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Master Agreement

between the

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES
AFSCME/AFL-CIO
LOCAL 276**

AND THE

**NORTH RIDGEVILLE CITY
BOARD OF EDUCATION**

July 1, 2011 through June 30, 2013

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ARTICLE 1: RECOGNITION

1.1 The North Ridgeville City School District Board of Education (hereinafter the “Board”) recognizes the Ohio Association of Public School Employees/AFSCME, Local 4 AFL-CIO and its affiliate OAPSE local #276 (hereinafter collectively referred to as the “Union”) as the sole and exclusive bargaining representative of all full-time and regular short hour hourly employees in the below listed positions or classifications:

- Custodians
- Cleaning Personnel
- Maintenance Personnel
- Bus Drivers/ Bus Aides
- Food Service Personnel
- Secretaries
- Paraprofessional/ Auxiliary Aides
- Paraprofessional Aides
- Paraprofessional Media Aides
- Parking Lot Attendant
- Bus Mechanic

These positions and classifications shall be considered as a combined single bargaining unit for the term of this contract.

1.2 All confidential, supervisory, management level, seasonal and casual employees shall be excluded from the bargaining unit established in Section 1.1 above. Confidential and supervisory employees shall be defined to include:

- Central Office Support Staff
- Treasurer’s Office Support Staff including High School Financial Secretary
- Supervisors including Food Service, Building and Grounds, and Transportation
- Assistant Supervisor Building and Grounds
- Head Bus Mechanic
- Administrative Assistant of Transportation

1.3 Challenges to the Union’s status as exclusive bargaining representative shall be conducted in accordance with R.C. 4417.05.

1.4 Recognition of the Union shall not prevent any member of the bargaining unit from presenting his/her views to the Board, its designee, Superintendent, or his/her designee, in accordance with law.

ARTICLE 2: MANAGEMENT RIGHTS

2.1 The Board and the Union state that the purpose of the procedures established in this document is to promote cooperative relationships between the Board and its classified employees and to protect the public and the welfare of school children by assuring orderly and uninterrupted operation of the public school system. For and in aid of the purpose, the principles stated in succeeding sections of this

article shall govern the interpretation and application of the remaining provisions of this document and the procedures set forth therein.

- 2.2 The Board, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, the right:
- A. To maintain the executive management and administrative control of the school system, its properties and facilities, and the activities of its employees;
 - B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal and to promote and transfer all such employees;
 - C. To decide upon the means and methods of classified activities and programs, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent of such specific and express terms hereof are in conformance with the Ohio Constitution and laws of the United States.

ARTICLE 3: NEGOTIATIONS

3.1 Subjects of Negotiations

Representatives of the Board and the Union will negotiate in good faith matters concerning salaries, hours, terms and working conditions of employment.

3.2 Request for Negotiations

Either party may by letter initiate negotiations for a successor agreement not more than 90 calendar days or fewer than 60 calendar days in advance of the expiration date of this agreement. At that time, the party initiating negotiations shall notify the State Employment Relations Board ("SERB") of the commencement of negotiations and also advise SERB that the impasse procedures set forth in Article 3.12 will be employed in place of the procedures alternatively provided in R.C. 4117.10, 4117.14 and related sections.

3.3 Initial Meeting

Within fifteen calendar days after receipt of such notice, an initial meeting will be held at which the party requesting negotiations and the opposing party will submit in writing their proposals, and thereafter additional items shall not be submitted by either party unless the other party consents thereto.

3.4 First Session

The first negotiating session shall be held no later than 15 calendar days from the initial meeting.

3.5 Negotiations Proposals

Proposals shall, in form and detail, specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto. Topical listings of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded.

3.6 Negotiations and Dispute Procedures

The negotiation and dispute settlement procedures set forth in Article 3.1 through 3.15 shall govern the parties' negotiations and shall be the exclusive negotiation procedures to be followed by the parties and shall supersede those established in R.C. 4117.14.

3.7 Negotiations Meetings

- A. Negotiation meetings shall be scheduled by mutual agreement of the parties. The parties are defined as the OAPSE negotiating team and the Board of Education negotiating team. Prior to the conclusion of each session, the parties will attempt to establish a date, time and place for the next session and shall agree as to the agenda and issues to be discussed at the next session.
- B. Negotiation meetings, when mutually agreed upon, may be scheduled during regular business hours of the Board. All participants on behalf of the Union shall be released from their job assignments to attend such negotiation meetings without loss of pay and with a substitute provided. Meetings shall be scheduled at reasonable times, places and intervals. When the parties mutually agree, the participants shall be given necessary paid release time to prepare for the participation in negotiations and substitutes will be provided.
 - (1) Negotiation meetings shall be closed to the press and the public.
 - (2) Either party may recess for caucuses of reasonable length at any time.
 - (3) Minutes of meetings shall be kept by each party, if it deems necessary, and only in such form and detail as it may determine advisable.

3.8 Representation

- A. Representation at negotiation meetings shall be limited to eight (8) representatives of the Board and up to eight (8) representatives of the Union and one (1) OAPSE field representative. Neither party shall have any control in the selection of the other party's team. Only those so designated as representatives by the Board and the Union shall attend negotiation meetings unless the parties otherwise agree.
- B. Each party may have up to two (2) observers at its discretion.
- C. The chief negotiator for each side must be in attendance.

3.9 Assistance and Study Committees

- A. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.
- B. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.
- C. The cost of consulting service requested by either party shall be borne by the party requesting them.

3.10 Information

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

3.11 Agreement

- A. Tentative agreement on negotiation items shall be reduced in writing and initialed by the representatives of each party at the end of each session, but such initialing shall not be construed as final agreement.
- B. Final agreement reached through negotiations shall be reduced to writing and submitted to the classified personnel represented by the Union for approval, and all of the Union negotiators shall recommend and urge approval. Upon approval by the classified personnel represented by the Union, the agreement shall be submitted to the Board for approval, and all of the Board's negotiators shall recommend and urge approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be adopted in resolution form by the Board.

- C. The North Ridgeville Board of Education shall pay for the cost of typing, duplicating and distributing the Master Agreement and other required reports and bulletins. One (1) copy will be provided to each member and each subsequent new employee who is a member of the bargaining unit. The Board of Education will provide a finalized copy of the OAPSE Master Agreement on computer disk to the OAPSE president.

