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AGREEMENT

BETWEEN

THE IRONTON CITY SCHOOLS BOARD OF EDUCATION

AND

THE IRONTON SUPPORT STAFF ASSOCIATION

July 9, 2013 thru June 29, 2015

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ARTICLE 1: RECOGNITION

A. The Ironton City Board of Education, hereinafter referred to as the "Board", recognizes the Ironton School Support Association, OEA/NEA, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative for the bargaining unit as defined in paragraph B. Both parties agree to the terms of employment described and agree that this contract supercedes and exempts Ironton City Schools from all civil service laws.

B. The Association shall be recognized as the exclusive representative of all full-time and part-time non-teaching personnel including long-term subs.

Hereafter, employee(s) in the defined unit will be referred to as bargaining unit member(s).

C. Excluded from the bargaining unit shall be all other employees of the Ironton City Schools, including all supervisory, management, confidential, seasonal casual substitutes and casual employees as defined in Section 4117.01 of the Ohio Revised Code, Secretary to the Superintendent, Secretary to the Treasurer, Secretary to the Administrative Assistant, Assistant to the Psychologist, Attendance Officer, Teachers, Guidance Counselors, Principals, Assistant Transportation Director, Transportation Director, Director of Maintenance, Director of Cafeteria Services, and Treasurer.

D. The bargaining unit includes all regular full-time and part-time non-teaching employees including long-term substitutes.

1. Upon ratification of this Agreement by both parties, full-time shall be defined as those employees contracted to work a full-schedule of hours six (6) or more for a minimum of one hundred twenty (120) days or more in a work year.

2. Upon ratification of this Agreement by both parties, part-time shall be defined as those employees contracted to work less hours than the full schedule of hours six (6) as defined in D-1 above for a minimum of one hundred twenty (120) days or more in a work year.

3. Long-term substitutes are those that work at least 60 consecutive days in the same assignment. After 60 days, the classified substitute would move to the pay rate of a step 0 employee in that assignment.

4. Casual substitutes are those substitutes that are called to work on a day-by-day basis to fill in for a bargaining unit employee who is absent from work.

5. Health insurance benefits are provided to employees who are scheduled to work thirty-hours (30) or more per week.

ARTICLE 2: NEGOTIATIONS PROCEDURE

A. The parties acknowledge that they have an alternative dispute resolution procedure to that provided in Ohio Revised Code Section 4117.14, which alternative procedure supercedes the provisions of that Section. Under the agreed-upon dispute resolution procedure, if impasse is declared by either party, or the parties are unable to reach agreement on all issues submitted for negotiations, either party may declare impasse on the issues yet unresolved.

B. If impasse is declared, the parties will mutually request assistance from the Federal Mediation and Conciliation Services (FMCS) in the form of a Mediator selected by the FMCS.

C. The Mediator shall act in such capacity until one or both parties declare otherwise, or until agreement is reached. However, if agreement is not reached through Mediation within thirty (30) calendar days from the beginning of federal mediation, the Union may initiate the provisions of Sections 4117.14 (D) (2) of the Ohio Revised Code. This procedure is in lieu of the provisions of Section 4117.14 but does not waive the Union's rights under Section 4117.14 (D) (2), subject to the condition that the Union shall resort to a strike until the impasse has been exhausted.

D. The Mediator has no authority to recommend or to bind either party to any agreements.

ARTICLE 3: GRIEVANCE PROCEDURE

A. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time equitable solutions to grievances which may arise from time to time.

B. Any individual unit member of the Association itself may file a grievance, which is an alleged violation, misinterpretation, or misapplications of any matter negotiated and determined under the provisions of this Agreement.

C. The following procedures shall be followed with regard to any and all grievances.

1. An alleged violation shall first be discussed informally between the unit member and his/her immediate supervisor.

2. If the problem is still unresolved, the unit member shall provide the Superintendent with a formal written grievance, which shall set forth the Article alleged violated, the facts constituting the alleged violation, the relief sought, the date of the incident of the alleged violation and the signature of the grievant.

a. After receipt of a formal written grievance, the Superintendent and the grievant shall have a meeting, within five (5) working days of the Superintendent's receipt of the formal written grievance.

b. If the matter is not resolved at this meeting of the Superintendent and the Grievant, the Superintendent and the grievant shall have a formal meeting, together with the President of the Association, within five (5) working days of the last meeting.

c. The Superintendent shall respond in writing to the grievance within five (5) working days of this formal meeting.

3. The Association may itself, through its business agent, initiate a grievance at the third step of the procedure, by supplying the Superintendent with a formal written grievance, when such grievance does not involve a particular unit member or principal, but instead involves an application of the Agreement that affects all bargaining unit members. An individual may only initiate a grievance at the third step of the grievance procedure with the agreement of the Superintendent.

4. A grievant or the Association may appeal the decision of the Superintendent to the Board through the following procedure:

a. The grievant shall provide the Superintendent with a written notice of his/her intention to appeal within ten (10) days of the Superintendent's decision, to allow adequate time for the Superintendent to arrange for consideration of the appeal at a Board meeting within thirty (30) days of the notice of appeal. This written notice of appeal shall set forth the detailed grievance, the complaints regarding the Superintendent's decision, a request for scheduling of the appeal before the Board, the identity of the grievant or grievant, and the number of individual grievances.

b. The Superintendent will have ten (10) days after the receipt of the written notice of appeal to notify the grievant(s) when the matter will be taken up before the Board.

5. The appeal before the Board shall be for the Board's consideration of the issue or issues raised by the grievance and the Superintendent's decision.

6. The Board shall make a disposition of the appeal in a timely manner, and shall promptly notify the grievant or the Association, as the case may be, of the decision of the Board or if the Board is unable to agree on decision. The grievant or the Association, as the case may be, may, if dissatisfied with the Board's decision, pursue legal remedies and may also resort to legal remedies if a prompt decision is not received from the Board.

D. Time limits set forth herein may be extended by mutual agreement of the parties, and time shall not be considered of the essence, with the exception of cases involving the termination of an employee with a continuing contract.

E. Failure of either party to proceed without giving notice of a need for an extension of time shall result in the dropping of the grievance (when the grievant or Association fails to proceed) or the relief sought shall be given (if the Superintendent or Board fails to proceed).

F. The procedures of this Article shall not affect the right of the grievant or the Association to exercise the right to file an unfair labor practice charge within the time prescribed by law.

ARTICLE 4: ASSOCIATION RIGHTS

A Recognition of the Association as the sole and exclusive representative shall confer upon the Association certain exclusive rights during the term of this Agreement or any written extension thereof.

B The Agenda and non-confidential attachments to said agenda relative to pending Board actions and approved minutes of the Board shall be made available to the Association President on the same day as their distribution to Board members. The Association President, shall, if time allows, be informed of any agenda changes or additions made on the day of the Board meeting, those materials shall be made available to the Association President or his/her designee upon arrival at the Board meeting.

C The Treasurer of the Board shall, upon request of the President of the Association, provide a copy of each of the following documents approved or received by the Board and/or Treasurer. Documents shall include:

1. Amended Certificates of Estimated Resources;
2. Each year's Temporary and Permanent Appropriations Resolutions;
3. The names and assignment of staff members;
4. Yearly SM-1 and Quarterly SM-2's ;
5. Monthly Financial Statement of Receipts and Expenditures;
6. Each month's Cash Position Report.

D The Association shall be permitted to use one (1) specifically designated bulletin board in each school or work area for communicating with bargaining unit members. The bulletin board shall be designated by the Principal or work area supervisor of each school, but shall be in an area frequented by bargaining unit members. The Association agrees not to post any derogatory material on the bulletin board provided for its exclusive use.

E To facilitate communications between the bargaining unit members, the Association shall have the opportunity to use the internal mail system of the district and place Association communication in the place where each non-certified employee in the system receives his/her mail. It shall be the responsibility of the Association to distribute its material to the members, and this shall not interfere with the assigned duties of any bargaining members.

F Maintenance of Association Membership.

