as designated in the adopted school calendar.

This Section will not apply when a 12 month bargaining unit member has requested and received the approval of his/her supervisor to use a personal day before or after a vacation or holiday.

2. Days of scheduled parent/teacher conferences.
3. During the first ten (10) days and the last ten (10) days of each school year for pupils.
4. When the number of bargaining unit members in any building requesting personal leave for that day combined with the number of bargaining unit members absent on vacation leave exceeds the greater of three (3) persons or five (5) per cent, rounded up to the nearest whole number of the bargaining unit members assigned to that building. In any school building not more than three persons may be absent on vacation or personal leave on the same day with not more than two from the same department.
5. To engage in gainful employment elsewhere.
6. Engaging in work stoppage or strike activity.

Employees assigned to the transportation department shall be collectively considered a "transportation building" for the application of this limitation, provided that not more than five (5) bus drivers may be utilizing personal leave on any one day. This number shall not include secretaries or mechanics. A sixth personal leave slot may be granted for the reasons stated in paragraphs a-p below.

Exception to the restrictions in paragraphs one through four above shall be made when the reason for the requested leave is one of the following:

- a. Serious accident in the bargaining unit member's family residing in the same household which requires the presence of the member.
- b. Closing procedure when buying or selling a home (1 day).

- c. Receiving a degree at a university or college.
- d. Attendance at the graduation of the bargaining unit member's son, daughter, or spouse.
- e. Funeral of a close friend or family member not provided for in the sick leave policy.
- f. Attendance at a wedding of the bargaining unit member's son or daughter.
- g. Internal Revenue hearing involving the bargaining unit member. (1 day)
- h. Moving (when being done by contract firm and no alternate time outside work hours can be arranged). (1 day)
- i. Parent conference concerning bargaining unit member's dependent. (1/2 day)
- j. Emergencies requiring immediate attention, (e.g. assisting in emergency relief and aid, emergency home maintenance, emergency car failure).
- k. Adverse travel conditions which prohibit the bargaining unit member from safely reaching his/her work assignment or commercial carrier grounding or cancellation which prohibits the staff member from reaching his/her work assignment. This provision applies only to those instances where an individual is out of town and unable to reach his/her work assignment. This does not apply to an individual who cannot reach his/her work assignment from his/her home.
- l. Paternal leave. (1 day)
- m. Receiving an award for contribution to education or community.
- n. Any other reason deemed sufficient by the bargaining unit member's immediate supervisor and approved by the Superintendent or designee.
- o. During the period of time year-end final examinations for pupils are scheduled in any school, cooks may request personal leave.

B. Personal Leave not used at the end of the school year may be credited as follows:

- 1. Each personal day not used may be converted to sick leave. Days so converted shall be credited to the bargaining unit member's accumulated sick leave as of July 1.
- 2. Bargaining unit members may elect by July 5 of each year to receive payment at one-third (1/3) the daily rate in effect on June 30 for each personal day not used. In the event of such an election, payment will be made no later than September.

3. Up to two (2) unused personal leave days (three days for twelve month employees) not converted to sick leave may be carried forward (cumulated) and used in the following school year. Cumulated personal leave days will be subject to the same limitations as all other personal leave. The maximum combined number of personal leave days available for use in any year is limited to a total of six (6) days.
- C. Options 1 through 3 above may be exercised in any combination. If no option is exercised, unused personal leave will be converted to sick leave.
- D. Misuse or falsification of an application for paid personal leave by the bargaining unit member may be cause for denial of the leave or dismissal.

SECTION 1302 RELIGIOUS LEAVE

In the event a bargaining unit member uses all of his/her paid personal leave for the observance of religious holidays, an additional personal day may be granted by the Superintendent or his/her designee providing the reason for the requested use is one of those approved in the personal leave policy.

The following procedures are to be used in applying for the additional day:

- A. The request must be in writing, giving specific reason for the requested use of the day.
- B. The request shall be submitted three (3) days in advance.
- C. The request must give specific persons to contact for verification of eligibility for this leave.

SECTION 1303 TEMPORARY MILITARY LEAVE

The Board will grant temporary military leave pursuant to Ohio Law. Any bargaining unit member who is a member of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or a member of other reserve components of Armed Forces of the United States is entitled to leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service, on field training or on active duty for periods not to exceed 31 calendar days in any one calendar year.

SECTION 1304 ASSAULT LEAVE

In accordance with Ohio Law, assault leave shall be granted to a bargaining unit member. Such leave will not be charged against Collective Bargaining Agreement, Section 1300 (Sick Leave) or leave granted under Collective Bargaining Agreement, Section 1301 (Personal Leave). Said member shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, to a maximum of thirty (30) days paid leave.

A bargaining unit member shall be granted assault leave according to the following rules:

- A. The incident, resulting in the absence of the bargaining unit member, must have occurred during the course of employment with the South-Western Board of Education, and must have resulted in physical disability.
- B. Upon notice to the principal or immediate supervisor that an assault upon a bargaining unit member has been committed, any bargaining unit member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the bargaining unit member's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
- C. If the bargaining unit member receives medical attention and/or is absent from his/her assigned duties more than two (2) days, a certificate from a licensed physician, stating the nature of the disability and its duration, shall be required before assault leave payment is made.
- D. A bargaining unit member shall not qualify for payment of used assault leave until the Assault Leave Form has been submitted, and approved, by the building principal or immediate supervisor.
- E. Said bargaining unit member shall not be permitted to accrue assault leave.
- F. Payment for assault leave shall be at the assaulted member's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with Ohio Law.
- G. Payment shall be discontinued when the bargaining unit member elects to retire or is no longer under contract with the South-Western City Board of Education.
- H. Falsification of either a signed statement or a physician's certificate may be reason for denial of the leave or termination of employment under Ohio Law.

SECTION 1305 COMPENSATORY TIME

1305.1

The bargaining unit member, with approval of his/her immediate supervisor, shall have the option of receiving compensatory time off in lieu of overtime pay. The immediate supervisor of every classified bargaining unit member shall maintain a current record of all compensatory time accumulated by a bargaining unit member for whom he/she is responsible. Such record shall be in duplicate with the bargaining unit member receiving a monthly report of any compensatory time transaction which takes place for each bargaining unit member during the month. Bargaining unit members must give at least twenty-four hours of advance notice before using compensatory time. In any school building, not more than three persons may be absent on any combination of vacation, personal leave or compensatory time off with not more than two from the same department.

1305.2 Used Within One (1) Year

Accrued compensatory time should be taken within one (1) year from the date earned. Any time a bargaining unit member is transferred from one building to another, or changes from one supervisor to another, there shall be an update with complete accounting of all current compensatory time.

1305.3 Forty (40) Hour Limitations

Accrued compensatory time shall not exceed forty (40) hours total for any bargaining unit member.

1305.4 Payment Upon Separation

Upon separation from employment with South-Western City School District, the bargaining unit member or his/her estate shall receive full payment for accumulated compensatory time.

SECTION 1306 VACATION

1306.1 Rates For Earning Vacation (Except PRE's)

Bargaining unit members shall earn vacation based on the following schedule:

Schedule For Bargaining Unit Members Employed 12 Months Per Year

Years Of Service From Most Recent Date Of Hire	Days Earned
1 – 8	.84 - Per Full Month Worked (10 days)
9 – 17	1.25 - Per Full Month Worked (15 days)
18 +	1.67 - Per Full Month Worked (20 days)

Schedule For Bargaining Unit Members Employed 11 Months Per Year

Years Of Service From Most Recent Date Of Hire	Days Earned
1-8	.91 Per Full Month For 11 Months Per Year. Either July Through May Or August Through June. (10 days)
9-17	1.36 Per Full Month For 11 Months Per Year. Either July Through May Or August Through June. (15 days)
18 +	1.82 Per Full Month For 11 Months Per Year. Either July Through May Or August Through June. (20 days)

Schedule For Bargaining Unit Members Employed Less Than 11 Months Per Year

Bargaining unit members shall earn vacation based on the following schedule.

10 Month Members	.80 Per Full Month For 10 Months Per Year September Through June. (8 days)
9 Month Members	.89 Per Full Month For 9 Months Per Year September Through May. (8 days)

1306.2 Years Of Service For Vacation

Years of service for vacation purposes shall be continuous years of service beginning with the bargaining unit member's most recent date of hire.

1306.3 Definition/Full Month

A full month of work shall be defined as not less than fifteen (15) workdays on the active payroll per month.

A bargaining unit member with less than fifteen (15) workdays in a month on the active payroll will not earn vacation for that month.

If during the term of this collective bargaining agreement the normal Christmas and Spring Break reduces the number of days on the active payroll below fifteen (15), that month(s) shall be defined as all days of work responsibility included in the Master Calendar for the month.

1306.4 Vacation Carryover/Maximum Summer Vacation

Bargaining unit members employed on a twelve (12) month basis and working twelve (12) months per year may accumulate vacation earned over a twenty-four (24) month period.

However, the bargaining unit member will not be permitted to take more than four (4) weeks of vacation during the summer period.

1306.5 Approval For Use Of Vacation Time

Bargaining unit members employed on a twelve (12) month basis may take vacation anytime during the year, providing such vacation shall not interfere with the effective and efficient operation of the school system and providing the vacation request is approved by the immediate supervisor and the Superintendent or his/her designee.

The bargaining unit member must be employed for twelve (12) months from the last date of hire to be able to use vacation.

1306.6 Payment In Lieu Of Vacation Days Off

Bargaining unit members employed as nine (9) or ten (10) month bargaining unit members will receive pay in lieu of vacation on the first pay day in September. The payment shall be based on the employee's scheduled work day as of September 1st. For bargaining unit members who worked only part of the year, the number of days shall be pro-rated. Payment will be made at the employee's step and rate in effect at the end of the school year, subject to the paragraph below.

The calculation for people whose hours are reduced in the last two months of the work year will be the average number of regular hours worked during the year:

(number of days x hourly rate ÷ the number of hours worked in the year)

Unit members hired after May 23, 2011 will not be eligible for the payment outlined in this Section.

1306.7 Eleven (11) Month Bargaining Unit Member(s) Vacation

Eleven (11) month bargaining unit members may take vacation during their work year on days when school is not open for classes with the approval of their immediate supervisor and the Superintendent or his/her designee. They may elect to work the entire number of days allocated for their position in the Master Calendar and receive pay for the vacation days in lieu of taking the days off. Payment will be made on the first pay day in September. This option is available only to persons who have completed a full year of employment.

1306.8 Bargaining Unit Member Returning To District (Vacation)

A bargaining unit member separating employment with South-Western City School District and later returning to the district employment shall be considered a new bargaining unit member for vacation purposes.

1306.9 Payment Upon Separation

When a bargaining unit member is separated from employment with South-Western City School District for any reason the bargaining unit member shall receive pay for all vacation accrued. In the event of a bargaining unit member's death, accrued vacation payment shall be made to the bargaining unit member's estate.

ARTICLE 14

LEAVE OF ABSENCE - UNPAID

SECTION 1400 LEAVES OF ABSENCE

The South-Western City Board of Education will grant leaves of absence pursuant to Ohio Law. The Superintendent, as executive officer of the Board of Education, will, upon receiving a written request for a leave of absence, present said request and his/her recommendation to the Board of Education.

- A. The Board shall grant leaves of absence when illness or other disability or maternity, paternity, child care or adoption is the reason for the request. The Board may grant such leaves for any other reason deemed sufficient by the Board in its discretion.
- B. All leaves of absence will have a duration not to exceed one year but shall be renewable for a second year upon application of the bargaining unit member where illness or other disability is the reason. Other unpaid leaves may be renewed for an additional year upon application to and approval by the Board.
 - 1. All leaves shall be without pay.
 - 2. The bargaining unit member must have completed at least three consecutive years of employment in South-Western City School District except in cases of illness or disability.
 - 3. No bargaining unit member shall be granted a leave to seek, pursue, or to engage in full-time gainful employment elsewhere. Violation of this section will be considered abandonment of contract, with the bargaining unit member waiving all employment rights, privileges and contract.
 - 4. The term of leave shall be scheduled in order to insure the least disruption to the educational program.
 - 5. All requests shall be in writing and shall include, but not be limited to, the following information:
 - a. Reason for requested leave.
 - b. Date leave is to begin and to end (effective dates of leave).
 - 6. Medical-related leaves shall be for the period of time necessary, up to two years, as verified by a doctor's statement. Upon return from medical leave the bargaining unit member must furnish a doctor's statement indicating the bargaining unit member is able to return to work and carry out the normal duties of his/her job.
 - 7. Leave of absence will not be granted to a provisional bargaining unit member, nor to a regular bargaining unit member during his/her initial probationary period.