3.12 Dispute Resolution

If the parties are unable to reach agreement within forty-five (45) calendar days of the expiration of this agreement, either party may declare the issues to be at impasse. Thereupon, the parties will seek to resolve the impasse through mediation. To this end, they shall request the assistance of the Federal Mediation and Conciliation Service. The FMCS shall appoint a federal mediator who will conduct mediation in accordance with its rules. The parties agree that this procedure set forth above shall be the exclusive dispute resolution procedure and shall supersede those established in R.C. 4117.10, 4117.14, and related sections.

3.13 Waiver of Negotiations During Term of Agreement

Both the Board and the Union acknowledge that during negotiations resulting in any agreement, each party had the right, subject to the limitations of law in this procedure, and the opportunity to make demands and proposals with respect to any matter not removed thereby, and that said agreement was arrived at by the parties after the exercise of the right and opportunity. Further, the Board and the Union shall voluntarily waive, during the life of said agreement, said rights, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter outside of referred to or covered in said agreement. The above does not apply to the duration of agreement and re-opener clause.

3.14 Entire Agreement

This agreement supersedes and cancels all previous agreements between the Board and the Union, and constitutes the entire agreement between the parties.

3.15 Conflict with Law or Regulation

- A. If any provision of this document or any application of the provisions of this document to any person or persons, or any agreement reached under its terms, conflicts with any federal law or R.C. 4117, or any regulation, ruling or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative, but the remaining provision hereof shall continue in effect.
- B. The parties shall meet within fourteen (14) days from the date they become aware that a provision of the contract has been declared by a court of competent jurisdiction to be illegal. The parties shall meet for the purpose of negotiating a lawful alternative provision.

3.16 Labor and Management Committees

The Board or its designated representative and the Union or its designated representative agree to meet and discuss matters of contract application, safety, and other issues pertaining to the working situation but not included in this contract.

In efforts to solve problems before they become formal grievances, the Board agrees to establish a labor-management committee consisting of representatives of both OAPSE and the Board. Its main function shall be to confer on all matters of mutual concern, to keep both parties to this contract informed of changes and developments caused by conditions other than covered by this contract and to confer over potential problems in an effort to keep such matters from becoming major in scope. The committee shall be composed of the Superintendent and/ or designee and three (3) other administrative appointed members; and the President of OAPSE and/or designee and three (3) OAPSE appointed members. The committee shall meet four (4) times a year in September, November, February and May. Additional meetings may be held as mutually agreed upon.

ARTICLE 4: DUES CHECK OFF

- 4.1 The Board agrees to deduct from the pay of the school employees, dues for the Ohio Association of Public School Employees and the local association when so authorized in writing by each employee. Payroll deductions shall be continuous and shall be revocable by the employee only through written notice to the OAPSE Local 276 Treasurer and forwarded to the District Treasurer between September 1 and ending September 15 of each year requesting such revocation.
- 4.2 The deduction shall be made in the following manner:
 - A. A deduction of State dues shall be made beginning in October, and all dues shall be deducted in eighteen (18) equal amounts in each of the nine (9) succeeding months, October through June.
 - B. All local dues will be deducted the last pay in September, and submitted to the OAPSE Local 276 Treasurer.
 - C. Each month, the Treasurer of North Ridgeville Schools shall turn over to the OAPSE State Treasurer, dues deducted from payroll no later than the tenth of the following month.
 - D. OAPSE will be notified by the Board of all new employees hired after September 1. This notice will include hourly wage, days worked. OAPSE will also be notified of termination of any OAPSE employee.
 - E. The amount of local and state dues deduction shall be submitted to the Board Treasurer's office by OAPSE prior to September 1 of each year. In addition, OAPSE shall notify the Treasurer's office of the amount of local and state dues to be deducted from all employees hired after September 1 prior to the end of the new employee's ninety (90) day probationary period.

4.3 Fair Share Fee

- A. Ninety (90) days following the beginning of the employment, employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the employer of the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions.

Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the Union in the same manner, except that written authorization for deduction of fair share fees is not required.

- B. In the event that an employee objects to the deduction of fair share fees, the employee may file an objection with both the employer and the Union within fifteen (15) days after the fair share fee was first deducted from the employee's paycheck. After an objection is filed, the employer shall place ten percent (10%) of the fair share fee in an interest bearing account in the name of the Union and forward the remaining ninety percent (90%) to the Union. This procedure shall continue pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board pursuant to R.C. Section 4117.09 (C). The Union agrees not to use the funds in the interest bearing account pending final resolution by the State Employment Relations Board.
- C. Other than to make the deductions provided herein and to remit the same to the Union, the employer assumes no financial obligations arising out of the provisions of this Article. The Union agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings made by the employer pursuant to this Article.

4.4 People Deduction

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 5: ASSOCIATION RIGHTS AND RESPONSIBILITIES

5.1 Rights

- A. The reasonable use of a bulletin board in each building for the posting of information not disruptive of the educational purposes of the system. A courtesy copy shall be provided to the building principal prior to posting.
- B. The right to use institutional equipment, facilities and buildings on the same basis as other members of the community of North Ridgeville.
- C. The right to receive copies of public records in the form in which they are prepared, including a copy of the Board agenda and minutes of Board meetings following their approval.
- D. The right to printed or duplicated copies of this contract in sufficient number for the Union to carry out its duty to provide each member of the bargaining unit with a copy as soon as reasonably possible following execution of the contract. The costs of printing or duplicating shall be shared equally.

5.2 Responsibilities

- A. The elected president or his/her representative shall first fulfill his/her duties to the Board before performing Union duties except in the case of a disciplinary, grievance, or arbitration hearing for which the Union President and/or Grievance Chairperson shall be released from work without loss of regular pay or benefits. The Union President will also be allowed three (3) days of release time in one-half (1/2) day increments with 24 hours advance notice to his/her immediate supervisor to conduct Union business without loss of pay.
- B. The Union leadership shall advise its membership of the terms of the contract and shall join with the Administration in being certain the terms of this contract and the duties imposed by statute and case law are adhered to.
- C. The Board recognizes that, on occasion, elected building representatives may need to conduct Union business during work hours. With the prior approval of his/her immediate supervisor, the elected building representative may be permitted a reasonable amount of time to confer with a bargaining unit member in regard to a complaint or concern which both the immediate supervisor and the building representative agree could lead to a formal grievance.