Although it is agreed that union membership is not a mandatory condition of employment, for any employee covered by this Agreement, any employee covered by this agreement prior to signing of this agreement who is currently a member of the bargaining unit, shall continue to pay to the Association dues or fees regularly charged members of the Union in good standing for the life of this Agreement (except as otherwise provided herein).

An employee hired after the signing of this contract and covered by this Agreement (as provided in Article 1: Recognition) who, after completing thirty (30) calendar days of employment shall be subject to the continued membership language above.

G Grandfathering-in Provision.

Any employee that was not a member of the Association prior to August 1, 2009 shall be exempted from the membership provisions as identified above. If an employee, who is not currently a dues-paying member of the bargaining unit, decides to join the Association, that employee shall then be required to follow the provisions of this Article as it relates to payment of dues/fair share fee.

H Withdrawal of Association Membership.

Every employee who is a member of the Association shall have the right to withdraw from the membership at any time. An employee who is currently a member of the bargaining unit, and paying as provided in paragraph F above, shall be required to pay a fair share fee as determined by the Association. This amount shall not exceed the dues amount paid by members of the Association.

The Association shall comply with all federal laws, state laws, and court decisions as they relate to notification of fair share fee determinations, procedures to protest, and notification requirements.

Any employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, it shall

declare the employee exempt from becoming a member of or financially supporting the Association. The employee shall be required, in lieu of such fair share fee, to pay an amount of money equal to such fair share fee to a nonreligious charitable fund mutually agreed upon by the employee and the Association.

The Employer shall be relieved from making such deductions upon an employee's: Termination of employment; Transfer to a job other than one covered by the bargaining unit; Layoff from work; and an unpaid leave of absence or when the employee's paycheck amount is one in which a deduction could not be made.

The Association shall indemnify and save Management harmless against all claims, demands, suits or other forms of liability that may arise out of or by reason by any action taken by Management to comply with this Article and the Association's Maintenance of Membership/Fair Share Fee provisions, calculations and notification procedures.

I Visitation by ISSA Representatives.

1. Whenever possible all visits to the school by a representative(s) of the ISSA shall be arranged in advance.

2. Visits by the ISSA President or representative(s) shall not interfere with a bargaining unit member or a bargaining unit member's duties and such visits normally will be scheduled after normal work hours.

3. The ISSA President and/or representative(s) shall report to the front office of the school upon arrival.

4. Visits by the ISSA President and/or representative(s) with bargaining unit members shall only be held in an area to be designated by the building Principal or work area supervisor. The Principal or work area supervisor shall provide a private area ordinarily free of interruptions.

The Association may be granted use of school facilities at no cost for regular business meetings, not to include strike organization meetings. Association meetings may not interfere with regularly scheduled school activities.

The Association President or his/her designee may be recognized by the Superintendent to address the Board for a specific period of time relative to any agenda item. The Association may be placed on the agenda for any Board meeting upon the request of the Association President to the Superintendent. The request must be made at least four (4) days prior to the scheduled meeting, to enable the Superintendent to comply with Board policy on distribution of agendas.

The Association may be permitted reasonable use of school telephones, typewriters, ditto

machines, mimeograph machines, copier machines, and audiovisual equipment provided they are not being used or are not required for any school business or activity. Supplies or fees for such use shall be provided or paid for by the Association.

The Association acknowledges that it has the ongoing responsibility to explain and discuss the terms of this Agreement with all members of the bargaining unit.

J Association Dues Deductions.

1. Members of the bargaining unit may sign and deliver to the Treasurer an authorization for deduction from their paycheck for membership dues of the Association and its direct affiliates. Such authorization shall continue in effect until such time said individual gives written notice to the Treasurer of the Board to discontinue such deduction or until employment with the Board is terminated.
2. Authorization to make such deductions must be filed with the Treasurer by September 30th in the year such deductions are to begin.
3. The Treasurer of the Association shall notify the Treasurer of the Board in writing by September 30th of each year of the amount to be deducted for both local and all other Association membership dues in accordance with the employee authorization.
4. Deductions shall be made in twenty (20) equal installments beginning with the second (2nd) paycheck in October and continuing in equal amounts from each subsequent paycheck until all installments have been deducted, or until the member's employment ends. New members after September 30th shall have deductions made in equal installments to begin the following pay period after delivery of the authorization card and conclude when all installments have been deducted, or when the member's employment ends.
5. All dues money shall be forwarded to the Ironton Support Staff Association on a monthly basis as stipulated by agreement between the ISSA and the Board Treasurer.

The Treasurer and the Board shall be held harmless by the Association relative to the legality of said deductions.

ARTICLE 5: EMPLOYEE RIGHTS

A. The policies and practices of the Board and the Association shall be applied without regard to race, color, national origin, sex, marital status, age, physical or mental disability or handicap, or veteran status. The Board shall not discriminate against employees because of membership or non-membership in the Association or participation in Association activities. Both parties agree to cooperate in the implementation of the Americans with Disabilities Act of 1990.

B. Employees shall work under safe and healthful conditions.

C. Employees shall not be expected to provide materials and equipment in order to carry out their responsibilities.

D. The Board retains the right to promulgate reasonable work rules, policies and directives applicable to employees and not inconsistent with this Agreement. Copies of such rules, policies, and directives shall be furnished to the Association President and affected employees prior to the effective date of such rules, policies and directives.

ARTICLE 6: PERSONNEL FILES

A. Official File.

1. An official personnel file shall be maintained at the Board of Education office for bargaining unit employees. There shall be no private personnel or personal files on any bargaining unit employees.

2. Each item in the file shall be dated as to its entrance therein and as to the date when such item was made, except routine financial and demographic material. The employee will be given a copy of all documents before they are placed in his/her personnel file, except for routine data.

B. Access to File.

Access to the personnel file shall be made available during regular office hours to the employee and/or his/her designated representative. Neither the file or any part thereof shall be removed from the office. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The Board shall provide the employee with a copy of any requested materials from the personnel file.

C. File Contents.

Only appropriate information relating to performance or discipline may be entered into the file other than routine financial or demographic data. All such performance information must be signed by the employee's supervisor.

1. No anonymous letter, report, or communications shall be included in an employee's personnel file.

2. No inaccurate or invalid information shall be included in an employee's file.

3. All evaluations shall be included in the file.

4. Any written records of verbal or written reprimand or disciplinary action shall be removed from the employee's personnel file after eighteen (18) months if no additional reprimands or related incidents of record have occurred during the two-

year period. Any disciplinary action that has been taken will remain in that employee's personnel file.

ARTICLE 7: DISCIPLINE

A. No bargaining unit member shall be disciplined, reduced in rank or compensation, suspended or demoted without just cause.

B The following system of progressive discipline will be followed:

1. verbal reprimand
2. written reprimand
3. suspension without pay
4. discharge

C. The bargaining unit member's supervisor shall investigate the incident prior to beginning any disciplinary action.

1. A notice of a pre-disciplinary conference shall be given to the employee who is subject to the pending suspension without pay or dismissal. The affected bargaining unit member may have an Association representative present at such conference.

2. The notice shall give the time, date and place of the scheduled conference and shall provide at least 24 hours notice.

D. An Association representative shall be permitted to attend the investigatory interview of a member whenever disciplinary action may be contemplated against the member.

1. At the conference, the bargaining unit member shall be provided the opportunity to present his/her side of the case and respond to all of the allegations should he/she desire to do so.

E. Any disciplinary action shall be appealable through the grievance procedure.

ARTICLE 8: SENIORITY

A. Seniority shall be defined as continuous length of employment of an employee in the bargaining unit computed from the employee's most recent date of hire by the Board.

B. Seniority shall accrue for all time an employee is on active pay status or an approved leave of absence, or is receiving worker's compensation benefits.

C. Seniority shall be lost when an employee:

1. resigns or retires;
2. is discharged;
3. is laid off for more than twelve (12) calendar months;
4. is recalled from a lay-off and fails to return to work within five (5) working days;
5. involuntarily resigns by missing three (3) consecutive working days without reporting his/her absence.