8. At least two months prior to the expiration of the leave, the bargaining unit-member shall notify the Superintendent or his/her designee, concerning his/her intentions about returning at the end of the leave.
9. Leave of absence is granted by the school district and is not applicable to a specific school within the district. Therefore, the bargaining unit member will not be assured of the same assignment upon return from leave. The Superintendent or his/her designee will re-assign the bargaining unit member at the expiration of the leave. The assignment will be within the same classification.
10. An earlier termination of the leave, if requested in writing by the bargaining unit member, shall be at the discretion of the Superintendent and in accordance with the needs and the best interest of the school district.
11. Any bargaining unit member who does not comply with Section #8 above or who does not return to service at the stated termination date of such leave shall have abandoned his/her contract and shall terminate the Board's responsibility for continued employment.
12. Upon the return to service the bargaining unit member shall resume the employment status previously held, and shall maintain his/her current position on the salary schedule except he/she shall not be granted salary increments for the period of absence.
13. When a bargaining unit member is granted a leave of absence, his/her anniversary date will change by extending (advancing) the anniversary date by the number of work days the member was absent. No change in anniversary date will be made for the period of any medical leave granted a bargaining unit member based on an injury received in the course of employment with the district for which the member is receiving workers' compensation disability benefits.
14. The bargaining unit member shall pay their portion of the requested cost of retirement in the event he/she elects to purchase retirement credit for the period of the leave of absence.

SECTION 1401 EXTENDED MILITARY LEAVE

The South-Western City Board of Education will grant extended military leave pursuant to Ohio Law.

SECTION 1402 SHORT TERM PERSONAL LEAVE (NON-PAID/FIVE DAYS OR LESS)

The Superintendent or his/her designee may grant a short-term personal leave of five days or less without pay in abnormal, unusual or extreme circumstances. Such leave must be in the best interest of both the bargaining unit member and the school district, and will not be granted for the pleasure or mere convenience of the bargaining unit member. A bargaining unit member's anniversary date will be unaffected by short-term personal leave.

- A. Requests for short-term personal leave (non-paid) will be handled in the, following manner:

1. All requests must be made in writing, stating exact reason for the request and including the rationale for the request.
 2. The request shall be submitted in person to the principal or immediate supervisor at least 10 normal work days prior to the requested leave. Reasons and rationale for the request will be discussed at this time with the principal or immediate supervisor.
 3. Within three work days the principal or supervisor will submit the request to the Superintendent or his/her designee for disposition. A statement from the principal or supervisor shall accompany the request indicating:
 - a. That effective work plans, normal preparation have been provided;
 - b. That a qualified substitute is available when applicable; and
 - c. What effect the bargaining unit member's absence will have on the program.
- B The bargaining unit member may present his/her rationale for the request in person to the Superintendent or his/her designee prior to a decision being made regarding the request.
- C. Each request will be evaluated on an individual basis with the disposition based on the merits of the request. The Superintendent or his/her designee will notify the bargaining unit member in writing of the disposition of the request within five working days of receiving the request.

SECTION 1403 FAMILY AND MEDICAL LEAVE ACT

Notwithstanding any provision in this agreement to the contrary, each of the parties reserves all rights and responsibilities provided employers and employees under the Family and Medical Leave Act of 1993 (the Act). It is the intent of the parties that all rights regarding leaves provided by the Act shall be solely determined by the provisions of the Act and regulations adopted thereunder which will supersede and take the place of all related leave provisions contained in this agreement.

ARTICLE 15

ABSENCES FOR OTHER REASONS

SECTION 1500 TIME LOST WITH JUDICIAL PROCEEDINGS

1500.1 Court Appearance

- A. When a bargaining unit member is required to appear before a court or administrative agency, (other than the Board of Education) as a complainant or defendant regarding a matter directly related to the member's work assignment or work related responsibilities, there shall be no loss of wages or reduction in leave.

- B. When a bargaining unit member either chooses or is required to appear in court to defend against a charge brought against him/her in connection with the operation of a board-owned vehicle, there will be no loss of wages or reduction in leave if the driver is found not guilty.

1500.2 Subpoenaed Witness

If a bargaining unit member is subpoenaed as a witness regarding matters directly related to the member's work assignment, work related responsibilities, or other matters of such importance as to merit in the judgment of the Superintendent the member's attendance with paid leave, that bargaining unit member will be paid the difference between his/her salary and the amount paid by the court.

1500.3 Jury Duty

- A. The South-Western City Board of Education shall grant bargaining unit members leave with pay to serve on a jury on the bargaining unit member's regular scheduled work days. The leave shall not be charged against any other leaves. Requests for jury leave shall be submitted in writing to the bargaining unit member's immediate supervisor as far in advance as possible.

- B. The Board will pay bargaining unit members such member's regular compensation for serving as a juror.

1500.4 Involuntary Court Appearances

A bargaining unit member subpoenaed to appear in court for testimony in a case in which the member is neither a party to the litigation nor has any personal interest of any kind in the litigation will be granted paid leave without loss of pay or benefits for up to three days per year.

SECTION 1501 ABSENCE TO ATTEND FUNERAL/MEMORIAL SERVICE

To make it possible for the bargaining unit members to show honor or respect to a deceased student or bargaining unit member, it shall be the policy of the Board of Education that:

- A. The principal or supervisor may release a representative group of bargaining unit members of his/her building to attend a memorial service for the deceased student or member.
- B. Exceptions, such as closing school in a building, will be made at the discretion of the Superintendent. Permission to attend the funeral of any other person may be granted by the principal or supervisor and there shall be no loss of pay, where the absence is less than one-half day.

SECTION 1502 ABSENCE WITHOUT LEAVE

- A. A bargaining unit member who is absent from work five (5) consecutive work days without notice to the Board or an approved leave will be presumed to have abandoned all rights of employment.
- B. Prior to any action by the Board to end the employment of such an employee, written notice of a right to a hearing before the Assistant Superintendent or his/her designee will be sent by certified mail to the employee's last known address and the President of OAPSE Local #211. This hearing will not be scheduled to occur less than ten (10) working days after the fifth consecutive day of absence from work. If the employee does not appear at the hearing or fails to provide a reasonable explanation for his/her failure to report to work, the employee's absence will be considered a resignation that will be accepted by the Board.

ARTICLE 16

SALARY AND BENEFITS

SECTION 1600 PLACEMENT ON THE SALARY SCHEDULE

1600.1 Initial Placement (New Employees)

All classified employees, upon initial employment in South-Western City Schools will enter at steps one (1) through five (5) as determined by the Administration in relationship to their experience and skills.

This provision does not apply to new classifications or any of the following classifications, in which the maximum beginning step will be step ten (10):

- A. Specialist
- B. Secretary I

1600.2 Placement Upon Returning To District

Any person who is re-employed by South-Western City School District within one year after the effective date of resignation will be placed on the same salary step which he/she was on at the time of his/her resignation; if re-employment occurs within the second or third year after the effective date of resignation, then 1600.1 applies. The effective date of such member's employment upon return would be his/her new anniversary date for future increments. Persons re-employed more than three years after resignation will be considered new employees.

SECTION 1601 PAID MEETINGS

When a bargaining unit member is required by the member's supervisor or other administrative officer of the school district, to attend a meeting that is held outside his/her regular work hours, said member shall receive his/her regular rate of pay. Members who are required to attend disciplinary meetings pursuant to Section 1101 or grievance proceedings pursuant to Article IV will not be entitled to compensation for that time.

The use of written notification for meetings is restricted to administrators and/or supervisors who do not have representation or membership rights with OAPSE, Local 211.

The use of meetings under this provision does not apply to the general daily operational aspects of the school district unless specifically defined within the collective bargaining agreement.

SECTION 1602 OVERTIME

1602.1 Definition/Payment

Any bargaining unit member who works more than eight (8) hours in a day or more than forty (40) hours in a week shall be paid time and one-half (1½) for such hours worked.

Bus drivers shall be excluded from overtime payment for work over eight (8) hours in a day.

1602.2 Overtime - Saturday

Any bargaining unit member who is required to work on Saturday shall be paid time and one-half (1½) for all hours worked, providing Saturday is not a regularly scheduled work day for the employee and the employee has accrued forty (40) hours within the work week. If a shift begins on Saturday and continues into Sunday the Saturday rate will be applied to hours worked on Sunday.

1602.3 Overtime - Sunday

Any bargaining unit member who is required to begin a shift on Sunday shall be paid double (2) time for all hours of that shift which fall between 12:01 am. Sunday and midnight Sunday, providing Sunday is not a regularly scheduled work day, for the employee.

1602.4 Two (2) Hour Minimum

Any bargaining unit member who is called in to work outside of normal work hours shall be paid a minimum of two (2) hours pay.

1602.5 Holidays/Excused Absences

For the purpose of computing overtime, holiday and any excused absence shall count as time worked during the normal work week.

1602.6 Snow Removal/Two (2) People Per Truck

When it becomes necessary to have two persons per truck for snow removal the Superintendent or his/her designee shall be contacted for approval. Every reasonable effort will be made to provide each truck with communication equipment in good working order.

1602.7 Cafeteria and Custodial Employee/Presence Required

A cafeteria employee shall be assigned duty in the kitchen for a Board approved activity whenever the facility is open for such activity. Exceptions will be made for (1) certain school programs and (2) building use contracts for which:

- A. Utilities (i.e., electricity/water) are all that is needed and,
- B. Limited equipment (such as coffeepot) is used.
A custodial employee will be assigned when an activity is held in a building by an outside (non-school related) group, and a rental fee is being charged to the group.

Final determinations related to this section will be made by the Superintendent or his/her designee.

1602.8 Posting Overtime Assignments

Overtime assignments will be posted for a three (3) day period after such assignments are made in the following work areas:

- A. Bus Mechanics
- B. Maintenance
- C. Data

Bargaining unit members reserve the right of addressing overtime assignments through the provisions established in Section 10 of this collective bargaining agreement.

SECTION 1603 MILEAGE REIMBURSEMENT

Bargaining unit members who must drive their personal vehicles while performing school duties will be reimbursed at the maximum deductible rate permitted under Internal Revenue Service Regulations. Mileage reports are to be submitted to the employee's immediate supervisor for approval and the reimbursement shall be made on a monthly basis.

SECTION 1604 PAYMENT OF UNUSED SICK LEAVE UPON RETIREMENT (SEVERANCE PAY)

All regular classified employees who meet the minimum requirements for regular or disability retirement, have resigned and have made proper application with the retirement board and such application approved within ninety (90) days from resignation shall be entitled to receive compensation for accumulated sick leave days approved and not used under the following:

- A. The maximum number of severance paid days shall be 1/3 of the accumulated sick leave days up to 285 with the maximum paid days not to exceed 95 days.

The severance pay shall be calculated on the employee's regular rate of pay at the time of retirement.

- B. Payment shall be made only to such employees with five (5) or more years of service with the South-Western City School District and shall be made only once to any employee.
- C. Severance pay will be paid within 60 days from the effective date of retirement.
- D. If a bargaining unit member--otherwise eligible for severance pay as stipulated above--dies, payment equal to the amount the member would have qualified for under this Section shall be made to the member's estate.

SECTION 1605 CALAMITY DAYS/EARLY DISMISSAL/EMERGENCY CLOSING

1605.1 Calamity Day

A calamity day shall be defined as a day when school is closed because of an act of God, such as:

- A. Inclement weather making travel and/or work unsafe for students or employees.
- B. Flooding caused by excessive precipitation.
- C. Excessive snow, sleet, ice, or rain.
- D. Extremely cold temperatures.

For up to five calamity days in each school year that schools are closed due to a calamity and the school day for pupils is not required to be made up, bargaining unit members other than those specified below will not be required to report to work and will be paid their regular daily rate of pay. An exception to this would be those bargaining unit members such as maintenance personnel and custodians who may be required, by their immediate supervisor, to report to work to combat the calamity conditions, care for the safety of equipment and building, and/or prepare for opening of school. Bargaining unit members who are required to work shall be paid their regular daily wages and will receive compensatory time for the hours they are required to work.

