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THE COLLECTIVE BARGAINING
AGREEMENT

between the

CHAPTER 110
OF THE
OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES

and the

BOARD OF EDUCATION
SOUTH EUCLID-LYNDHURST
SCHOOL DISTRICT

SCHOOL YEAR
2013-2014
2014-2015

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PREAMBLE

It is the purpose of this Agreement to establish the relationship between the Board of Education and Chapter 110 of the Ohio Association of Public School Employees and to establish an orderly procedure for the consideration and resolution of matters subject to negotiations. The parties do hereby agree as follows:

I. RECOGNITION

A. RECOGNITION OF ASSOCIATION:

1. The South Euclid-Lyndhurst Board of Education, hereinafter referred to as the Board, recognizes the Ohio Association of Public School Employees, affiliated with AFSCME/AFL-CIO, and its Chapter 110, hereinafter referred to as the Association, as the exclusive representative of all regularly employed, or to be employed custodial, maintenance, transportation and cafeteria personnel including those on leave or eligible for recall as provided for in Article XVII.

The following positions shall be excluded from the bargaining unit:

Supervisor of Custodial/Maintenance Services
Supervisor of Food Service
Supervisor of Transportation
Supervisor of Technology
Seasonal and Casual Employees
Students completing community service for the school district as part of their graduation requirement

2. The recognition herein granted shall continue uninterrupted unless and until a new bargaining agent is certified or the Association is decertified pursuant to the provisions of Chapter 4117 of the Ohio Revised Code.
3. All signatures on authorization cards shall be dated by the employee when they are signed. To the extent permitted by law, including the rules, regulations and rulings of the State Employment Relations Board, the only signatures on authorization cards which shall be considered valid are those which have been dated by the employee and which have been signed within ninety (90) days of the date of filing.

B. RECOGNITION OF BOARD

The Association recognizes the Board as the locally-elected body charged with the control, supervision, and administration of public education in the South Euclid-Lyndhurst School District and as the employer of all classified personnel of the school system. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board

C. **RECOGNITION OF SUPERINTENDENT:**

The Association recognizes the Superintendent as the chief executive officer and primary advisor of the Board.

II. ASSOCIATION RIGHTS

A. **BOARD/ASSOCIATION MATERIALS:**

The Association shall receive advance notice of all Board meetings, including an agenda of the meeting and all publicly distributed materials, unless such materials are posted on the District website. A copy of the official Board meeting minutes is available on the District website.

The Association shall provide the Superintendent a copy of all routine, locally-produced Association notices, circulars, and other materials when posted or distributed.

B. **DUES DEDUCTIONS:**

1. **Dues:**

The Board will deduct Association dues from an employee's pay provided that the individual authorizes such deduction in writing. The schedule for deductions and the procedures to be followed for employee authorization shall receive the approval of the Treasurer.

Individual dues deduction authorizations shall remain in full force and effect for a period of one year, except that a dues deduction may be withdrawn, in writing, during the period beginning August 22 and ending August 31. If the dues deduction authorization is not revoked, in writing, during this period it shall remain in effect for an additional period of one year. It shall be the Association's obligation to supply the Treasurer no later than October 1st with information for the current year's deduction including members' names, work assignments and total amount to be deducted from each individual's pay. The Board's obligation under this provision shall cease in regard to any individual who leaves the Board's employment.

2. **Fair Share Fee:**

The Union recognizes its obligation to fairly and equitably represent all members of the bargaining unit whether or not they are members of the Union. The Union will provide a list of names to the Board's Treasurer of its members by October 1st of each school year and the amount of unified dues. The Treasurer will deduct the fair share fee from the paychecks of bargaining unit members who elect not to join the Union. The fair share fee shall be equal monthly installments for all non-members and shall be the same as that paid by members. It shall be the responsibility of the Union to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to federal law and provisions of Section 4117.09(C) of the Ohio Revised Code.

The fair share fee provided for by this section shall be collected from all members of the bargaining unit who are not members of the Union. It shall not be collected from any other employee. No member of the bargaining unit is required by this Agreement to become a member of the Union.

Any person who has been declared exempt by State Employment Relation Board (S.E.R.B.) from paying the fair share fee because of religious belief shall be exempted from paying fair share fees or union dues subject to applicable provisions of 4117.09(C).

3. **Hold Harmless:**

The Union agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination, or collection of fair share fees or dues, in accordance with the provision, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceedings, to provide legal defense for the Board in any such suit, claim or administrative proceeding, including court costs. The Union shall designate counsel. The Board agrees to cooperate with the Union and its counsel in the defense of any suit, claim, or administrative proceeding arising out or connected with the imposition, determination, or collection of fair share fees under the terms of the Agreement.

4. **Dues Deduction:**

Dues shall be deducted for 12-month employees in twenty-four (24) installments. State dues shall be sent directly to the State Association Treasurer.

C. **MAIL PRIVILEGES:**

The Association shall be allowed to use interschool mail delivery services and district email for Association purposes. However, such permission shall not extend to the promotion of any private interest through advertisement of the sale of goods or services.

D. **MEMBERSHIP:**

Both parties recognize that school employees have the right to join or not to join any organization for their economic improvement and that membership in any organization shall not be required as a condition of employment. The Board agrees that it will not discriminate against any employee with respect to wages, hours or conditions of employment by reason of his/her membership or non-membership in any organization.

E. **RELEASED TIME:**

1. **Convention:**

The Association shall be granted up to twelve (12) days per year of released time for use by members to participate in the annual OAPSE State Convention. No individual shall be absent more than three (3) days for this reason.

Applications for such absence require the Superintendent's or designee's approval and shall be submitted directly to him/her at least two (2) weeks in advance.

2. **Professional Development Day**

Should school buildings be closed for students on Professional Development Day, the Board may schedule training for any and all bargaining unit members on that date. If bargaining unit members are not scheduled to work that date, they will be compensated their regular hourly rate for time spent in training (excluding lunch, if any). Any bargaining unit members not assigned to work first shift may attend training on a voluntary basis without compensation. If the training is designated as mandatory, any bargaining unit member not assigned to first shift shall attend training and will be compensated for the time spent in training (excluding lunch, if any).

On this date, the Board agrees to permit no more than twenty percent (20%) of all employees who are normally scheduled to work on that day and who are members of OAPSE to attend OAPSE workshops which are held on that day without loss of pay, except that the Board retains the right to assign employees to attend training, if it is deemed mandatory, or in those situations where the Board is unable to provide coverage for positions necessary to its operations. Employees who are not scheduled to work that date shall not be compensated for attendance at the OAPSE workshop. In order to be paid, members must sign in at the beginning of the meeting. OAPSE shall keep a record of those attending and turn in said record to the payroll department on the next scheduled workday.

F. **SENIORITY ROSTERS:**

The administration will furnish OAPSE members with official seniority roster(s) each August 15th, or prior to the transportation bid if that is earlier, showing each classified employee's hire date and current classification.

The official seniority roster(s) is the seniority roster(s) drafted by the Central Office Administration and used for Reduction in Force (RIF).

G. **USE OF FACILITIES:**

The Association shall have the right to use school building facilities in accordance with established regulations. The Board agrees to notify the Association of changes in regulations which affect the Association's use of school building facilities prior to the effective date of such changes.

H. The Board shall provide the OAPSE Local President and Treasurer with timely information affecting the employment status of each employee in the bargaining unit with respect to hires, reclassifications, transfers, promotions, demotions, resignations, and terminations.

I. With proper written authorization from five bargaining unit members or more, the Board agrees to deduct for P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) from employees paychecks.

III. THE NEGOTIATING PROCESS

A. REPRESENTATION:

Designated representative of the Board and the Association shall meet to negotiate in good faith in accordance with the procedures set forth within this Agreement. The teams shall consist of representatives of the Association, not to exceed five (5), and representatives of the Board, not to exceed five (5).

B. AUTHORITY OF NEGOTIATORS:

While no final agreement can be executed by the negotiators, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

C. SUBJECTS OF NEGOTIATION:

The subjects of negotiations shall include all matters pertaining to wages, hours and terms and conditions of employment and other mutually agreed upon subjects.

D. NEGOTIATION SCHEDULE:

Negotiations on the subjects specified above may commence between the sixtieth (60th) and ninetieth (90th) day prior to expiration of this Agreement. Either party may serve notice on the other that it wishes to commence negotiations for a successor Agreement. Initial negotiations packages shall be exchanged no later than the sixtieth (60th) day prior to the expiration of this Agreement. A copy of the notice shall be sent to the State Employment Relations Board, unless the parties agree in writing to an extension of time.

E. GOOD FAITH NEGOTIATING:

All parties involved recognize their responsibilities for negotiating in good faith. "Good Faith" means the obligation of the negotiating teams to meet at reasonable times and places, to react to the other's proposals and respond to an unacceptable proposal with a counter-proposal or a reason for its rejection. "Good Faith" does not require that either party agree to a proposal or make a concession. Both parties recognize the right of each party to present its views and opinions without censure or penalty.

F. MEETINGS:

A mutually convenient meeting date shall be set within fifteen (15) days of the date of the notice. Specific items to be presented for negotiation must be exchanged at least forty eight (48) hours prior to the meeting and shall constitute the agenda for the meeting. Additional proposals may be submitted by either side at the first session but none may be added to the agenda after that time except by mutual consent. Negotiation meetings shall be held in executive session at a mutually agreed upon location.

Meetings shall be scheduled to interfere least with school schedules. When it is mutually agreed that meetings take place during the working day, school employees of the negotiating team shall be given released time without loss of pay.

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization (pending completion of the entire agenda) by ratification of the membership of the Association and adoption by the Board as provided in Section K of this Article.

If necessary, the date, time and place of the next meeting shall be established.

G. **EXCHANGE OF INFORMATION:**

Upon written request, the parties shall furnish to each other all relevant information which is not prohibited by state or federal law.

H. **CONSULTANTS:**

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Cost of such consulting service shall be borne by the party requesting it.

I. **JOINT STUDY COMMITTEES:**

The parties may appoint joint ad hoc study committees to research, study and develop reports and to make recommendations on matters under consideration. Such committees shall operate under procedures approved by parties involved and report findings directly to them.

J. **REPORTING:**

During negotiations, interim reports may be made to the Association membership by its representatives and to the Board and the Administration by its representatives.

K. **AGREEMENT:**

When an agreement is reached, it shall be reduced to writing. With all negotiators recommending approval, it shall be submitted to the Association and then to the Board for formal ratification. The outcome shall become a part of the official minutes of the Board and be binding upon both parties. No provisions of the resulting agreement shall discriminate against any classified employee regardless of membership or non-membership in the Association.

L. **DISAGREEMENT:**

The negotiations procedure set forth below supersedes and takes precedence over any inconsistent time limits or procedures set forth in Ohio Revised Code Section 4117.14, which statutory time limits and procedures are hereby expressly and mutually waived. Mediation, as described below, constitutes the parties mutually agreed upon final, and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Ohio Revised Code Section 4117.14.

1. **Responsibilities**

Recognizing their respective responsibilities for the welfare of the children of the school district, the parties accept their obligation to avoid interrupting the operation of the school system. To this end, the parties pledge themselves to negotiate in good faith and, in the event of disagreement, to use all mediatory facilities as are available. The Association agrees that it will not, during the effective period of this Agreement, engage in or encourage any form of work stoppage, nor will it refuse to, or encourage a refusal to, render full service.

2. **Breakdown of negotiations**

Upon a breakdown in negotiations and prior to the utilization of mediation facilities, the Association's negotiating team shall have the privilege of presenting its position to the Board, with the Board's negotiators in attendance. Likewise, the Board's negotiating team shall have the right to make a presentation to the officers of the Association, in the presence of the Association's negotiators. Such presentation(s) shall be followed by the resumption of the negotiations or by third party intervention as provided hereafter.

3. **Mediation**

If the foregoing procedures do not produce a satisfactory settlement, either party may request that the matter be submitted to mediation for the purpose of resolving the controversy on mutually acceptable terms. If agreement cannot be reached on the appointment of a mediator within five (5) days, the parties shall request that mediation upon any and all unresolved issues be conducted by the Federal Mediation and Conciliation Service. In case the Federal Mediation and Conciliation Service is unable to provide the service requested, then the parties will petition the American Arbitration Association for assistance. The mediator so appointed shall meet with representatives of the parties and shall take such steps as he/she may deem appropriate to remove the causes of deadlock and persuade the parties to resolve their differences. The mediator shall have a maximum of fifteen (15) weekdays, excluding holidays, from the time of appointment to effect a resolution of the matters at issue.

4. **Costs**

The costs that may be incurred in securing and utilizing the services of a neutral shall be shared equally by the Board and the Association.

IV. PROVISIONS CONTRARY TO LAW

If any provisions of this Agreement or any application of this Agreement to any school employee shall be found contrary to law, this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

In the case of such invalidation, at the request of either party, the parties shall meet within fifteen (15) days to negotiate a replacement clause.

V. GRIEVANCE PROCEDURE

Good morale is maintained, whenever problems arise, by the sincere efforts of all persons concerned working toward constructive solutions in an atmosphere of courtesy, cooperation and good faith. The parties acknowledge that it is desirable for a staff member and his/her principal or other immediate supervisor to resolve complaints and disagreements involving welfare and working conditions through free and informal interaction. However, since all matters cannot be resolved satisfactorily in this manner, a formal process must be provided as an alternative. Thus, this formal grievance procedure has been developed as a means of securing, at the lowest possible administrative level, prompt and equitable solutions to those disputes not settled on an informal basis.

A. DEFINITION:

A grievance is any matter concerning:

1. The interpretation, application or alleged violation of this Agreement.
2. The reasonableness or application of the work rules which result in discipline of an employee.
3. The discipline or discharge of any employee (except for probationary limitations delineated in Article VI herein. A discharge grievance shall immediately proceed to Level II within five (5) days of discharge.
4. Any matter which prior to the execution of this Agreement was formerly within the jurisdiction of the Municipal Civil Service Commission, except those matters expressly excluded by O.R.C. 4117.08 (B).

Grievances can be filed by any employee, group of employees or the Association.

Such a grievance may be resolved by the procedure set forth herein, unless precluded by statutory provisions.

B. THE PROCEDURE:

Level One:

If a problem is not resolved informally, a staff member(s) may present a formal grievance in writing to his/her principal or other immediate supervisor. Such grievance, however, shall be so presented within ten (10) days after the aggrieved person knew, or should have known, of the act, event or condition on which the grievance is based.

Either the aggrieved person(s) or the principal/supervisor involved may request a conference prior to the rendering of a decision, in which case a discussion shall take place within five (5) days after the filing of a grievance. The principal/supervisor shall immediately notify the Association of the scheduled conference. The Association representative shall be given reasonable notice and shall have the opportunity to be present. Within five (5) days after receipt of the alleged grievance or five (5) days after the conference, whichever is later, the principal/supervisor shall render a written decision together with supporting reasons, to the aggrieved person(s) and the Association representative.

Level Two:

If the grievance is not resolved at Level One, the aggrieved person(s) may, within five (5) days after receiving the decision, appeal in writing, through the Association, to the Superintendent or his/her designee.

Either the aggrieved person(s) or the Association or the Superintendent/designee may request a conference prior to the rendering of a decision, in which case the hearing shall take place within five (5) days after receipt of the appeal. The Association representative shall be given reasonable notice and shall have the opportunity to be present.

No later than five (5) days after the hearing, the Superintendent/designee shall communicate the decision in writing, together with supporting reasons, to the aggrieved person(s) and the Association representative. If a hearing is not held, the Superintendent/designee shall render a decision within ten (10) days of receipt of the appeal.

Level Three:

If the Superintendent/designee fails to resolve the grievance, a written request for arbitration may be submitted by the grievant, through the Association, to the Superintendent/designee within ten (10) days after receiving his/her decision from level Two. *Within five (5) days after receiving such request, the Superintendent/designee and the Association field representative shall meet to agree upon an arbitrator. If agreement as to the arbitrator is not reached at that time, the parties shall immediately contact the Federal Mediation and Conciliation Service or the American Arbitration Association. If the services of AAA or FMCS are requested, the parties shall select an arbitrator from the list of seven (7) names by the alternate strike method. A second list of seven names may be requested by either party. A toss of the coin shall determine who strikes first.

*Note: The Association shall determine whether or not to expend funds for the requested arbitration prior to submitting the grievance to Level Three.

The arbitrator shall be empowered only to base his/her decision upon a specific article or provision of this Agreement, and shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree that an award of the arbitrator shall be final and binding on all parties unless contrary to law. The fees and expenses of the arbitrator shall be paid by the losing party.

C. GENERAL PROVISIONS:

1. Any grievance may be withdrawn at any level without prejudice to other grievances, but the specific grievance which is withdrawn cannot be reopened.
2. In determining time limits at all levels of the procedure, Saturdays, Sundays and holidays shall be excluded.
3. Since it is important that grievances be processed as expeditiously as possible, the number of days stipulated should be considered as a maximum. However, the time limits may be extended by mutual agreement.