ARTICLE 6: EMPLOYEE RIGHTS

6.1 Personnel File

- A. Each employee, with his Union steward if the employee so desires, may upon reasonable notice to the Superintendent, or his/her designee, inspect his/her personnel file maintained by the Board. Employees may

obtain at their own expense, copies of any material in their file. Employees may inspect their files without loss of pay provided that arrangements are made with the supervisor or building administrator in advance to make up all lost time.

- B. An employee shall receive a copy of any written warnings, written reprimands or suspensions before it is placed in his personnel file or it will be invalid. The employee shall upon receipt initial a copy of such writing and such copy shall also be placed in the employee's file.
- C. Employees shall have the opportunity to respond in writing to the Superintendent, or his/her designee, to any material placed in the file and such reply will be attached to the material in question. At any time, an employee may request in writing that information or other documentation which he/she feels is outdated, irrelevant or immaterial be removed from his/her file. Such request shall detail the employee's rationale as to why the material should be removed. If the material is not removed, the employee's request will be attached to the material along with a statement from the Superintendent or his/her designee as to why material was not removed.
- D. Anonymous letters shall not be included in the employee's file. With any other letters that may or may not result in disciplinary procedures, the employee will have the option to attach a rebuttal letter.

ARTICLE 7: CONSOLIDATION OR REORGANIZATION

- 7.1 In the event that a merger, consolidation or reorganization of the North Ridgeville City School District with another school district which results in employees of a different school district being employed by this Board, the terms and conditions of this Contract shall be binding on those employees being transferred to this school district.
- 7.2 Before any merger, consolidation or reorganization is effectuated, the Board shall notify the Union, in writing, at least sixty (60) days in advance or as soon as possible of any contemplated merger, consolidation or reorganization.

ARTICLE 8: GRIEVANCE PROCEDURE

8.1 Definitions

- A. A grievance is defined as an alleged violation of a specific article or section of this Agreement or any dispute with respect to its meaning or application. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance.
- B. "Days" shall mean actual work days.
- C. "Grievant" shall mean employee, group of employees, or the Union. The Union shall have the right to grieve in those situations where the alleged violation of the contract affects the entire classification.

8.2 Rights of the Grievant or Grievants

- A. The grievant has the right to a Union representative at all meetings and hearings. When mutually agreed upon, more than one Union representative may accompany the grievant.
- B. Decisions rendered at each formal level will be made in writing, setting forth the decision and the reasons therefore.
- C. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment or promotion process; not shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Union or its officers or any member of the Board or employee of the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
- D. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
- E. Nothing contained in the following procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

8.3 Time Limits:

- A. The number of days indicated at each step in the procedure shall be the maximum, but may be extended by mutual agreement, in writing, or extenuating circumstances involving either party.
- B. If a formal grievance (Level I) is not filed within seven (7) working days after the Supervisor's decision has been rendered at the Informal Level, the grievance shall be waived.
- C. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at the step and further appeal shall be barred.
- D. Failure at any level of an Administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
- E. In the event a grievance is filed at such time that it cannot be resolved during the yearly contract terms of the employee, further attempts at resolution shall be postponed until the beginning of the new school year in September, unless the parties in interest otherwise agree. If the parties agree that irreparable injury would result from a postponement until the next school year, then the grievance will continue to be processed over the summer months.

- F. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

8.4 Procedure:

A. *Informal Procedure*

Within ten (10) working days of the time the action or inaction complained of takes place, the employee will present and discuss the grievance with his immediate Supervisor in an effort to solve the problem informally. Failure to do so constitutes a waiver of the grievance.

Within four (4) working days after the presentation of the grievance, the Supervisor shall give his/her answer orally to the employee. The employee may be accompanied by a representative of his/her choosing.

B. *Formal Procedure*

Level I

If the grievance is not resolved under the Informal Procedure, the employee or the Union representative may, within seven (7) working days after the Supervisor's decision has been rendered at the Informal Level, submit to the Supervisor or designee, a "written statement of grievance" on the proper form signed by the employee. A copy shall be given to the Superintendent or designee at the same time.

The "written statement of grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, and shall indicate the relief requested. Provisions in the Agreement not identified at this step may not be added later.

The supervisor or the designated representative shall meet with the Union representative and the grievant(s) no later than seven (7) working days after receipt of the written grievance. The supervisor or designated representative shall respond in writing to the Union representative and grievant within seven (7) working days of the hearing. If further investigation is needed, additional time may be allowed by mutual agreement.

Level II

If the Grievant(s) is (are) not satisfied with the answer at Level I, the Grievant(s) may continue the formal procedure by again submitting a copy of the original grievance with any amendments necessary to the Superintendent or designee within seven (7) working days after the receipt of the Level I answer. Within seven (7) working days of the receipt of the request for hearing at Level II, the Superintendent or

designee shall schedule a hearing with the appointed Union representative. Within seven (7) working days of the date of the hearing the Superintendent or designee shall make a written decision.

Level III

If the grievance is not resolved to the satisfaction of the Union at Level II, the Union may request a hearing of the grievance through binding arbitration. Within twenty (20) working days of the close of the hearing at Level II, the Union may request the issue be submitted to arbitration. The Union and the Superintendent or his/her designee shall jointly prepare a letter to the American Arbitration Association (AAA) requesting the assistance of an impartial arbitrator and request the AAA supply a list of fifteen (15) impartial arbitrators. The parties shall select the arbitrator in accordance with the rules and regulations of the AAA.

Within thirty (30) working days after the hearing is closed, the arbitrator shall render a written decision which shall set forth the findings, reasoning and conclusions on the issues submitted.

The arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at this decision concerning any issue presented that is proper within the limitations expressed herein. Nor shall the arbitrator have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall not interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

The decision of the arbitrator shall be final and binding on all parties to the grievance provided; however, the arbitrator shall have no power to alter, add to or detract from the provisions of the items in agreement.

The fees and expenses of the arbitrator shall be shared three-quarters (3/4) by the loser and one-quarter (1/4) by the winner.