Head custodians (or a year-long volunteer designee who is appointed by the head custodian and approved by the building principal for a particular building) are required to automatically report at normal working times on all calamity days. All maintenance employees are required to report for snow removal at the time posted by the supervisor. If the call-in decision is made after normal working hours, the call tree will be utilized.

When school is closed due to a calamity on any day after the first five calamity days in a school year, 9 and 10 month employees will not be required to report to work on the calamity day and will be paid at the regular rate of pay. Such employees will be required to work, without additional compensation on any makeup day scheduled by the Board.

When school is closed due to a calamity on any day after the first five calamity days in a school year, 11 and 12 month employees will be required to report to work unless travel to work over the public highways is prohibited due to a state of emergency declared by order of State or County law enforcement authorities. Employees prohibited from reporting to work due to a state of emergency shall be paid for the time lost due to the emergency and will not be subject to discipline or other loss of benefits.

1605.2 Early Dismissal Because of Calamity

When schools have opened for the morning session and there is early dismissal because of a calamity, all first (1st) shift bargaining unit members will continue working their regular hours or until their job is secured, the building and/or equipment they work with is secured, and all students are returned home safely. The Superintendent or his/her designee shall be responsible for releasing first (1st) shift personnel from their job on early dismissal. Subject to the provisions of Section 1605.1, first (1st) shift

personnel will be paid their regular daily rate of pay when they are released early because of early dismissal.

Bargaining unit members assigned to second (2nd) and third (3rd) shift will report to work as scheduled. The Superintendent or his/her designee will notify second (2nd) and third (3rd) shift bargaining unit members before 1:00 p.m. if they are not required to report to work.

Subject to the provisions of Section 1605.1, bargaining unit members assigned to second (2nd) and third (3rd) shifts will be paid their regular daily rate of pay when they are not required to be at work as per this section.

1605.3 Emergency Closing

Emergency closing, while school is in session, shall be defined as the closing of a building or buildings either for the entire day, a portion of the day, or for several days for such reasons as:

- A. Mechanical Failure
- B. Power Failure
- C. Lack of Water
- D. Frozen Water Line
- E. Heating System Failure
- F. Lack of Equipment
- G. Construction or Repair

On days when school is closed, for a portion of a day or for the entire day, because of an emergency as defined above, all bargaining unit members are required to work their required hours unless released by the Superintendent or his/her designee.

All bargaining unit members affected by an emergency closing shall work their regularly scheduled work hours and their regular shift except for second (2nd) and third (3rd) shift custodians who may be required to alter their shift.

Work locations of bargaining unit members may be altered to deal with the emergency.

The administration will provide working conditions that are safe, reasonable, comfortable, satisfactory and within the requirements of the bargaining unit member's job classification.

If work within the classification is not available as related to the conditions stated, the bargaining unit member shall be paid his/her regular day's wages.

SECTION 1606 PAYROLL

1606.1 Pay Dates

The two (2) pay days for classified personnel will be the 5th and the 20th of the month when the 5th or the 20th of the month falls on Saturday, Sunday, or a holiday, paychecks will be distributed on the last workday preceding said date.

1606.2 Direct Deposit of Pay

Each bargaining unit member will have his or her pay deposited directly through electronic transfer to a financial institution participating in the automatic clearing house system. Employees hired after November 1, 2010 shall receive their pay stub via email. Effective July 1, 2012, all employees will receive their pay stub via email.

1606.3 Pay Errors

Any error in a bargaining unit member's pay shall be reported to the Treasurer's Office no later than 2:00 p.m. on the next regular working day after the payday on which the error occurred. Failure to report such errors by that time shall result in said errors being corrected in the bargaining unit member's next pay. For those errors reported within the above time limit, every effort will be made to correct said errors by 4:00 p.m. on the day they are reported.

Errors which are the result of the bargaining unit member's failure to follow established payroll procedures (e.g., completing time sheets, meeting payroll deadlines, filing necessary withholding and other payroll forms, etc.) or the members failure to exercise reasonable care and responsibility in notifying the Treasurer's Office of relevant payroll information shall be corrected in the member's next pay.

1606.4 Exceptions Only Payroll

There will be an "exceptions only" payroll procedure for all bargaining unit members. Unit members will be paid on a schedule determined by the Treasurer's office, after discussion with the Union President, based on the master schedule. All employees hired after July 1, 2006 will be paid on "exception only" payroll.

1606.5 Year-round Pay For Less Than Twelve (12) Month Employees

A. The only less than twelve (12) month employees eligible for year-round pay are those who were already on year-round pay as of July 1, 2006, and who have not subsequently switched to exceptions only pay.

B. Calculation of Year-round Pay

Year-round pay will be paid over twenty-four (24) pays, per Section 1606.1, beginning each year on the date determined by the Treasurer's office, after discussion with the Union President, based on the master schedule.

The calculation for year-round pay will be done as follows:

1. Daily Hours Worked x Hourly Rate = Daily Rate of Pay
2. Annual Days/24 pays = Number of Days Paid per Pay

"Vacation pay" earned in the prior year, as discussed in Section 1306.1 of the Agreement, will be distributed with the first pay in September in a separate check/direct deposit.

C. Deductions

All applicable deductions will be taken out over twenty-four (24) pays. Any deductions not possible to take out over twenty-four (24) pays will be taken out according to the specification of the deduction.

D. Adjustments to Pay

Temporary increases in work hours will be paid via an extra-duty time sheet in the next applicable pay period.

1606.6 Pay Option for Less Than Twelve (12) Month Employees Who Were on Year-Round Pay as of July 1, 2006

Less than twelve (12) month employees hired prior to July 1, 2006 may remain on the year round pay system, but will have the option of switching to exception only pay. If an employee decides to switch to the exception only pay method, he/she will not be eligible to return to the year round method of payment. By June 30th of any year, the employee must notify the Treasurer on the prescribed form of his/her intent to participate in the exception only pay option.

SECTION 1607 RETIREMENT PICKUP

The Board of Education will pick up (assume and pay) contributions to the School Employees Retirement System on behalf of members of the bargaining unit with the following terms and conditions:

- A. The amount to be picked up and paid on behalf of each bargaining unit member shall be the total bargaining unit member contribution as required in Section 3309.47 of the Ohio Revised Code. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
- B. The Board shall compute and remit all applicable contributions to the S.E.R.S. based upon annual salary and/or earned compensation which includes the amount of pickup computed herein.
- C. The pickup percentage shall apply uniformly to all members of the bargaining unit. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.

SECTION 1608 PAYROLL DEDUCTIONS

1608.1 Deduction(s)

Deductions will be withheld equally from each paycheck, beginning with the September 20 payroll, except as otherwise indicated in this Agreement.

1608.2 Federal Income Tax

Federal income tax will be withheld from each wage payment in accordance with the bargaining unit member's exemption certificate and the applicable withholding rate.

1608.3 Ohio Income Tax

Ohio income tax will be withheld from each wage payment in accordance with the bargaining unit member's federal exemption certificate and the applicable withholding rate.

1608.4 City Income Tax

Many cities in the central Ohio community have a reciprocal income tax which is deducted from the salary by the Treasurer of the Board of Education.

1608.5 Tax Sheltered Annuity

The Treasurer may be authorized by the bargaining unit member to withhold certain portions of a salary to purchase tax sheltered annuities for the member. Annuities shall be purchased from the companies previously approved by the Board of Education. The income tax on the annuity portion of the income is then deferred to a later date.

1608.6 Group Insurance Premiums

The Treasurer is permitted, with the authorization of the bargaining unit member, to withhold portions of the bargaining unit member's salary to pay group insurance premiums. For bargaining unit members employed less than 11 months per year eighteen (18) deductions will be made, October through June.

1608.7 Credit Union Deduction

The Treasurer is permitted to withhold portions of the bargaining unit member's salary for savings or loan repayment to any credit union approved by the Board of Education.

1608.8 Political Action Committee Payroll Deduction

So long as permitted by Ohio Law, the Board will deduct from the wages of any bargaining unit member who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the bargaining unit member and may be revoked by the member at any time by giving written notice to both the Board and the Union. The Board agrees to remit any

deductions made pursuant to this provision to the Union in accordance with guidelines developed cooperatively between the Union and the District Treasurer the hold harmless provisions of Section 501.8 of this Agreement will apply to deductions made under this Section.

SECTION 1609 INSURANCE

1609.1 Insurances Available To Regular Employees

Health Care, Dental, Vision and Life Insurance shall be available to all regular bargaining unit members who choose to enroll in the insurance programs.

1609.2 Full Time Employee/Insurance Purpose

Regular Full-Time Employees -- For insurance purposes, , a regular full-time employee is defined as a person who is scheduled to work at least thirty (30) or more hours per week during the school year. Such full-time employees are entitled to full participation and benefits in all insurance programs provided by the Board of Education.

1609.3 Insurance Coverage/Leave Of Absence

Insurance Coverage During Leave Of Absence -- A bargaining unit member who is granted a leave of absence by the Board of Education may continue health care, vision, dental and life insurance coverage for the duration of such leave of absence to a maximum of two (2) years. However, the bargaining unit member must pay 100% of the premium(s) during the leave of absence.

1609.4 Payment of Premiums Table

Full-Time - (30 or more hours per week)

	<u>Health Care</u> *	<u>Vision</u>	<u>Dental</u>	<u>Life</u> **
Single	90% Paid By Board	100% Paid By Board	90% Paid By Board	\$30,000 Paid By Board
	10% Paid By Employee		10% Paid By Employee	
Family	65% Paid By Board	100% Paid By Board	90% Paid By Board	\$30,000 Paid By Board
	35% Paid By Employee		10% Paid By Employee	

Part-Time (Between 22.5 – 29.5 hours per week)

	<u>Health Care</u> *	<u>Vision</u>	<u>Dental</u>	<u>Life</u> **
Single and Family	50% Paid By Board	50% Paid By Board	50% Paid By Board	\$30,000 50% Paid By Board
	50% Paid By Employee	50% Paid By Employee	50% Paid By Employee	

Regular part-time employees who are scheduled to work less than 22.5 hours per week will be permitted to enroll in the District’s insurance plans as long as they pay 100% of the Board’s cost for the plans.

When the premiums or percentage of premiums are to be paid by the bargaining unit member, the premium will be deducted from the bargaining unit members' paycheck through regular payroll deduction procedures.

* For employees who enroll for family coverage and their spouse is also a full-time employee of the district, the Board will pay 65% of the total family premium plus the single premium cost.

** This is a decreasing term policy

1609.5 Application Procedures

Group Insurance Benefits - New classified employees who wish to enroll must do so within thirty (30) days of their effective employment (starting) date. All other bargaining unit members who wish to enroll or change coverage may do so only during the open enrollment period of each year. Exceptions to the open enrollment period would be granted due to marriage, divorce, death in immediate family, spouse laid off from job, etc.

1609.6 Medical Benefits Committee

The Board and the Union have full authority to determine the benefits and costs of the group insurance plan for all members of the bargaining unit, and are not bound by the terms of any of the Medical Benefits Committee documents. However, OAPSE will continue to be a member of the SWCS Medical Benefits Committee for the purpose of information gathering and processing, and will remain subject to any changes/actions made by the Committee, unless OAPSE negotiates a different arrangement with the Board.

1609.7 Insurance Records & Files

All files regarding insurance and insurance programs will be maintained in the Treasurer's Office. Requests for pamphlets, information about insurance programs, procedures for changing insurance program because of marriage, divorce, death of spouse, or change of employment status of spouse should be directed to the Treasurer's Office.

1609.8 Worker's Compensation

All bargaining unit members are protected under the Worker's Compensation Act of Ohio in cases of injury or death incurred in the course of and arising out of their employment.

1609.9 Student Insurance Program

Bargaining unit members may usually enroll and be insured through the Student Insurance Program that is offered each Fall at the opening of school. Information regarding this type of coverage is distributed by each principal in the buildings.

SECTION 1610 RETIREMENT INCENTIVE

1610.1 Eligibility For Retirement Incentive

Bargaining unit members who apply and are accepted for service retirement benefits from School Employees Retirement System with an effective retirement date of July 1 of the year in which the member first became eligible for retirement will be paid retirement incentive amounts as provided in Section 1610.02.¹ Members who do not retire within the time provided will forfeit eligibility for the retirement incentive.

1610.2 Retirement Incentive Amounts

Bargaining unit members who are eligible for retirement incentive payments and who retire in the year of first eligibility will be paid a lump sum retirement incentive payment (RI) based on the formula below.

$$RI = Y \times R \times H \times 4.33$$

Y = Number of credited retirement service years as determined by School Employees Retirement System.