4. When a grievance is filed involving an employee(s) who works less than a full year, the time limits set forth herein shall be reduced so that the grievance process may be exhausted prior to the end of such work year or as soon thereafter as practicable.
5. Failure of the aggrieved person(s) to appeal a grievance disposition from any level to the next within the time limits specified herein shall be deemed acceptance of the decision rendered at that level.
6. The resolution of any grievance as a result of failure to meet time limits will not prejudice future grievances on the same issue.
7. The lack of timely response at any level by an administrator shall permit the employee to proceed to the next level of the Grievance Procedure.
8. No aggrieved person(s) shall be required to meet with an administrator at any stage of the grievance procedure without the presence of an Association representative. However, during procedures at Level One, such representative must be currently employed by the South Euclid-Lyndhurst school system.
9. No reprisal of any kind shall be taken against any person involved in the grievance proceedings because of such participation.
10. If a grievance arises from an act or condition affecting a level higher than Level One, the grievance may be presented initially at the appropriate level. However, the fifteen (15) day time limit for initial presentation, as specified in Level One, will apply.
11. To facilitate the operation of the grievance process, the necessary forms shall be developed jointly by the Association and the Administration, and made available to staff members by the Superintendent or his/her designee.
12. All written and printed matter dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
13. The parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate to any level of procedure. Further, it is agreed that the investigation and processing of any grievance shall be conducted in a professional manner at such times and in such way as not to cause interruption or interference with established work schedules and duties.
14. Hearings held in connection with the grievance procedure shall not be scheduled during 8:00 a.m. to 4:30 p.m. working hours unless mutually agreed by the parties. If a hearing is scheduled after 4:30 p.m. and is during the normal work hours of the Association representative chosen to accompany the grievant at the hearing, the representative's work hours shall be adjusted by the Administration so that work time lost at the hearing may be made up.

D. LABOR MANAGEMENT COMMITTEE

In mutual recognition of the benefits to be gained from an active and continuing interchange of ideas and joint discussion of problems within the context of the labor-management process, the Director of Business Affairs and no more than two representatives of OAPSE #110, shall meet at

least monthly (for at least one hour) joint discussion of problems within the context of the labor management process, the Director of Business Affairs and no more than two (2) representatives of OAPSE Local 110, shall meet at least monthly (for at least one hour) in a planned effort to identify conditions of employment that frustrate a satisfying and productive work effort. Minutes of these meetings shall be maintained.

E. **CIVIL SERVICE:**

All matters which, prior to the execution of the Agreement were formerly within the jurisdiction of the municipal Civil Service Commission, except those matters expressly excluded by O.R.C. 4117.08(B), are subject to exclusive and binding resolution through the grievance procedure.

VI. PROBATION

A. **NEW EMPLOYEE:**

1. All new employees shall serve a probationary period for the first one hundred (100) work days of their employment. The Superintendent or designee may discharge a probationary employee at any time during the last twenty (20) work days without the need to establish proper cause, but a reason will be provided.
2. A probationary employee shall get the benefit of all provisions of this Agreement in accordance with the terms of the specific provisions, except the employee shall not have recourse to the grievance procedure for cases of probationary discharge during the last twenty (20) work days.
3. In the event a probationary employee is discharged, the Association president and the employee shall receive a copy of the notice of discharge.

B. **PROMOTED EMPLOYEE:**

1. An employee who is promoted to another job classification shall serve a probationary period of sixty (60) work days.
2. Employees who accept a promotional position or transfer to another classification and consequently do not satisfactorily adjust to the new position during their probationary period shall be permitted to voluntarily return to their previous job classification, or can be returned by the Board to their previous position.
3. When the Board is returning an employee to the prior position, the Superintendent /designee shall meet with the employee to discuss the reason for the decision. The Association President and the employee shall receive a copy of the notice of return to the prior job. Upon return to the prior job, the employee shall resume the rate of pay and benefits in that classification and continue with seniority unbroken by the temporary position. The reasons and return of the employee to the prior job under this section shall not be subject to the grievance procedure. If the employee feels he/she has been unjustly returned to his/her former position, that employee has the right to request a meeting with the Superintendent.

C. **TRANSFERS:**

Any employee who wishes to transfer may do so, when a job opens as described in the Article XIII.A. "Notification of Vacancies." Employees who accept the transferred position and who do not satisfactorily adjust to the position, may voluntarily return to their previous position, or the Board can return the employee to the previous position. The employee shall have twenty (20) working days to adjust to his/her new position.

Lateral transfers shall not serve a probationary period.

D. **INVOLUNTARY TRANSFER:**

Any employee who must be transferred from one building to another, or from one shift to another shall be granted a conference before transfer is made and a Union Representative shall be at this conference. The reason for the transfer shall be mutually discussed. No loss of pay or loss of hours shall result from a transfer.

VII. DISCIPLINE AND DISCHARGE

A. **TENURE:**

The employment of every employee after completion of the initial probationary period shall be continuous until the employee resigns or retires and the Board of Education acts on the resignation or retirement, until the employee is discharged for cause, or until the employee is laid off in accordance with the negotiated reduction in force policy and has exhausted all recall rights.

The tenure of every employee shall be during good behavior and efficient service and no such employee shall be disciplined, demoted, reduced in pay, suspended or discharged except for just cause.

Disciplinary action may be taken for any of the following:

1. Incompetency
2. Inefficiency
3. Dishonesty
4. Drunkenness on the job
5. Immoral conduct on the job or which results in criminal conviction
6. Insubordination
7. Discourteous treatment of the public
8. Neglect of duty
9. Violation of work rules
10. Any other acts of misfeasance, malfeasance and non-feasance.

B. DISCIPLINE:

1. An employee shall be entitled to be accompanied by an OAPSE representative of his/her choice at any time he/she is required to meet with a member or members of the supervisory or administrative staff to discuss matters related to the disciplining of that employee.
2. The principles of progressive discipline shall be followed with respect to each category of offense listed above, with oral warning given prior to written warning and written warning given prior to suspension in all cases except for offenses of a serious nature where an oral warning would not be commensurate with the seriousness of the offense. Progressive discipline shall be followed with respect to suspensions, i.e., one (1) day, then three (3) days, then five (5) or more days. Offenses of a most serious nature may justify a long suspension (five or more days) or discharge without regard to previous reprimand or discipline.
3. If an employee poses a serious danger to persons or Board property, the Superintendent or designee may suspend an employee without pay for up to three (3) days pending a hearing to determine disciplinary action. In all other cases, no employee shall be disciplined without a conference to give the employee an opportunity to challenge the reasons for the intended action.
4. Prior to any hearing which may lead to discipline, the employee and the Association shall be given written notice of the charges and material supporting the charges. At the request of the employee, a reasonable extension of the hearing date, not to exceed three (3) days, shall be granted. At the hearing, the appropriate administrator shall present the charges and the employee and his/her representative shall have the opportunity to defend against the charges.
5. When imposing discipline, the Superintendent or designee shall provide the employee and the Association with a written statement of discipline including:
 - a. the grounds for the discipline;
 - b. the exact nature of the discipline (including specific dates where applicable; and
 - c. the employee's rights to appeal.

C. EXCLUSIVITY:

Notwithstanding O.R.C. Chapter 124, the tenure, discipline and discharge of employees shall be governed exclusively by this Article which shall supersede and replace any like statutory provisions contained in O.R.C. Chapter 124.

VIII. LEAVES

A. ASSAULT LEAVE:

A member of the bargaining unit who is absent due to physical disability resulting from an assault, which occurs while on duty performing tasks prescribed by his/her supervisor in the course of Board employment shall be eligible to receive assault leave.

Such leave shall be granted for a period not to exceed sixty (60) days upon the member's delivering to the Superintendent a signed statement on forms prescribed by the Board of Education and maintained by the Treasurer (Appendix F). The member shall file a full written report concerning any assault after having the opportunity to consult with representation of his or her choice. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its expected duration. The Superintendent may require that the process of establishing a member's eligibility for assault leave may also include an examination by a Board-appointed physician. In that event, the examination shall be at Board expense.

At the written request of the member, an additional sixty (60) days of leave shall be granted if the need for such is verified through re-examination by a Board-appointed physician. This examination shall be at Board expense.

Payment for assault leave shall equal the member's per diem rate of pay exclusive of overtime and supplementary pay, less workers' compensation, and will not be approved for payment unless and until the form and/or certificate, as provided above, are submitted to the Superintendent. Falsification of either the signed statement or a physician's certificate is ground for suspension or termination of employment.

Where the member exhausts his/her assault leave, he/she may utilize any of his/her accumulated and unused sick leave.

B. PARENTAL LEAVE OF ABSENCE

An employee who is pregnant or who anticipates taking a leave shall file a letter of notification with the Superintendent or designee no later than the end of the sixth (6) month of pregnancy. This notification shall include the anticipated delivery date, verified by an accompanying statement from the attending physician and shall indicate which leave option the employee plans to take. Between the time leave is requested and two (2) calendar weeks following the delivery date, the member may change leave options or may cancel the leave upon written notification to the Superintendent or designee.

An employee who is pregnant may choose one of the following options:

1. **Parental Leave.** If the employee chooses to take a Parental Leave of Absence, the actual beginning of the leave shall be no later than two (2) calendar weeks following the delivery date or at such earlier time as specified by the employee. The leave shall extend through the remainder of the contractual year in which the leave begins or for a shorter period at the request of the employee and with the approval of the Superintendent. Upon the request of the

employee, the leave may be extended for one additional year, or two additional school years if the birth occurs on or after March 1. Such leave shall be without compensation.

By June 15th, individuals on Parental Leave shall notify the Superintendent or designee, by certified mail, of plans for the coming year. If such notification is not received by the appropriate date, the Superintendent or designee will mail an inquiry by certified mail to the employee's last known address. If the employee does not respond within two (2) calendar weeks, it will be assumed that the individual on leave does not wish to return to employment with the South Euclid-Lyndhurst Schools.

A position shall be available to the employee returning from a leave of absence as long as the individual makes timely notification according the terms of this provision unless he/she has been placed on the recall list in accordance with provisions of Article XVII.

The employee returning from Parental Leave shall be assigned the same position the employee left or an equivalent one for which the member is qualified.

Subject to the limitations below, during the first twelve (12) weeks of any parental leave, the employee's participation in the medical insurance coverage provided in Article XVIII of the Agreement shall be continued at the level of Board contribution as provided therein. The provision of such continued coverage, at Board expense, shall be only for the first twelve (12) consecutive weeks of the parental leave, less any earlier period of absence that qualifies for FMLA purposes in that contractual year. Such coverage, at Board expense shall not exceed twelve (12) weeks during any contractual year, including any other periods of absence which qualify for FMLA purposes during that school year. In the event an employee has taken paid sick leave, as described below, in connection with the birth of a child, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation of health benefits, at Board expense, during the otherwise unpaid parental leave. A member will be eligible for a subsequent twelve (12) week period only upon her/his return to active service and completion of one (12) full contractual year of service.

2. **Use of Accumulated Sick Leave.** An employee may take accumulated Sick Leave beginning the day following the delivery date. Should the member wish to utilize accumulated Sick Leave for a period extending beyond six weeks (30 full time working days) following the delivery date, written authorization from the member's physician shall be submitted to the Superintendent or designee indicating that such continued leave is necessary. The member returning from Sick Leave shall be assigned the same position the member left unless reassignment occurs in accordance with other provisions of this Agreement.
3. **Leave of Absence.** In the event an employee has no accumulated Sick Leave or chooses not to use Sick Leave, the employee may take up to twelve (12) weeks of unpaid leave beginning as early as the day following the delivery date. The employee returning from Leave of Absence shall be assigned the same position the employee left unless reassignment occurs in accordance with other provisions of this Agreement.
4. **Sick Leave/Leave of Absence.** If an employee has insufficient accumulated Sick Leave to elect option two (2), the employee may use the sick days she/he has accumulated up to a total of six (6) weeks (30 full-time working days) without physician authorization and beyond that with such authorization, and take the remainder of the twelve (12) weeks as an unpaid leave. The employee returning from Sick Leave/Leave of Absence shall be assigned the same

position she/he left unless reassignment occurs in accordance with other provisions of this Agreement.

Upon return from any of the above options, all rights with respect to contract status, salary increments, and other benefits provided by law or granted by the Board shall be granted to the employee except, in the case of the unpaid leave time, such leave shall not be included for the purposes of seniority and placement on the salary schedule.

The child rearing portion of Parental Leave (Option #1) shall also be available to fathers upon at least ten (10) days advance notification. The leave may be delayed up to an additional ten (10) days if a satisfactory substitute is not available.

Where both parents of a child are employees of the Board, only one parent is eligible for an unpaid leave of absence in which FMLA benefits would be available.

C. ADOPTION LEAVE:

A bargaining unit member who adopts a child shall be permitted to take an unpaid leave of absence. Such leave shall extend through the remainder of the contractual year in which the leave begins and, upon the request of the member, for an additional contractual year. Individuals contemplating taking adoption leave shall notify the Superintendent or designee of this possibility at the time of their approval by the adoption agency or sixty (60) days prior to the beginning of the leave, whichever is earlier. The effective date of the adoption leave shall be established by notice to the Superintendent or designee at least two (2) weeks prior to the commencement of the leave. If the employee is eligible for FMLA, the employee's participation in the medical insurance coverage provided in Article XVIII, Section A, should be continued at the level of Board contribution as provided therein for up to twelve (12) weeks consistent with FMLA.

1. Such leave shall be without compensation, except as provided in the Leave Benefits provision of this Agreement.
2. By June 15th, individuals on Adoption Leave shall notify the Superintendent or designee, by certified mail, of plans for the coming year. If such notification is not received by the appropriate date, the Superintendent or designee will mail an inquiry by certified mail to the member's last known address. If the member does not respond within ten (10) calendar days, it will be assumed that the individual on leave does not wish to return to employment with the South Euclid-Lyndhurst Schools.

A position shall be available to any individual who makes timely notification according to the terms of this provision unless the employee has been placed on the recall list in accordance with provision of Article XVII.

3. A member returning from leave shall be assigned the same position the employee left or an equivalent one for which the employee is qualified.
4. Subject to the limitations below, during the first twelve (12) weeks of any Adoption leave, the employee's participation in the medical insurance coverage provided in Article XVIII of this Agreement shall be continued at the level of Board contribution as provided therein. The provision of such continued coverage, at Board expense, shall be only for the first twelve (12) consecutive weeks of the adoption leave, less any earlier period of absence that qualifies

for FMLA purposes in that year. Such coverage, at Board expense, shall not exceed twelve (12) weeks during a contractual year, including any other periods of absence which qualify for FMLA purposes during that year. A member will be eligible for a subsequent twelve (12) week period only upon her/his return to active service and completion of one (1) full year of service.

5. Upon return, all rights with respect to contract status, salary increments, and other benefits provided by law or granted by the Board shall be granted to the member, except such leave shall not be included for purposes of seniority and placement on the salary schedule.

D. ILLNESS/DISABILITY/OTHER LEAVE:

1. Illness or Disability:

- a. A classified employee may submit a written request for a leave of absence for reasons of illness or other disability. The Board shall grant such leave of absence for a period of time not to exceed two consecutive years. Such illness or disability must be confirmed in writing by the attending physician. Subsequent requests for such leave may be renewed by the Board.
- b. Without request, the Board may grant similar leave of absence and renewals thereof to a regular employee because of physical or mental disability, but such employee may have a hearing concerning such unrequested leave of absence or its renewals in accordance with Division (c) of Section 3319.081 of the Ohio Revised Code.

2. Other Leave:

An employee may submit a written request for a leave of absence for reasons other than illness or disability. Each request shall be judged on its individual merit. In such cases, the Board may approve a leave for a period not to exceed six months. Subsequent requests may be renewed by the Board.

E. LEAVE BENEFITS (For Illness/Disability/Adoption/Parental Leaves):

1. Eligible employees who are on an approved Board leave of absence shall have the opportunity of continuing to receive South Euclid-Lyndhurst group insurance coverage. Except as provided in Section E.3 of this Article, such employee must reimburse the Board for the premium costs.
2. Subject to the limitations below, during the first twelve (12) weeks of any parental leave, the employee's participation in the medical insurance coverage provided in Article XVII of this Agreement shall be continued at the level of Board contribution as provided therein. The provision of such continued coverage, at Board expense, shall be only for the first twelve (12) consecutive weeks of the parental leave, less any earlier period of absence that qualifies for FMLA purposes in that school year. Such coverage, at Board expense, shall not exceed twelve (12) weeks during any school year, including any other periods of absence which qualify for FMLA purposes during that school year. In the event an employee has taken paid sick leave, as described below, in connection with the birth of a child, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation of health benefits, at Board expense, during the otherwise unpaid parental leave. An employee will be eligible

for a subsequent twelve (12) week period only upon her/his return to active service and completion of one (1) full year of service.