8.5 Representation

- A. The OAPSE Local 276 President and Grievance Chairperson shall be allowed reasonable time to represent the membership through the grievance procedure. If the grievance procedure is held during working hours, there shall be no loss of pay.

- B. The aggrieved employee, his/her Union President, Grievance Chairperson and any necessary witness shall not lose any regular straight time pay off the job while attending any arbitration proceedings.
- C. OAPSE and its affiliate Local 276 shall have the right to withdraw a grievance at any time, and such withdrawal will not prejudice the Union's position for future grievances of a similar nature.

ARTICLE 9: SALARY NOTICE

9.1 Salary Notice

All staff shall receive a salary notice which will include days worked, hours per day and rate per hour or year. Benefits such as paid holidays, vacation, insurance, hospitalization, and other benefits will be outlined in this Master Contract. Additional work due to extenuating circumstances must be approved by the Department Supervisor. If this involves overtime, then it must be approved by the Superintendent or his delegated assistant.

9.2 Calamity Days

On days on which all schools are closed due to public calamity, the Board of Education shall provide payment for classified school employees at the regular rate times their regular scheduled work day, unless the days are re-scheduled for make-up. Payment for days when made up will fulfill the above requirement for payment.

9.3 Pay for Work on Calamity Day/Holiday

Any employee who performs work for the Board on days upon which school(s) are declared closed for a public calamity or works on a paid holiday shall be paid at his/her appropriate rate of pay for the calamity day/holiday plus time and one-half (1-1/2) his/her regular rate for actual hours worked (two (2) hour minimum). Hours paid at the calamity day/holiday premium rate will not be counted toward a calculation of the employees work week for overtime payment purposes.

9.4 Overtime Pay

Paid sick leave, paid personal leave, vacation days, calamity or holidays shall be included in the forty (40) hour week for purposes of determining overtime pay.

9.5 Work Week

When an employee is required to work more than forty (40) hours in any work week, between 12:01 a.m. on Monday through 12:00 midnight on Sunday, the employee shall be compensated for such time at one and one-half (1-1/2) his/her basic hourly rate of pay. All work on Sunday shall be compensated at the hourly rate of two (2) times the employee's regular hourly rate.

9.6 Hold Back Period

There shall be a two (2) week hold back period.

9.7 Paychecks

- A. All employees will receive their pay through direct deposit bi-weekly on an “as earned” basis or may elect the option to receive their pay deferred through direct deposit bi-weekly in twenty-one (21) equal pays (nine-month (9) employees); twenty-three (23) equal pays (ten-month (10) employees); or twenty-six (26) equal pays. The twenty-six (26) equal pay plan is an option for all nine (9), ten (10), eleven (11) month employees. Any employee seeking any form of deferred compensation must notify the Treasurer in writing no later than June 1 of which pay option they have chosen. If the employee elects to have pay deferred, the election shall be irrevocable for the remainder of the contract year. A pre-existing election shall remain in place until the employee elects a change. However, if an employee wants to change his or her election, the change must be made before the beginning of the contract year (prior to June 1) to which the change applies, and shall only apply to that future contract year. If an employee fails to submit an election, or submits an election after the deadline, the employee shall be paid on an “as earned” basis.
- B. Equal pays will be based upon step/level, the length of the scheduled work day and number of scheduled work days and paid holidays as established at the beginning of the contract year. If additional hours are worked, these hours will be paid in addition to the equal pay amount.
- C. Employees who worked the week of July 9 through July 15, 1990, will receive additional pay for that week equivalent to their regular hours worked. (An additional week’s pay will not actually be received until the employee either retires or leaves the district.

9.8 Definition

With regard to any matter affecting an employee’s compensation in this Agreement, the words “day” or “days” refer to the regular work day of the employee and will accordingly be converted to “hours” for payroll and related purposes.

ARTICLE 10: PAID HOLIDAYS

10.1 Legal Holidays will be:

- Independence Day (twelve (12) month employees)
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Memorial Day

10.2 OAPSE Holidays will be:

Day after Thanksgiving
Day before Christmas
Day before New Year's Day
Good Friday

- A. The maximum number of holidays for nine (9), ten (10), and eleven (11) month full-time employees will be eleven (11). The maximum number of holidays for twelve (12) month, full-time employees shall be twelve (12).
- B. Employees must work the regularly scheduled day before and day after the holiday to receive holiday pay; an approved paid sick and/or paid personal day or approved vacation day shall be considered as a work day.
- C. Actual holiday dates shall be established by the Board in the calendar it adopts.
- D. Employees who work fewer than eight (8) hours per day shall receive the holiday pay based upon the regular scheduled hours the employee works.
- E. If a holiday falls on a Saturday the employee shall receive Friday off. If a holiday falls on a Sunday, the employee shall receive Monday off.

ARTICLE 11: BREAK SCHEDULES

11.1 Break Allowance

- A. All employees covered by this Agreement shall be entitled to the following break schedule:
 - 1. Four (4) hour employees shall be entitled to one (1) fifteen (15) minute break.
 - 2. Five (5) hour employees shall be entitled to one (1) twenty (20) minute break.
 - 3. Six (6) through seven (7) hour employees shall be entitled to one (1) ten (10) minute break and one (1) fifteen (15) minute break.
 - 4. Eight (8) hour employees shall receive a fifteen (15) minute break in their first four (4) hours and a fifteen (15) minute break in their last four (4) hours. Eight (8) hour employees shall have a thirty (30) minute lunch hour on their own time. Supervisors will develop a schedule with their staff to protect and implement this contractual provision.
 - 5. Break time may be carried over from one day to the next with the approval of the employee's immediate Supervisor.

ARTICLE 12: VACATION

12.1 Vacation Entitlement

In accordance with ORC 3319.084, all eleven and twelve month employees are entitled to vacation with pay, whereas nine and ten month employees are not entitled to vacation with pay.

12.2 Use of Vacation

Vacations during the regular school year will need to be pre-planned and mutually acceptable to employee and employer. The Superintendent or designee shall have the final decision.