R = Step I of employee's current salary schedule as of June 30 of the retirement year.

H = No. of hours employed per day at time of retirement.

For bargaining unit members employed less than full time during the last year of employment, this amount will be pro-rated.

1610.3 Payments

Retirement incentive payments shall be made during the month of January following the effective date of retirement.

¹ As used in this Section "year" means the twelve month period between July 1 and June 30.

SECTION 1611 MISCELLANEOUS SALARY PROVISIONS

Night Differential Pay \$0.45 per hour, as per Section 1700.7.

HEAD CUSTODIANS

Head Custodian I: Head Custodian at an Elementary School.

Head Custodian II: Head Custodian at a Middle School, an Intermediate School and/or any school that has a minimum of three (3) Head Start Units.

Head Custodian III: Head Custodian at a High School and also Southwestern Career Academy.

HEAD COOKS

Head Cook I: A lunchroom where the total number of cooks, including the Head Cook, is four or less.

Head Cook II: A lunchroom where the total number of cooks, including the Head Cook, is five or more.

Head Cook II: In Home schools for satellite school operations will receive \$0.40 per hour.

Lead Cook: In a designated satellite school will receive \$0.30 per hour.

MAINTENANCE I

Heavy Equipment Any Maintenance I person who is assigned to operate heavy equipment* will receive \$1.40 per hour only for those hours worked on that equipment.

Water Well Testing/
Waste Water Testing Any Maintenance I person who is licensed as a water well tester or waste water tester will receive an additional \$1.40 per hour for those hours worked in the testing of water wells or waste water.

* Heavy equipment shall mean loaders (longer than backhoe), bulldozers, off-highway trucks, graders, shovels and backhoes and manlifts (over 30 feet).

COMPUTER TECHS

Computer Techs The computer techs assigned to repairing and working on computers will receive \$.20¢ per hour.

SECTION1612**FLEXIBLE SPENDING PLAN**

The District will make available a Section 125 plan providing for a medical flexible spending account with a maximum annual limitation on the amount of contributions and benefits of \$2500 and a dependent care flexible spending account with a maximum annual limitation on the amount of contributions and benefits of \$5000 (or such lesser amount as may be provided by tax laws).

ARTICLE 17

WORKING CONDITIONS

SECTION 1700 HOURS OF WORK

1700.1 Normal Work Week

The normal work week for bargaining unit members shall consist of five (5) consecutive days, Monday through Friday, except where operation of the school system makes another schedule imperative.

1700.2 Normal Work Day

The normal work day for bargaining unit members shall consist of continuous hours of work except for bus drivers or where operation of the school system makes another schedule imperative.

1700.3 Definition - Full Time Employee

A full time employee shall be defined as an individual who works four and one-half (4 ½) or more hours daily.

1700.4 Established Work Week

Each year the Administration will establish an employee work schedule calendar after the Board has established the District-wide calendar. Once an employee's work week is established for the year it remains fixed, but may be changed if such change is to be permanent and is not designed to evade overtime payment. Such change shall occur at the beginning of the work week.

1700.5 Fifteen (15) Minute Break

Employees except bus drivers who work five (5) or more hours in a day shall be provided the opportunity for one (1) fifteen (15) minute break. This break should be planned in accordance with the work schedule and may be taken either in the a.m. or p.m.

1700.6 Employee Working In Higher Classification

Any employee who is assigned to work in a higher classification and completes three (3) consecutive days of work in such classification shall be paid at the appropriate step in the higher classification from the first day of such assignment.

1700.7 Night Pay Differential

The Board shall pay a shift differential of 45¢ per hour, in addition to the regular hourly rate, for bargaining unit members who are regularly scheduled to work a majority of their hours in a continuous shift between 4:00 p.m. and 6:00 a.m.

1700.8 Second Shift Employee Scheduling

Employees assigned a second shift schedule during the school year may be assigned to day shift duties during times when school is not in session. Such employees may also be assigned day shift duties for temporary periods not to exceed thirty work days in any school year. Advance notice of temporary shift changes will be provided not less than five (5) working days in advance of the change unless the employee and supervisor agree otherwise.

1700.9 Building Use Forms

To the extent possible, the building principal will make a reasonable effort to have approved building use forms placed in the mailbox of the Head Custodian prior to the event.

SECTION 1701 DUTY FREE LUNCH/EXCEPTIONS

1701.1 Cooks/Head Cooks/Day Custodians

Bargaining unit members shall have a duty free lunch period of not less than thirty (30) minutes and shall not receive compensation during the time allotted for lunch. The time allotted for the lunch period shall be outside the assigned work hours for which the bargaining unit member is paid. The nature of the job for all cooks and head cooks and day custodians make it almost impossible for those persons to have a duty free lunch period on days when school is in session. Therefore, the following shall be the exceptions to this section of the collective bargaining agreement.

1701.2 All Cooks and Head Cooks

On days when schools are in session, cooks and head cooks will not have a duty free lunch period and will eat lunch within the constraints of the school cafeteria schedule. Cooks' and head cooks' lunch will be provided at no cost to the employee on days when schools are in session. The lunch period for cooks and head cooks will be within the hours for which they are paid.

1701.3 All Custodians

On days when schools are in session, all day custodians will not have a duty free lunch period and shall eat lunch as time permits within the constraints of the school cafeteria schedule and their work schedule. This lunch period for all day custodians will be within the hours for which they are paid.

Any day a second shift custodian is directed by his/her immediate supervisor to remain on duty during his/her lunch period, the custodian may eat lunch as time permits and be required to work only eight (8) continuous hours that day, thus leaving 1/2 hour early. The custodian shall receive full eight (8) hours pay.

SECTION 1702 EMPLOYEE WORKING AT MORE THAN ONE LOCATION

Cooks, custodians and educational aides who because of their assignment must work in more than one (1) building shall be compensated for the actual time between locations, i.e. the time spent traveling

between work sites shall be figured within the employee's assigned work hours for which he/she receives pay. Travel from home to the work site is not compensable.

The supervisors shall be responsible for determining a reasonable actual driving time between sites for traveling bargaining unit members in their divisions.

SECTION 1703 HEALTH AND SAFETY

The employer agrees to provide a safe work place in compliance with applicable State and Federal laws and regulations. Members of the bargaining unit will report in writing unsafe conditions to their immediate supervisor. When the unsafe condition is believed to represent a hazard to the health or safety of the unit member, and if not remedied within ten working days after reporting, the member may request the Union to convene a conference committee between the Union and the Administration pursuant to Section 101 of this agreement. If not resolved at conference committee the issue may be contested as a grievance. Upon resort to any regulatory agency having jurisdiction over the subject of the grievance, the grievance will be waived.

SECTION 1704 DISPENSING MEDICINES

No bargaining unit member shall be required to dispense medication or medical treatment to any student. This Agreement shall not prohibit any member from voluntarily dispensing medication or providing health care procedures for students in the district.

SECTION 1705 DISCRIMINATION AND COERCION

There shall be no discrimination or intimidation by the Board or the Union against any employee because of race, color, creed, sex, age, national origin, handicap, or membership or non-membership in the Union.

SECTION 1706 DRUG TESTING

The parties agree that all employees, including but not limited to transportation employees, are subject to "reasonable suspicion" drug testing. The procedures used for reasonable suspicion testing of non-transportation employees will be the same as those used for transportation employees, as contained in Board Policy.

SECTION 1707 JOB DESCRIPTIONS

Job descriptions may be revised as necessary to identify and clarify the essential functions of the job in compliance with the Americans With Disabilities Act and other provisions of law without prior negotiations. Any revised job description for an existing position that results in a significant change of position duties or responsibilities from those currently required will be subject to negotiation regarding the effects of the changes. Copies of all revised descriptions will be provided to the Union President.

Job descriptions for Aides who ride Handicapped or SBH bus routes will reflect the physical requirements of the position including the ability to restrain and manage behavioral and physically handicapped pupils.

ARTICLE 18

HEAD START

SECTION 1800 HEAD START

1800.1 Fee Waivers

Fee Waivers earned by the Head Start Department will be available only to Head Start employees.

1800.2 Cross-Funding Bid and Transfer

Head Start Employees who, during the school year, bid on cross-funded vacancies (a position funded by a source other than the source of funding for the position then held by the employee, being either a state-funded position or a federally-funded position) will be awarded the bid by seniority but will not be assigned to that vacancy until the beginning of the next school year. The successful bidder's position shall not be declared vacant nor shall the successful bidder be barred from bidding on another vacancy until actual assignment to the new position occurs. A successful bidder may withdraw the bid at any time prior to actual assignment to the new position. This provision will not apply to Head Start employees bidding on vacant positions in the same funding stream as the one in which the Head Start employee is currently employed.

1800.3 Early Dismissal

The first paragraph of Section 1605.2 of this Agreement is applicable to Head Start employees. Staff needed to stay will be determined first by volunteers, then by a rotating seniority list.

1800.4 Work Year

Head Start employees will work the same yearly calendar as aides.

1800.5 Parent/Teacher Conferences

Parent/Teacher conferences will be held two times per year, outside of pupil contact time but within work hours.

1800.6 Summer Work

Prior to the close of the school year a notice will be provided to all Family Service Workers (FSWs) indicating which summer program related work will be available. FSWs wishing to apply will indicate in writing their intent to the Head Start director, not later than 10 days after the date of the notice. FSWs will be assigned work as it becomes available in order of seniority. FSWs will be compensated at step one of his/her classification for hours worked outside of the employee's regular school year. If no FSW applies, then any Head Start employee with prior summer enrollment experience shall be offered, by seniority, the summer work.

1800.7 Maintenance of Certification/Preschool Instructors

By July 10 of each year those positions requiring certification will have a current certificate on file with the director of Head Start. Head Start employees who do not have such a certificate will have up to one year to obtain the requisite certification. During this year Head Start employees without proper certification will be placed on the classroom assistant salary schedule at the step held on the Preschool Instructor salary schedule. During this period of non-certification the Head Start director will have the option of placing the individual in an alternate assignment. If the Head Start employee still does not have the required certification by the following July 10, the Head Start employee will be permanently placed in an alternate assignment. Even if proper certification is received within the one year period, there is no guarantee of an immediate return to a Preschool Instructor position, but the employee will be offered the next open Preschool Instructor position.

1800.8 Certification

All Head Start employees are also required to be in compliance with the State Department of Education Aides certification requirements.

1800.9 Conflict with Other Provisions

To the extent that a matter is dealt with in this Article, then this Article controls for Head Start employees. If there is a conflict between this Article and any other Article of the Collective Bargaining Agreement, this Article controls for Head Start employees. Provisions of the Collective Bargaining Agreement not dealt with in this Article are applicable to Head Start employees.

1800.10 Definition

All references to Head Start employees shall mean employees who are assigned to Head Start.

1800.11 Preschool Instructor RIF

If a preschool instructor is displaced or bumped due to a RIF, he/she will be considered an Aide for purposes of the RIF and will have bumping rights into that classification.

ARTICLE 19

PART-TIME EMPLOYEES

SECTION 1900 PART-TIME EMPLOYEES

- A. Bargaining unit members working less than six (6) hours per day will be employed as necessary for the efficient operation of the South-Western City School District.
- B. Those bargaining unit members will be paid in accordance with hourly rates established by the Board. Regularly employed part-time employees will be entitled to sick leave privileges and benefits, except insurance, on a pro-rated basis, based on a full-time schedule. Full time employee is defined in Section 1700.3.

ARTICLE 20

DRUG-FREE WORKPLACE ACT/SMOKING

SECTION 2000 DRUG-FREE WORKPLACE ACT

The Board policy on the Drug-Free Workplace Act of 1988, 41 USC 701 et seq., (Policy #7-0216) is hereby incorporated into this contract by reference.

- A. All members of the bargaining unit shall receive a copy of this provision and a copy of the board-adopted resolution regarding a drug-free workplace.
- B. "Drug Abuse Offenses" shall be defined as the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance as set forth in ORC 3719.01.
- C. "Workplace" is defined as any area under the control of the school district or at any school sponsored activity regardless of location.
- D. Any bargaining unit member convicted for a violation occurring in the workplace shall, no later than five (5) days after such conviction, notify the Superintendent.
- E. **Disciplinary Action**

Any bargaining unit member pleading guilty to or convicted in a court of law of a drug abuse offense occurring in the workplace shall be referred to a drug rehabilitation or intervention program unless the Board considers the offense of a serious enough nature to warrant disciplinary action in which case this contract and any applicable statutes would apply.