D. If a tie exists, it shall be broken by the date at which the Bargaining Unit member was employed as a substitute. For the purposes of this article, the member must have been serving as a substitute immediately prior to being employed in a full-time position. If the member has served more than one period of time as a substitute, the latest hire date as a substitute shall be used for this article. If a tie continues to exist, it shall be broken by the last digit of the employee's Social Security Number with "0" being first and "9" being last. If the tie is still not broken, the next last number will be used and proceeding so on until the tie is broken. This procedure shall be implemented in the presence of a designated Union representative and the affected employees.

E. The School District shall provide the Union an annual seniority list on October 15 each year listing the name, Social Security Number, date of hire, job title, and employment status (i.e. full-time, part-time, etc.). Any errors in the list will be corrected upon them being brought to the Administration's attention.

ARTICLE 9: LAYOFF AND RECALL

A. In the event it becomes necessary to reduce the number of employees in a job classification, the following procedures shall govern such layoff and/or subsequent reinstatement.

B. The number of people affected by reduction in force shall be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position. Any reduction in regularly assigned time shall be considered a layoff under the provisions in this Article.

C. When it becomes necessary to layoff employees for reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment in his/her present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the Administration and the Association shall meet to determine a fair and equitable means of deciding which employees shall be laid off first.

D. An employee laid off in one classification shall be able to bump into another job classification in which he/she has worked and is qualified, provided the employee exercising bumping rights has greater seniority in the classification than another employee working in the classification.

E. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:

1. Paraprofessional
2. Bus Driver
3. Cafeteria Employees
4. Custodian
5. Maintenance
6. Mechanic
7. Secretarial and Clerical

F. Prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid off shall also be given advance notice of layoff. Each notice of layoff shall state the following:

1. Reason(s) for the layoff or reduction;
2. The effective date of layoff; and
3. A statement advising the employee of his/her rights of reinstatement from the layoff.

G. For the classifications in which the layoffs occur, the Board shall prepare a reinstatement list and the names of all employees employed under probationary contracts shall be placed on the reinstatement list in the reverse order of layoff. The names of all employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.

H. Vacancies, which occur in the classification of layoff shall be offered to and declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.

I. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

While the board agrees that there is no intention to reduce staff or layoff personnel for the sole purpose of subcontracting bargaining unit classifications, should a reduction in force or layoff be required, it would be under the terms of the reduction in force agreement. Short term contracting may occur during a classification layoff in the event of an emergency. Employees who have been laid off shall be eligible for employment under this section. Such employment shall not affect any recall rights.

ARTICLE 10: HEALTH AND SAFETY

A. The Ironton City School District agrees to abide by all federal and state laws concerning health and safety in the workplace.

B. The School District will endeavor to provide employees all the necessary safety equipment to properly perform their jobs. Any disputes under this subsection will be resolved through the grievance procedures of this contract.

C. The School District shall make available to the local Union President all relevant health and safety information that becomes available to the school district involving products and chemicals used by the District.

D. All employees in the bargaining unit will be notified of first aid procedures and access.

E. All employees will follow all safety rules and regulations in performing their duties.

Employees will report all unsafe conditions to their supervisors immediately.

ARTICLE 11: JOB BID AND TRANSFER

A. A "vacancy" shall be determined to exist when there is an opening in a bargaining unit position that the Superintendent of the Ironton City Schools intends to fill. The Superintendent shall be the sole judge of whether or not a vacancy exists.

B. When the Superintendent determines a vacancy exists, he shall cause the position that is vacant to be posted on www.tigertown.com, via e-mail, and on all staff bulletin boards. All members of the bargaining unit are eligible to submit request for consideration for the open position. The posting shall be for five (5) working days.

C. The filling of vacancies shall be in the following order:

1. The employee with the most seniority who is most qualified will be considered first in the job classification with the qualifications and ability to perform the essential functions of the vacancy shall be awarded the position as determined by the Superintendent of Schools. The Superintendent's decision is not grievable.

2. Full-time bargaining unit employees applying for the vacancies not within their current classification, if qualified, shall be considered for the vacant position.

D. All employees awarded a position under this Article shall serve a ninety (90) calendar day probationary period.

1. Anyone failing the probationary period shall be returned to their prior position.

2. Probationary removals are not grievable.

E. The Superintendent may approve a classified employee to hold multiple positions if the time to fulfill the second position does not conflict with the responsibilities of the position held.

ARTICLE 12: WORK WEEK, WORK DAY, WORK YEAR, AND SCHEDULING

A. Work Year.

1. The calendar for the school year shall be set by the Ironton Board of Education. The calendar when published each year will be distributed to all employees.

2. The ISSA shall have the opportunity to present calendar changes for consideration by sending written notice of such recommendations to the Superintendent prior to the April Board meeting.

3. The length of the work year, with certain exceptions spelled out in the articles on wages, including paid holidays and paid vacations, for each category of employee below shall be as follows:

   a. Twelve (12) month employees – 260 days.

   b. Nine (9) month employees as follows:

      - Paraprofessional – 190 days, including holidays
      - Custodians – 200 days, including holidays
      - Paraprofessionals – 190 days, including holidays
      - Secretaries- 200 days, including holidays
      - Cooks- 193 days including holidays
      - Bus Drivers, full-time up to 189 days when school is in session, including holidays.
      - At the option of the Board, an employee may be issued an extended contract for an additional number of days at the per diem rate.

B. Work Week.

The work week shall be defined as seven (7) consecutive days starting on midnight Sunday night and running to the next Sunday night. Overtime shall be governed by the Fair Labor Standards regulations.

C. Work Day.

In hours, the length of the standard work day shall be seven (7) hours actually worked each day, with exceptions as specified on the classification wage scales. All employees of the bargaining unit will be notified annually of their hours of work, rate of pay, salary placement, number of days, holidays and vacation leave.

ARTICLE 12 A: INDIVIDUAL CONTRACT LENGTH

A limited regular contract shall be issued in the following order:

1. Upon initial employment, the first contract shall be for one (1) year.
2. The second contract shall be for one (1) year.
3. The third contract shall be for one (1) year.
4. The fourth contract shall be for three (3) years.
5. The fifth contract shall be continuing contract.

All employees currently on continuing contract prior to this agreement shall be grandfathered continuing.

ARTICLE 13: LEAVES

A. Sick Leave.

1. Each full-time bargaining unit member shall be entitled to fifteen (15) days sick leave with pay each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month. All part-time bargaining unit members shall earn sick leave for the time granted full-time bargaining members. Unused sick leave shall be accumulated to a maximum of three hundred five (305) days or the number of days granted to certified personnel in the I.E.A. Master Agreement, whichever is higher. All days shall be in correlation to the employee's work day.

2. A new employee with accumulated sick leave from another public agency shall have placed to his/her credit, upon written application and proof of such to the Treasurer, all sick leave accumulated with a previous public employer, not to exceed two hundred and sixty days (260) days.

3. A bargaining unit member who has not yet accumulated or who has exhausted his/her accumulation of necessary sick leave, shall be advanced up to a maximum of five (5) days sick leave, with the advanced days to be removed from such employee's later accumulated number of sick days. If the bargaining unit member leaves the district before accumulating sufficient sick leave to cover the advanced sick leave day(s), such day(s) will be deducted from the bargaining unit member's last pay.

4. Sick leave days may be used to cover absences for personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others

and for absences due to medical appointments illness, injury or death in the bargaining unit member's immediate family.

5. For purposes of this Article, the immediate family of a bargaining unit member is defined to mean: father, mother, spouse, brother, sister, son, daughter, step-children, grandparents, grandchildren, or an individual residing in the home of said bargaining unit member, or other family members with the immediate supervisor's recommendation and the approval of the Superintendent.

6. On the day of his/her absence, a bargaining unit member shall give notice to the office of his/her immediate supervisor if he/she must use sick leave in accordance with this leave procedure.

7. All bargaining unit members who have advanced knowledge that they will need to use their accumulated sick leave on an extended basis, shall give the Administration as much advance notice as possible. In the case unforeseen illness or disability, it is recognized that advance notice may not always be possible.