12.3 Earned Vacation Time

1 - 5 Years	2 Weeks
6 - 8 Years	2 Weeks, 2 Days
9-12 Years	3 Weeks, 3 Days
13 Years	3 Weeks, 4 Days
14 + Years	4 Weeks

12.4 Change of Vacation Time

When the employee's vacation becomes due during a period when he/she is on leave due to illness or injury, the day may be changed in accordance with other vacation dates which are available.

12.5 Vacation Accrual

- A. An employee may carry over a maximum of five (5) days' vacation leave for each year of employment not to exceed ten (10) days of accrued vacation leave in accordance with Board Policy. Employees out because of illness may use their accrued vacation upon return to work.
 1. An employee may choose to receive payment for unused vacation up to a maximum of nine (9) days of accumulated vacation leave.
 2. Any employee wishing to receive payment for accumulated vacation leave shall submit such request, in writing, to the Treasurer's office no later than June 1st of each year. The Treasurer, upon receiving such written request, shall reduce the employee's accumulated vacation leave by the number of days the employee requested and shall issue payment no later than July 31st.
- B. Employees transferring from a position that does not accrue vacation into a position that accrues vacation will earn vacation based upon their district wide seniority. If an employee were employed in a position, which is less than full time, that employee shall receive vacation based upon the following calculation:

Total number of months worked in the position, which did not accrue vacation divided by 12 and multiplied by .75.

- C. The employee shall become eligible for vacation following ninety days.

12.6 Limitation on Vacation Usage

Not more than two (2) employees within each job classification will be permitted to take vacation during the two weeks prior to the start of the school year as established on the adopted school calendar. Requests will be honored on a first come basis.

ARTICLE 13: UNIFORM ALLOWANCE

13.1 Yearly Uniform Allowance

- A. Uniform allowance will be provided for personnel in the following departments every year:

Food Service (five (5) plus hours per day)	\$160.00
Food Service (Less than five (5) hours per day)	\$139.00
Cleaning Staff	\$139.00
Building Maintenance/ Food Service Driver	\$204.50
Bus Mechanic (for uniform service reimbursement)	\$438.50
Bus Drivers and Bus Aides (Jacket)	\$139.00
Custodians	\$204.50
Parking Lot Attendant	\$139.00

The Board shall reimburse a bus mechanic the actual cost of his/her work shoes once per year up to a maximum of \$100.00. Such payment shall be made to the employee after the employee has provided the Treasurer's office with the receipt of purchase.

- B. Employees who receive a uniform allowance are required to wear an approved uniform to work. Uniforms shall be approved by the OAPSE President and Area (department) Supervisor.
- C. Employees who do not complete a full year service will have a pro-rated uniform allowance deducted from the final check.

- D. New employees will have uniform allowance checks issued after the ninety (90) day probationary period. Employees hired after October 1 but before March 1 will receive a pro-rated uniform allowance. Employees hired March 1 or after will receive their uniform allowance effective with the succeeding contract year.
- E. Uniform allowances will be reimbursed one time per school year (July 1 – June 30) upon submission of receipts from the employee. Such one (1) time reimbursement will occur either because the employee has met the maximum reimbursement allowed under Article 13.1 or the employee informs the Treasurer in writing that no more expenditures and receipts will be forthcoming.

ARTICLE 14: HOSPITALIZATION AND INSURANCE

14.1 Hospitalization

- A. The full, precise and controlling language of this insurance coverage shall be available for inspection in the office of the Treasurer.

- 1.

<u>Work Day/Year</u>	<u>Board's Percentage</u>
0.1 - 3.9 hours/day, 9-12 month	-0-
4.0 - 5.9 hours/day, 9-12 month	85%
6.0 - 8.0 hours/day, 9-12 month	100%
- 2. Employees shall pay premiums based upon the above schedule through a tax-sheltered payroll deduction program.
- 3. All employees initially employed by the Board of Education effective July 1, 1996 and thereafter, should they elect health insurance coverage, must be enrolled in the Super Blue Plus program or its successor in accordance with the above stated schedule.

- B. Effective January 1, 1998, the board will provide the following coverage through a Joint Insurance Health Trust, at no expense to the bargaining unit members for the first year of the Trust. Any additional cost or expense of the Trust shall be governed by the section of this agreement titled Joint Insurance Health Plan Trust (E-Operating Reserves). The level of coverage presently in effect will be used to determine the actual plan.

Hospitalization
 Extended care
 Major medical without \$50.00 deductible drugs
 Prescription drug
 Dental plan with orthodontist
 Optical coverage

1. Joint Insurance Health Plan Trust

A Joint Insurance Health Plan Trust (JIHPT) composed of ten (10) designated representatives of the Unions and Board is hereby created. The Union (NREA) shall appoint four (4) people, the Union (Local #276) shall appoint two (2) people, and the Superintendent shall appoint four people. The NREA bargaining unit shall be assigned one vote plus one additional vote for each block of one hundred (100) members beyond the first one hundred (100). Local #276 shall be assigned one vote plus one additional vote for each block of one hundred (100) members beyond the first one hundred (100). The Board representatives shall exercise a number of votes equal to the total of employee bargaining unit's votes. Decisions will be made by a three-fourths (3/4) majority of the votes.

2. Health Plan Trust Agreement

This Health Plan Trust Agreement shall be composed of such terms and conditions as agreed to by a three-fourths (3/4) majority of the trustees. The initial terms shall be for four (4) years, commencing on January 1, 1998, and shall continue thereafter unless modified by collective bargaining.

3. Reserve

At the commencement of the Health Trust Plan Agreement, the Board of Education shall make a one-time (1) payment into an Insurance Reserve held by the Health Plan Trustees an amount equal to 20% of the projected 125% cost, as determined in Reserve below:

There shall be transferred to the Joint Insurance Health Plan Trust from the Board an Insurance Reserve to be vested at the difference between FY 96 annual health care benefits cost according to the present schedule as determined by an actuarial study and the attachment point (125% of annual insurance cost) for aggregate stop loss insurance. The Board will charge all Board funds on a per participant basis to establish this reserve. This Insurance Reserve and interest accruing thereto may be used only for the purposes described in this section and that portion initially funded by the Board shall revert to the Board in the event of the termination of the Trust. It shall be the responsibility of the Trustees to maintain this reserve after the initial set-up by the Board.