3. In the event of a leave of absence granted as a result of (a) the serious health condition of the employee, spouse, child or parent of the employee, or (b) a qualifying military situation arising when an employee's spouse, son, daughter, or parent is on active duty or is called to active duty status, or (c) an employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is required to care for the cover service member, the employee shall be eligible for continuation, at Board expense, of the group medical coverages provided under this Agreement consistent with the FMLA. Board payment toward the cost of such insurance coverages shall be at the level established under Article XVIII. Continuation, at Board expense, of health insurance coverages during any period of an unpaid leave of absence for the reasons set forth in (a) or (b) above shall be for a period not to exceed a total of twelve (12) weeks in any school year. Continuation, at Board expense, of health insurance coverages during any period of unpaid leave of absence for the reasons set forth in (c) above, may be up to twenty-six (26) workweeks during a single twelve month period. At the expiration of the period of Board payment described immediately above, the employee shall be eligible to continue in her/his own expense, to participate in the Board's group insurance program in accordance with COBRA. The employee will receive notification of this opportunity from the District's benefits administrator, and upon receipt of notice, is responsible for making the election. If the employee elects to continue coverage, the employee must make payment for the coverages in the amounts on the dates specified by the third party administrator. The Superintendent/designee will serve as a liaison between the employee and the third party administrator.

For purposes of this Section, a qualifying military situation arises when an employee's spouse, son, daughter, or parent is on active duty or called to active duty status (i.e., not on active duty in the Armed Forces) and includes, but is not limited to the following types of situations:

- a. Attendance at official military-sponsored events,
- b. To provide or arrange for alternative childcare or schooling,
- c. To make financial or legal arrangements to address the member's absence while on active duty,
- d. Counseling,
- e. Rest and recuperation, and
- f. Post-deployment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list.

In the event an employee has taken paid sick leave for any of the circumstances for which she/he applies for which she/he is eligible for FMLA, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation, at Board expense, of health benefits during the otherwise unpaid leave of absence. It is the parties' intention that this Agreement comply with all aspects of the Board of Education and employees' respective rights and obligations under the FMLA.

If an employee elects not to return to work following an unpaid leave of absence during which she/he has continued, at Board expense, on the health benefit programs provided under Article XVII and should the employee's reasons for not returning to work be other than the continuation, reoccurrence or onset of the health condition that gave rise to the leave, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the twelve (12) week period described above.

4. Upon the employee's return to service from an illness or disability leave, he/she shall be reinstated to his/her former position provided that the employee is capable of fully meeting the requirements of the position. Provisions of Article XVII of this Agreement regarding reduction in force and recall shall continue to apply as appropriate.

F. **JURY DUTY LEAVE:**

Employees who are not exempt from jury duty shall be paid his/her regular daily rate. Unless the employee serving jury duty does so on a non-work day, any jury duty compensation pay received from the Court System must be forfeited to the District.

In addition, any employee in the bargaining unit whose regular assigned shift commences at 3:00 p.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from that day's work without loss of their regular daily rate as stated in this paragraph.

G. **PERSONAL LEAVE:**

1. A regular employee may be absent with pay for a maximum of three (3) days per year (computed in hours) for personal reasons. Personal leave accumulation shall be equivalent to three times the number of hours worked per day. Personal leave shall be credited and available for use on July 1st of each year. Employees hired after July 1st shall have their personal leave prorated based on their scheduled annual hours of work for that first year of employment.

Personal leave is interpreted to include:

- a. Mandatory court appearances.
- b. Serious illness of persons not covered by sick leave.
- c. Urgent or infrequent immediate family obligations, as defined in Article VIII(H)(4), not covered by sick leave such as weddings, graduations, religious ceremonies or similar matters not scheduled by the employee.
- d. Recognized religious holidays.
- e. Funerals of persons not covered by sick leave.

- f. Necessary legal matters that cannot reasonably be performed outside of work hours.
 - g. Necessary business matters that cannot reasonably be performed outside of work hours.
 - h. Damage to the employee's house or property.
 - i. Participation in honorary events, award programs, or activities which offer the employee an opportunity for personal or professional growth.
2. Other legitimate requests shall be granted if:
- a. they cannot reasonably be handled outside of work hours;
 - b. they cannot reasonably be controlled by the individual making the request; and
 - c. they are not for recreational purposes

However, the Superintendent or his/her designee may deny any request in the event that the employee's absence would present an operational hardship.

3. **Procedure:**

- a. An employee who has available personal leave and wishes to use one or more days has the responsibility to notify the Superintendent or his/her designee in advance of the intended use of personal leave at least forty-eight (48) hours prior to the requested leave, except in cases of emergency where the employee demonstrates that advance notification is not possible. In those situations, the employee shall notify the Superintendent or his/her designee as soon as it is possible and shall provide written or verbal justification for the lack of advance notice. Notification shall be made using the AESOP system either through the computer log-in process or the call in process.
- b. Unless otherwise approved by the Superintendent or his/her designee, employees are prohibited from using personal days immediately preceding or following a vacation day, legal holiday, union leave day or on professional development or waiver days. Additionally, the Board will not grant any employee's request to take personal leave that falls within the two-week period prior to the first day of school, the first week of school or during the two-week period prior to the last day of school. However, during either timeframes above, if extenuating circumstances arise due to matters outside of the employee's control, personal leave may be granted after the employee shares said circumstances with the Superintendent or his/her designee in advance of the leave request and secures approval.
- c. A properly completed Personal Leave request in AESOP shall be submitted as much in advance of the leave day(s) as practicable. However, if the cause of the absence makes it impossible to submit the request in advance, the employee shall be responsible for verbally reporting the absence to the Superintendent or his/her designee and then confirming in writing immediately upon return.

- d. All Personal Leave shall meet the requirements of paragraph one (1) above. Personal Leave requests in AESOP shall be disapproved if the leave does not meet with the requirements of paragraph one (1). The leave in AESOP shall be returned to the employee within two (2) days following its submission unless the Superintendent or his/her designee requests additional information in accordance with Section b, in which case the leave request shall be returned to the employee within two (2) days following submission of the additional information. If the leave is disapproved, the reason for disapproval shall be clearly stated on the leave request in AESOP.
- e. Employees who have any unused personal leave time shall, at the end of each contractual year, be able to convert their remaining personal leave time to sick leave. This conversion shall take place by August 15th of each year.
- f. Employees who have not used any of the three (3) personal leave days during the school year may elect to receive a \$300.00 bonus in lieu of converting personal leave to sick leave. If the option to receive \$300.00 is selected, the Treasurer will pay the said amount no later than the second pay in August for the school year just ended. Personal leave converted to cash under this provision cannot be converted to sick leave.

H. SICK LEAVE:

1. Each regular employee shall earn fifteen (15) days (computed in hours) of sick leave each year, which shall be credited at the rate of 1-1/4 days per month of completed service in equivalent hours. In other words, the employee shall accrue his/her sick leave at the mathematical equivalent of the number of daily hours worked at the time the sick leave was earned; therefore, any movement up or down in hours worked would result in a modification of the number of hours of sick leave accrued.

Example:

A four (4) hour employee, who has earned thirty (30) days of sick leave (120 hours), when transferred to an eight (8) hour position will have accumulated fifteen (15) days of sick leave (120 hours) for that eight (8) hour position.

An eight (8) hour employee, who has earned thirty (30) days of sick leave (240 hours), when transferred to a four (4) hour position will have accumulated sixty (60) days of sick leave (240 hours) for the four (4) hour position.

Employees shall be grand-fathered with respect to sick leave accumulated as of January 1, 2006. This includes any employees recalled from layoff.

2. Employees, including those who render seasonal or intermittent service, will earn the appropriate sick leave hours at the rate at which they are actually working.
3. Each newly hired regular nonteaching employee and each regular nonteaching employee who has exhausted his/her accumulated sick leave, with advanced approval from Superintendent or designee, shall be entitled to an advancement of up to five (5) days of sick leave to be charged against the sick leave s/he subsequently accumulates. Such employee may not be advanced more than the number of days which s/he is eligible to accrue by the end of the school year.

4. Employees may use sick leave for the following reasons:
 - a. Personal illness
 - b. Injury
 - c. Exposure to contagious disease which could be communicated to others
 - d. Wife in childbirth
 - e. Illness of an emergency nature in the immediate family.

Immediate family defined:

Person residing in the home of the employee who is a member of the family or who clearly stands in the same relationship with the employee and the employee's child, mother, father, mother-in-law, father-in-law, sister and brother even if they do not reside in the employee's home.

- f. Death of the employee's spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, grandchild, grandparents, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any member of the family or household who clearly has stood in the same relationship with the employee as any of these.

Limitation: Except in the case of a spouse or child the absence shall not exceed five (5) days.

- g. Pregnancy
5. The responsible administrative officer shall require the employee to furnish a written, signed statement that his/her absence was due to any of the causes mentioned in this section. (South Euclid-Lyndhurst Schools Leave Report Appendix I) If medical attention was required, a physician's statement confirming such medical attention should be provided by the employee. The physician's statement shall include the name and address of the attending physician and the date consulted. Absences justified by a physician in writing shall not be counted toward the accumulated total absence for purposes related to the need to provide a physician's statement. If an employee is absent more than seven (7) separate occasions (instances) during a contractual year in which a physician's statement has not been provided he/she may be requested to submit a statement from the attending physician justifying the need for sick leave. If an employee used more than five (5) consecutive days of sick leave, he/she may be requested by the responsible administrator to provide the "Return to Work Form" identified in Appendix D of the contract. Attached to the form will be the job description for the position held by the employee. The physician will be expected to comment upon the validity of the employee's reason for use of sick leave and further advise the District regarding the employee's ability to return to work and perform the required functions of her/his assigned position.

Nothing in this section shall be construed to waive the physician-patient privilege provided by Ohio Revised Code Section 2317.02.

6. Sick leave which has been earned in previous public employment in Ohio is transferable.
7. Unused sick leave days/hours may be accumulated to an unlimited number of days/hours.
8. In the event that sick leave balances are not included on the paycheck statements, each employee will be supplied with an annual notice indicating the amount of his/her accumulated sick leave.
9. Abuse of sick leave or dishonesty by an employee in use of sick leave, or in verifying a claim for such leave, including falsification of any statement used to justify the use of sick leave, may be considered just cause for disciplinary action up to and including dismissal from service.
10. Following established procedures, through AESOP, employees shall give daily notification of their intent to be absent under sick leave provisions, except that employees on extended sick leave need not call in each day if they have notified their supervisor of the expected length of their absence and the name, address and telephone number of the physician they consulted regarding their illness.
11. Sick leave forms shall be the same as those used by SELTA. (See Appendix)

I. **CATASTROPHIC ILLNESS:**

The Board will establish a Sick Leave Bank to provide for paid sick leave for qualifying absences that exceed the amount of sick leave accumulated by an employee. The Sick Leave Bank shall be funded by voluntary donations by bargaining unit members and subject to the guidelines below.

A. Eligibility and Use of the Bank

1. In the event an employee experiences a "catastrophic illness or injury, as defined below, and exhausts all paid (e.g., sick, vacation, personal, etc.) leave, the employee may be eligible to receive donated sick days from the established Sick Leave Bank. The Bank will not extend to any other individual, regardless of relationship to the employee.
2. An employee must have donated at least one (1) sick day to the Bank in order to be considered a member of the Bank and utilize this benefit.
3. An employee may use the Bank only if he/she has been an employee for at least one (1) full contract year (at least 120 days of service) prior to the request to draw days from the Bank.
4. An employee may file a request for donations with the Superintendent or designee by submitting a letter from his/her physician describing the condition or prognosis or a copy of his/her application for disability leave. Such information shall be kept confidential and shall be maintained by the Human Resources office.
5. The Superintendent or designee will determine whether the requesting employee may utilize the Bank by applying the definitions and criteria as set forth in this section. An employee seeking days will be required to acknowledge that the District may receive confidential medical information about the employee.

6. A recipient of donated days must apply for SERS disability retirement, if appropriate. The Superintendent or his/her designee shall consult with the Association President to determine whether the condition warrants the employee submitting an application to SERS. Once a member becomes eligible for SERS disability, the member is no longer eligible to apply for, receive or use Bank days.
7. The maximum number of days per approved recipient, per year shall be forty (40) days at the receiving employee's regular contracted rate and hours. Days shall be allocated on an as-needed basis. The maximum number of per diem days which may be paid under this provision in any school year is one hundred (100) days (based on an eight-hour day, i.e., no more than 800 hours). The maximum number of days that any employee may receive during his/her employment with the District is eighty (80) days.
8. If the Superintendent approves the request, the donated days shall be provided in terms of hours to the employee based upon the recipient's workday at the time of the approval. Therefore, if an employee is contracted to work for two hours, they will receive two hours' worth of paid time off at their regular hourly rate for that "day." Accordingly, two hours will be subtracted from the Bank.

B. Donations to the Bank

1. If a bargaining unit member elects to contribute, each day of contribution shall result in the reduction of a day of sick leave from the member's sick leave accumulation. A request to donate must be made in writing, signed by the donor and delivered to the Superintendent or designee.
2. Days must be donated in full-day increments only. An employee's donation shall be converted to hours based upon the length of that employee's workday at the time of donation. For example, if a two-hour position donates a "day" to the Bank, it shall be converted to two hours of time for the Bank for subsequent use.
3. The Association will solicit and receive donations in October each year. In order to donate to the Bank, an employee must have a sick leave balance of at least five (5) days, after subtracting the donated day(s). Employees may not donate more than five (5) days to the Bank per year.
4. An employee's donation shall be converted to hours based upon the length of that employee's workday at the time of donation. For example, if a two-hour position donates a "day" to the Bank, it shall be converted to two hours of time for the Bank for subsequent use.
5. In the event that the balance of the Bank reaches forty (40) days or less (which shall be defined as the equivalent of 320 hours of Bank time), the Association may solicit donations for additional days.
6. The donation of sick day(s) is irrevocable. Any unused sick bank days donated shall remain in the Bank from year-to-year. However, the maximum Bank cannot exceed 1600 hours at any point in time, except to allow for an employee to become eligible for the Bank.

7. The donation of sick day(s) to the Bank is to be determined in the sole discretion of the donor. No employee has the right to expect a sick day donation, and donors shall not be subject to undue pressure to donate. Solicitation of donations is permitted by the Association, but not by the intended recipient.
8. The Association shall provide the Treasurer with a list of employee contributors to the Sick Leave Bank and the number of days contributed by each.

***For purposes of this section, a "catastrophic illness or injury" shall include matters which constitute a significant and serious medical condition such as:

- Multiple fractures or amputation of a limb
- Spinal cord injuries
- Severe head injury/trauma
- Severe burns
- HIV spectrum disorders
- Cancer
- ALS (Amyotrophic Lateral Sclerosis)
- Cerebral Palsy
- Muscular Dystrophy
- Hemophilia
- Hepatitis
- Stroke or cerebrovascular event/accident
- Major surgery
- Serious mental illness
- Other serious rare disease(s)

Catastrophic or long term illness is not intended to include maternity leave and/or absences due to a child birth. However, complications resulting from pregnancy or childbirth which result in a catastrophic illness or injury are included.

IX. VACATIONS

A. SCHEDULE:

1. Classified personnel whose established contractual year is 240 days or more are entitled to vacation days according to the following schedule:

<u>Years of Employment Completed*</u>	<u>Vacation Days</u>
4 or less*	10
5-9*	15
10-15*	20
16	21
17	22
18	23
19	24
20 or more	25

2. Nine or ten month employees promoted to twelve (12) month positions will be entitled to vacation days based on completed years of employment in the District.

*Includes full-time employment by the State or any political subdivision. To earn the extra vacation days for years 16-or more on the chart above, only the years of employment in the South Euclid-Lyndhurst School District may be counted.

3. Each employee shall arrange in a manner prescribed by the Director of Business Affairs to take his/her vacation at a time which will cause the least interference with the operation of the school system. Normally, vacations are not to be deferred beyond August 31 following the end of the employee's contractual year. Vacations may be scheduled over the full work year with the approval of the Director of Business Affairs.

B. COMPUTATION:

1. For the purpose of computing vacation time, an employee's first year of service with the South Euclid-Lyndhurst Schools shall be counted as a full year if such employment constitutes more than six months of the contractual year. If less than six months, no credit will be granted toward vacation time.
2. An employee, having followed proper procedure for termination of contract, will be given the accrued vacation pay due provided he/she had completed a minimum of one year of service.
3. In case of the death of a classified employee, the pro-rated portion of his/her earned but unused vacation leave for the current year shall be paid to the surviving spouse, or other beneficiary.

X. HOLIDAYS

A. SCHEDULE:

1. All regular classified employees who work less than a full year schedule will be entitled to the following paid holidays which fall between the beginning and the end of each individual's work year, provided each such employee accrued earnings on his/her next preceding and next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days. These may include Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday and Memorial Day.
2. All other regular classified school employees are entitled to the following paid holidays, provided each such employee accrued earnings on his/her next preceding and next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days: New year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas and Christmas Day.
3. The calendar of observed holidays shall be determined by July 1st for the upcoming school year.