8. Any bargaining unit member using sick leave must furnish his/her immediate supervisor with a written signed statement within three (3) days after the bargaining unit member returns to work, on forms prescribed by the Board of Education, to justify the use of such leave. If medical attention is required, the bargaining unit member's statement shall list the name and address of the attending physician and the dates consulted.

9. Any bargaining unit member who utilizes more than five sick days consecutively, must have a doctors note before returning to work.

10. After fifteen consecutive sick days are used (15 is the number that EMIS requires to be reported as a long term) sick leave will cease to be accumulated until the employee returns to work.

B. Jury Duty.

1. A bargaining unit member who is summoned for jury duty or who is subpoenaed to Appear before a court or agency as a witness or party in a criminal or civil proceedings dealing with a work-related incident shall be granted all necessary leave. After absence for such duty, either reporting or serving, the bargaining unit member shall return payment for services rendered to the Board Treasurer and at the next regular pay period receive full payment for his/her regular salary from the Board for the day(s) of absence for this purpose. Payments not turned in for day(s) absent will cause a deduction of pay for those days.

C. Personal Responsibility Leave.

1. Purposes and Limitation on Use of Personal Responsibility Leave.
   a. Each full-time bargaining unit member shall be granted three (3) unrestricted days of personal leave during each school year.

"Unrestricted" leave shall mean that there is no restriction as to the reason for the personal leave.

b. No personal leave day shall be granted to an employee during the period of one (1) day before or one (1) day after any school holiday, or the first or last day of school, or on days when parent-teacher conferences are scheduled. The Superintendent shall have the authority to waive this provision if, in his opinion, extenuating circumstances exist with a bargaining unit member that warrants said waiver. Bargaining unit members who request that the Superintendent consider such a waiver must submit, in writing, his/her request stipulating such circumstances that exist. Such request must be submitted at least five (5) before leave is taken. The decision of the Superintendent is final and not grievable.

c. Personal leave shall be deducted in accordance with paragraph A-9.

d. Unused personal leave days shall, at the end of each school year, convert one for one to sick leave days provided that the employee has unused personal leave days in that school year. Unused personal leave days shall not be accumulative. This shall be in addition to the total days earned. Bargaining unit members who have unused personal days may cash them annually for fifty dollars ($50.00) per day.

2. Each request for Personal Leave shall be made by written application to the bargaining unit member's immediate supervisor, who will, in turn, render a decision and notify the applicant. This request shall state the date of the leave, and shall be filed, except in emergencies, two (2) work days before the day of leave requested in order that a suitable replacement or substitute can be obtained.

a. The immediate supervisor's decision shall be based upon strict adherence to the terms and conditions of this Article.

3. Procedure for Administration of Personal Leave shall be:

a. The employees shall make written application to his/her immediate supervisor two (2) work days in advance on the form provided by the Board of Education. The employee need provide no reason for taking unrestricted personal leave.

b. If the immediate supervisor has reason to question the leave under C-1c of this Article, he/she shall inform the Superintendent and the employee to determine the validity of the leave.

c. If the employee has any doubt concerning the validity of the request, or if he/she wishes a definite answer before taking the leave, he/she shall discuss the reason with his/her supervisor.

d. The decision of the immediate supervisor is final unless an appeal to the

Superintendent is initiated by the employee immediately upon receipt of the immediate supervisor's decision.

e. The filing of a false application shall be considered as grounds for disciplinary action by the Board of Education in such form and manner as the Board may deem advisable.

D. Funeral Leave.

1. Funeral leave of up to three (3) days may be granted for attending the funeral of the death of a member of the employee's immediate family, one day of which must be the funeral, which the employee must attend.

2. Employees will have funeral leave charged or subtracted from their accumulated sick leave.

3. Immediate family shall be defined as the mother, father, brother, sister, spouse, daughter, son, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, grandchildren, and grandparents of the employee.

4. An employee may apply for up to two (2) days funeral leave for those other than the individuals in the immediate family. The granting of this request is permissive and a negative decision may not be grieved.

E. Association Leave.

1. The Association shall be granted a total of three (3) days annual leave for the President or his/her designee to attend Association business meetings. This leave is non-accumulative.

F. Unpaid Leave of Absence.

1. General Unpaid Leave of Absence.

The Board may grant a bargaining unit member up to two (2) years of absence without pay for personal or family health reasons, for continuing education, or for other reasons approved by the Board, upon receipt of a written request by that bargaining member.

2. Child Care/Adoption Leave of Absence.

A member who is expecting or adopting a child shall be granted unpaid leave of absence not to exceed one (1) year, upon written request to the Superintendent, submitted at least sixty (60) days before the commencement of such leave, whenever possible, and stating the expected date of birth or date of obtaining custody of the child and also the date the bargaining unit member expects to return to work.

3. Bargaining unit members on unpaid leaves of absence shall be carried on the roll of Board employees and may continue to participate in the Board's insurance program while on such leave provided they pay the premiums or other such fees on the monthly date designed by the Treasurer.

   a. The bargaining unit members must notify the Board of his/her intentions regarding his/her returning to employment by April 1of the year his/her leave of absence is to be completed. Upon return from such leave, the bargaining unit member shall be given his/her same assignment or comparable assignment held prior to taking such leave, if such assignment is available and subject to the RIF procedures. If no such assignment is available, the person shall be placed on the recall list.

   b. If the bargaining unit member desires to return to work prior to the date of return originally stated, the bargaining unit member shall notify the Superintendent of his/her request and the date of his/her proposed return. Such request may be considered at the discretion of the Superintendent.

4. Upon returning to service of a bargaining unit member at the expiration of a leave of absence, he/she shall resume the contract status that he/she held prior to such leave. The taking of a leave of absence within the term of a limited contract shall not suspend the running of the contract. Bargaining unit members who are affected by a reduction in force while on leave of absence shall be treated identically with other bargaining unit members under the provisions of Article 9. Seniority shall not be accrued while on unpaid leave.

G. Family and Medical Leave.

1. In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave for the following reasons:

   a. to care for a newborn son or daughter;
   b. for a placement of a son or daughter with the bargaining member for adoption or foster care;
   c. to care for a seriously ill spouse, child or parent; or
   d. because of their own serious health condition.

   Entitlement to childcare shall end upon the child reaching age one (1) or twelve months after the date of adoption or foster placement.

2. Bargaining unit members must give the Superintendent at least thirty (30) days notice, or as much notice as is practicable in foreseeable situations.

3. Bargaining unit members may be required to use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12)

weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid leave combination.)

4. Medical certification shall be required to substantiate leave for the reasons stated above with the Superintendent having the option of requiring second and third opinions. Medical certification shall include the following:

   a. the date the condition began;
   b. the probable duration of the condition;
   c. appropriate medical facts regarding the condition and the necessity for the leave; and
   d. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.

5. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee and provided all requirements have been satisfied.

   a. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the Superintendent may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her position or an equivalent position.

6. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of the health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

7. For the purpose of this article, the following definitions shall apply:

   a. "Serious Health Condition"- an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.

   b. "Reduced Leave Schedule" – a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a bargaining unit member.

ARTICLE 14: HOLIDAYS

A. All regular non-teaching school employees employed on an eleven (11) or twelve (12) month basis, whether salaried or compensated on an hourly or per diem basis, are entitled to the following holidays for which they shall be paid their regular salary or their regular rate of pay.

1. New Year's Day, plus one (1)
2. Martin Luther King Day
3. Presidents' Day*
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day and day after Thanksgiving
9. Christmas Day, plus one (1)

* If school is in session on Presidents' Day, this holiday shall be cancelled and all employees required to work.

B. All regular non-teaching school employees employed on a nine (9) or ten (10) month basis, whether salaried or compensated on an hourly or per diem basis, are entitled to the following holidays for which they shall be paid their regular salary or their regular rate of pay.

1. New Year's Day, plus one (1)
2. Martin Luther King Day
3. Memorial Day
4. Labor Day
5. Thanksgiving Day, plus one (1)
6. Christmas Day, plus one (1)

C. Regular non-teaching school employees employed less than nine (9) months shall be entitled to those holidays enumerated in this Article, Section B above, which fall during the employee's time of employment, for which they shall be paid their regular salary or regular rate of pay.