4. Run Out Reserve

A Run Out Reserve shall be established by adding to the premium rate for coverage (which will be charged to all other Board funds on a per participant basis) an amount calculated to achieve a reserve with sufficient dollars to pay for a three (3) month run out

should the trustees decide to opt for fully insured coverage in lieu of self-funded coverage. This fund may be increased or decreased annually in order to maintain sufficient funding for its stated purpose. Overages shall be distributed by the Trustees as described below. This fund will be fully vested prior to January 1, 2001.

5. *Operating Reserve*

The Board of Education shall be responsible for the funding of the Self Insurance Trust Plan which shall be by monthly payments in advance of one-twelfth (1/12) of the annual funding level determined by an independent actuary based upon experience and administrative costs, stop loss insurance costs, Third Party Administrator costs, and Managed Care Administrator costs. All such costs are to be determined by like manner for each year of the plan but shall in no event be less than the projections in the first year. The totality of this contribution shall be known as the Operating Reserve. After the first year, the Board's annual increased cost will be limited to 50% of medical inflation increase or the cost of living increase both as determined by the U.S. Department of Labor Consumer Price Index effective for the Greater Cleveland Metropolitan Area, whichever is greater.

6. *Additional Year Funding*

a. The funding for each additional year shall be in twelve (12) equal installments and shall be as follows:

(1) An amount equal to the first year funding shall be paid 100% by the Board of Education.

(2) All increases in funding for each additional year in excess of the first year funding level shall be paid as follows:

All such increased costs of stop loss insurance shall be borne 50% by the Board of Education and 50% by plan participants.

All such increased costs attributed to increased management and administration costs shall be borne 50% by the Board of Education and 50% by the plan participants.

Any costs to be borne by the plan participants shall be paid as determined by the Trustees through enactment of cost containment changes in the plan or coverage which will result in savings determined by the independent actuary to be not less than the amount to be borne by the participants.

The Board of Education shall always be responsible for funding the operating of the Trust in the amount of \$2,383,000. However, for calendar year 2012, the Board will fund up to an additional \$200,000.00 as necessary to maintain employees at 2011 contribution levels.

A Section 125 Plan ("Plan") will be implemented if such plan meets legal requirements, which will enable eligible employees to have their contributions to the Trust be payroll deducted on a pre-tax basis.

7. Trustee Authority

- A. The plan shall provide benefits for hospitalization, medical, dental, vision, and prescription drugs, as provided by present policies in accordance with terms and provisions as agreed to by the Plan Trustees, including a per person \$1,000,000 lifetime limit, with enrollment periods as provided in this Trust agreement. The purpose of the Trustees shall be to administer the Health Plan Trust Fund. The trustees shall contract for coverage solely for medical/hospitalization, dental, vision and prescription drugs. They shall examine the viability of continuing with self-insured programs and shall determine which, if any, coverage will be self-insured. The Third Party Administrator, Comprehensive Managed Care Administrator, Legal Counsel, and Independent Actuary shall be determined by the Trustees and shall be funded by the Trust.
- B. At the end of each plan year the Independent Actuary, in addition to determining the cost basis for the next ensuing year shall certify the unexpended trust fund monies as of the one hundred twentieth (120th) day following the end of the plan year.

Thereafter, not more than thirty (30) days following the end of the plan year. Thereafter, not more than thirty (30) days following the Actuary's report, all monies paid into the plan trust but unexpended for costs and claims incurred and paid for the previous year shall be paid 50% to the plan participants and 50% to the Board of Education. The 50% payment to the participants shall be made by pro-rata distribution to all plan Participants employed at the end of the plan year, by individual checks issued by the Third Party Administrator to each such participant.

8. Termination

- A. In the event of termination of the Health Plan Trust, the Trust shall be wound up with all of the remaining funds including any accumulated interest thereto in the operating reserve distributed to the plan participants and the board, 50% to each, with participants getting a pro-rata basis to all plan participants employed upon termination of the plan.
- B. A summary "Schedule of Benefits" description shall be prepared by the Third Party Administrator and distributed to each plan participant. A decision by a three-quarter (3/4th) majority of the votes of the Plan Trustees shall be final and binding upon all parties.

9. Premium Offset

The Board will contribute one-fourth (1/4) of one percent (.25%) of the hourly rate for each non-certificated employee to assist in offsetting monthly insurance premium costs to employees beginning July 1, 2005.

14.2 Life Insurance

	<u>Life</u>	<u>Accidental Death</u>
A. Class 1 "Classified employees working less than 40 hours per week"	\$50,000	\$50,000
B. Class 2 "Classified employees working at least 40 hours per week"	\$60,000	\$60,000
C. The employees shall have the option of purchasing additional insurance, payroll deductible, at the same group rate and subject to the requirements of insurability and the carrier and in an amount not to exceed that allowable by the carrier.		

14.3 Retirement Option

Employees planning on retiring should contact the Treasurer at least two (2) months in advance of anticipated retirement day. The notice of said retirement will be kept confidential if so requested. Board of Education action will take place when the employee releases said confidence. The administration, local chapter of OAPSE and the Treasurer should assist retirees in understanding procedures.

14.4 Lump Sum Retirement Buyout

A. Statement of Plan

The following Lump Sum Retirement Buyout is intended to provide an incentive for retirement. PARTICIPATION IN THE PLAN IS VOLUNTARY. This plan is effective July 1, 2011, and expires June 30, 2012.