B. SPECIAL CIRCUMSTANCES:

1. In the event that any designated paid holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In case such a holiday occurs on Sunday, the following Monday shall be observed. The holiday will be paid based on the employee's actual scheduled work hours on the day the holiday is observed. If school is in session and an employee is required to work on this alternate day or on any Board designated holiday, compensatory time will be arranged as described below, or the employee will be granted pay in lieu of such holiday time.
2. Designated compensatory time must be taken within the pay period in which it is earned. However, if the employee elects to take compensatory time off for the holiday worked, such compensatory time shall be granted by his administrative superior, at a time mutually convenient to the employee and the administrative superior, within one hundred eighty days (180) after the holiday is worked.

XI. PERSONNEL FILES

A. RIGHT TO EXAMINE:

1. Any employee shall have the right to examine all materials in his/her personnel file, except pre-employment information, at any time during the normal workday subject to the following:
 - a. That prior approval of the employee's supervisor is obtained.
 - b. That the Superintendent or designee is present at the time the material is examined. For this reason, the employee must make an appointment in advance to examine his/her personnel file.
2. Employees also shall have the right to review their personnel files in the company of an OAPSE representative and also to delegate that right through written permission to an OAPSE representative. In either case the Superintendent or designee, must be present. Should the OAPSE representative be an employee of the Board, permission must be granted by that individual's immediate supervisor for him to take time off for this purpose.
3. The employee shall have the right to copy any materials in his/her file; the Board may charge actual cost for the copies of any material requested by the employee.
4. Material contained in the personnel file must be job related. The author of each piece must be identified and all material must be dated.
5. Employees shall be provided with a copy of any derogatory written material within ten (10) work days after it is placed in the employee's personnel file. In case of disagreement concerning materials in the employee's personnel file, the employee may file a written report to be attached to the disputed document.

6. During the course of employment with the Board, no employee shall have an evaluation placed in his/her personnel file without an opportunity for discussion between the employee and the evaluator. In any negative evaluation, specific instructions for the improvement of sub-standard performance shall be placed on the evaluation form or attached to it.
7. Any employee may request the removal of a disciplinary action from his/her personnel file after fifteen (15) months of no repetition of the deficiency.

The employee requesting the removal of documents shall meet with the Director of Business Affairs to discuss the merits and rationale for removal. The Director of Business Affairs may comply with the request.

The decision of the Director of Business Affairs whether to retain or remove disciplinary records from the personnel file may be appealed to the Superintendent level. The decision of the Superintendent shall be binding.

The decision of the Director of Business Affairs or Superintendent whether to retain or remove disciplinary records from the personnel file is a non-grievance decision.

8. The official file of each employee shall be maintained at the Board of Education office. Any material not in this official file will not be used in disciplinary action against an employee, nor will it be used in the job selection process.
9. Only necessary and relevant employee information will be maintained in an employee's official file. Information that is no longer timely may be removed. Information that is no longer appropriate or verifiable or that is found to be inaccurate will be removed.

B. USE:

Upon termination of his/her employment no communication shall be made that may have an adverse effect upon the employee's re-employment or compromise his/her integrity or competence unless such communication is verified by the contents of the employee's personnel file.

XII. EVALUATION

All employees will have their performance appraised by their building principal (if applicable) and department supervisor (not in the bargaining unit.) Performance appraisals will be done on the Standard Evaluation Forms in the Appendix (Appendix E). Any bargaining unit member whose job responsibility includes the supervision of other bargaining unit members shall provide written input to the Administrator/Supervisor as to his/her assessment of the specific employee's performance. Employees must sign a copy of the evaluation before it goes into the official personnel file. The signature does not necessarily mean that he/she agrees with the report, but merely that he/she read and discussed it with the supervisor. No comments can be added to the performance appraisal after the employee has signed it. Each appraisal form shall include space for the employee's comments.

Evaluations shall be kept in the employee's official personnel file for a minimum of three (3) years.

Any employee may request the removal of an evaluation from his/her personnel file after three (3) years.

The employee requesting the removal of documents shall meet with the Director of Business Affairs to discuss the merits and rationale for removal. The Director of Business Affairs may comply with the request.

The decision of the Director of Business Affairs whether to retain or remove the evaluation from the personnel file may be appealed to the Superintendent level. The decision of the Superintendent shall be binding and not grievable.

XIII. FILLING POSITIONS

A. NOTIFICATION OF VACANCIES:

1. When a vacancy occurs in a job covered by this Agreement, or if a new job classification is created, except where recall provisions apply, a notice of such job opening and job description shall be posted on the District's website and will be sent by e-mail to the Association President and all employees covered by this Agreement. A job vacancy will be posted on the District website for five (5) calendar (excluding Saturday, Sunday, and Board-approved holidays) days.
2. Employees currently in the classification in which the vacancy occurs shall be considered for such vacancy before other Board of Education employees who, in turn, shall be considered for such vacancies before outside applicants.

Providing all other criteria are substantially equal, preference for all job openings shall be given to the senior member of the bargaining unit applying for the position in the same classification as the job opening. Only applicable criteria listed below shall be used.

Criteria

- a. Possession of proper license (or actively enrolled in a training program to secure the required license), where applicable.
- b. Skills testing, relevant to the position, may be used if applicable.
- c. Successful work experience and/or prior training.
- d. A successful employment record with the Board, which will include such criteria as attendance, evaluations, and recommendations by immediate administrative supervisor.

Of these factors, whenever skills testing is applicable to the position, the primary criteria in determining the most qualified applicant will be successfully completing a testing process. An evaluation tool or testing mechanism will be developed by the position's direct supervisor and/or the Superintendent with the involvement by a Union representative in the relevant classification. The skills testing will be administered in a uniform manner to all candidates for the position. Due to the necessity of specific testing skills and aptitude required for those positions in which skills testing is applicable, a passing grade of not less than 70% on the test will be required.

3. Prior to any action being taken to invite or to interview applicants for a newly created position, a copy of the job description shall be given to the Association chapter president along with the salary rate for the position.
4. In the event the posted qualifications for a vacant position are reduced during the process of filling the position, the position shall be reposted and filled in accordance with this section of the Agreement.
5. If an employee applicant is not selected to fill a vacancy, the employee may request a conference with the Director of Business Affairs for an explanation of why he/she was not selected.
6. The Association shall be notified if a vacancy is not filled within twenty (20) work days of the position being vacant.
7. A formal training program will be used to support the professional growth of personnel. An employee will be required to satisfactorily complete this training in full prior to receiving consideration for a promotion. This training will be on paid time and available to those in the classification for which the training was designed.

B. SEASONAL WORK

Job postings will be posted in advance of the seasonal requirement and letters of interest (the employee letter will be considered to be the application) will be received from interested employees in the areas of Transportation, Building Operations, Building Maintenance and Grounds. Bargaining unit employees will be given first preference in the application process. Candidates will be ultimately considered based on their prior performance appraisals and formal assessments (from their regular assignments as well as their previous seasonal assignments, if applicable and available) as well as their attendance records. Where these factors are deemed to be relatively equal, seniority shall be the determinant. Employees who are regular employees and work during the summer months outside of their classification shall be paid the Substitute Custodial rate.

Regular employees who are employed for seasonal work shall be paid for July 4th.

All employees who work in the seasonal capacity must have a current (within one (1) year) performance appraisal on file. This evaluation is to be performed by his or her immediate supervisor.

The time period during which part-time and regular nine (9) and ten (10) month employees accept seasonal work shall not count as time performed during a year for salary schedule purposes, vacation or towards other benefit eligibility.

C. FILLING POSITIONS:

The Board may transfer and assign employees in order to provide a reasonable accommodation to disabled bargaining unit members in accordance with the Americans with Disabilities Act.

XIV. TRANSPORTATION

A. SCHOOL BUS DRIVER CLASSIFICATION - TRANSPORTATION:

Only classified bargaining unit school bus drivers shall be allowed to operate any school bus or van owned or leased by the South Euclid-Lyndhurst City School District and used for the purpose of transporting students, except when a classified school bus driver is not available or under one of the following conditions.

1. The district may have an unlimited number of vans for transporting students, only two of which may be driven by a non-bargaining unit driver, each for one trip to a separate destination.
2. Extra trips utilizing no more than one van per destination, (maximum two (2) vans) which include an overnight stay as part of the trip as determined by the Supervisor, may utilize a non-bargaining unit driver.
3. Extra trips utilizing no more than one van per destination (maximum two (2) vans) and which involve transportation of nine (9) or fewer students may be driven by a non-bargaining unit driver.

B. ANNUAL PRE-SCHOOL SAFETY MEETING:

1. The annual pre-school safety meeting will be scheduled approximately one (1) week prior to the start of the school year.
2. Adjusted bus routes of the previous school year will be presented and bid.
3. Drivers shall bid on all routes using seniority based upon the official seniority list used for Reduction in Force (RIF). Transportation Classifications are as follows:

B-3: Employees holding dual positions and working eight (8) continuous hours per day -
Mechanic/Bus Driver, Bus Driver/Transportation Router/Dispatcher,
Driver/Transportation Trainer.

B-2 Bus drivers with regularly scheduled a.m., p.m., and Mid day route

B-1: Bus Driver Aides

Routes will be awarded based on driver bids, subject to the lateral transfer provisions of the Agreement. For bidding purposes, Transportation Classifications B-2 and B-1 will be treated as one classification with one seniority list, the official seniority list used for Reduction in Force.

4. Route Bidding
 - a. There will be one (1) total route bid each year.
 - b. Only regular routes that have increased or decreased by fifteen (15) minutes or more and special education routes that have increased or decreased by thirty (30) minutes or more will be posted for re-bid at the October Safety Review Meeting.

- c. All special education routes will be constructed to include mid-day runs. Drivers and Aides who bid these routes shall be guaranteed at least six and one half (6.5) hours per day, at least four (4) days per week. On days the routes are not scheduled to operate, and South Euclid-Lyndhurst schools are in session, the drivers and Aides shall be guaranteed at least four (4) hours.
 - d. Dual classified employees working eight (8) hours per day and forty (40) hours per week shall not be eligible to do lunch runs.
5. The assignment of all drivers shall not normally exceed eight (8) hours per day or forty (40) hours per week. Field trips shall not impact on the eight (8) hour limitation.
 6. All drivers must report to the Transportation Department fifteen (15) minutes prior to all scheduled departure time from the bus lot for the purpose of completing the pre-trip check. The pre-trip inspection form must be completed in detail and signed before the bus can leave the lot. If the driver fails to complete the pre-trip inspection form or fails to submit the form on a daily basis, the fifteen minute compensation will be deducted and the driver will be disciplined.
 7. Bus drivers are required to perform all safety procedures on a regular paid basis as required by Federal and State Law and Board of Education Policies.
 8. All bus routes of the school year, except as assigned to Bus Driver/Transportation Router/Dispatcher and Mechanic/Bus Driver, including Mid-Day runs, will be presented and bid. Bidding will take place at the Annual Pre-School Safety meeting. School calendars related to each bus route will also be presented.

C. OCTOBER SAFETY REVIEW MEETING:

1. The October safety review meeting will be scheduled on the first Wednesday of the first full week in October.
2. A list of the A.M., Mid-day, and P.M. regular route assignments that have changed by fifteen (15) minutes or more and the special education assignments that have changed by thirty (30) minutes or more, will be available for review by drivers. Only these routes will be eligible for rebidding on a seniority basis using the official seniority list used for RIF's.

D. CHANGE OF ASSIGNMENT:

Terms:

Route: The a.m./p.m. and/or mid-day assignments

Run: A route segment (or portion)

Note: If a route includes a special education run, that whole route becomes a special education route.

1. In the event a route opens as a result of death, retirement, termination, resignation or the creation of a new route, the open route shall be posted within two (2) days of the opening for five (5) working days. Regular drivers shall have the first consideration for the posted route. The route shall be awarded to an interested, eligible driver with the most seniority.
2. Anyone in the bus driver/transportation/trainer, bus driver/assistant mechanic, bus driver/Transportation Router/Dispatcher or an eight (8) hour related classification, may request consideration for a vacancy during the year providing he/she is willing to change classification.
3. If following the October safety review meeting, a regular route increases or decreases by fifteen (15) minutes or more each day over a five (5) day trial period, or if a route that includes a special education run increases or decreases by thirty (30) minutes or more each day, over a five (5) day trial period, a notice of such change shall be posted by the Supervisor following the October bid.
4. Should a route change, as stated in item 3 above following the October safety review meeting, the Supervisor will, within the next two (2) work days, post for five (5) days the change. Drivers may request consideration for change of assignment. The change may be simply awarded as an addition to the most senior driver's present route if it is feasible to do so. If not, then, the bid/bump procedure will take effect.
5. Bumping shall take place in the following manner.

If a driver has fewer hours due to a decrease in the route, the driver has the option of bumping a driver with the least seniority from the bottom up, and equal or close to the time of his/her route, under the provisions set forth in Item #3 above.

6. Drivers whose routes are canceled may bump the least senior driver whose hours are equal to or closest to those lost, but not greater than. If a driver chooses not to bump, he/she retains seniority and will be considered on future runs. If a driver is laid off, as a result of not bumping, recall provisions in the contract shall govern.

E. MID-DAY ROUTES

1. The term mid-day refers to regularly scheduled routes that occur after the regularly scheduled morning route (A.M.) and prior to the regularly scheduled afternoon (P.M.) route. Mid-day routes will be awarded on a seniority basis, conditioned by paragraph 2 of B-3 above, at the pre-school Safety Meeting.
2. If a driver is absent and there is a bus assistant on the mid-day run, the bus driver assistant will drive for the absent driver and a driver will sub for the bus assistant on that route (MOU dated January 9, 2009). A sign-up sheet for regular drivers who do not have a mid-day run will be posted at the beginning of each school year. This list shall be used on a downward rotation basis, in order of seniority, to fill in for the absent driver and/or bus assistant on the mid-day list. In the event that both bus driver and bus driver assistant are absent, the provisions of the MOU dated January 9, 2009 shall apply. After exhausting this list of regular drivers, a substitute driver may be called. This sign up list shall be posted. Drivers have the option to sign up to be on this list throughout the school year.

Regular mid-day drivers whose schools are closed on a particular day, shall notify the Supervisor in the A.M. on their arrival as to their availability for a mid-day substitute route. They will be added to the list on that day after the regular list is exhausted and prior to a substitute driver being assigned.

3. The assigned aide to the route will become the driver of the route should the assigned driver be absent from the route. Should the assigned aide be absent from the route or be moved up to the driver position, then the aide position will be filled from the "mid-day" rotation list. Should both the driver and aide be absent from the route, then the positions will be filled from the "mid-day" list, with the driver position being filled first, and the aide position being filled second.

F. **POSTING OF FIELD TRIPS:**

1. The Supervisor or designee shall maintain two (2) trip lists. List #I - (Monday through Friday, until 2:30 p.m.). List II - (Monday through Friday after approximately 2:30 p.m., including all day Saturday, Sunday and holidays).

Field Trip List

List #I

Trips occurring Monday thru Friday until approximately 2:30 P.M. which are less than (6) hours in length.

(Special Provision)

On this list, drivers with mid-day runs will be marked N/A (not available) if the field trip interferes with their mid-day run as determined by the Supervisor or designee.

All regular drivers will not be pulled off their A.M. runs or Mid-Day runs.

Field Trips six (6) hours or more shall be used from list II. A driver who has a mid-day run may only be taken off the mid-day run when a trip is six (6) hours or more. This shall not include warm-up time.

List #II

Trips occurring Monday thru Friday, beginning after approximately 2:30 P.M. and all day Saturday, Sunday, holidays, and overnight.

Field trips in excess of six (6) hours shall be assigned from List II. A driver who has a noon run may be taken off the noon run when a trip is more than six (6) hours in duration. The length of the trip shall not include the required pre-trip inspection.

All List II Field Trip Drivers shall be eligible for the 2:30 - 4:00 P.M. departing Field Trip.

If during the term of this Agreement, either side determines that additional changes/modifications are necessary for out of district routes, due to location, representatives of OAPSE and representative of the Administration shall meet to make said changes/modifications.

2. The extra-trip rotation rosters shall be visibly posted.
3. Extra-trips will be assigned on a rotating basis from the appropriate list, in order of seniority.

G. **ROTATION SCHEDULING PROCEDURE FOR FIELD TRIPS:**

1. All field trips shall be completely filled out. Trips will be electronically collected using the email time stamp. Field trips for the following week will be made available by 10:00 am on the preceding Thursday. Trips will be posted on a board. Drivers by rotation seniority will choose from the trip board before the end of the business day. Drivers are responsible for their trips.
2. The Supervisor or designee will identify the appropriate trip list.
3. Each trip shall have the driver's name next to the trip list when assigned.
4. A confirmation slip of the field trip shall be attached to the driver's card, subsequent to the completion of the master trip assignment sheet.
5. If an emergency arises, less than 24 hours, the parties can notify the supervisor or designee by phone or radio and assigned trip will be charged appropriately. Trip assignment will be determined by the supervisor or designee.
6. In the event the transportation department is given less than 48 hours' notice on a trip, the seniority rotation will be following for the next three drivers. If they do not accept the trip, the trip will be reassigned as determined by the supervisor or designee. Trips with less than 48 hours' notice, the drivers asked to take trip will not be charged.
7. All drivers are eligible for trips over the summer. Employees working 260 days per year are not eligible for trips on List 1 during the summer.
8. Drivers may request, in writing, to have their name removed from, or added to any specific field trip list. Such written request must be submitted five (5) working days ahead of when a driver wishes to be removed or added back to any specific rotation list.
9. The parties recognize that the District may implement an electronic method of assigning field trips. Prior to implementing this system, the Association President and Superintendent or his/her designee will consult on the logistics of implementing the system and amend the language above to allow for the program's operation.
10. Extra-Trips Charging:
 - a. Any time a driver accepts a trip, that driver shall be charged on the appropriate list.