SECTION 2001 SMOKING PROHIBITED

Tobacco smoking is prohibited at all times in all buildings and on all property owned or controlled by the Board. The Board will provide reasonable, affirmative support and assistance to bargaining unit members who attempt to quit smoking. The District's Employee Assistance Program will be available to assist affected members at no additional cost to them.

ARTICLE 21

EMPLOYMENT OF RETIRED EMPLOYEES

- A. Prior employment in the District is no guarantee of post-retirement employment. Rehire is at the sole discretion of the Board.
- B. A previously retired employee ("PRE") will be placed on Step 5 of the salary schedule upon initial reemployment.
- C. PRE's will be placed on a one year term of employment that will automatically expire at the end of the term without any Employer action. No performance evaluations shall be required.
- D. PRE's may be re-employed from year to year, with Employer approval, but shall not become eligible for multi-year contracts or continuing contract status. The Employer will attempt to inform the PRE of the District's intent to rehire them for the next year no later than July 1.
- E. PRE's will retain all accrued seniority from pre-retirement employment with the District.
- F. PRE's shall not be eligible to participate in any contractual retirement incentive program or for severance pay upon separation from employment. Severance will be paid at the time of retirement, and that will eliminate all of the PRE's accrued sick leave, vacation and personal leave. Employees who retire during a contract year and return to work in that same contract year will not be able to use any personal leave days during the remainder of that contract year.
- G. PRE's shall not be eligible to participate in the District's medical or dental insurance program, unless they become ineligible to participate in the applicable retirement system's insurance programs.
- H. Notwithstanding their placement on the salary schedule, PRE's will be eligible for vacation leave as follows: their first year as a PRE, a maximum of two weeks; their second year as a PRE, a maximum of three weeks; their third year and thereafter, a maximum of four weeks. All eligibility is subject to the requirements contained in Section 1306 of this Agreement.
- I. PRE's shall be entitled to all contract benefits available to bargaining unit members except as otherwise limited by specific provisions of this Article.
- J. Employees who are rehired under this section may either waive their SERS benefits for a two month period and continue to work, or take two months off. If the choice is to take two months off, the timing of the two months shall be worked out between the employee, the immediate supervisor, and the personnel office. The two month period will not be considered to create a vacancy. That temporary opening may be filled by a substitute.

- K. An employee retiring during a contract year pursuant to Section I above will not lose their eligibility for the Section 1610 retirement incentive.
- L. The parties intend for the provisions of this Article to supercede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article. This includes, but is not limited to, ORC §§3319.081, 3319.083, 3319.084, 3319.141, 3317.12, and 124.39.

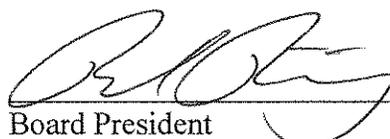
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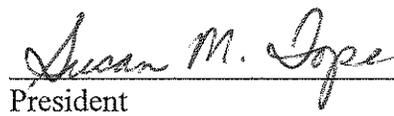
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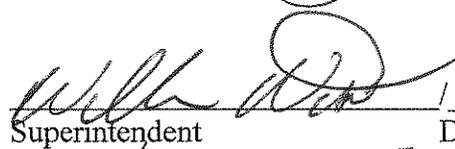
This Agreement is entered into between the South-Western City School District Board of Education, referred to as the "Board" and Local 211 of the Ohio Association of Public School Employees (O.A.P.S.E.)/A.F.S.C.M.E., AFL-CIO, referred to as the "Union," for the period from and including July 1, 2013 to midnight, June 30, 2016.

FOR THE BOARD OF EDUCATION

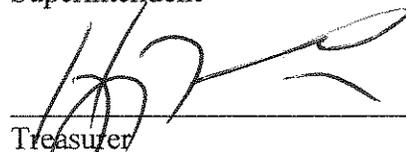
FOR THE OAPSE LOCAL 211


Board President 110/14/13
Date


President 110-22-2013
Date

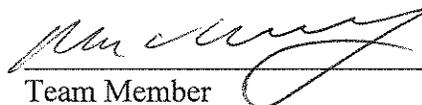

Superintendent 110/14/13
Date

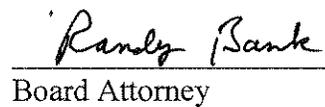

Vice-President 10-22-2013
Date

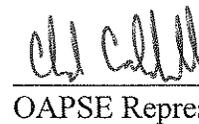

Treasurer 110/14/13
Date


Team Member 110/8/2013
Date


Director of Personnel 110-14-13
Date


Team Member 110/22/2013
Date


Board Attorney 110-3-13
Date


OAPSE Representative 110/22/13
Date

South-Western City Schools
Salary Schedule
Effective August 1, 2013

CAFETERIA EMPLOYEES

Step	CA - 1	CA - 2	CA - 3	CA - 4
	Head Cook II	Head Cook I	Cook	Food Transp.
1	\$15.30	\$14.90	\$13.84	\$17.98
2	\$15.91	\$15.47	\$14.33	\$18.72
3	\$16.22	\$15.78	\$14.56	\$19.16
4	\$16.43	\$16.12	\$14.76	\$19.52
5	\$16.80	\$16.39	\$15.10	\$19.92
6	\$17.11	\$16.60	\$15.34	\$20.34
7	\$17.40	\$16.90	\$15.54	\$20.76
8	\$17.76	\$17.24	\$15.81	\$21.22
9	\$18.06	\$17.53	\$16.12	\$21.71
10	\$18.43	\$17.76	\$16.39	\$22.15
11	\$18.47	\$17.83	\$16.45	\$22.21
12	\$18.51	\$17.90	\$16.51	\$22.26
13	\$18.57	\$17.98	\$16.55	\$22.34
14	\$18.64	\$18.06	\$16.60	\$22.41
15	\$18.69	\$18.11	\$16.68	\$22.48
16	\$18.75	\$18.15	\$16.76	\$22.54
17	\$18.82	\$18.25	\$16.83	\$22.61
18	\$18.90	\$18.34	\$16.90	\$22.68
19	\$18.95	\$18.40	\$16.94	\$22.75
20	\$19.00	\$18.47	\$16.98	\$22.80
21	\$19.09	\$18.55	\$17.10	\$22.88
22	\$19.28	\$18.74	\$17.30	\$23.07
25	\$19.38	\$18.84	\$17.40	\$23.17
30	\$19.48	\$18.94	\$17.50	\$23.27

South-Western City Schools
Salary Schedule
Effective July 1, 2014

CAFETERIA EMPLOYEES

Step	CA - 1	CA - 2	CA - 3	CA - 4
	Head Cook II	Head Cook I	Cook	Food Transp.
1	\$15.61	\$15.20	\$14.12	\$18.34
2	\$16.23	\$15.78	\$14.62	\$19.09
3	\$16.54	\$16.10	\$14.85	\$19.54
4	\$16.76	\$16.44	\$15.06	\$19.91
5	\$17.14	\$16.72	\$15.40	\$20.32
6	\$17.45	\$16.93	\$15.65	\$20.75
7	\$17.75	\$17.24	\$15.85	\$21.18
8	\$18.12	\$17.58	\$16.13	\$21.64
9	\$18.42	\$17.88	\$16.44	\$22.14
10	\$18.80	\$18.12	\$16.72	\$22.59
11	\$18.84	\$18.19	\$16.78	\$22.65
12	\$18.88	\$18.26	\$16.84	\$22.71
13	\$18.94	\$18.34	\$16.88	\$22.79
14	\$19.01	\$18.42	\$16.93	\$22.86
15	\$19.06	\$18.47	\$17.01	\$22.93
16	\$19.13	\$18.51	\$17.10	\$22.99
17	\$19.20	\$18.62	\$17.17	\$23.06
18	\$19.28	\$18.71	\$17.24	\$23.13
19	\$19.33	\$18.77	\$17.28	\$23.21
20	\$19.38	\$18.84	\$17.32	\$23.26
21	\$19.47	\$18.92	\$17.44	\$23.34
22	\$19.67	\$19.11	\$17.65	\$23.53
25	\$19.77	\$19.21	\$17.75	\$23.63
30	\$19.87	\$19.31	\$17.85	\$23.73

South-Western City Schools
Salary Schedule
Effective July 1, 2015

CAFETERIA EMPLOYEES

Step	CA - 1	CA - 2	CA - 3	CA - 4
	Head Cook II	Head Cook I	Cook	Food Transp.
1	\$15.92	\$15.50	\$14.40	\$18.71
2	\$16.55	\$16.10	\$14.91	\$19.47
3	\$16.87	\$16.42	\$15.15	\$19.93
4	\$17.10	\$16.77	\$15.36	\$20.31
5	\$17.48	\$17.05	\$15.71	\$20.73
6	\$17.80	\$17.27	\$15.96	\$21.17
7	\$18.11	\$17.58	\$16.17	\$21.60
8	\$18.48	\$17.93	\$16.45	\$22.07
9	\$18.79	\$18.24	\$16.77	\$22.58
10	\$19.18	\$18.48	\$17.05	\$23.04
11	\$19.22	\$18.55	\$17.12	\$23.10
12	\$19.26	\$18.63	\$17.18	\$23.16
13	\$19.32	\$18.71	\$17.22	\$23.25
14	\$19.39	\$18.79	\$17.27	\$23.32
15	\$19.44	\$18.84	\$17.35	\$23.39
16	\$19.51	\$18.88	\$17.44	\$23.45
17	\$19.58	\$18.99	\$17.51	\$23.52
18	\$19.67	\$19.08	\$17.58	\$23.59
19	\$19.72	\$19.15	\$17.63	\$23.67
20	\$19.77	\$19.22	\$17.67	\$23.73
21	\$19.86	\$19.30	\$17.79	\$23.81
22	\$20.06	\$19.49	\$18.00	\$24.00
25	\$20.16	\$19.59	\$18.10	\$24.10
30	\$20.26	\$19.69	\$18.20	\$24.20

APPENDIX B
South-Western City Schools
Salary Schedule
Effective August 1, 2013

CENTRAL OFFICE EMPLOYEES

Step	CO-1	CO-2	CO-4
	Accounts Pay. Mgr.	Central Off. Secretary	Printer
1	\$16.88	\$16.45	\$19.57
2	\$17.61	\$17.11	\$20.48
3	\$17.94	\$17.48	\$20.91
4	\$18.49	\$17.76	\$21.44
5	\$18.79	\$18.06	\$21.98
6	\$19.00	\$18.47	\$22.52
7	\$19.50	\$18.72	\$23.03
8	\$19.86	\$19.09	\$23.60
9	\$20.34	\$19.50	\$24.24
10	\$20.72	\$19.84	\$24.81
11	\$20.80	\$19.88	\$24.88
12	\$20.89	\$19.92	\$24.94
13	\$20.93	\$20.00	\$24.98
14	\$20.97	\$20.09	\$25.02
15	\$21.03	\$20.15	\$25.09
16	\$21.10	\$20.19	\$25.15
17	\$21.17	\$20.27	\$25.21
18	\$21.22	\$20.36	\$25.29
19	\$21.28	\$20.42	\$25.36
20	\$21.34	\$20.48	\$25.42
21	\$21.42	\$20.56	\$25.50
22	\$21.60	\$20.76	\$25.68
25	\$21.70	\$20.86	\$25.78
30	\$21.80	\$20.96	\$25.88

South-Western City Schools
Salary Schedule
Effective July 1, 2014

CENTRAL OFFICE EMPLOYEES

Step	CO-1	CO-2	CO-4
	Accounts Pay. Mgr.	Central Off. Secretary	Printer
1	\$17.22	\$16.78	\$19.96
2	\$17.96	\$17.45	\$20.89
3	\$18.30	\$17.83	\$21.33
4	\$18.86	\$18.12	\$21.87
5	\$19.17	\$18.42	\$22.42
6	\$19.38	\$18.84	\$22.97
7	\$19.89	\$19.09	\$23.49
8	\$20.26	\$19.47	\$24.07
9	\$20.75	\$19.89	\$24.72
10	\$21.13	\$20.24	\$25.31
11	\$21.22	\$20.28	\$25.38
12	\$21.31	\$20.32	\$25.44
13	\$21.35	\$20.40	\$25.48
14	\$21.39	\$20.49	\$25.52
15	\$21.45	\$20.55	\$25.59
16	\$21.52	\$20.59	\$25.65
17	\$21.59	\$20.68	\$25.71
18	\$21.64	\$20.77	\$25.80
19	\$21.71	\$20.83	\$25.87
20	\$21.77	\$20.89	\$25.93
21	\$21.85	\$20.97	\$26.01
22	\$22.03	\$21.18	\$26.19
25	\$22.13	\$21.28	\$26.29
30	\$22.23	\$21.38	\$26.39