D. Holiday Eligibility.

1. A new employee must have no less than thirty (30) days of work since his last hire to be eligible for holiday pay for holidays not worked.

2. To be entitled to holiday "premium pay", an employee must be on actual time worked his first scheduled day before and after a holiday. To be entitled to holiday "straight-time pay", an employee must be on the active payroll (i.e. receive pay) on his regular work day before and his first regular work day after the holiday.

E. Employees required to work on a holiday for which they are eligible to receive holiday pay will be paid the number of hours at their standard hourly rate and a premium of the number of hours they are normally scheduled (double-time) in additional pay times their standard rate.

F. Holidays will be observed in accordance with the Board adopted school calendar.

ARTICLE 15: VACATIONS

A. Each full-time non-teaching school employee (including full-time hourly rate and per diem employees) who are in service for not less than twelve (12) months in the calendar year, shall be entitled, during each year, while continuing in the employ of the Board, to vacation leave with full pay for two (2) calendar weeks, excluding legal holidays.

B. Employees continuing in the employ of the Board for ten (10) or more years of service shall be entitled to vacation leave with full pay for three (3) calendar weeks, excluding legal holidays.

C. Employees continuing in the employ of the Board for twenty (20) or more years of service shall be entitled to vacation leave with full pay for a minimum of four (4) calendar weeks, excluding legal holidays.

D. Upon separation from employment an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit for the two (2) years immediately preceding his/her separation and the prorated portion of his/her unused vacation leave for the current year.

E. In case of death of a non-teaching employee, such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with Section 2113.04 of the Revised Code, or to his/her estate.

F. Vacations shall be scheduled at a mutually agreeable time between the employee and his/her supervisor. Only service with the Ironton City Schools shall be used in determining continuous service for vacation eligibility.

G. Accrual of Vacation.

For all employees, vacation begins to accumulate from the date of actual entry as a regular employee into a position which carries vacation, i.e., a twelve (12) month position, rather than beginning at the date of hire.

H. Should an employee be prevented by an action of the Administration from taking vacation, said employee will be compensated for the vacation days lost if the days cannot be taken at any other time during the employee's personal contract year.

ARTICLE 16: INSURANCE

A. The Board shall make available to bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the Board's conventional insurance plan immediately prior to the signing of this Agreement. The Board reserves the right to change or provide alternate insurance carriers, or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The Board shall pay 85% of the premium for bargaining unit members hired prior to September 1, 2009. The Board shall pay 70% of the premium for bargaining unit members hired August

B. The Board reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include mandatory second opinions for elective surgery, preadmission and continuing admission review, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for designated surgical procedures, and limiting the maximum number of days for inpatient psychiatric services to sixty (60) days per calendar year.

C. The Board shall offer unit members the election of a Section 125 Cafeteria plan premium conversion. This will allow employee contribution toward health insurance premiums to be treated on a pretax basis.

D. New employees and anyone not currently covered shall be subject to the provisions of the insurance contract.

E. The Ironton City School Board of Education shall provide the full-time bargaining unit members with a life insurance program of $20,000 coverage, provided that said insurance is available for each bargaining unit member pursuant to the conditions set by the insurance provider.

F. The Ironton City School Board of Education shall pay the cost of a single dental and vision plan, with the bargaining unit members paying the cost difference if they choose to participate in a family plan.

G. Members in the bargaining unit within the classification of Bus Driver will not be required to meet the thirty-hour rule for hospitalization insurance.

H. The Board shall offer unit members the election of a Section 125 Cafeteria Plan premium conversion. This will allow employee contribution toward health insurance premiums to be treated on a pretax basis.

I. The Board paid insurance shall be provided to all full-time non-probationary employees.

J. New employees and anyone not currently covered shall be subject to the provisions of the health insurance plan and the Board will comply with the Health Insurance Portability and Accountability Act of 1996.

K. Rehired retirees shall only be eligible for life, dental and vision benefits.

ARTICLE 17: SEVERANCE

A. At the time of retirement a bargaining unit member who has worked for ten (10) or more years in the Ironton City Schools shall be paid for severance pay consistent with the severance pay provisions of the Master Agreement between the Ironton City Schools and the Ironton Education Association.

B. Payment of severance will be made up in one lump sum, and the rate of pay will be that of the final daily rate of the employee as calculated during the last calendar year the employee worked in the district. Eligibility for a valid claim is dependent upon written evidence from the state retirement system, within one calendar year of retirement from the district, that the retiree is receiving checks from the specific state retirement system.

C. Payment will be made upon written request by the employee to the Treasurer. The employee may defer payment until January following the date of retirement.

D. Severance pay shall be made only once to any bargaining unit member.

E. If an employee dies after retiring but prior to submission of eligibility of evidence, the severance pay shall be paid to the most recently named beneficiary as submitted in writing to the Board Treasurer prior to the employee's death.

ARTICLE 18: PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM (SERS) PICK-UP

A. The Board shall pick-up contributions to the School Employees Retirement System (SERS) on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be at the statutory mandated rate of the employees' gross annual compensation or any statutorily mandated increase. The employee's annual compensation shall be reduced by an amount equal to the amount of "pick-up" by the Board for the purpose of City, State, and Federal Tax.

2. The "pick-up" percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

3. The parties agree that should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return without penalty, to the former method of employee/employer contributions.

4. Payment for sick leave, personal leave, severance, etc., including reporting of wages to both unemployment and worker's compensation shall be based on the employee's gross or daily gross pay prior to the reduction as basis (e.g. gross pay divided by the number of days in the employee's contract).

ARTICLE 19: GENERAL WORKING CONDITIONS APPLICABLE TO ALL CLASSIFICATIONS

Calamity days

School cancellations that are weather related will be treated as follows:

When a Level 1 emergency exist in Lawrence County, the following classified employees shall report: 11 & 12 month employees, 9 month custodians, all secretaries. All other classified positions will be required to make up all calamity days as approved by their supervisor.

When a Level 2 emergency exist in Lawrence County, the following classified employees shall report: 11 & 12 month employees. 9 month custodians and 9 month secretaries have the option of working, or making time up at a later date as approved by their supervisor. All other classified positions will be required to make up all calamity days as approved by their supervisor.

When a Level 3 emergency exist in Lawrence County, the following classified employees shall report: 11 & 12 month employees. These employees will receive comp time for reporting on these days. All other classified positions will be required to make up all calamity days as approved by their supervisor.

School cancellations not weather related will be treated as a Level 1 emergency.

All employees will report on days when school is in session regardless of the emergency level.

After Hours Meetings & Workshops

A bargaining unit member who is required to attend a meeting or workshop outside of his/her normal workday will be paid his/her hourly rate when doing so. These hours shall count towards overtime.

Additional Certification

When required, CPR, First Aid or any additional certification classes will be sponsored by the Board. Class materials will be paid by the Board.

Assault Leave

Any case of assault upon a bargaining unit member shall be promptly reported to the Board or its designated representative. Any case of assault shall be reported to local law enforcement authorities by the Board or its designated representative. Time lost by a bargaining unit member in connection with an incident mentioned in this Article shall not be charged against the bargaining unit member's accumulated sick leave. The bargaining unit member shall provide a doctor's statement verifying that the time off is justified for medical reasons. If time off is for court appearances or other legal matters pertaining to the incident, a statement from the bargaining unit member indicating such shall be submitted to the Superintendent.

Cafeteria Banking

All banking will be done during the regular workday.

Classification Placement

A bargaining unit member who changes classification shall be placed on the salary schedule at the same step as that held in the previous classification. The bargaining unit member shall be credited with all years of service. If a bargaining unit member moves from a classification with fewer steps than the new classification, the bargaining unit member shall be placed on the appropriate step of the new classification after receiving credit for all years of service.

ARTICLE 20: CUSTODIAN WORKING CONDITIONS

A. Each custodian will be advised of his/her hours of work, who to report to as their immediate supervisor, and the procedures for obtaining supplies and materials to complete their job.