- b. If for some reason a driver cannot take a trip after accepting it, he/she will be charged for that trip and the trip will go to the next driver in rotation, who, in turn, will also be charged for that trip.
- c. In the event of a trip with less than forty-eight (48) hours notice, per the time on the trip ticket, the trip rotation list shall be followed with one exception:

If the next three drivers cannot be contacted or refuse the trip, it may be assigned at the Supervisor's discretion.

11. Extra Trip Cancellation

List I

If a trip is canceled with or without prior notice, the driver who has accepted the trip shall be eligible for a make-up trip.

List II

If a trip is canceled without notice, the driver who has accepted the trip shall be eligible for two (2) hours of pay and shall be given a makeup trip.

12. Split Trips:

The Supervisor or designee can split assigned trips at his/her discretion which is in the best interest of the school district.

Field trips scheduled for Saturdays or Sundays, which are six (6) hours or less in length will not be split unless mutually agreed to by the driver and Supervisor.

13. Early Dismissal:

The regular driver will be responsible to transport his/her regular students on all days effected on early dismissal. In the event a regular driver is driving his/her assignment or is on a field trip on a day of early dismissal, any regular driver may be asked to drive the early dismissal.

14. Spring, Winter, Summer Break:

Drivers are expected to drive their regular routes during break time, but may be allowed this time off provided they arrange for their route to be covered, with concurrence by the Supervisor, two (2) weeks prior to the break.

15. No School - Non Public

When regular drivers have a non-public route and that route is not scheduled, these drivers shall notify the Supervisor forty eight (48) hours in advance of their availability to substitute for a regular absent driver on that day(s). Regular drivers shall receive the opportunity to work prior to substitutes.

16. Report Pay:

An employee shall receive report pay for a minimum of two (2) hours at his/her applicable rate of pay when required to work on a day other than his/her normal workdays or at a time separated from his/her normal work schedule and for the situations listed below: (Article: XX.G)

- a. Report pay is when a driver drives a route or part of a route when South Euclid-Lyndhurst is not in session and when private/parochial schools are not in session.
- b. Report pay shall be paid when a driver is called back to work for an assignment.
- c. When a driver has a lay-over at the bust garage building of forty-five (45) minutes and no work is available, the driver is not required to stay on the premises, but will be paid for the total time. (This is based on the Union's assurance that if an employee is on the clock, she or he cannot use Board equipment to take a personal trip or run personal errands.)

H. SAFETY:

1. The Board of Education will provide all drivers with a copy of the State of Ohio regulations for operating a school bus.
2. School bus drivers are responsible for the interior cleanliness of their bus, including gassing, checking all fluid levels. Pre-trip inspection must be done prior to leaving the storage in accordance with Ohio Administrative Code (O.A.C.- 3301-83-11).
3. The Board of Education shall notify drivers of any changes in the school bus laws and safety procedures at the Annual Safety Meeting.
4. School bus drivers cited in two (2) or more at fault accidents in a Board vehicle during one (1) school year shall be required to submit to a re-evaluation by the State Regional trainer (i.e., Mike Redfern) or his appointed designee for a re-determination of their driving skills. Should the Trainer determine that a driver's skills are deficient, that driver shall be required to participate in a re-training program. The driver shall receive his/her regular rate of pay while re-training.
5. The Board shall pay for state required bus driver physicals and drug/alcohol testing.
6. The cost of the license abstracts, required by the Board, shall be paid by the Board
7. The Board shall be responsible for outside washing of the buses.

I. OVERNIGHT TRIPS WITH SCHOOL VEHICLES

On overnight* or longer athletic or field trips involving transportation of students, the vehicle will be driven only by a full-time bargaining unit employee of the South Euclid-Lyndhurst Board of Education, properly licensed and possessing an approved State of Ohio School Bus Driver's Physical Exam Certificate. The second field trip list shall be used.

*Driver will be guaranteed eight (8) hours for each day following the overnight stay. Driving over eight (8) hours will be paid at the appropriate overtime rate.

The driver shall be reimbursed for lodging and meal expenses under the same conditions as the teacher acting as leader or chaperone of the trip. The driver is to be lodged at the same establishment as the group of students he/she is transporting. Driver shall not stay in the same room as any of the students, coaches, or chaperones.

J. **TRANSPORTATION - MISCELLANEOUS**

1. All extra work not requiring special training shall be rotated according to classification seniority.
2. Any driver ineligible to drive due to a physical condition, or unable to be insured due to driver license violations, shall be allowed to switch positions with a Bus Aide, as long as the Aide does not lose pay or benefits. If the switch is impossible due to the above, then the Driver shall be given a mandatory leave of absence without pay for the duration of the period of ineligibility. The Driver will be recalled when eligibility is restored.
3. All bus drivers and aides shall be guaranteed four (4) hours per day and full seniority for each school year worked.
4. Driver Training and Testing: The employer shall pay all costs associated with the mandated training and testing set forth in Ohio Law for school bus drivers and mechanics, including compensation to employees at their regular rate of pay for up to fifteen (15) hours of time spend obtaining recertification.

XV. MISCELLANEOUS

A. **JOB DESCRIPTIONS:**

The Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.

Each newly hired or newly promoted employee shall be furnished with a copy of the appropriate job description.

Prior to any proposed change to a job description covered in this Agreement, the Administration shall notify the president of the Association of the proposed change and of the effective date of the proposed change. Changes to a job description may result in reclassification on the Salary Schedule. In the event that the Board determines to change a job description during the term of this Agreement, the parties shall meet to determine whether a new wage rate should be established.

It is solely the right of the Administration to create new positions within the bargaining unit and the job descriptions for such positions. However, the parties shall meet whenever a new position is created to offer input and to determine the position's wage rate.

B. SUPERVISORY PROHIBITION:

Except in emergency circumstances where bargaining unit members and subs are unavailable, supervisors shall not perform bargaining unit work.

C. INDIVIDUAL VIEWS:

Nothing in this Document shall prohibit any individual or individual groups from presenting their views and recommendations to the Administration or Board in accordance with established procedure.

D. INJURED EMPLOYEE BENEFITS:

Any employee injured on the job while working for the South Euclid-Lyndhurst City Schools shall continue to receive his/her medical benefits, until sick leave is exhausted or for four (4) months, whichever is greater, providing written documentation is provided from a licensed physician that the employee is physically unable to return to work for that period of time.

E. DRUG AND ALCOHOL POLICY

The Association and the Board agree that substance abuse is a serious societal problem, one that should be treated as an illness. The Association and the Board therefore agree to the following testing program.

1. No random drug or alcohol drug testing, except as required by federal law for those with Commercial Drivers License (CDL). Random selection shall be done in-house, with a union official present.
2. Employees qualifying for drug/alcohol testing are as follows: employees with a CDL covered by federal law; employees against whom there is reasonable suspicion or cause to believe that they are under the influence of drugs/alcohol and whose performance is impaired as determined by a supervisor trained to recognize the symptoms in appearance and behavior characteristic of substance abuse; and new employees as part of a pre-employment testing program for all.
3. Any employee required to be tested or under observation because of a reasonable suspicion that he/she may be under the influence of drugs/alcohol shall have the right to have a representative of his/her choice present upon request. The employee has the right to confront anyone alleging substance abuse.
4. Federal requirements will determine whether an employee has passed/failed the drug or alcohol test(s).
5. Testing procedures and devices used will be as set forth in the federal guidelines.
6. Any employee who fails the drug/alcohol testing shall be placed on leave in accordance with federal requirements, evaluated by a substance abuse professional and referred for treatment when treatment is determined to be necessary. The employee can return to his/her position when he/she has complied with all recommended assistance and passed the required return-to-duty testing. The employee will maintain his/her seniority. The employee shall be tested 6 times through the course of the next year.

7. An employee may use accumulated sick leave, FMLA, personal leave, and a general unpaid leave of absence for illness/disability as set forth in the collective bargaining Agreement.
8. The disciplinary process will not be used for a first offense. Subsequent offenses will be subject to the discipline procedure set forth in Article VII of the collective bargaining Agreement.
9. Test results will be confidential, only provided on a "need-to-know" basis, i.e., the employee, the employer, and substance abuse professional. Test results will not be forwarded until analyzed by a Medical Review Officer (MRO).

XVI. HOURS OF WORK

A. CUSTODIAN-MAINTENANCE:

The regular work hours for A, B, C, D, E, F, G, K, L, M, N, and Q classifications shall be eight (8) continuous hours per day Monday through Friday, excluding lunch. There will be two third shift Assistant Custodian positions (Classification G) at Brush High School. These two third shift Assistant Custodians at Brush shall work Monday through Saturday. Utility Maintenance positions work Wednesday through Sunday, 7 am to 4 pm. Unit Custodians must hold a Boiler License Certificate.

B. LEASE AGREEMENT BUILDINGS:

In those buildings with exclusive use lease agreements, the Board of Education agrees to employ only bargaining unit members to perform custodial services. The board may employ custodians to work a different workweek or on weekends in those buildings.

Lease agreement building workloads for custodians will be determined using the same process as other buildings within the district.

C. MAIL CLERK:

The regular work hours of the mail clerk/assistant custodian classification shall be Monday through Friday, eight (8) hours per day, for twelve (12) months.

D. BUS DRIVERS PART-TIME:

The regular work hours for part-time bus drivers shall be Monday through Friday, four (4) hours per day minimum, during the school year pursuant to the school calendar.

E. CAFETERIA:

1. The regular work hours of cafeteria employees shall be Monday through Friday during the school year pursuant to the school calendar and not less than one hundred seventy-eight (178) work days, excluding any applicable holidays.

2. Banquet and additional work shall be performed by regular cafeteria employees according to seniority in rotation regardless of building. Substitutes shall not perform additional work when regular Food Service employees are available.
3. A time clock shall be provided and used by all cafeteria employees.
4. The regular work hours for cafeteria employees employed prior to November 1, 1987, shall be the minimums designated as follows:

<u>Position</u>	<u>Minimum Hours</u>
A Manager - High School	8 hours/day
B Manager - Junior High	7-1/2 hours/day
C Cooks	6-1/2 hours/day
D Asst. Cooks	5-1/2 hours/day
E Cafeteria Workers	5 hours/day
F Cashiers	5 hours/day

5. **High School and Greenview** cafeteria employees hired on or after November 1, 1987 shall have minimum hours as follows:

A Manager - High School)	
B Manager - Junior High)	
C Cooks)	6 hours/day
D Assistant Cook - Greenview)	
E Asst. Cooks)	
F Cafeteria Workers)	2-4 hours/day
G Cashiers)	
(Fewer than 4.0 hours is limited to students currently or formerly in a work study program)		
H. Food Courier/Cafeteria Worker		-- 7 to 8 hours/days

6. Elementary and Junior High School Cafeteria employees shall have minimum hours as follows:

Server/Preparer	2.5 hours
Cashier	2.5 hours
Cafeteria Worker	2-2.5 hours
(Fewer than 2.5 hours is limited to students currently or formerly in a work study program)	

7. Present employees shall be able to move into a higher pay assignment or acquire additional time prior to any substitute being utilized, based on availability, and in accord with Section XX (Wages), paragraph "J".
8. In the event an employee is absent and no substitute is assigned to replace the absent employee, the employee(s) having to pick up the additional work shall be granted a minimum of one-half (1/2) hour to each employee.
9. In-service training for the cashier's position shall be provided to employees eligible to perform cashiering.
10. In accord with paragraph G-7 above, regular employees shall be given first preference for substitute assignments, of a temporary nature, over substitutes. Temporary assignments may

be made for periods not to exceed five (5) work days. Temporary assignments lasting longer than five (5) work days will require the approval of the employee and notification of the Association.

Permanent transfer of an employee shall be governed by involuntary transfer as set forth in Article VI, letter D.

11. Work outside of scheduled hours will be compensated at the premium rate (Appendix B). The provisions of Section XX (Wages), paragraph "E" (Overtime) shall apply.
12. A food service employee, one each at Greenview Upper Elementary School and Brush High school as appropriate, where and when managers are not a regular and continuing part of the staff, shall receive a stipend of Seventy-five cents (\$.75) per hour, one (1) hour per day for Brush High School and two (2) hours per day for Greenview Upper Elementary School. Said stipend will be reflected in Appendix B (wages), also known as the Cafeteria Personnel Hourly Labor Schedule, for the employee performance of designated managerial tasks beyond the job description, including, but not limited to, such activities as materials procurement, meal ticket distribution, time card administration, inventory control and related food service activities.

F. **LUNCH:**

Each full time employee (4 hours or more) shall be provided an unpaid lunch break.

G. **APPLICATION:**

Nothing in this Article shall restrict the Board's right to abolish positions, lay off employees or to create new job classifications. In the event that positions are abolished, or employees are laid off, the RIF provisions of this Agreement shall apply. In the event that new job classifications are created, the job vacancy provisions of this Agreement shall apply.

XVII. REDUCTION IN FORCE

- A. The following procedures will govern the reduction of classified staff when required due to abolishment of a position, lack of funds, or lack of work. Regarding retired/rehired employees pursuant to Article XXI – Retire/Rehired Program, when a reduction in force is necessary within a classification, any retired/rehired employee within that classification will be first to be reduced.

1. Layoff classifications shall be defined as follows:

a. **CUSTODIAL - C**

- C-9 Head Custodian - High School
- C-8 Head Custodian - Junior High
- C-7 Head Custodian - Elementary
- C-6 Head Night Custodian - High School
- C-5 Unit Custodian
- C-4 Head Night Custodian - Junior High/Greenview

C-3 Bus Driver - Custodian
C-2 Assistant Custodian
C-1 Custodian - Part Time

b. **MAINTENANCE – M**

M-3 Maintenance Class 1 - Carpenters/Painters/Electricians/Plumbers
AV/Computer Repair Specialist and Grounds*
M-2 Maintenance Class 2
M-1 Utility Maintenance

*Equal but not interchangeable. They may not bump one another.

c. **MECHANICS – ME**

ME-2 Mechanic
ME-1 Assistant Mechanic

d. **BUS DRIVERS – B**

B 3 Bus Driver/Transportation Router/Dispatcher
Bus Driver/Transportation Trainer
Bus Driver/Assistant Mechanic
B-2 Bus Driver - Part Time
B-1 Bus Driver Assistant

e. **MAIL CLERK/ASST. CUSTODIAN****

**Due to the unique nature of this position, the parties agree that an employee working in the Mail Clerk/Asst. Custodian position may bump another custodian, subject to the layoff procedures below in Section B. However, regardless of the layoff procedure set forth below in Section B. and as an exception to that procedure, an individual working outside of the Mail Clerk/Asst. Custodian position may not bump an individual working the Mail Clerk/Asst. Custodian position.

f. **AUDIO VISUAL**

AV-2 Repair
AV-1 Technician

g. **CAFETERIA - CA**

CA-7 Manager - High School
CA-6 Manager - Junior High School
CA-5 Cooks
CA-4 Cooks and Server/Preparer
CA-3 Cashiers
CA-2 Food Courier/Cafeteria Worker
CA-1 Cafeteria Workers

2. Seniority shall be defined as follows:
 - a. The length of continuous employment by an employee of the Board, as computed from the employee's beginning date of work. Work as a substitute employee prior to being a regular employee shall not be counted toward seniority.
 - b. Employees who have regularly scheduled work hours of less than four per day shall have system seniority credited at the rate of one year of seniority for each two years of service in the applicable position. All other employees shall be credited without any fractional conversions based on hours or months of scheduled work.
 - c. Leaves of absence granted by the Board shall not be counted toward seniority, nor shall they break any accumulated seniority.
 - d. In cases of identical seniority, the date of the employee's initial application will determine his/her position on the seniority list. The second tiebreaker will be the employee's date of entry into his/her classification. If a tie continues, the position on the seniority list will be determined by Administrative evaluations.