South-Western City Schools
Salary Schedule
Effective July 1, 2015

CENTRAL OFFICE EMPLOYEES

Step	CO-1	CO-2	CO-4
	Accounts Pay. Mgr.	Central Off. Secretary	Printer
1	\$17.56	\$17.12	\$20.36
2	\$18.32	\$17.80	\$21.31
3	\$18.67	\$18.19	\$21.76
4	\$19.24	\$18.48	\$22.31
5	\$19.55	\$18.79	\$22.87
6	\$19.77	\$19.22	\$23.43
7	\$20.29	\$19.47	\$23.96
8	\$20.67	\$19.86	\$24.55
9	\$21.17	\$20.29	\$25.21
10	\$21.55	\$20.64	\$25.82
11	\$21.64	\$20.69	\$25.89
12	\$21.74	\$20.73	\$25.95
13	\$21.78	\$20.81	\$25.99
14	\$21.82	\$20.90	\$26.03
15	\$21.88	\$20.96	\$26.10
16	\$21.95	\$21.00	\$26.16
17	\$22.02	\$21.09	\$26.22
18	\$22.07	\$21.19	\$26.32
19	\$22.14	\$21.25	\$26.39
20	\$22.21	\$21.31	\$26.45
21	\$22.29	\$21.39	\$26.53
22	\$22.47	\$21.60	\$26.71
25	\$22.57	\$21.70	\$26.81
30	\$22.67	\$21.80	\$26.91

South-Western City Schools
Salary Schedule
Effective August 1, 2013

CUSTODIAL EMPLOYEES

Step	CU - 1	CU - 2	CU - 3	CU - 4
	Custodian	Head Custodian I	Head Custodian II	Head Custodian III
1	\$15.73	\$16.62	\$16.80	\$17.06
2	\$16.51	\$17.38	\$17.53	\$17.80
3	\$16.82	\$17.76	\$17.90	\$18.15
4	\$17.20	\$18.06	\$18.19	\$18.53
5	\$17.53	\$18.43	\$18.62	\$18.88
6	\$17.90	\$18.79	\$18.92	\$19.24
7	\$18.26	\$19.07	\$19.24	\$19.52
8	\$18.62	\$19.50	\$19.60	\$19.92
9	\$18.98	\$19.88	\$20.02	\$20.34
10	\$19.38	\$20.21	\$20.42	\$20.66
11	\$19.44	\$20.30	\$20.46	\$20.72
12	\$19.50	\$20.40	\$20.50	\$20.78
13	\$19.53	\$20.44	\$20.57	\$20.87
14	\$19.56	\$20.48	\$20.66	\$20.95
15	\$19.66	\$20.54	\$20.72	\$21.00
16	\$19.75	\$20.61	\$20.78	\$21.06
17	\$19.83	\$20.69	\$20.86	\$21.13
18	\$19.90	\$20.76	\$20.93	\$21.20
19	\$19.96	\$20.84	\$20.97	\$21.25
20	\$20.02	\$20.93	\$21.02	\$21.30
21	\$20.12	\$21.01	\$21.10	\$21.39
22	\$20.31	\$21.22	\$21.30	\$21.58
25	\$20.41	\$21.32	\$21.40	\$21.68
30	\$20.51	\$21.42	\$21.50	\$21.78

South-Western City Schools
Salary Schedule
Effective July 1, 2014

CUSTODIAL EMPLOYEES

Step	CU - 1	CU - 2	CU - 3	CU - 4
	Custodian	Head Custodian I	Head Custodian II	Head Custodian III
1	\$16.04	\$16.95	\$17.14	\$17.40
2	\$16.84	\$17.73	\$17.88	\$18.16
3	\$17.16	\$18.12	\$18.26	\$18.51
4	\$17.54	\$18.42	\$18.55	\$18.90
5	\$17.88	\$18.80	\$18.99	\$19.26
6	\$18.26	\$19.17	\$19.30	\$19.62
7	\$18.63	\$19.45	\$19.62	\$19.91
8	\$18.99	\$19.89	\$19.99	\$20.32
9	\$19.36	\$20.28	\$20.42	\$20.75
10	\$19.77	\$20.61	\$20.83	\$21.07
11	\$19.83	\$20.71	\$20.87	\$21.13
12	\$19.89	\$20.81	\$20.91	\$21.20
13	\$19.92	\$20.85	\$20.98	\$21.29
14	\$19.95	\$20.89	\$21.07	\$21.37
15	\$20.05	\$20.95	\$21.13	\$21.42
16	\$20.15	\$21.02	\$21.20	\$21.48
17	\$20.23	\$21.10	\$21.28	\$21.55
18	\$20.30	\$21.18	\$21.35	\$21.62
19	\$20.36	\$21.26	\$21.39	\$21.68
20	\$20.42	\$21.35	\$21.44	\$21.73
21	\$20.52	\$21.43	\$21.52	\$21.82
22	\$20.72	\$21.64	\$21.73	\$22.01
25	\$20.82	\$21.74	\$21.83	\$22.11
30	\$20.92	\$21.84	\$21.93	\$22.21

South-Western City Schools
Salary Schedule
Effective July 1, 2015

CUSTODIAL EMPLOYEES

Step	CU - 1	CU - 2	CU - 3	CU - 4
	Custodian	Head Custodian I	Head Custodian II	Head Custodian III
1	\$16.36	\$17.29	\$17.48	\$17.75
2	\$17.18	\$18.08	\$18.24	\$18.52
3	\$17.50	\$18.48	\$18.63	\$18.88
4	\$17.89	\$18.79	\$18.92	\$19.28
5	\$18.24	\$19.18	\$19.37	\$19.65
6	\$18.63	\$19.55	\$19.69	\$20.01
7	\$19.00	\$19.84	\$20.01	\$20.31
8	\$19.37	\$20.29	\$20.39	\$20.73
9	\$19.75	\$20.69	\$20.83	\$21.17
10	\$20.17	\$21.02	\$21.25	\$21.49
11	\$20.23	\$21.12	\$21.29	\$21.55
12	\$20.29	\$21.23	\$21.33	\$21.62
13	\$20.32	\$21.27	\$21.40	\$21.72
14	\$20.35	\$21.31	\$21.49	\$21.80
15	\$20.45	\$21.37	\$21.55	\$21.85
16	\$20.55	\$21.44	\$21.62	\$21.91
17	\$20.63	\$21.52	\$21.71	\$21.98
18	\$20.71	\$21.60	\$21.78	\$22.05
19	\$20.77	\$21.69	\$21.82	\$22.11
20	\$20.83	\$21.78	\$21.87	\$22.16
21	\$20.93	\$21.86	\$21.95	\$22.26
22	\$21.13	\$22.07	\$22.16	\$22.45
25	\$21.23	\$22.17	\$22.26	\$22.55
30	\$21.33	\$22.27	\$22.36	\$22.65

South-Western City Schools
Salary Schedule
Effective August 1, 2013

DATA PROCESSING EMPLOYEES

Step	DP - 2	DP - 3	DP - 4	DP - 6
	Prog- rammer	Opr. Coord./ Support Desk/ Tele. Tech.	Senior Operator	Computer Tech.
1	\$25.26	\$22.68	\$19.06	\$17.98
2	\$26.48	\$23.79	\$19.92	\$18.72
3	\$27.12	\$24.38	\$20.52	\$19.16
4	\$27.80	\$24.96	\$20.89	\$19.52
5	\$28.56	\$25.61	\$21.41	\$19.92
6	\$29.22	\$26.28	\$21.89	\$20.34
7	\$30.05	\$26.95	\$22.43	\$20.76
8	\$30.87	\$27.62	\$22.94	\$21.22
9	\$31.63	\$28.32	\$23.51	\$21.71
10	\$32.41	\$29.05	\$24.12	\$22.15
11	\$32.50	\$29.10	\$24.17	\$22.21
12	\$32.57	\$29.15	\$24.24	\$22.26
13	\$32.65	\$29.21	\$24.31	\$22.34
14	\$32.74	\$29.26	\$24.38	\$22.41
15	\$32.82	\$29.37	\$24.44	\$22.48
16	\$32.91	\$29.45	\$24.49	\$22.54
17	\$32.96	\$29.51	\$24.56	\$22.61
18	\$33.02	\$29.57	\$24.62	\$22.68
19	\$33.09	\$29.63	\$24.71	\$22.75
20	\$33.17	\$29.68	\$24.81	\$22.80
21	\$33.25	\$29.76	\$24.90	\$22.88
22	\$33.44	\$29.96	\$25.08	\$23.07
25	\$33.54	\$30.06	\$25.18	\$23.17
30	\$33.64	\$30.16	\$25.28	\$23.27

South-Western City Schools
Salary Schedule
Effective July 1, 2014

DATA PROCESSING EMPLOYEES

Step	DP - 2	DP - 3	DP - 4	DP - 6
	Prog- rammer	Opr. Coord./ Support Desk/ Tele. Tech.	Senior Operator	Computer Tech.
1	\$25.77	\$23.13	\$19.44	\$18.34
2	\$27.01	\$24.27	\$20.32	\$19.09
3	\$27.66	\$24.87	\$20.93	\$19.54
4	\$28.36	\$25.46	\$21.31	\$19.91
5	\$29.13	\$26.12	\$21.84	\$20.32
6	\$29.80	\$26.81	\$22.33	\$20.75
7	\$30.65	\$27.49	\$22.88	\$21.18
8	\$31.49	\$28.17	\$23.40	\$21.64
9	\$32.26	\$28.89	\$23.98	\$22.14
10	\$33.06	\$29.63	\$24.60	\$22.59
11	\$33.15	\$29.68	\$24.65	\$22.65
12	\$33.22	\$29.73	\$24.72	\$22.71
13	\$33.30	\$29.79	\$24.80	\$22.79
14	\$33.39	\$29.85	\$24.87	\$22.86
15	\$33.48	\$29.96	\$24.93	\$22.93
16	\$33.57	\$30.04	\$24.98	\$22.99
17	\$33.62	\$30.10	\$25.05	\$23.06
18	\$33.68	\$30.16	\$25.11	\$23.13
19	\$33.75	\$30.22	\$25.20	\$23.21
20	\$33.83	\$30.27	\$25.31	\$23.26
21	\$33.92	\$30.36	\$25.40	\$23.34
22	\$34.11	\$30.56	\$25.58	\$23.53
25	\$34.21	\$30.66	\$25.68	\$23.63
30	\$34.31	\$30.76	\$25.78	\$23.73

South-Western City Schools
Salary Schedule
Effective July 1, 2015

DATA PROCESSING EMPLOYEES

Step	DP - 2	DP - 3	DP - 4	DP - 6
	Prog- rammer	Opr. Coord./ Support Desk/ Tele. Tech.	Senior Operator	Computer Tech.
1	\$26.29	\$23.59	\$19.83	\$18.71
2	\$27.55	\$24.76	\$20.73	\$19.47
3	\$28.21	\$25.37	\$21.35	\$19.93
4	\$28.93	\$25.97	\$21.74	\$20.31
5	\$29.71	\$26.64	\$22.28	\$20.73
6	\$30.40	\$27.35	\$22.78	\$21.17
7	\$31.26	\$28.04	\$23.34	\$21.60
8	\$32.12	\$28.73	\$23.87	\$22.07
9	\$32.91	\$29.47	\$24.46	\$22.58
10	\$33.72	\$30.22	\$25.09	\$23.04
11	\$33.81	\$30.27	\$25.14	\$23.10
12	\$33.88	\$30.32	\$25.21	\$23.16
13	\$33.97	\$30.39	\$25.30	\$23.25
14	\$34.06	\$30.45	\$25.37	\$23.32
15	\$34.15	\$30.56	\$25.43	\$23.39
16	\$34.24	\$30.64	\$25.48	\$23.45
17	\$34.29	\$30.70	\$25.55	\$23.52
18	\$34.35	\$30.76	\$25.61	\$23.59
19	\$34.43	\$30.82	\$25.70	\$23.67
20	\$34.51	\$30.88	\$25.82	\$23.73
21	\$34.60	\$30.97	\$25.91	\$23.81
22	\$34.79	\$31.17	\$26.09	\$24.00
25	\$34.89	\$31.27	\$26.19	\$24.10
30	\$34.99	\$31.37	\$26.29	\$24.20