B. Custodians will be assigned to shifts taking into consideration their abilities to perform the work on that shift as their stated shift preference.

C. Custodians will perform all work as assigned and directed by their supervisors.

ARTICLE 21: COOK PROVISIONS

A. Each cook will be advised of his/her hours of work, who to report to as their immediate supervisor, and any necessary working procedures to follow.

B. When daily openings occur in cook positions, because of absences, regular employees shall be given the first opportunity to increase the number of hours they work on that day, provided they have the qualifications to perform the work required.

C. The Board of Education will pay the cost of the food handler's permit for all full-time employees as defined in Article 1: Recognition. Any cook working in excess of sixty (60) days shall be reimbursed the cost of the Food Handler's permit by the Board of Education upon receipt of proper documentation.

D. In the event of banquets or dinners, cooks shall be assigned on a rotational basis. Cooks working banquets, special events, or activities shall be paid their regular hourly rate and any overtime, if applicable.

ARTICLE 22: SECRETARIES, CLERKS, AND PARAPROFESSIONALS WORKING CONDITIONS

SECRETARIES, CLERKS, AND PARAPROFESSIONALS WORKING CONDITIONS

A. Each Secretary, Clerk, and Paraprofessionals shall be advised of their hours of work and who to report to as their immediate supervisor.
B. Each Secretary, Clerk, and Paraprofessionals will not be required to discipline any student.
C. Overtime will be earned in accordance with the Fair Labor Standards Act.
D. Bargaining unit members in these classifications are not required to dispense medication to students.
E. The Board shall pay the cost of required Paraprofessional permit renewals.
F. Secretaries will not be assigned lunchroom duties.

ARTICLE 23: FIELD TRIP DRIVER PAY RATES AND TRANSPORTATION PROVISIONS

A. Extra Trips.

1. Field trips and extra trip drivers shall be selected and assigned to a roster of all full time Drivers. The names of those on the roster shall be placed in order of seniority with the driver with the greatest seniority being assigned the first such field trip or extra trip. Drivers have the right to pass on trips. Future trips will be assigned on a rotating basis. Drivers of cancelled trips are placed back in the rotation for the next unassigned trip. In the event that all available drivers pass on a trip and a substitute is not available, the driver with the lowest seniority shall be assigned the trip/trips.

2. Extra trip time shall start at the time the driver is required to report and shall end at the time the driver returns the bus to the bus parking area. Drivers of trips on non-school days shall be paid 15 minutes before and after the trip.

3. Pay.

Field trips and extra trips shall be paid at the rate regular hourly pay (based on 6 hours per day) for the first 10 hours of trips. After 40 hours in one week is accumulated, the pay will automatically be 1 ½ this hourly rate.

Employees shall receive meal reimbursement consistent with Article 23(E)(4) of the IEA Collective Bargaining Agreement by submitting actual receipts for appropriate meal(s).

Breakfast	$7.00
Lunch	$9.00
Dinner	$16.00

a. All day or overnight trips shall be paid for all time in which the driver is performing bus duties, including any stand-by time in which the driver is required to remain with his/her bus at a particular location.

B. Vacancies During the School Year.

1. Any permanent vacancy of a regular route, created more than sixty (60) days prior to the close of the school year, will be filled by the Transportation Supervisor by making a regular assignment of a qualified school bus driver.

C. Bus Appearance and Notification of Repairs.

1. Bus drivers shall complete a per-trip inspection form daily and submit it to the Transportation Supervisor or his/her designee.
2. Bus Drivers are to keep their bus clean.

D. Transportation Routes.

All regular bus routes will be posted when a vacancy occurs as determined by the Superintendent of Schools.

E. Pay for Driver Training

Once an individual is employed by the Board, he/she shall be paid for all subsequent driver training at the members hourly or per diem rate.

ARTICLE 24: TRAVEL REIMBURSEMENT

A. Bargaining unit members whose assignment necessitates travel shall, if they use their own automobiles and if approved by the appropriate administrator or supervisor, be reimbursed at the IRS rate per mile. To be reimbursed, members shall submit the approved form to the Superintendent monthly to be paid in the first two (2) weeks of the next month. Earlier payment may be made upon a request approved by the Superintendent.

B. Bargaining unit members shall maintain state minimum required comprehensive liability insurance on their automobiles, and signing the expense voucher request for reimbursement shall indicate same.

ARTICLE 25: COMPENSATION AND WAGES

A. Effective the first workday of the 2013/2014 school year, bargaining unit employees shall receive the same salary increase as negotiated for the Ironton Education Association and such subsequent raises that may be negotiated for the Ironton Education Association for the duration of this contract.

ARTICLE 26: MANAGEMENT PREROGATIVES OF THE BOARD

A. Except as specifically limited by the terms and provisions of this Agreement, the Board, the Superintendent and the Principals shall retain all rights, powers and authorities vested in them prior to the date of this Agreement.

B. The rights, powers, authorities mentioned in the above shall include but shall not be confined to the following:

1. The right to manage and control the schools, to determine matters of inherent managerial policy, to determine all locations for school facilities and equipment, the equipment to be used, the processes, techniques, methods, and means to be used in servicing the school system, the right to determine all schedules of events, schedules of working hours, assignments of employees, and the right to establish work rules and regulations, to layoff and recall employees whenever necessary.

2. The power to establish rules and regulations governing all employees and pupils, the administration of the school district, use of school district property, attendance at meetings, the compensation and reimbursement of expenses incurred, and to determine the overall budget.

3. The authority to direct, supervise, evaluate, hire, rehire, promote, retain, suspend, discipline, demote or discharge for just cause, assign and reassign employees, to effectively manage the work force, to maintain discipline and efficiency, non-renew and discharge employees, to determine employee schedules, to determine the overall mission and standards of the Board as the employer and in furtherance of its responsibility to the students and community of the school district.

4. All rights, powers and authorities granted at any time to Boards of Education, School Superintendents and Principals by the laws of the State of Ohio, including Section 4117.08 of the Ohio Revised Code as well as such rights, powers and authorities which can reasonably be inferred therefrom.

C. Where the rights, powers and authorities itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein.

ARTICLE 27: NO STRIKE – NO LOCKOUT

A. Upon ratification of this master contract by both the Union and the Board the following shall be effective:

There shall be no strike by unit members except under the following provisions.

1. Unit members may strike in accordance with the provisions of O.R.C. 4117.14 (D)(2), i.e. unit members may strike after exhaustion of the impasse procedure contained in Article 2 of this Agreement, provided that the Union has given a ten (10) day prior written notice of its intent to strike to the Board and to SERB.

B. There shall be no strike by unit members in violations of O.R.C. 4117.15 (A), which prohibits a strike during the term of a collective bargaining agreement or during the pendency of impasse or settlement procedures.

C. The Union shall not authorize, call, aid or conduct a strike in violation of the above provisions. If an unauthorized strike should occur, as determined by SERB in accordance with O.R.C. 4117.23, the Union shall immediately undertake to have the strikers return to work, by proclaiming that the strike is in violation of the Agreement, and by using such media of communications as are available, including the posting of a bulletin urging the pickets, if any, to discontinue picketing. It is agreed that picketing during an unauthorized strike, as determined by SERB, is unlawful and in violation of this Agreement. The Board may use the provisions of O.R.C. 4117.16, where appropriate, to have a court of competent jurisdiction enjoin the strike for a period not to exceed 72 hours. The employer may further employ the provisions of O.R.C. 4117.16 to request SERB to authorize further injunction. Once the Union has complied with its affirmative duties under this section, no legal action will be taken against the Union by the Board.

D. If any unit members strike in violation of this Agreement, they are subject to disciplinary action including discharge, in accordance with O.R.C. 4117.23

E. The Board will not lockout unit members during the term of this Agreement.

ARTICLE 28: PAY PERIODS

A. Bargaining unit members shall receive payment in twenty-six (26) equal installments over a twelve (12) month period. Pay day shall be every other Friday, except in cases of emergency. If there are twenty-seven (27) pay periods, the bargaining unit members will have their pay divided by 27, and paid in 27 equal installments.