B. LAYOFF PROCEDURES:

1. A laid-off employee has the right to displace the employee with the least seniority in the following order:
 - a. first, within the classification (the least senior from the bottom who works the same hours or close to the same hours (total yearly hours);
 - b. next, the individual who was displaced as a result has the option of bumping the person below in the same manner as described in (a) above;
 - c. then, the person with the least seniority who has been bumped out of his/her classification, as described in (a) and (b) above, may bump the least senior employee in a lower classification within the classification series who works the same or greater hours as the employee being laid off. If this is not possible, then closest to the same hours. The individual who is displaced as a result has the option of bumping in the same manner.
2. An employee displaced from a classification series by the procedure above, has the right to bump the least senior employee in a classification within another classification series he/she most recently held as long as he/she has greater seniority. The same procedure shall be followed (same hours or close to the same hours).
3. If an affected employee in an eliminated position or one who has been bumped does not in turn choose to bump the least senior employee in his/her classification or the least senior employee in a lower classification within the classification series, or the least senior employee in a classification he/she most recently held within another classification series, that employee will automatically be placed on the layoff list.
4. An employee may not bump into a higher classification, only lower.
5. An employee who is to be laid off under the above procedure shall be so informed in writing at least ten (10) calendar days prior to the Board meeting at which official action is to be

taken. Following such Board action, under this Article each affected employee will receive written notice which shall state the following:

- a. Reason for the layoff or reduction.
 - b. The effective date of layoff.
 - c. A general reminder of the recall rights provided by this Article.
6. The Association president shall be provided a list of all persons to be laid off under this Article ten (10) calendar days prior to the Board meeting at which such action is to be taken. This list shall indicate the names, classifications, seniority dates and rank order of recall to available jobs.
 7. In a continuing effort to meet the information requirements of the Association and its membership, the Administration will provide, insofar as possible, an early warning system on news that may have an impact leading to a future reduction in force. This information will be provided, as soon as it is reasonably available, to the Association president.

C. **RECALL:**

1. An employee on the layoff list will have the opportunity to be placed in openings which occur in the same classification series at the same or lower classification the employee formerly held.
2. The order of recall shall be determined on the basis of greater system seniority.
3. Notice of recall shall be sent by certified mail to the last address provided by the employee to the Director of Business Affairs.
4. The period of recall shall continue for two years from the date of layoff.
5. An employee shall remain eligible for recall unless:
 - a. the time limit for right of recall has expired, or
 - b. she/he resigns, or
 - c. the employee accepts or declines recall to the same classification from which the employee was laid off, or
 - d. the employee declines a position equivalent to one he/she previously held.
 - e. she/he fails to respond to recall within ten (10) calendar days of receipt or attempt of delivery to the employee's residence.
6. Upon return to service, the employee shall be credited with all back seniority; however, the period of layoff shall not be counted within that earned seniority total. The staff member shall resume the status previously held. Experience credit will not be granted for the period of layoff.

XVIII. INSURANCE BENEFITS

A. BENEFIT ELIGIBILITY (Employees Hired Prior to February 1, 2014):

Effective March 1, 2014, all members shall pay the appropriate monthly single or family coverage premium (based on the chart below) of the medical (SELTA plan), prescription, dental and vision plans.

Coverage Type	Hourly Status ¹	Board Share %	Employee Share %	Employee Monthly Cap ²
Single	Full – Time	92%	8%	\$45
Single	26 – 29 Hours	92%	8%	\$45
Single	20 – 25 Hours	92%	8%	\$45
Family	Full – Time	92%	8%	\$115
Family	26 – 29 Hours	70%	30%	N/A
Family	20 – 25 Hours	50%	50%	N/A

¹ Full time is defined, for this purpose as thirty (30) or more hours per week for thirty-six weeks. All regular classified employees as of September 1, 2001, whose normal contractual work year consists of at least twenty (20) hours per week for thirty six (36) weeks shall be deemed “full time members” when determining benefit eligibility.

² If the employee contribution is projected to exceed the current cap by more than 10% in any subsequent year, the cap will automatically increase by no more than 5% for that year.

B. BENEFIT ELIGIBILITY (Employees Hired on or after February 1, 2014):

Effective March 1, 2014, all employees hired on or after February 1, 2014 shall pay the appropriate monthly single or family coverage premium (based on the chart below) of the medical (SELTA plan), prescription, dental and vision plans.

Coverage Type	Hourly Status ¹	Board Share %	Employee Share %	Employee Monthly Cap ²
Single	Full – Time	85%	15%	\$100
Single	26 – 29 Hours	85%	15%	\$100
Single	20 – 25 Hours	85%	15%	\$100
Family	Full – Time	85%	15%	\$250
Family	26 – 29 Hours	70%	30%	N/A
Family	20 – 25 Hours	50%	50%	N/A

¹ Full time is defined, for this purpose as thirty (30) or more hours per week for thirty-six weeks.

² If the employee contribution is projected to exceed the current cap by more than 10% in any subsequent year, the cap will automatically increase by no more than 5% for that year.

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C. **GENERAL BENEFITS (APPLICABLE TO BOTH A. and B. ABOVE)**

The monthly employee contribution amount will be deducted in two (2) equal payments, through a payroll deduction, half in the first pay of the month and half in the second pay of the month. In the event a month has a third payroll, no deduction will be made for that payroll.

Where spouses are both District employees, only one spouse will be eligible for coverage while the other will be entitled to the waiver payment set forth in paragraph B of this Article.

Eligible employees whose hours have been reduced to less than twenty (20) hours per week or who are laid off due to abolition of a position, lack of funds or lack of work shall have the opportunity of continuing to receive South Euclid-Lyndhurst group insurance coverage (COBRA/Ceridian) for up to eighteen (18) months following the time of layoff. The employee will be responsible to pay COBRA/Ceridian directly for the entire premium cost plus the COBRA/Ceridian administration fee. Failure of the individual to pay COBRA/Ceridian directly at the stipulated times will terminate this benefit option.

D. **PRESCRIPTIONS:**

Prescription coverage is included in the medical plan and co-payments for prescription drug will be as follows:

Drug Type	Retail – Thirty (30) Day Supply	Mail Order – Ninety Day Supply (3x Retail)
Generic Drug	\$10.00	\$30.00
Brand Name Drug	\$20.00	\$60.00

E. **DENTAL CARE INSURANCE AND VISION INSURANCE:**

For those members whose normal contractual work year consists of at least twenty (20) hours to twenty-nine (29) hours per week for thirty-six (36) weeks in a school year shall be eligible for the following dental and vision insurance coverage:

Coverage Type	Board Share	Employee Share
Single	*See Section A. or B.	
Family	Family Monthly Premium less Employee Contribution	Full Monthly "Single" Premium

The vision insurance coverage shall be enhanced to an annual plan. The plan shall consist of an annual exam, frames and annual lenses or contacts.

F. **LIFE INSURANCE:**

All employees eligible under Article XVIII-A shall be provided group term insurance coverage in the amount of \$50,000. An equivalent accidental death and dismemberment benefit also shall be included.

G. **CHANGE OF CARRIERS:**

The Board may change carrier(s) for any of the insurance programs contained in this Agreement provided that such coverage and services shall not be less than the coverage and services provided by the present carrier(s) as of the effective date of this Agreement. OAPSE shall be notified thirty (30) calendar days in advance of any proposed change in carrier(s). In addition, the Insurance Cost Containment Committee shall be notified to convene if a change in carrier is being considered.

H. **INSURANCE COST CONTAINMENT COMMITTEE:**

An Insurance Containment Committee shall review the District's insurance program with a view to curbing health care costs. The Committee shall consist of a total of nine (9) members: 3 from OAPSE; 3 from SELTA; and 3 appointed by the Superintendent.

I. **WAIVER OF PREMIUM:**

Any full time or part time bargaining unit member eligible for Board-paid contributions toward hospital/surgical insurance coverage, who agrees to waive the right to primary coverage for one (1) full year premium, will receive a lump sum payment on the first pay period following the completion of the premium year, as set forth below:

1 to 19 full time or part time waiving primary individual coverage	\$500
1 to 19 full time or part time waiving primary individual and family coverage	\$1,000
20 to 25 full time or part time waiving primary individual coverage	\$1,000
20 to 25 full time or part time waiving primary individual and family coverage	\$2,000
26 or more full time or part time waiving primary individual coverage	\$2,000
26 or more full time or part time waiving primary individual and family coverage	\$4,000

At no time, regardless of the current number of waivers, shall the waiver benefit be less than the previous year

J. **IRC SECTION 125 PLAN - PREMIUM PASS THROUGH, HEALTH CARE, DEPENDENT CARE**

The Board will maintain the IRC Section 125 Plan for interested bargaining unit members and provide a premium pass through account, a health care account, and a dependant care account.

- Monthly administrative fees shall be paid by the Plan participants.
- Mutual Health Services Co. shall be the Plan coordinator unless and until the parties agree to initiate a change.

- The Plan shall conform to IRC 125 requirements.
- The health care and dependant care accounts shall be limited in accordance with the law.
- New hires shall be eligible to participate for the balance of a Plan year in the year of employment providing they enroll within thirty (30) days of initial eligibility for fringe benefits.
- All other employees who have not previously enrolled in the Plan must wait to enroll effective with the commencement of the ensuing Plan year (i.e., January 1).
- Administrative issues relating to the operation of the Plan shall be resolved through designees of the Superintendent and Association President.
- All payments in lieu of health insurance coverage will be processed through the IRC 125 Plan at no cost to the employee.

XIX. STIPENDS

A. AMERICAN FOOD SERVICE ASSOCIATION:

Any employee in any lettered classification on the Cafeteria Salary Schedule who has completed work and received a certificate from the American Food Service Association shall receive an extra \$300.00 stipend for each year the certification remains in effect. Such stipend shall accrue from the time that proof of the certification is presented to the Human Resources Office. The full or prorated portion of the stipend, as appropriate, shall be paid at the conclusion of the contractual year. Should an eligible employee retire or resign during the contractual year, the stipend shall be paid at the time of the final paycheck.

B. BOILER LICENSE:

An employee in lettered classifications on the Custodial-Maintenance Salary Schedule A, B, C, D, E, F, G, H, I and J (all custodians), who has a fireman's license is eligible for an extra 35 cents (\$0.35) per hour for all hours worked, including overtime. Any employee in the above classifications on the Custodial-Maintenance Salary Schedule who has a high-pressure fireman's license shall be eligible for an extra 40 cents (\$0.40) per hour for all hours worked, including overtime.

Stipends for fireman's license shall accrue from the time that proof of the licenses being obtained is presented to the Human Resources Office. The full or pro-rated portion of the stipend, as appropriate, shall be paid as a part of the employee's hourly wage rate.

The Board will pay the class fee for employees who take the course necessary to secure a boiler license. Employees who wish to take the course shall be mutually-approved by the Superintendent or designee and the Association President. In order to receive payment, the

employee must successfully complete the class and receive the license. Any employee who leaves employment of the Board within three years of securing the license shall reimburse the Board for the class fee via payroll deduction.

C. FOREPERSONS AND SPECIALISTS:

Maintenance forepersons and employees classified as specialists shall receive an additional stipend of \$750.00 paid annually. Such stipend shall be prorated for that portion of the year that the employee actually performs the function for which the stipend is being granted. Employees responsible for supervising summer crews (of two or more) will be paid the foreperson stipend for the time they are doing such supervision.

All employees who are trained, licensed and certified to work with asbestos-containing building materials, but who have been employed by this Board of Education for other principal positions (e.g., Custodian, Maintenance I or II), and who are requested to perform asbestos management work by supervision, shall be compensated at the "A" classification rate for the hours worked on such an assignment. Such pay treatment shall be at the appropriate straight or overtime rate and at the appropriate longevity band for the employee (a three year employee will be compensated at Class "A", band "2" longevity schedule.)

D. PHYSICAL EXAMINATIONS:

The Board agrees that it will pay the full cost of any physical examination that it requires any employee to undergo. Exceptions include:

1. Chest X-Rays required for the purpose of TB screening.
2. Specially arranged physical examinations necessitated by the employee failing to comply with the original schedule without a valid reason.

E. UNIFORM ALLOWANCE:

All regular classified employees whose compensation is included under the Custodial-Maintenance Salary Schedule or the Cafeteria Personnel Hourly Salary Schedule shall be required to wear the uniform prescribed by the Director of Business Affairs during all working hours. Employees will be provided a \$150.00 credit toward the purchase of the prescribed uniforms at a vendor specified by the Board. All of the preceding employees who regularly wear a uniform shall also receive a uniform allowance according to the following schedule:

Maintenance and Mechanics	\$350.00
Bus Drivers and Custodians	\$350.00
Cafeteria	\$350.00
Food Service Driver	\$350.00

The Board shall provide three (3) coveralls to each Mechanic on an annual basis. If the mechanics choose, the Board will provide a uniform service for the purpose of cleaning and supplying uniforms, coveralls and a Spring and Winter jacket in lieu of the uniform allowance (\$500.00).

One-half the uniform allowance shall be paid to eligible employees the first pay in January in a separate check and the remainder the first pay in July in a separate check. Eligible employees who resign/retire during the contractual year shall receive a pro-rated portion of the allowance in a separate check along with their final paycheck. New uniforms, approved by the Board, shall be worn.

The Board shall provide mechanics with all necessary tools to perform their daily job duties.

F. **BUS DRIVER TRAINER STIPEND**

Bus drivers functioning as trainers in addition to their regular duties will receive an annual stipend of \$500.00

G. **CELL PHONE STIPEND**

All maintenance employees shall receive a cell phone stipend equal to \$20 per month, which shall be paid in one payment in July for the prior year. All head custodians (7) and head night custodians (3) shall receive a cell phone stipend equal to \$10 per month, which shall be paid in one payment in July for the prior year.

XX. WAGES

A. **CALAMITY DAY PAY:**

Whenever the schools are closed because of an emergency, staff members will be notified through the news media. Otherwise, all staff members shall be on duty unless excused under existing leave provisions.

Should schools be closed due to an epidemic or other public calamity, all employees who are normally scheduled to work in those schools on that day shall be paid their appropriate rate of pay.

Classified personnel requested to work on such days will be paid for the time worked at the rate of 1½ times their regular hourly rate.

Any employee who has requested and has been granted sick leave, personal leave or vacation on a day which has been declared a calamity day will not be charged with sick leave, personal leave or vacation on that date.

B. **DIFFERENTIAL:**

When school is not in session, any employee required to work a shift other than 7:00 a.m. to 4:00 p.m. shall receive a shift differential of twenty (20) cents per hour. Individuals working third shift will receive a shift differential of thirty-five cents (\$.35) per hour.

C. **INCREMENT:**

1. Employees should be paid the rate of pay according to the appropriate step on the salary schedule which includes their position. Salary schedule steps are calculated to mean years of uninterrupted service to the school district. Credit for years of experience will be awarded as follows:

Employees must be employed for 120 days in order to receive the increment. Classification or promotional changes shall not change employee's status for receiving an increment step as long as the employee has completed one hundred twenty (120) days in the contractual year.

Salary schedule increment adjustments shall be effective July 1st, or in the case of employees whose work year is less than twelve months, at the beginning of the employee's succeeding work year.

2. The salary of each part-time employee shall be computed by using the "full-time pay rate plus the full time increment" and dividing this total by whatever portion of each day the employee spends on the job. When a part-time employee elects to work full time, his/her position on the salary schedule will be determined by the amount of time he/she has actually worked and not simply by the number of years he/she has been employed.
3. When an employee is promoted to a higher classification, his/her new salary shall be calculated by finding the equal or next higher salary in the new classification and then adding one increment.
4. The Board of Education possesses the management right to place a newly-hired employee at any step on the salary schedule based on the individual's prior experience, qualifications or other business-related factors. The placement of any new hire, whether at Step 0 or any specific salary step beyond Step 0, shall not be grievable.

D. **LONGEVITY PAY:**

Longevity pay shall begin on the anniversary date of employment rather than the beginning of the contractual year.

All regular employees with ten (10) or more years of South Euclid-Lyndhurst services are eligible to receive a longevity increment of \$.35 per hour. After fifteen (15) years of service, an additional \$.30 per hour increment will be paid. After twenty (20) years an additional \$.30 per hour increment will be paid. After twenty-five (25) years an additional \$.30 an hour increment will be paid. After thirty (30) years an additional \$.50 an hour increment will be paid.

Eligible bargaining unit members shall be paid the longevity increment throughout the year as part of their hourly earnings.

E. **OVERTIME:**

Members of the bargaining unit will be paid at the rate of time and one-half for all time they are required to work:

1. Over eight (8) hours per day; or
2. Over forty hours per calendar week; or
3. On Sundays or Board of Education approved holidays. Brush third shift Assistant Custodians are excluded from overtime pay for the normal portion of their weekly Saturday shift or the normal portion of their shift which may fall on a holiday.

All time on active pay status shall be considered time worked for purposes of calculating overtime pay.

Overtime hours paid on a daily basis shall not be included in calculating overtime hours paid on a weekly basis. There shall be no pyramiding of overtime pay.

An employee's hours of work will not be varied on a day-to-day basis to avoid overtime.

F. **PREMIUM PAY:**

Members of the bargaining unit who are required to work between 12:30 a.m. and 6:00 a.m. shall receive pay for the hours worked during that time span equal to one and one-half times their normal hourly rate. Premium pay will not apply to Brush third shift Assistant Custodians for the normal portion of their weekly shift.

G. **REPORT PAY:**

In the event an employee is required to report for work on a day other than one of his/her normal workdays or at a time separated from his/her normal work schedule, such employee shall be paid at least two (2) hours pay at the applicable rate of pay.