South-Western City Schools
Salary Schedule
Effective August 1, 2013

HEAD START

Step	HS - 1
	Preschool Instructor
1	\$16.43
2	\$16.98
3	\$17.30
4	\$17.63
5	\$17.90
6	\$18.15
7	\$18.45
8	\$18.81
9	\$19.14
10	\$19.48
11	\$19.54
12	\$19.60
13	\$19.71
14	\$19.79
15	\$19.84
16	\$19.88
17	\$19.94
18	\$20.00
19	\$20.07
20	\$20.15
21	\$20.24
22	\$20.44
25	\$20.54
30	\$20.64

South-Western City Schools
Salary Schedule
Effective July 1, 2014

HEAD START

Step	HS - 1
	Preschool Instructor
1	\$16.76
2	\$17.32
3	\$17.65
4	\$17.98
5	\$18.26
6	\$18.51
7	\$18.82
8	\$19.19
9	\$19.52
10	\$19.87
11	\$19.93
12	\$19.99
13	\$20.10
14	\$20.19
15	\$20.24
16	\$20.28
17	\$20.34
18	\$20.40
19	\$20.47
20	\$20.55
21	\$20.64
22	\$20.85
25	\$20.95
30	\$21.05

South-Western City Schools
Salary Schedule
Effective July 1, 2015

HEAD START

Step	HS - 1
	Preschool Instructor
1	\$17.10
2	\$17.67
3	\$18.00
4	\$18.34
5	\$18.63
6	\$18.88
7	\$19.20
8	\$19.57
9	\$19.91
10	\$20.27
11	\$20.33
12	\$20.39
13	\$20.50
14	\$20.59
15	\$20.64
16	\$20.69
17	\$20.75
18	\$20.81
19	\$20.88
20	\$20.96
21	\$21.05
22	\$21.27
25	\$21.37
30	\$21.47

South-Western City Schools
Salary Schedule
Effective August 1, 2013

PROPERTY SERVICE EMPLOYEES

Step	ME - 1	ME - 2	ME - 3
	Specialist	Maint. I Courier	Lic. Elec. MasterPlmb.
1	\$19.57	\$17.98	\$25.26
2	\$20.48	\$18.72	\$26.48
3	\$20.91	\$19.16	\$27.12
4	\$21.44	\$19.52	\$27.80
5	\$21.98	\$19.92	\$28.56
6	\$22.52	\$20.34	\$29.22
7	\$23.03	\$20.76	\$30.05
8	\$23.60	\$21.22	\$30.87
9	\$24.24	\$21.71	\$31.63
10	\$24.81	\$22.15	\$32.41
11	\$24.88	\$22.21	\$32.50
12	\$24.94	\$22.26	\$32.57
13	\$24.98	\$22.34	\$32.65
14	\$25.02	\$22.41	\$32.74
15	\$25.09	\$22.48	\$32.82
16	\$25.15	\$22.54	\$32.91
17	\$25.21	\$22.61	\$32.96
18	\$25.29	\$22.68	\$33.02
19	\$25.36	\$22.75	\$33.09
20	\$25.42	\$22.80	\$33.17
21	\$25.50	\$22.88	\$33.25
22	\$25.68	\$23.07	\$33.44
25	\$25.78	\$23.17	\$33.54
30	\$25.88	\$23.27	\$33.64

South-Western City Schools
Salary Schedule
Effective July 1, 2014

PROPERTY SERVICE EMPLOYEES

Step	ME - 1	ME - 2	ME - 3
	Specialist	Maint. I Courier	Lic. Elec. MasterPlmb.
1	\$19.96	\$18.34	\$25.77
2	\$20.89	\$19.09	\$27.01
3	\$21.33	\$19.54	\$27.66
4	\$21.87	\$19.91	\$28.36
5	\$22.42	\$20.32	\$29.13
6	\$22.97	\$20.75	\$29.80
7	\$23.49	\$21.18	\$30.65
8	\$24.07	\$21.64	\$31.49
9	\$24.72	\$22.14	\$32.26
10	\$25.31	\$22.59	\$33.06
11	\$25.38	\$22.65	\$33.15
12	\$25.44	\$22.71	\$33.22
13	\$25.48	\$22.79	\$33.30
14	\$25.52	\$22.86	\$33.39
15	\$25.59	\$22.93	\$33.48
16	\$25.65	\$22.99	\$33.57
17	\$25.71	\$23.06	\$33.62
18	\$25.80	\$23.13	\$33.68
19	\$25.87	\$23.21	\$33.75
20	\$25.93	\$23.26	\$33.83
21	\$26.01	\$23.34	\$33.92
22	\$26.19	\$23.53	\$34.11
25	\$26.29	\$23.63	\$34.21
30	\$26.39	\$23.73	\$34.31

South-Western City Schools
Salary Schedule
Effective July 1, 2015

PROPERTY SERVICE EMPLOYEES

Step	ME - 1	ME - 2	ME - 3
	Specialist	Maint. I Courier	Lic. Elec. MasterPlmb.
1	\$20.36	\$18.71	\$26.29
2	\$21.31	\$19.47	\$27.55
3	\$21.76	\$19.93	\$28.21
4	\$22.31	\$20.31	\$28.93
5	\$22.87	\$20.73	\$29.71
6	\$23.43	\$21.17	\$30.40
7	\$23.96	\$21.60	\$31.26
8	\$24.55	\$22.07	\$32.12
9	\$25.21	\$22.58	\$32.91
10	\$25.82	\$23.04	\$33.72
11	\$25.89	\$23.10	\$33.81
12	\$25.95	\$23.16	\$33.88
13	\$25.99	\$23.25	\$33.97
14	\$26.03	\$23.32	\$34.06
15	\$26.10	\$23.39	\$34.15
16	\$26.16	\$23.45	\$34.24
17	\$26.22	\$23.52	\$34.29
18	\$26.32	\$23.59	\$34.35
19	\$26.39	\$23.67	\$34.43
20	\$26.45	\$23.73	\$34.51
21	\$26.53	\$23.81	\$34.60
22	\$26.71	\$24.00	\$34.79
25	\$26.81	\$24.10	\$34.89
30	\$26.91	\$24.20	\$34.99

South-Western City Schools
Salary Schedule
Effective August 1, 2013

SCHOOL OFFICE EMPLOYEES

Step	SO - 1	SO - 2	SO - 3	SO - 4	SO - 5	SO - 6	SO - 7
	Secretary I	Secretary II	Activity Acct. Clerk	Deaf Interpreter	Aides	Bilingual Asst.	COTA/L
1	\$15.73	\$15.40	\$15.40	\$25.26	\$14.90	\$14.90	\$19.37
2	\$16.39	\$16.14	\$16.14	\$26.48	\$15.45	\$15.45	\$20.34
3	\$16.60	\$16.39	\$16.39	\$27.12	\$15.76	\$15.76	\$20.78
4	\$16.96	\$16.60	\$16.60	\$27.80	\$16.12	\$16.12	\$21.30
5	\$17.30	\$16.96	\$16.96	\$28.56	\$16.39	\$16.39	\$21.82
6	\$17.61	\$17.30	\$17.30	\$29.22	\$16.60	\$16.60	\$22.33
7	\$17.90	\$17.61	\$17.61	\$30.05	\$16.90	\$16.90	\$22.82
8	\$18.30	\$17.90	\$17.90	\$30.87	\$17.30	\$17.30	\$23.42
9	\$18.62	\$18.30	\$18.30	\$31.63	\$17.61	\$17.61	\$24.04
10	\$18.84	\$18.62	\$18.62	\$32.41	\$17.94	\$17.94	\$24.53
11	\$18.91	\$18.67	\$18.67	\$32.50	\$18.03	\$18.03	\$24.61
12	\$18.98	\$18.72	\$18.72	\$32.57	\$18.11	\$18.11	\$24.68
13	\$19.07	\$18.78	\$18.78	\$32.65	\$18.18	\$18.18	\$24.77
14	\$19.16	\$18.84	\$18.84	\$32.74	\$18.26	\$18.26	\$24.85
15	\$19.22	\$18.91	\$18.91	\$32.82	\$18.31	\$18.31	\$24.91
16	\$19.28	\$18.98	\$18.98	\$32.91	\$18.36	\$18.36	\$24.96
17	\$19.36	\$19.03	\$19.03	\$32.96	\$18.42	\$18.42	\$25.02
18	\$19.44	\$19.09	\$19.09	\$33.02	\$18.49	\$18.49	\$25.09
19	\$19.49	\$19.17	\$19.17	\$33.09	\$18.55	\$18.55	\$25.14
20	\$19.54	\$19.24	\$19.24	\$33.17	\$18.62	\$18.62	\$25.19
21	\$19.64	\$19.33	\$19.33	\$33.25	\$18.70	\$18.70	\$25.29
22	\$19.83	\$19.52	\$19.52	\$33.44	\$18.89	\$18.89	\$25.48
25	\$19.93	\$19.62	\$19.62	\$33.54	\$18.99	\$18.99	\$25.58
30	\$20.03	\$19.72	\$19.72	\$33.64	\$19.09	\$19.09	\$25.68

South-Western City Schools
Salary Schedule
Effective July 1, 2014

SCHOOL OFFICE EMPLOYEES

Step	SO - 1	SO - 2	SO - 3	SO - 4	SO - 5	SO - 6	SO - 7
	Secretary I	Secretary II	Activity Acct. Clerk	Deaf Interpreter	Aides	Bilingual Asst.	COTA/L
1	\$16.04	\$15.71	\$15.71	\$25.77	\$15.20	\$15.20	\$19.76
2	\$16.72	\$16.46	\$16.46	\$27.01	\$15.76	\$15.76	\$20.75
3	\$16.93	\$16.72	\$16.72	\$27.66	\$16.08	\$16.08	\$21.20
4	\$17.30	\$16.93	\$16.93	\$28.36	\$16.44	\$16.44	\$21.73
5	\$17.65	\$17.30	\$17.30	\$29.13	\$16.72	\$16.72	\$22.26
6	\$17.96	\$17.65	\$17.65	\$29.80	\$16.93	\$16.93	\$22.78
7	\$18.26	\$17.96	\$17.96	\$30.65	\$17.24	\$17.24	\$23.28
8	\$18.67	\$18.26	\$18.26	\$31.49	\$17.65	\$17.65	\$23.89
9	\$18.99	\$18.67	\$18.67	\$32.26	\$17.96	\$17.96	\$24.52
10	\$19.22	\$18.99	\$18.99	\$33.06	\$18.30	\$18.30	\$25.02
11	\$19.29	\$19.04	\$19.04	\$33.15	\$18.39	\$18.39	\$25.10
12	\$19.36	\$19.09	\$19.09	\$33.22	\$18.47	\$18.47	\$25.17
13	\$19.45	\$19.16	\$19.16	\$33.30	\$18.54	\$18.54	\$25.27
14	\$19.54	\$19.22	\$19.22	\$33.39	\$18.63	\$18.63	\$25.35
15	\$19.60	\$19.29	\$19.29	\$33.48	\$18.68	\$18.68	\$25.41
16	\$19.67	\$19.36	\$19.36	\$33.57	\$18.73	\$18.73	\$25.46
17	\$19.75	\$19.41	\$19.41	\$33.62	\$18.79	\$18.79	\$25.52
18	\$19.83	\$19.47	\$19.47	\$33.68	\$18.86	\$18.86	\$25.59
19	\$19.88	\$19.55	\$19.55	\$33.75	\$18.92	\$18.92	\$25.64
20	\$19.93	\$19.62	\$19.62	\$33.83	\$18.99	\$18.99	\$25.69
21	\$20.03	\$19.72	\$19.72	\$33.92	\$19.07	\$19.07	\$25.80
22	\$20.23	\$19.91	\$19.91	\$34.11	\$19.27	\$19.27	\$25.99
25	\$20.33	\$20.01	\$20.01	\$34.21	\$19.37	\$19.37	\$26.09
30	\$20.43	\$20.11	\$20.11	\$34.31	\$19.47	\$19.47	\$26.19