B. Eligibility for Benefits

1. The Employee
 - a. Shall become eligible between July 1, 2011 and July 1, 2012 for retirement by virtue of meeting all eligibility requirements under the School Employees Retirement System (SERS).
 - b. Must have at least ten (10) or more full and continuous years of service with the North Ridgeville City School District.
 - c. Must submit an application for retirement benefits to the SERS during his/her first (1st) year of eligibility for receipt of retirement benefits under the statutes and rules governing the SERS. AN EMPLOYEE WHO DID NOT APPLY UNDER THE PRIOR AGREEMENT FOR THIS BUYOUT IN HIS/HER FIRST YEAR OF ELIGIBILITY, SHALL NOT BE ELIGIBLE FOR AND WILL NOT BE GRANTED THIS BUYOUT AT ANY OTHER TIME.
 - d. It is the understanding and intent of the parties that all employees who become eligible for retirement under the rules and regulations of the SERS during the 2011-2012 school year for retirement on July 1, 2012, can take advantage of the Lump Sum Retirement Buyout under this Article. THE PARTIES HEREBY AGREE THAT ANY EMPLOYEE WHO MET THE ELIGIBILITY REQUIREMENTS FOR THIS LUMP SUM RETIREMENT BUYOUT DURING THE TERM OF THE PRIOR CONTRACT (JULY 1, 2008 - JUNE 30, 2011) SHALL NOT BE ELIGIBLE FOR SUCH A BUYOUT PROVISION UNDER THIS OR ANY SUCCESSOR COLLECTIVE BARGAINING AGREEMENTS.
2. This Plan does not apply to:
 - a. Those applying for and/or receiving disability retirement.
 - b. Those terminated by the Board for cause or whose contracts are otherwise discontinued or suspended involuntarily.
 - c. Those whose contracts are non-renewed or suspended in accordance with a Board-determined reduction in force.
 - d. Those who do not submit an application for retirement to the SERS his/her first (1st) year of eligibility for receipt of retirement benefits under the statute and rules governing the SERS.

C. *Application for Retirement*

1. Those employees who seek to participate in this Buyout shall submit a letter of intent to the Board to retire effective July 1 of the year they are eligible and intend to retire under the statute and the rules governing the SERS. Such letter must be submitted to the Board no later than March 1 of the calendar year of retirement.
2. After receipt of the letter of intent to retire from the employee exercising this lump sum retirement buyout, the Board will verify that the applicant meets all of the requirements of the Plan and issue such notice within thirty (30) calendar days of application. Neither the Board nor the employee may withdraw from this action after the Board notifies the employee that he/she has met the requirements for this lump sum retirement buyout.
3. This article contemplates retirement to be effective July 1, 2012. However, by mutual agreement of the employee and the Superintendent, an employee may retire during the school year if the employee gives adequate notice (at least thirty (30) work days) of intent to retire and the administration can find a qualified and acceptable replacement.

D. *Payment Schedule*

1. The employee's payment under this Lump Sum Retirement Buyout shall be made in three (3) equal lump-sum payments beginning in January of the calendar year following the date of retirement and the following two (2) Januarys thereafter. Payments made under this plan shall not be incorporated into the calculation of employee salary and/or benefits for purposes of the School Employees Retirement System.
2. Eligible employees whose requests for retirement between the aforementioned dates are approved by the Board shall receive two hundred dollars (\$200.00) for each year of SERS service to a maximum of thirty (30) years (\$6,000.00).
3. Each employee who applies for and receives this Lump Sum Retirement Buyout shall receive his/her Severance Pay provided for in Article 20 and the lump sum payment specified herein in the first payroll of January following retirement.

ARTICLE 15: PERSONAL LEAVE AND JURY/WITNESS LEAVE

15.1 Accumulation of Personal Leave

All employees shall be granted three (3) days' personal leave per year. These days shall be non-accumulative, shall be granted for personal business that cannot be scheduled outside the regular work day, and shall not be used to extend a holiday period. This time may be taken as whole or one-quarter (1/4) or one-half (1/2) days. Only employees that work six (6) or more hours per day may

take personal leave in one-quarter (1/4) day segments, not to exceed one (1) full day per year. Unused personal leave days (full days only) shall be “rolled over” into an employee’s accumulated sick leave at the end of each fiscal year (June 30). (refer to Article 9.8 “Definition” with a minimum of one (1) hour).

15.2 Granting of Personal Leave

An employee’s statement to this effect shall be considered sufficient to warrant granting of personal leave unless days requested should, by coincidence, serve to extend a holiday period. If days requested serve to extend a holiday period, specific reasons must be submitted and approved by the Superintendent or designee, except when an emergency transportation problem exists that disables an employee from returning to school the day following a holiday period. Two (2) weeks prior written notification of the use of personal leave shall be submitted where possible. The Superintendent or designee may refuse to grant personal leave to support staff on a particular day where more than five percent (5%) of the support staff have already been granted personal leave. Under extenuating circumstances additional personal leave may be granted by the Superintendent or designee in his/her discretion.

15.3 Limit on Use of Personal Leave

Support staff may not use personal leave days during the period extending from the last two (2) weeks of May through the end of the school year unless approved by Superintendent or designee.

15.4 Jury and Witness Duty Leave

1. With prior notice, any employee who is summoned for jury duty or who is appearing before a court or an agency as a witness as a result of employment with the Board shall suffer no loss in pay. Employees shall have the right to retain any payments or fees received by the employee for such duty as a juror or witness.
2. The Board shall comply with all applicable State and Federal law regarding leave for employees summoned to appear as a witness before a court in a civil, criminal, or administrative proceeding.
3. Employees whose appearance in court for an action not related to their employment with this Board may be required to utilize personal leave for absences related to such appearances.

ARTICLE 16: LEAVE OF ABSENCE

16.1 Reasons for Leave of Absence

- A. Classified employees may under conditions specified herein, be granted leaves of absence without pay for the following purposes:
 1. Personal illness not to exceed two (2) consecutive school years.

2. Maternity/Paternity leave for the balance of the current work year, or up to one (1) full work year, following adoption or birth of a child.
3. Family illness (immediate family as defined in Article 18.2 (A) (2) (a) not to exceed one (1) full school year.
4. Study after one (1) year of service in the district and for a period not to exceed one (1) full school year.
5. Military leave.
6. Unpaid personal leave: Upon written request of an employee, the Board of Education may grant a leave of absence for a period of not more than two (2) consecutive years for personal reasons. Nothing herein shall be deemed to provide any employee with the right to such unpaid days and the failure of an employee to be in authorized leave status will be grounds for disciplinary action.

16.2 Authorized Leave

Upon the recommendation of the Superintendent or designee, leaves may be authorized only by the Board of Education as outlined by Board Policy and the Ohio Revised Code (No fewer than twenty (20) days nor more than two (2) years.). Unauthorized absence from duty after the leave expires may be considered by the Board of Education as termination of contract by employee. It is understood that no bargaining unit member shall have a right to unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave will not be granted for non-FMLA qualifying absence to extend the employment of a member where such member has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

16.3 Application

The application for leave must be made in writing to the employee's supervisor and forwarded to the Superintendent of Schools or his delegated authority thirty (30) days in advance of leave date when reasonably possible. The application should include the purpose, time period and supporting data for said leave.