B. Bargaining unit members on extra-curricular contracts shall be paid in twenty-six (26) equal installments over a twelve (12) month period, unless the contract amount is $1,000 or less, in which case it will be paid in one (1) lump sum at the completion of the contract.

C. Bargaining unit members shall have their paychecks directly deposited to their accounts in the financial institution of their choice.

ARTICLE 29: COMMERCIAL DRIVERS LICENSE

A. Bargaining unit members whose positions require a valid State of Ohio Commercial Drivers License (CDL) are required to possess such license with proper and necessary endorsements and regulations required by state and federal laws. From the time this contract is ratified by both parties, the Board will reimburse a full-time bus driver the fingerprinting cost only associated with the requirements of the BCII investigation.

B. The School District will endeavor to make available voluntary training to assist those individuals whose positions require such license. Such training will be designed to provide them with information to assist them in preparing for necessary test(s).

C. The School District will endeavor to arrange such training at a school work site during regular working hours.

D. The School District will arrange for such employees to be able to obtain the necessary physical examination required for said license at no cost to the employee.

E. The School District will pay the cost of required license to operate a school bus.

F. Bargaining unit members who do not possess the required CDL with endorsements will not be permitted to operate the School District's equipment. The bargaining unit member will be removed from his position and will be offered any other available/open position for which he is qualified that might exist in the bargaining unit. If no such position exists for which he is qualified, the bargaining unit member will be laid off in accordance with Article 9 of this Agreement.

G. A bargaining unit member who loses his driving rights for a period of sixty (60) days due to violation of law, may move to an available/open position for which he is qualified that does not require the operation of any School District and/or leased equipment. During this time period, the School District will fill his vacated position temporarily for sixty (60) days until the bargaining unit member again obtains his CDL. Should no open and/or vacant position exist for which he is qualified, the bargaining member will be laid off in accordance with Article 9 of this Agreement.

H. A bargaining unit member who loses his driving rights for a period of sixty (60) days or more a second time will face automatic termination of his employment with the Ironton City School District. This action is not grievable per Article 3 of this Agreement.

I. Any vehicle requiring a CDL to operate it which is involved in a traffic accident will cause the operator to submit to drug and alcohol testing.

ARTICLE 30: SMOKING REGULATIONS

A. Ironton City Schools are smoke and tobacco free.

ARTICLE 31: DRUG-FREE WORKPLACE

A. The Board shall adopt a policy, which is in compliance with the Drug-Free Schools and Communities Act. All bargaining unit members shall receive a copy of the Board-adopted resolution regarding a drug-free workplace. There shall be no drug or alcohol testing by the Board or School District, except as provided in this Agreement.

B. All bargaining unit members shall refrain from the unlawful use, manufacture, distribution, or possession of drugs or alcohol while on duty, on Board premises or at any workplace. The employer shall provide a Drug-Free Workplace in-service for all bargaining unit members during the regular in-service day(s) program.

C. For the purposes of these provisions, the following definitions shall apply:

1. "Drug abuse offenses" shall be defined as the unlawful possession, use, or distribution of illicit drugs and alcohol.

2. "Workplace" is defined as any area under the control of the Board or at any Board-sponsored activity regardless of location.

3. "On-duty" is defined as required attendance at the workplace in accordance with the provisions of the Master Agreement regarding hours of work and workday.

D. Any bargaining unit member who violates these provisions through his/her unlawful use of alcohol or an illegal drug shall be granted, upon his/her first offense, the right of participating in a rehabilitation program.

a. Bargaining unit members entered into a rehabilitation program shall be permitted to use any sick leave or vacation leave to their credit.

b. Any bargaining unit member who has exhausted his/her sick and vacation leave shall be granted unpaid leave to participate in a rehabilitation program.

1. After the employee's first offense, depending on the severity of the offense, the employee will be disciplined pursuant to the terms of the Master Agreement.

2. Any bargaining unit member convicted of unlawful sale, distribution, and/or manufacture of illicit drugs shall be disciplined in accordance with the provisions of this Master Agreement.

ARTICLE 32: ALCOHOL AND DRUG TESTING

A. Introduction.

The goal and intent of this Article is the rehabilitation and assistance of those first-time offenders who have drug problems. However, action taken against a bargaining unit member shall be determined by individual circumstances of each use and disciplinary action up to and including termination if possible.

B. Authority of Testing

1. Only the Superintendent or his designee acting in his absence may order a drug test.

2. Any bargaining unit member who drives a vehicle that requires a commercial drivers license will be subject to Alcohol and Drug Testing in accordance with the U.S. Department of Transportation Rules and Regulations under the Omnibus Transportation Employee Testing Act of 1991.

C. When the Administration has reasonable suspicion to believe that:

1. An employee is being affected by the use of alcohol; or
2. Has abused prescribed drugs; or
3. Has used illegal drugs,

The school administration shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The school administration may also require that employee to randomly submit to alcohol and drug testing to insure compliance.

D. Testing Procedure.

Detailed testing procedures shall be developed by the Superintendent to:

1. Positively identify bargaining unit member prior to testing;
2. Provide for bargaining unit member privacy and security of samples;

3. Establish if a bargaining unit member is taking any drug legitimately under medical supervision; and

4. Develop a two-step test. Both urine and blood samples shall be drawn. Any specimen testing positive in the urinalysis shall be subject to a confirmation blood test. No notification shall be given of initial positive tests until the confirmation blood test has been completed and is positive. At the time the samples are drawn, a second test of samples shall be taken and sealed. Should the original blood test show positive, the second sealed set of samples shall be retained for six (6) months to allow for further testing in the event of a dispute.

E. Testing Agent.

The laboratory selected to conduct the analysis will be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency.

F. Bargaining unit members will be given two (2) opportunities for rehabilitative programs. A bargaining unit member can nullify his rights by failing to participate in such programs. No bargaining unit member shall be discharged who has an addiction to alcohol or drugs without the opportunity to participate in rehabilitation.

1. Bargaining unit members entered into rehabilitation programs shall be permitted to use any sick or vacation leave to their credit.

2. Any bargaining unit member who has exhausted his sick and vacation leave shall be granted unpaid leave to participate in rehabilitative programs.

G. All tests on bargaining unit members will be administered to assure privacy and confidentiality.

ARTICLE 33: PERFECT ATTENDANCE

A. Bargaining unit members who are absent for zero (0) days for any reasons (which means no use of sick leave or of personal leave) for an entire nine (9) weeks grading period shall receive a perfect attendance bonus of one hundred ten dollars ($110.00) for each nine (9) week grading period in which they maintain perfect attendance as defined in this article.

This bonus shall be paid at the end of each nine week grading period.

B. Supervisors shall have the authority to permit an employee to leave his/her school for purposes of medical treatment/emergencies, to watch his/her children participate in school-related activities or attend parent-teacher conferences, or attendance at a funeral or visitation.
An employee may use such permissive leave up to three (3) occasions. A total of no more than three (3) hours may be distributed in hourly increments to these occasions and such use of permissive leave will not disqualify the employee for a perfect attendance. Increments of ½ hour may be made if coverage for the affected bargaining Unit member can be secured at no cost to the district. The superintendent shall have the authority to grant additional emergency leave if he/she deems that circumstances warrant same.

ARTICLE 34: OUT-OF-STATE EMPLOYEES WITH CHILDREN ATTENDING THE IRONTON CITY SCHOOLS

Bargaining Unit members who reside outside of the state of Ohio shall have the right to enroll their children in the Ironton City Schools free of all tuition charges.