South-Western City Schools
Salary Schedule
Effective July 1, 2015

SCHOOL OFFICE EMPLOYEES

Step	SO - 1	SO - 2	SO - 3	SO - 4	SO - 5	SO - 6	SO - 7
	Secretary I	Secretary II	Activity Acct. Clerk	Deaf Interpreter	Aides	Bilingual Asst.	COTA/L
1	\$16.36	\$16.02	\$16.02	\$26.29	\$15.50	\$15.50	\$20.16
2	\$17.05	\$16.79	\$16.79	\$27.55	\$16.08	\$16.08	\$21.17
3	\$17.27	\$17.05	\$17.05	\$28.21	\$16.40	\$16.40	\$21.62
4	\$17.65	\$17.27	\$17.27	\$28.93	\$16.77	\$16.77	\$22.16
5	\$18.00	\$17.65	\$17.65	\$29.71	\$17.05	\$17.05	\$22.71
6	\$18.32	\$18.00	\$18.00	\$30.40	\$17.27	\$17.27	\$23.24
7	\$18.63	\$18.32	\$18.32	\$31.26	\$17.58	\$17.58	\$23.75
8	\$19.04	\$18.63	\$18.63	\$32.12	\$18.00	\$18.00	\$24.37
9	\$19.37	\$19.04	\$19.04	\$32.91	\$18.32	\$18.32	\$25.01
10	\$19.60	\$19.37	\$19.37	\$33.72	\$18.67	\$18.67	\$25.52
11	\$19.68	\$19.42	\$19.42	\$33.81	\$18.76	\$18.76	\$25.60
12	\$19.75	\$19.47	\$19.47	\$33.88	\$18.84	\$18.84	\$25.67
13	\$19.84	\$19.54	\$19.54	\$33.97	\$18.91	\$18.91	\$25.78
14	\$19.93	\$19.60	\$19.60	\$34.06	\$19.00	\$19.00	\$25.86
15	\$19.99	\$19.68	\$19.68	\$34.15	\$19.05	\$19.05	\$25.92
16	\$20.06	\$19.75	\$19.75	\$34.24	\$19.10	\$19.10	\$25.97
17	\$20.15	\$19.80	\$19.80	\$34.29	\$19.17	\$19.17	\$26.03
18	\$20.23	\$19.86	\$19.86	\$34.35	\$19.24	\$19.24	\$26.10
19	\$20.28	\$19.94	\$19.94	\$34.43	\$19.30	\$19.30	\$26.15
20	\$20.33	\$20.01	\$20.01	\$34.51	\$19.37	\$19.37	\$26.20
21	\$20.43	\$20.11	\$20.11	\$34.60	\$19.45	\$19.45	\$26.32
22	\$20.63	\$20.31	\$20.31	\$34.79	\$19.66	\$19.66	\$26.51
25	\$20.73	\$20.41	\$20.41	\$34.89	\$19.76	\$19.76	\$26.61
30	\$20.83	\$20.51	\$20.51	\$34.99	\$19.86	\$19.86	\$26.71

South-Western City Schools
Salary Schedule
Effective August 1, 2013

TRANSPORTATION EMPLOYEES

Step	TR - 1	TR - 2	TR - 3	TR - 4	TR - 5
	Mechanic I	Mechanic II	Bus Driver	Parts Mechanic	Trainer
1	\$19.57	\$18.95	\$16.88	\$19.51	\$16.88
2	\$20.48	\$19.86	\$17.61	\$20.44	\$17.61
3	\$20.91	\$20.17	\$17.94	\$20.68	\$17.94
4	\$21.44	\$20.70	\$18.47	\$21.26	\$18.47
5	\$21.98	\$21.06	\$18.84	\$21.62	\$18.84
6	\$22.52	\$21.62	\$19.38	\$22.15	\$19.38
7	\$23.03	\$22.00	\$19.79	\$22.54	\$19.79
8	\$23.60	\$22.52	\$20.21	\$23.03	\$20.21
9	\$24.24	\$23.01	\$20.70	\$23.62	\$20.70
10	\$24.81	\$23.44	\$21.13	\$23.98	\$21.13
11	\$24.88	\$23.52	\$21.21	\$24.05	\$21.21
12	\$24.94	\$23.60	\$21.28	\$24.12	\$21.28
13	\$24.98	\$23.66	\$21.36	\$24.17	\$21.36
14	\$25.02	\$23.73	\$21.44	\$24.24	\$21.44
15	\$25.09	\$23.82	\$21.47	\$24.33	\$21.47
16	\$25.15	\$23.90	\$21.50	\$24.42	\$21.50
17	\$25.21	\$23.97	\$21.59	\$24.50	\$21.59
18	\$25.29	\$24.04	\$21.69	\$24.58	\$21.69
19	\$25.36	\$24.10	\$21.76	\$24.66	\$21.76
20	\$25.42	\$24.16	\$21.82	\$24.75	\$21.82
21	\$25.50	\$24.27	\$21.91	\$24.83	\$21.91
22	\$25.68	\$24.46	\$22.10	\$25.00	\$22.10
25	\$25.78	\$24.56	\$22.20	\$25.10	\$22.20
30	\$25.88	\$24.66	\$22.30	\$25.20	\$22.30

South-Western City Schools
Salary Schedule
Effective July 1, 2014

TRANSPORTATION EMPLOYEES

Step	TR - 1	TR - 2	TR - 3	TR - 4	TR - 5
	Mechanic I	Mechanic II	Bus Driver	Parts Mechanic	Trainer
1	\$19.96	\$19.33	\$17.22	\$19.90	\$17.22
2	\$20.89	\$20.26	\$17.96	\$20.85	\$17.96
3	\$21.33	\$20.57	\$18.30	\$21.09	\$18.30
4	\$21.87	\$21.11	\$18.84	\$21.69	\$18.84
5	\$22.42	\$21.48	\$19.22	\$22.05	\$19.22
6	\$22.97	\$22.05	\$19.77	\$22.59	\$19.77
7	\$23.49	\$22.44	\$20.19	\$22.99	\$20.19
8	\$24.07	\$22.97	\$20.61	\$23.49	\$20.61
9	\$24.72	\$23.47	\$21.11	\$24.09	\$21.11
10	\$25.31	\$23.91	\$21.55	\$24.46	\$21.55
11	\$25.38	\$23.99	\$21.63	\$24.53	\$21.63
12	\$25.44	\$24.07	\$21.71	\$24.60	\$21.71
13	\$25.48	\$24.13	\$21.79	\$24.65	\$21.79
14	\$25.52	\$24.20	\$21.87	\$24.72	\$21.87
15	\$25.59	\$24.30	\$21.90	\$24.82	\$21.90
16	\$25.65	\$24.38	\$21.93	\$24.91	\$21.93
17	\$25.71	\$24.45	\$22.02	\$24.99	\$22.02
18	\$25.80	\$24.52	\$22.12	\$25.07	\$22.12
19	\$25.87	\$24.58	\$22.20	\$25.15	\$22.20
20	\$25.93	\$24.64	\$22.26	\$25.25	\$22.26
21	\$26.01	\$24.76	\$22.35	\$25.33	\$22.35
22	\$26.19	\$24.95	\$22.54	\$25.50	\$22.54
25	\$26.29	\$25.05	\$22.64	\$25.60	\$22.64
30	\$26.39	\$25.15	\$22.74	\$25.70	\$22.74

South-Western City Schools
Salary Schedule
Effective July 1, 2015

TRANSPORTATION EMPLOYEES

Step	TR - 1	TR - 2	TR - 3	TR - 4	TR - 5
	Mechanic I	Mechanic II	Bus Driver	Parts Mechanic	Trainer
1	\$20.36	\$19.72	\$17.56	\$20.30	\$17.56
2	\$21.31	\$20.67	\$18.32	\$21.27	\$18.32
3	\$21.76	\$20.98	\$18.67	\$21.51	\$18.67
4	\$22.31	\$21.53	\$19.22	\$22.12	\$19.22
5	\$22.87	\$21.91	\$19.60	\$22.49	\$19.60
6	\$23.43	\$22.49	\$20.17	\$23.04	\$20.17
7	\$23.96	\$22.89	\$20.59	\$23.45	\$20.59
8	\$24.55	\$23.43	\$21.02	\$23.96	\$21.02
9	\$25.21	\$23.94	\$21.53	\$24.57	\$21.53
10	\$25.82	\$24.39	\$21.98	\$24.95	\$21.98
11	\$25.89	\$24.47	\$22.06	\$25.02	\$22.06
12	\$25.95	\$24.55	\$22.14	\$25.09	\$22.14
13	\$25.99	\$24.61	\$22.23	\$25.14	\$22.23
14	\$26.03	\$24.68	\$22.31	\$25.21	\$22.31
15	\$26.10	\$24.79	\$22.34	\$25.32	\$22.34
16	\$26.16	\$24.87	\$22.37	\$25.41	\$22.37
17	\$26.22	\$24.94	\$22.46	\$25.49	\$22.46
18	\$26.32	\$25.01	\$22.56	\$25.57	\$22.56
19	\$26.39	\$25.07	\$22.64	\$25.65	\$22.64
20	\$26.45	\$25.13	\$22.71	\$25.76	\$22.71
21	\$26.53	\$25.26	\$22.80	\$25.84	\$22.80
22	\$26.71	\$25.45	\$22.99	\$26.01	\$22.99
25	\$26.81	\$25.55	\$23.09	\$26.11	\$23.09
30	\$26.91	\$25.65	\$23.19	\$26.21	\$23.19

MEMORANDA OF UNDERSTANDING**Small Equipment Stipend**

The Maintenance I person assigned to small electrical equipment during the 2005-06 school year will continue to receive a 20¢ per hour stipend for as long as he continues to be employed in that same position. After he leaves that position, that stipend will no longer be paid.

Early Dismissal Days

Bus Drivers hours on early dismissal days will remain as they have been since the implementation of early dismissal days.

Full-Time Trainer Classification

Any full-time trainers that are hired will have to take a civil service test and be hired from a civil service list (If a civil service test is required by the District for the position). Trainers will be paid on the same salary schedule as bus drivers. Trainers will not be eligible for the field trip rotation list. Full-time trainer will be a 12 month position.

Summer Casual Labor Rate

The summer casual labor rate effective August 1, 2013 is \$10.59. Effective July 1, 2014, the rate will be \$10.80; effective July 1, 2015 the rate will be \$11.02. This rate will be increased by the same percentage as the base wage increase each year (if any).

Background Checks

- The Board will incur up to \$26.00 of the cost of a background check for each bargaining unit member once every five (5) years, if done through the South-Western City Schools.
- Employees who leave SWCS prior to June 30 of the same year in which the Board paid for the background check will have the cost of the background check deducted from their final paycheck.

Completion of CDL

Drivers who successfully complete their CDL certification will be eligible to receive a \$150 stipend (not more than once every six (6) years), upon providing appropriate documentation to the Treasurer's office.

Aide Certification Issues

- Notwithstanding anything to the contrary in the OAPSE contract, the Board will not be required to fill any future elementary Aide openings with an employee who is not Highly Qualified.
- The Highly Qualified status requirement will be included in the posting for all future Aide vacancies.
- Elementary Aides in non-title supported buildings who are not currently Highly Qualified will be informed of their status and encouraged to become Highly Qualified.
- If the building(s) in which the non-Highly Qualified Aides work become title-supported program(s), the Administration and OAPSE leadership will meet to determine where the non-Highly Qualified Aide(s) will be placed.

Presidents' Day

For the 2013-14 and 2014-15 school years, if Presidents' Day is used as a makeup calamity day, it will not be considered a holiday for that year.

Grandfathering of Full-Time Employees

Employees who were scheduled to work between 22.5 and 29.5 hours per week during the school year effective August 31, 2013 will continue to be considered full-time employees as long as they are continuously employed by the District and continue to be scheduled for at least 22.5 hours per week during the school year.

2014 One-Time Retirement Incentive Plan

Employees who are eligible to retire pursuant to SERS, but who are no longer eligible for the retirement incentive contained in Section 1610, will be eligible to receive one-half (½) of the Section 1610 payment if they retire effective July 1, 2014 (or June 1, 2014 if that retirement date will not interfere with their normal work year).

This incentive is being offered on a one-time only basis in 2014. In order to receive this incentive, the employee must provide written notice to the Employer no later than May 1, 2014 of their intent to retire on either June 1 or July 1, 2014.