H. **SERS PICKUP:**

Subject to state and federal tax laws, the Board will assume and pay contributions to the State Employees Retirement System on behalf of the employees in the bargaining unit in accordance with the following:

1. The amount to be picked up and paid on behalf of each employee shall be the required employee contributions to the School Employees Retirement System. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board. For purposes of federal and state income tax, the Board shall report the employee's gross income less the pickup. For purposes of municipal income tax, the Board shall report the employee's gross income from the wage and salary schedule.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit. (For example, if the SERS-mandated contribution is 10%, all members' contribution to SERS will be at the 10% rate.)
3. Except as set forth above via salary reduction method, the Board shall only pay the employer's share of the SERS-mandated contributions and shall not reimburse the employee for the employee's contribution.

I. **SEVERANCE PAY:**

Upon retirement, as hereinafter defined, members of the bargaining unit shall be entitled, upon application, to be paid a sum equal to thirty percent (30%) of their total accumulated and unused sick leave at the time of their retirement up to a maximum of seventy-five (75) days. Such payment shall be based on the employee's daily rate of pay at the time of retirement exclusive of overtime and supplementary pay. The employee's eligibility will be determined as of his/her final date of employment in the school district. At the time of retirement, as defined below, the employee shall be provided a copy of the Severance Pay Application. It shall be the employee's responsibility to complete the form and return it promptly to the Director of Business Affairs.

In the event of an employee's death, the beneficiaries shall receive the employee's severance pay.

Retirement shall be defined to mean resignation from Board employment in addition to either one of the following:

1. Proof of eligibility for benefits under the School Employees Retirement System;
2. Ten (10) or more consecutive years of service in the employment of the South Euclid-Lyndhurst Board of Education and fifty-five (55) years of age.

Payment for sick leave under this policy shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made within thirty (30) days of the submission of the Severance Pay Application and proof of retirement as defined above. Any previous payment received by an individual under the terms of O.R.C 124.39 shall make such individual ineligible for payment under this policy.

J. **HIGHER CLASSIFICATION PAY:**

When an employee is assigned, on a temporary basis, to perform work in a higher classification, the employee shall receive the higher classification pay appropriate for the higher classification position for the duration of the assignment. Higher classification pay shall be retroactive to the first hour of the assignment. This does not include overtime hours unrelated to the position. This higher pay rate shall be vertical on the pay scale, or the same step, in the higher classification.

K. **WAGE/SALARY SCHEDULES:**

I. Schedules:

Effective for the 2013-2014 school year, employees shall receive a step movement and a 1% increase to the base salary/wage rate set forth in the 2010-2011 salary schedule. This increase shall be effective January 1, 2014. (See attached schedules at Appendices A and B).

Following the 1% base increase as set forth above, all employees shall receive a 1.5% one-time, lump-sum payment based on their contracted wage and hours for the 2013-2014 school year.

Effective for the 2014-2015 school year, employees shall receive step movement and 1.5% increase to the base salary/wage rate set forth in the 2010-2011 salary schedule. (See attached schedules at Appendices A and B.)

All employees hired on or after January 1, 2014, shall be placed on a new salary schedule. This salary schedule shall reflect a 10% reduction of all wages across classifications and steps based on the 2010-11 salary schedule. The schedule also shall max out at step ten (Step 0 through 10), which shall be based on the first eleven (11) steps of the current salary schedule with the applicable reduction of 10%. (See attached schedules at Appendices A and B.)

2. Pay shall be issued bi-weekly through direct deposit with compensation for services rendered not being paid prior to services rendered. If an employee is unable to establish a banking relationship for direct deposit, he/she shall meet with the Treasurer to resolve this problem.
3. All members of the bargaining unit may elect to receive his/her direct deposit notice via electronic mail. If a member chooses to receive his/her direct deposit notice via electronic mail (district e-mail account only), the member must complete the proper form and submit it to the Treasurer's Office. An employee may either elect to or discontinue once each fiscal year.
4. All members of the bargaining unit will be paid in 26 installments, eliminating the need for completion of time sheets. The bargaining unit member's annual salary will be calculated by multiplying the hourly rate times the number of hours scheduled to work in the contract year.

An employee can only advance one step per year.

L. **MILEAGE REIMBURSEMENT:**

Roving Custodians and Head Custodians assigned to more than one building who must travel during the course of their performance of job responsibilities shall be reimbursed for their work-related mileage at the current IRS rate. Any employee who must use a personal vehicle in the performance of his/her duties shall be reimbursed for his/her job-related mileage at the current IRS rate.

XXI. RETIRE/REHIRE PROGRAM

1. An employee is eligible for this program when he/she becomes eligible to retire under SERS. Participation is voluntary.
2. Program Provisions:
 - a. An employee who retires may be rehired pursuant to the rules and guidelines established by the School Employees Retirement System (SERS) retirees/rehires.
 - b. The employee's severance shall be determined at the time of retirement and will be paid no later than 60 days after the effective date of retirement. The employee is responsible for submitting the appropriate severance form (Appendix ??) to the Treasurer's Office within fifteen (15) days after the effective date of retirement.
 - c. The employee shall continue to accumulate sick leave when rehired, but unused sick leave will be lost when the employee leaves employment.
 - d. The employee may rescind his/her retirement if the Board of Education fails to approve the rehire.

- e. The rehired employee shall return to his/her position with no break in seniority.
- f. In the first year, the rehired employee shall be paid at the step he/she retired at.
- g. The rehired employee shall be entitled to all contract provisions and benefits with the exception of Article XVII – Reduction in Force.
- h. The employee may terminate his/her employment at any time.
- i. This provision is limited to four (4) years.
- j. In each of the subsequent years, following year 1, the rehired employee shall be paid at the step that is two (2) steps less than the previous year.

XXII. BCII CHECKS

Consistent with Ohio Revised Code Sections 109.47 and 3319.39 and the Ohio House Bill 190, the Board shall conduct criminal background checks on all new and current employees with the Ohio Bureau of Criminal Identification and Investigation (BCII) and Investigation (FBI). Any new employees who commence work for the Board shall be considered on a probationary status, with such probationary period concluding, and regular employment status commencing, only after the Board receives a satisfactory BCII report.

The Board will allocate \$1,500 in each year of the agreement to be applied to the costs for BCII/FBI background checks on a first come, first serve basis. Any funds not utilized shall be accumulated to a maximum of \$4,500.

XXIII. IMPLEMENTATION AND AMENDMENT

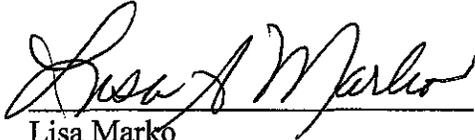
A. TERM OF AGREEMENT:

The terms of this Agreement shall be effective upon ratification by OAPSE and the Board and shall be retroactively effective as to salary to July 1, 2013 and shall remain in full force and effect through June 30, 2015.

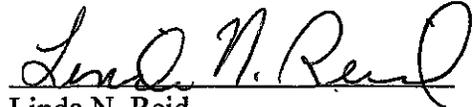
B. AMENDMENTS:

If changes in this Document are desired, negotiations shall take place in conformance with the procedures described above. However, changes may be made at any time by mutual consent.

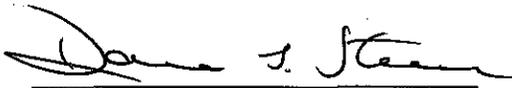
**ATTEST:
SOUTH EUCLID-LYNDHURST
BOARD OF EDUCATION**



Lisa Marko
Board President



Linda N. Reid
Superintendent



Dana L. Stearns
Director of Business Affairs



Paul J. Pestello
Treasurer

**OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES**



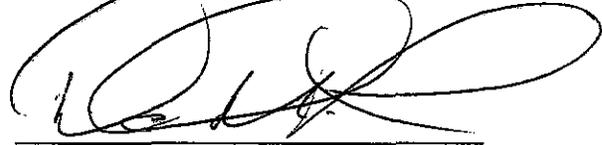
Don Schilk
President, OAPSE Local #110



Greg Klein
Vice President, OAPSE Local #110



Anthony Frank
Treasurer, OAPSE Local #110



David Frank
Secretary, OAPSE Local #110

Appendix A - Maintenance Salary Schedule
SOUTH EUCLID-LYNDHURST CITY SCHOOLS
CUSTODIAL/MAINTENANCE/TRANSPORTATION SALARY SCHEDULE
2013-2014

For employees hired on or before December 31, 2013

CLASSIFICATIONS		0	1	2	3	4	5	6	7	8	9	10	11	12
A	AV/COMPUTER REPAIR SPECIALIST HEAD CUSTODIAN - High School MAINTENANCE CLASS 1 (Skilled) AUTO MECHANICS	21.48	22.32	23.22	24.05	24.90	25.72	26.57	27.43	28.26	29.09	29.93	30.77	31.61
B	HEAD CUSTODIAN - Junior High & Green	19.94	20.78	21.62	22.54	23.36	24.19	25.03	25.90	26.72	27.55	28.39	29.23	30.08
C	HEAD CUSTODIAN - Elementary	18.71	19.54	20.42	21.27	22.14	22.98	23.81	24.64	25.51	26.34	27.17	28.01	28.85
D	HEAD NIGHT CUST. - High School	18.71	19.54	20.42	21.27	22.14	22.98	23.81	24.64	25.51	26.34	27.17	28.01	28.85
E	HEAD NIGHT CUST. - Junior High & Green	17.74	18.57	19.44	20.24	21.11	21.96	22.79	23.63	24.46	25.29	26.12	26.99	27.83
F	UNIT CUSTODIAN	17.74	18.57	19.44	20.24	21.11	21.96	22.79	23.63	24.46	25.29	26.12	26.99	27.83
G	ASSISTANT CUSTODIAN UTILITY MAINTENANCE	15.59	16.32	17.08	17.80	18.53	19.36	20.21	21.04	21.88	22.73	23.54	24.40	25.23
H	BUS DRIVER/TRANSPORTATION/TRAINER	17.18	17.86	18.61	19.38	20.11	20.96	21.80	22.62	23.46	24.30	25.16	25.99	26.82
I	BUS DRIVER/ASST MECHANIC	17.18	17.86	18.61	19.38	20.11	20.96	21.80	22.62	23.46	24.30	25.16	25.99	26.82
J	TRANSPORTATION ROUTER/DISPATCHER	17.18	17.86	18.61	19.38	20.11	20.96	21.80	22.62	23.46	24.30	25.16	25.99	26.82
K	MAINTENANCE CLASS II (Semi-Skilled)	17.74	18.57	19.44	20.24	21.11	21.96	22.79	23.63	24.46	25.29	26.12	26.99	27.83
L	REPAIR TECHNICIAN	16.22	16.93	17.70	18.39	19.10	19.93	20.78	21.61	22.46	23.30	24.13	24.96	25.80
M	ASST AUTO MECHANIC	17.18	17.86	18.61	19.38	19.96	20.78	21.63	22.48	23.32	24.15	24.98	25.86	26.68
N	AUDIO VISUAL TECHNICIAN	17.18	17.86	18.61	19.38	19.96	20.78	21.63	22.48	23.32	24.15	24.98	25.86	26.68
O	BUS DRIVER	17.18	17.86	18.61	19.38	19.96	20.78	21.63	22.48	23.32	24.15	24.98	25.86	26.68
P	BUS DRIVER ASSISTANT	12.10	12.60	13.46	14.35	14.94	15.78	16.60	17.44	18.27	19.12	19.96	20.81	21.63
Q	MAIL CLERK	15.70	16.43	17.14	17.85	18.60	19.45	20.28	21.12	21.97	22.80	23.65	24.48	25.31
SPECIAL PROVISIONS: Employees eligible for the classification "Maintenance Class I" are painters, carpenters, electricians and other specialist trades with at least four years experience.														

**SOUTH EUCLID-LYNDBURST CITY SCHOOLS
CUSTODIAL/MAINTENANCE/TRANSPORTATION SALARY SCHEDULE
2014-2015**

For employees hired on or before December 31, 2013

CLASSIFICATIONS		0	1	2	3	4	5	6	7	8	9	10	11	12
A	AV/COMPUTER REPAIR SPECIALIST HEAD CUSTODIAN - High School MAINTENANCE CLASS 1 (Skilled) AUTO MECHANICS	21.80	22.65	23.57	24.41	25.27	26.11	26.97	27.84	28.68	29.53	30.38	31.23	32.08
B	HEAD CUSTODIAN - Junior High & Green	20.24	21.09	21.94	22.88	23.71	24.55	25.41	26.29	27.12	27.96	28.82	29.67	30.53
C	HEAD CUSTODIAN - Elementary	18.99	19.83	20.73	21.59	22.47	23.32	24.17	25.01	25.89	26.74	27.58	28.43	29.28
D	HEAD NIGHT CUST. - High School	18.99	19.83	20.73	21.59	22.47	23.32	24.17	25.01	25.89	26.74	27.58	28.43	29.28
E	HEAD NIGHT CUST. - Junior High & Green	18.01	18.85	19.73	20.54	21.43	22.29	23.13	23.98	24.83	25.67	26.51	27.39	28.25
F	UNIT CUSTODIAN	18.01	18.85	19.73	20.54	21.43	22.29	23.13	23.98	24.83	25.67	26.51	27.39	28.25
G	ASSISTANT CUSTODIAN UTILITY MAINTENANCE	15.82	16.56	17.34	18.07	18.81	19.65	20.51	21.36	22.21	23.07	23.89	24.77	25.61
H	BUS DRIVER/TRANSPORTATION/TRAINER	17.44	18.13	18.89	19.67	20.41	21.27	22.13	22.96	23.81	24.66	25.54	26.38	27.22
I	BUS DRIVER/ASST MECHANIC	17.44	18.13	18.89	19.67	20.41	21.27	22.13	22.96	23.81	24.66	25.54	26.38	27.22
J	TRANSPORTATION ROUTER/DISPATCHER	17.44	18.13	18.89	19.67	20.41	21.27	22.13	22.96	23.81	24.66	25.54	26.38	27.22
K	MAINTENANCE CLASS II (Semi-Skilled)	18.01	18.85	19.73	20.54	21.43	22.29	23.13	23.98	24.83	25.67	26.51	27.39	28.25
L	REPAIR TECHNICIAN	16.46	17.18	17.97	18.67	19.39	20.23	21.09	21.93	22.80	23.65	24.49	25.33	26.19
M	ASST AUTO MECHANIC	17.44	18.13	18.89	19.67	20.26	21.09	21.95	22.82	23.67	24.51	25.35	26.25	27.08
N	AUDIO VISUAL TECHNICIAN	17.44	18.13	18.89	19.67	20.26	21.09	21.95	22.82	23.67	24.51	25.35	26.25	27.08
O	BUS DRIVER	17.44	18.13	18.89	19.67	20.26	21.09	21.95	22.82	23.67	24.51	25.35	26.25	27.08
P	BUS DRIVER ASSISTANT	12.28	12.79	13.66	14.57	15.16	16.02	16.85	17.70	18.54	19.41	20.26	21.12	21.95
Q	MAIL CLERK	15.94	16.68	17.40	18.12	18.88	19.74	20.58	21.44	22.30	23.14	24.00	24.85	25.69

SPECIAL PROVISIONS:

Employees eligible for the classification "Maintenance Class I" are painters, carpenters, electricians and other specialist trades with at least four years experience.

**SOUTH EUCLID-LYNDHURST CITY SCHOOLS
CUSTODIAL/MAINTENANCE/TRANSPORTATION SALARY SCHEDULE
2013-2014**

Represents a reduction of 10% from salary schedule 2010-2011 - Effective January 1, 2014 - for employees hired on or after January 1, 2014

CLASSIFICATIONS		0	1	2	3	4	5	6	7	8	9	10
A	AV/COMPUTER REPAIR SPECIALIST HEAD CUSTODIAN - High School MAINTENANCE CLASS 1 (Skilled) AUTO MECHANICS	19.14	19.89	20.69	21.43	22.19	22.92	23.68	24.44	25.18	25.92	26.67
B	HEAD CUSTODIAN - Junior High & Green	17.77	18.51	19.27	20.09	20.82	21.56	22.30	23.08	23.81	24.55	25.30
C	HEAD CUSTODIAN - Elementary	16.67	17.42	18.20	18.95	19.73	20.48	21.21	21.96	22.73	23.47	24.21
D	HEAD NIGHT CUST. - High School	16.67	17.42	18.20	18.95	19.73	20.48	21.21	21.96	22.73	23.47	24.21
E	HEAD NIGHT CUST. - Junior High & Green	15.80	16.55	17.33	18.04	18.81	19.57	20.30	21.06	21.80	22.54	23.27
F	UNIT CUSTODIAN	15.80	16.55	17.33	18.04	18.81	19.57	20.30	21.06	21.80	22.54	23.27
G	ASSISTANT CUSTODIAN UTILITY MAINTENANCE	13.90	14.54	15.22	15.86	16.52	17.25	18.01	18.75	19.49	20.25	20.98
H	BUS DRIVER/TRANSPORTATION/TRAINER	15.31	15.91	16.59	17.27	17.92	18.68	19.42	20.16	20.91	21.65	22.42
I	BUS DRIVER/ASST MECHANIC	15.31	15.91	16.59	17.27	17.92	18.68	19.42	20.16	20.91	21.65	22.42
J	TRANSPORTATION ROUTER/DISPATCHER	15.31	15.91	16.59	17.27	17.92	18.68	19.42	20.16	20.91	21.65	22.42
K	MAINTENANCE CLASS II (Semi-Skilled)	15.80	16.55	17.33	18.04	18.81	19.57	20.30	21.06	21.80	22.54	23.27
L	REPAIR TECHNICIAN	14.45	15.08	15.77	16.39	17.02	17.76	18.51	19.28	20.02	20.76	21.50
M	ASST AUTO MECHANIC	15.31	15.91	16.59	17.27	17.78	18.51	19.28	20.03	20.78	21.52	22.26
N	AUDIO VISUAL TECHNICIAN	15.31	15.91	16.59	17.27	17.78	18.51	19.28	20.03	20.78	21.52	22.26
O	BUS DRIVER	15.31	15.91	16.59	17.27	17.78	18.51	19.28	20.03	20.78	21.52	22.26
P	BUS DRIVER ASSISTANT	10.78	11.23	12.00	12.79	13.31	14.06	14.80	15.54	16.28	17.04	17.78
Q	MAIL CLERK	13.99	14.64	15.27	15.90	16.58	17.33	18.07	18.82	19.58	20.31	21.08
SPECIAL PROVISIONS: Employees eligible for the classification "Maintenance Class I" are painters, carpenters, electricians and other specialist trades with at least four years experience.												