APPENDIX A: SALARY SCHEDULE

Ironton City Schools
Bus Driver Salary Schedule

	2013-2015	2013-2015	2013-2015
Step	Salary	Hourly Rate (6 Hours)	1.5 Hourly Rate
0	$11,589	$10.22	$15.33
1	$11,676	$10.30	$15.44
2	$11,763	$10.37	$15.56
3	$11,850	$10.45	$15.67
4	$11,937	$10.53	$15.79
5	$12,024	$10.60	$15.90
6	$12,111	$10.68	$16.02
7	$12,197	$10.76	$16.13
8	$12,284	$10.83	$16.25
9	$12,371	$10.91	$16.37
10	$12,458	$10.99	$16.48
11	$12,545	$11.06	$16.59
12	$12,632	$11.14	$16.71
13	$12,719	$11.22	$16.82
14	$12,806	$11.29	$16.94
15	$12,893	$11.37	$17.05
16	$12,980	$11.45	$17.17
17	$13,067	$11.52	$17.28
18	$13,154	$11.60	$17.40

Ironton City Schools
Bus Mechanic Salary Schedule

Experience	2013-2015
0	$26,777
1	$27,299
2	$27,821
3	$28,343
4	$28,886
5	$29,388
6	$29,910
7	$30,423
8	$30,954
9	$31,476
10	$31,999
11	$32,551
12	$33,043

Ironton City Schools
Cook Salary Schedule

Years of Experience	2013-2015	2013-2015
	8 Hour	Less Than 4 Hour Employees (Hourly Rate)
0	$14,656	$7.95
1	$15,025	$8.14
2	$15,396	$8.36
3	$16,142	$8.75
4	$16,390	$8.89
5	$16,640	$9.02
6	$16,890	$9.16
7	$17,383	$9.43
8	$17,878	$9.69
9	$18,370	$9.96
10	$18,494	$10.03
11	$18,617	$10.10
12	$18,739	$10.16
13	$18,864	$10.23
14	$18,989	$10.29
15	$19,114	$10.36
16	$19,358	$10.50
17	$19,604	$10.62
18	$19,855	$10.76

Ironton City Schools
Custodian Salary Schedule

Experience	2013-2015	2013-2015
	200 Days/8 Hours Per Day	260 Days/8 Hours Per Day
0	$16,154	$26,777
1	$16,534	$27,679
2	$16,916	$28,561
3	$17,626	$29,461
4	$17,937	$29,758
5	$18,197	$30,059
6	$18,457	$30,353
7	$18,976	$30,654
8	$19,496	$30,956
9	$20,015	$31,258
10	$20,171	$31,401
11	$20,327	$31,551
12	$20,482	$31,695
13	$20,638	$31,842
14	$20,794	$31,987
15	$20,950	$32,139
16	$21,244	$32,433
17	$21,556	$32,728
18	$21,850	$33,028

Ironton City Schools
Paraprofessional Salary Schedule

Experience	2013-2015	2013-2015 Associate Degree or Equivalent
0	$12,748	$13,092
1	$13,003	$13,436
2	$13,258	$13,781
3	$13,513	$14,125
4	$13,768	$14,469
5	$14,023	$14,813
6	$14,278	$15,157
7	$14,533	$15,502
8	$14,788	$15,846
9	$15,043	$16,190
10	$15,298	$16,534
11	$15,553	$16,878
12	$15,808	$17,223
13	$16,062	$17,567
14	$16,317	$17,911
15	$16,572	$18,255
16	$16,827	$18,599
17	$17,082	$18,944
18	$17,337	$19,288

Ironton City Schools
Secretary Salary Schedule

Years of Experience	H.S. Secretary (12 Month)	IHS Secretary IMS Secretary Elementary Secretary (200 Days Including Holidays)
	2013-2015	2013-2015
0	$24,127	$15,944
1	$24,610	$16,263
2	$25,092	$16,581
3	$25,574	$16,900
4	$26,058	$17,219
5	$26,539	$17,538
6	$27,022	$17,857
7	$27,505	$18,175
8	$27,988	$18,495
9	$28,470	$18,814
10	$28,953	$19,123
11	$29,435	$19,451
12	$29,918	$19,770
13	$30,400	$20,089
14	$30,883	$20,408
15	$31,365	$20,726
16	$31,847	$21,046
17	$32,330	$21,365
18	$32,813	$21,683

APPENDIX B: LONGEVITY BONUS PAY

A bonus amount to be paid upon completion of the following years of service shall be paid as follows:

26th year	$400.00
27th year	$400.00
28th year	$600.00
29th year	$600.00
30th year	$600.00

The longevity bonus pay shall be issued in the first paycheck following the last day of school.

APPENDIX C: NETWORK PRIVACY AND ACCEPTABLE USE POLICY FOR STAFF MEMBERS

It is the intention of the Ironton City School District Board of Education to protect the privacy of staff members who use the school computers, computer network, and electronic messaging systems to the maximum extent possible given the operational and security needs of the District. The purpose of this policy is to identify the limitations on this privacy and the general restrictions applying to the use of computers and electronic messaging systems of the District.

Acceptable and Unacceptable Uses

The computers, computer network and messaging systems of the School District are intended for educational uses and work-related communications. Incidental use of the e-mail and voice mail systems by staff members for personal communications is permitted as long as such communications are limited in number, are initiated during non-work periods, and do not interfere with the primary intended uses of the system.

The following are uses that are unacceptable under any circumstances:

- the transmission of any language or images which are of a graphic sexual nature
- the transmission of jokes, pictures, or other materials which are obscene, lewd, vulgar, or disparaging of persons based on their race, color, sex, age, religion, national origin, or sexual orientation
- the transmission of messages or any other content which would be perceived by a reasonable person to be harassing or threatening
- uses that constitute defamation (libel or slander)
- uses that violate copyright laws
- uses that attempt to gain unauthorized access to another computer system or to impair the operation of another computer system (for example, the transmission of a computer virus or an excessively large e-mail attachment)
- any commercial or profit-making activities
- any fundraising activities, unless specifically authorized by an administrator

Security and Integrity

Staff members shall not take any action that would compromise the security of any computer, network or messaging system. This would include the unauthorized release or sharing of passwords and the intentional disabling of any security features of the system.

Staff members shall not take any actions that may adversely affect the integrity, functionality, or reliability of any computer (for example, the installation of hardware or software not authorized by the System Administrator).

Staff members shall report to the System Administrator or a School District administrator any actions by students which would violate the security or integrity of any computer, network or messaging system whenever such actions become known to them in the normal course of their work duties. This shall not be construed as creating any liability for staff members for the computer-related misconduct of students.

Right of Access

Although the Board of Education respects the natural desire of all persons for privacy in their personal communications, and will attempt to preserve this privacy whenever possible, the operational and security needs of the District's computer network and messaging systems require that full access be available at all times. The School District therefore reserves the right to access and inspect any computer, device, or electronic media within its systems and any data, information, or messages that may be contained therein. All such data, information, and messages are the property of the School District and staff members should have no expectation that any messages sent or received on the School District's systems will always remain private.

Association Business

The email system shall not be used to organize or promote a strike or any form of work stoppage. Violation of this provision shall result in disciplinary action.

Legal Ref.: ORC 3313.20, 3313.47
Children's Internet Protection Act of 2000, 47 USC § 254 (h), (l)

RECEIPT FORM

I acknowledge receipt of the "Network Privacy and Acceptable Use Policy for Staff Members" of the Ironton City School District.

_____
Staff Member Signature

PLEASE PRINT:_____

Date above signed:_____

****

OFFICE USE ONLY

Login Name: _____

Password: _____

ARTICLE 35: DURATION

This Agreement shall be effective for a period of two (2) years beginning with the date of ratification. The Articles in this Agreement constitute the whole and complete agreement between the two parties for the period of time commencing July ____2013 and terminating June 29, 2015.

During the term of this two (2) year contract, the Board of Education will not rift any classified employee; however, this does not mean positions might not be absorbed thru attrition.

Signed this Fifth **day of** July

FOR THE IRONTON SUPPORT STAFF ASSOCIATION, OEA/NEA:

Michael P. Burcham, President

Theresa Bowen, Vice-President

FOR THE IRONTON CITY SCHOOLS BOARD OF EDUCATION:

Mark Fields, President

Dr. Burton Payne, Vice-President

Tim Johnson, Member

Robert Pleasant Jr., Member

Jay D. Zornes, Member