**SOUTH EUCLID-LYNDBURST CITY SCHOOLS
CUSTODIAL/MAINTENANCE/TRANSPORTATION SALARY SCHEDULE
2013-2014**

For employees hired on or after January 1, 2014

CLASSIFICATIONS		0	1	2	3	4	5	6	7	8	9	10
A	AV/COMPUTER REPAIR SPECIALIST HEAD CUSTODIAN - High School MAINTENANCE CLASS 1 (Skilled) AUTO MECHANICS	19.43	20.19	21.00	21.75	22.52	23.26	24.04	24.81	25.56	26.31	27.07
B	HEAD CUSTODIAN - Junior High & Green	18.04	18.79	19.56	20.39	21.13	21.88	22.63	23.43	24.17	24.92	25.68
C	HEAD CUSTODIAN - Elementary -	16.92	17.68	18.47	19.23	20.03	20.79	21.53	22.29	23.07	23.82	24.57
D	HEAD NIGHT CUST. - High School	16.92	17.68	18.47	19.23	20.03	20.79	21.53	22.29	23.07	23.82	24.57
E	HEAD NIGHT CUST. - Junior High & Green	16.04	16.80	17.59	18.31	19.09	19.86	20.60	21.38	22.13	22.88	23.62
F	UNIT CUSTODIAN	16.04	16.80	17.59	18.31	19.09	19.86	20.60	21.38	22.13	22.88	23.62
G	ASSISTANT CUSTODIAN UTILITY MAINTENANCE	14.11	14.76	15.45	16.10	16.77	17.51	18.28	19.03	19.78	20.55	21.29
H	BUS DRIVER/TRANSPORTATION/TRAINER	15.54	16.15	16.84	17.53	18.19	18.96	19.71	20.46	21.22	21.97	22.76
I	BUS DRIVER/ASST MECHANIC	15.54	16.15	16.84	17.53	18.19	18.96	19.71	20.46	21.22	21.97	22.76
J	TRANSPORTATION ROUTER/DISPATCHER	15.54	16.15	16.84	17.53	18.19	18.96	19.71	20.46	21.22	21.97	22.76
K	MAINTENANCE CLASS II (Semi-Skilled)	16.04	16.80	17.59	18.31	19.09	19.86	20.60	21.38	22.13	22.88	23.62
L	REPAIR TECHNICIAN	14.67	15.31	16.01	16.64	17.28	18.03	18.79	19.55	20.32	21.07	21.82
M	ASST AUTO MECHANIC	15.54	16.15	16.84	17.53	18.05	18.79	19.57	20.33	21.09	21.84	22.59
N	AUDIO VISUAL TECHNICIAN	15.54	16.15	16.84	17.53	18.05	18.79	19.57	20.33	21.09	21.84	22.59
O	BUS DRIVER	15.54	16.15	16.84	17.53	18.05	18.79	19.57	20.33	21.09	21.84	22.59
P	BUS DRIVER ASSISTANT	10.94	11.40	12.18	12.98	13.51	14.27	15.02	15.77	16.52	17.30	18.05
Q	MAIL CLERK	14.20	14.86	15.50	16.14	16.83	17.59	18.34	19.10	19.87	20.61	21.40
SPECIAL PROVISIONS: Employees eligible for the classification "Maintenance Class I" are painters, carpenters, electricians and other specialist trades with at least four years experience.												

Appendix B - Cafeteria Salary Schedule

**SOUTH EUCLID-LYNDHURST CITY SCHOOLS
CAFETERIA PERSONNEL HOURLY SALARY SCHEDULE
2013-2014**

For employees hired on or before December 31, 2013

CLASSIFICATIONS	0	1	2	3	4	5	6	7	8	9	10	11	12
A MANAGER - High School	18.04	18.57	19.04	19.51	20.00	20.84	21.66	22.52	23.35	24.18	25.02	25.88	26.55
B MANAGER - Junior High	17.04	17.51	17.99	18.51	18.99	19.84	20.66	21.50	22.35	23.19	24.04	24.87	25.69
C COOKS	12.56	13.05	13.51	14.01	14.53	15.37	16.20	17.04	17.87	18.72	19.54	20.40	21.23
D ASST COOKS & BAKERS SERVER-PREPARER	10.45	10.93	11.39	11.88	12.40	13.23	14.07	14.92	15.76	16.59	17.43	18.27	19.11
E CASHIERS	9.98	10.46	10.94	11.40	11.91	12.75	13.57	14.40	15.25	16.09	16.94	17.78	18.60
F FOOD COURIER/CAFETERIA WORKERS	12.56	13.05	13.51	14.01	14.53	15.37	16.20	17.04	17.87	18.72	19.54	20.40	21.23
G CAFETERIA WORKERS	9.60	10.09	10.56	11.01	11.50	12.35	13.18	14.01	14.86	15.70	16.53	17.37	18.21
H FOOD SERVICE ASSISTANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

SPECIAL PROVISION:

Work performed outside of normal work hours shall be paid at an additional \$.75 per hour above the employee's current hourly rate.

**SOUTH EUCLID-LYNDHURST CITY SCHOOLS
CAFETERIA PERSONNEL HOURLY SALARY SCHEDULE
2014-2015**

For employees hired on or before December 31, 2013

CLASSIFICATIONS		0	1	2	3	4	5	6	7	8	9	10	11	12
A	MANAGER - High School	18.31	18.85	19.33	19.80	20.30	21.15	21.98	22.86	23.70	24.54	25.40	26.27	26.95
B	MANAGER - Junior High	17.30	17.77	18.26	18.79	19.27	20.14	20.97	21.82	22.69	23.54	24.40	25.24	26.08
C	COOKS	12.75	13.25	13.71	14.22	14.75	15.60	16.44	17.30	18.14	19.00	19.83	20.71	21.55
D	ASST COOKS & BAKERS SERVER-PREPARER	10.61	11.09	11.56	12.06	12.59	13.43	14.28	15.14	16.00	16.84	17.69	18.54	19.40
E	CASHIERS	10.13	10.62	11.10	11.57	12.09	12.94	13.77	14.62	15.48	16.33	17.19	18.05	18.88
F	FOOD COURIER/CAFETERIA WORKERS	12.75	13.25	13.71	14.22	14.75	15.60	16.44	17.30	18.14	19.00	19.83	20.71	21.55
G	CAFETERIA WORKERS	9.74	10.24	10.72	11.18	11.67	12.54	13.38	14.22	15.08	15.94	16.78	17.63	18.48
H	FOOD SERVICE ASSISTANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPECIAL PROVISIONS:														
Work performed outside of normal work hours shall be paid at an additional \$.75 per hour above the employee's current hourly rate.														

**SOUTH EUCLID-LYNDHURST CITY SCHOOLS
CAFETERIA PERSONNEL HOURLY SALARY SCHEDULE
2013-2014**

Represents a reduction of 10% from salary schedule 2010-2011 - Effective January 1, 2014 - for employees hired on or after January 1, 2014

CLASSIFICATIONS		0	1	2	3	4	5	6	7	8	9	10
A	MANAGER - High School	16.07	16.55	16.97	17.39	17.82	18.57	19.31	20.07	20.81	21.55	22.2
B	MANAGER - Junior High	15.18	15.61	16.03	16.50	16.92	17.68	18.41	19.16	19.92	20.66	21.4
C	COOKS	11.20	11.63	12.04	12.48	12.95	13.70	14.44	15.18	15.92	16.68	17.4
D	ASST COOKS & BAKERS SERVER-PREPARER	9.32	9.74	10.15	10.58	11.05	11.79	12.54	13.29	14.04	14.79	15.5
E	CASHIERS	8.89	9.32	9.75	10.16	10.61	11.36	12.10	12.83	13.59	14.34	15.0
F	FOOD COURIER/CAFETERIA WORKERS	11.20	11.63	12.04	12.48	12.95	13.70	14.44	15.18	15.92	16.68	17.4
G	CAFETERIA WORKERS	8.55	8.99	9.41	9.81	10.25	11.01	11.75	12.48	13.24	13.99	14.7
H	FOOD SERVICE ASSISTANT	11.12	11.56	11.98	12.41	12.87	13.62	14.36	15.10	15.85	16.60	17.3
SPECIAL PROVISIONS:												
Work performed outside of normal work hours shall be paid at an additional \$.75 per hour above the employee's current hourly rate.												

SOUTH EUCLID-LYNDHURST CITY SCHOOLS
CAFETERIA PERSONNEL HOURLY SALARY SCHEDULE
2014-2015

For employees hired on or after January 1, 2014

CLASSIFICATIONS		0	1	2	3	4	5	6	7	8	9	10
A	MANAGER - High School	16.32	16.80	17.22	17.65	18.09	18.85	19.59	20.37	21.12	21.87	22.63
B	MANAGER - Junior High	15.41	15.84	16.27	16.74	17.17	17.94	18.69	19.45	20.22	20.97	21.74
C	COOKS	11.36	11.80	12.22	12.67	13.15	13.90	14.65	15.41	16.16	16.93	17.68
D	ASST COOKS & BAKERS SERVER-PREPARER	9.45	9.88	10.30	10.74	11.22	11.97	12.73	13.49	14.25	15.01	15.77
E	CASHIERS	9.03	9.46	9.89	10.31	10.77	11.53	12.28	13.03	13.79	14.55	15.32
F	FOOD COURIER/CAFETERIA WORKERS	11.36	11.80	12.22	12.67	13.15	13.90	14.65	15.41	16.16	16.93	17.68
G	CAFETERIA WORKERS	8.68	9.13	9.56	9.96	10.40	11.17	11.92	12.67	13.44	14.20	14.95
H	FOOD SERVICE ASSISTANT	11.29	11.73	12.16	12.60	13.06	13.82	14.57	15.33	16.09	16.84	17.60
SPECIAL PROVISIONS:												
Work performed outside of normal work hours shall be paid at an additional \$.75 per hour above the employee's current hourly rate.												

Appendix C

SOUTH EUCLID-LYNDHURST CITY SCHOOLS
SEVERANCE PAY BENEFICIARY FORM
OAPSE, CHAPTER #110

Please print

Employee's last name, first name, middle initial	Date Employed month day year
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Beneficiary last name, first name(s)	Relationship to employee	Social Security Number	Date of Birth
Primary			
Contingent			

I hereby elect that in the event of my death, such severance as I might be entitled to under the terms of the #110 Collective Bargaining Agreement shall be paid to the beneficiary(ies) designated above:

Date

Employee's Signature

Appendix D

SOUTH EUCLID-LYNDHURST CITY SCHOOLS

**Human Resource Office
5044 Mayfield Road
Lyndhurst, Ohio 44124**

RETURN TO WORK FORM

I have treated _____ during her/his absence from work. The condition which she/he had prevented her/him from coming to work.

I have reviewed the job description for _____ which she/he has provided to me and find the employee able to return to work and perform the essential functions of the job as set out in the job description.

Date

Name of Doctor

Appendix E
SOUTH EUCLID-LYNDBURST CITY SCHOOLS
EVALUATION REPORT FOR MAINTENANCE AND OPERATIONAL PERSONNEL-OAPSE 110

Evaluation of _____

Job Classification _____

Building _____

Date _____

INSTRUCTIONS: For each job element select the performance value most nearly representing the degree of the employee's accomplishment. Use the following:

- 4-Strong
- 3-Satisfactory
- 2-Needs Improvement
- 1-Unsatisfactory

Additional comments may be made as indicated below.

Job Element	Performance Rating	Comments
I. TECHNICAL COMPETENCE		
A. Skills - technical knowledge for position		
B. Effective use of methods and skills		
C. Understanding and completion of assigned tasks		
D. Systematic approach to and completion of duties		
E. Resourcefulness in meeting problem situations		
F. Soundness of judgment		
II. RELATIONSHIPS		
A. Personal appearance		
B. Response to constructive criticism		
C. Cooperation with fellow employees		
D. Courtesy to others		
E. Respect of fellow employee's work problem		
III. RELIABILITY		
A. Ability to carry out assignment		
B. Responsibility and conscientiousness to job		
C. Ability to adjust to changes		
D. Temperament and emotional stability		
E. Loyalty to ideals and employer		
IV. QUANTITY OF WORK		
A. Work organization		
B. Responsibility and good performance		
C. Production as compared to others		
D. Ability to work under pressure		
E. Steady worker. Keeps on schedule		
V. ATTENDANCE		
VI. PUNCTUALITY		

Job Element	Performance Rating	Comments
VII. SUPERVISORY EFFECTIVENESS (to be completed for those who supervise other personnel)		
A. His effectiveness as a leader, manifested by his ability to inspire confidence, provide guidance, set appropriate standards and to follow through on performance.		
B. His interest and effectiveness in training subordinates for satisfactory quantitative results.		
C. Adequacy of his over-all planning, his willingness to make appropriate delegation of responsibilities and to give the necessary authority for their proper discharge.		
D. Soundness of judgment and validity of decisions.		
E. Willingness to make decisions.		
F. Extent to which his handling of subordinates develops and sustains a satisfactory level of employee morale.		

<p><u>PURPOSE OF EVALUATION</u></p> <p>_____ Annual</p> <p>_____ New Employee</p> <p>_____ New Position</p> <p>RECOMMENDATION:</p>	<p style="text-align: right;"><u>Comments</u></p> <hr/> <p><u>Commendations:</u></p> <hr/> <p><u>Ways this employee can improve:</u></p> <hr/>
--	---

Date of
Conference _____

Signature of Evaluator(s) _____

Signature of Person Evaluated _____

(The signature does not necessarily mean agreement with the evaluation. It does mean that it was discussed by the evaluator(s) and the person evaluated.)

Appendix H

**CHAPTER 110 OF OAPSE
SOUTH EUCLID – LYNDHURST CITY SCHOOLS**

**CATASTROPHIC ILLNESS SICK DAY BANK
201_ – 201_ SCHOOL YEAR**

MEMBER'S NAME _____ DATE _____

I am willing to contribute _____ day(s) of sick leave to the Catastrophic Illness Sick Leave Bank.

I understand that this day(s) will be reduced from my total sick leave accumulation. I understand and agree that my donation is governed by the terms and conditions of the collective bargaining agreement, Article VIII, Section I.

(member's signature)

*****Please return this form, through interschool mail, to the Treasurer's Office ASAP*****

Appendix I

**SOUTH EUCLID-LYNDBURST CITY SCHOOLS
SEVERANCE PAY APPLICATION - OAPSE CHAPTER 110**

NAME: _____

DATE: _____

_____ I have read and understand the provisions of the regulation for Severance Pay. I hereby certify that I qualify for severance pay under the provision check below:

_____ I am eligible for retirement benefits under the School Employees Retirement System.

_____ I am fifty-five (55) years of age with ten (10) or more years of employment with the South Euclid-Lyndhurst Board of Education.

It is understood that submission of this form and acceptance by me of Severance Pay eliminates all sick leave credit accrued by me and renders me ineligible for any future Severance Pay. I hereby request that I be paid all Severance Pay which I am due pursuant to the Agreement between OAPSE and the Board of Education. It is further understood that payment of severance pay will be made no later than sixty (60) days from separation of employment.

Employee's Signature

Date of Submission

Supervisor's Signature

Date of Receipt

FOR OFFICE USE ONLY:

A. Years of service in South Euclid-Lyndhurst _____

B. Effective date of retirement _____

C. Accumulative sick leave as of date of retirement _____ X 30%= _____

D. _____ X _____ = \$ _____
Daily Rate (c) or 75 days whichever is less

Approved: _____
Director of Human Resources

Approved: _____
Treasurer

To be completed in duplicate; one copy to be retained by Superintendent/designee and one copy to be retained by the member of the bargaining unit.