16.4 Use of Leave

A leave of absence shall be for the purpose stated by the employee in the application which was approved by the Superintendent of Schools and for which the leave was granted by the Board of Education. Any alteration of approved plans or purposes of the leave by the employee without the approval of the Superintendent may be considered as a termination of the employee's contract by that employee.

16.5 Application for Reinstatement

- A. If the employee on approved leave of absence desires to return to duty with the Board of Education, the employee shall notify the Board in writing of his/her desire to return to duty thirty (30) days before the expiration of the leave.
- B. The request for return to duty may require certain supporting evidence indicative of his/her ability to return to work if such leave was granted for personal illness or injury.

16.6 Return to Duty

Reassignment of the employee to duty following approved leave of absence shall be made as soon as feasible after the application has been received by the Superintendent or designee, but not later than fifteen (15) working days from the date notice of intent to return to duty is received. Upon return to service, the employee shall resume the contract status, as indicated on salary notice, which he/she held prior to the leave of absence, except as may otherwise be specified by law or by these rules and regulations. Such job re-assignment, however, shall be at the discretion of the Superintendent and in accordance with the needs of the schools. The length of the leave of absence will be taken into consideration on this job reassignment.

16.7 Compliance with Retirement System Regulations

Authorized leave of absence shall be contingent upon compliance by the employee on leave with the mandatory provisions of the Ohio Revised Code and the regulations of the School Employees' Retirement System, and with the optional provision of the Ohio Revised Code, and the regulations of the retirement system which the employee may elect to follow.

16.8 Continuity of Service

For the purpose of the regulations on leave of absence, employees on authorized leaves of absence shall be considered as maintaining the characteristic of continuity of service, provided such leaves do not total more than two (2) years. However, time spent on unpaid leaves of absence may not be included in meeting service requirements for future leaves of absence, earned annual increments, vacation or seniority credit except that time spent on unpaid leave of absence for military service.

16.9 Insurance

Employees on approved leave of absence may apply to continue hospitalization and life insurance at their expense while on leave.

ARTICLE 17: ASSAULT LEAVE

17.1 Use of Assault Leave

Assault leave shall be granted to a member of the bargaining unit who is absent from his/her assigned duties because of injury resulting from an assault. Said leave shall not be charged against leave otherwise granted under this contract except as provided hereafter. Said member, after five (5) days use of sick leave, shall be compensated at his/her normal per diem rate, less Worker's Compensation (if collectable) and other employment remuneration during employees normal work hours with the school system for a period not to exceed eighty-five (85) work days. If as a result of the assault, the employee is admitted for medical attention, the use of the five (5) days sick leave will be waived.

17.2 Eligibility Requirements

- A. A member of the bargaining unit shall be granted assault leave according to the following rules:
 1. The incident, resulting in the absence of the member, must have occurred on Board premises during the course of employment with the Board or while in attendance at an official school function, paid or unpaid, and during the contractual year and have resulted from an unprovoked assault.
 2. Upon notice to the principal or immediate supervisor that an assault upon a member has been committed, any member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the member's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
 3. If the employee received medical attention and/or is absent from his/her assigned duties more than five (5) days, a certificate from a licensed physician stating the nature of the disability and its duration may be required before assault leave payment is made.
 4. A member of the bargaining unit shall not qualify for payment of used assault leave until the Assault Leave Form (see Appendix A) has been submitted.
 5. Payment shall be discontinued when the member elects to retire for any reason.
 6. Falsification of either a signed statement or a physician's certification is reason for suspension or termination of employment.

ARTICLE 18: SICK LEAVE

18.1 Credit for Sick Leave

All twelve (12) month employees regularly employed by the Board of Education shall be entitled to one and one quarter (1-1/4) sick days with pay for each completed month worked. All nine (9), ten (10) and eleven (11) month employees regularly employed by the Board of Education will be entitled to one and one-quarter (1-1/4) sick days with pay for each month. All sick days are earned proportionate to hours worked per day and shall not exceed fifteen (15) per year.

18.2 Use of Sick Leave

- A. Employees of the Board of Education may use sick leave for absence due to illness, injury, exposure to contagious diseases which could be communicated to other employees or to pupils, and due to illness or death in the immediate family as follows:
1. For personal illness or injury, or exposure to contagious disease, employee may use total accumulated sick leave.
 2. For illness or death in the employee's immediate family.
 - a. Immediate family shall include: father, father-in-law, brother, brother-in-law, sister, sister-in-law, wife, husband, children, grandchildren, mother, mother-in-law, grandparent, and anyone who stood in the place of a parent or resides under the same roof as the employee and is a member of his/her household.
 - b. Absence due to the death of other relatives who are considered very close to the employee may be approved by the Superintendent.
 - c. Accumulated sick leave time shall be granted upon request for a death in the immediate family. The Superintendent or his/her designee shall, upon request, grant up to five (5) days. Two (2) additional days may be granted if extenuating circumstances exist.
 3. Sick days may be taken as whole (1), one-half (1/2) or one-quarter (1/4) days. (refer to Article 9.8 "days converted to hours" with a minimum of one (1) hour)

18.3 Procedure

Notification in all cases shall be given by the employee to the principal or immediate supervisor before absence from duty except in extreme emergency.

18.4 Application and Enforcement

The Superintendent of Schools shall be the “responsible administrative official” for the application and enforcement of these regulations, and shall in all cases be guided by the policy and procedure herein set forth.

18.5 Length of Sick Leave

If medical attention is required due to personal illness absence, the employee must have a “Return to Work” form listing the employee’s name, address, and the date the attending physician was consulted, and present it to the Building Principal or Supervisor.

18.6 Sick Leave Advance

An employee may request an advance of sick leave not to exceed five (5) days once per contract year provided there is reasonable assurance that the employee will return to work prior to the end of the contract year.

18.7 Accumulation of Sick Leave

Unused sick leave may be accumulated up to three hundred and forty (340) days.

18.8 Medical Certification

If an employee is on sick leave for more than three (3) consecutive work days, the employee must provide his/her immediate Supervisor upon the immediate Supervisor’s request, a written medical certification verifying that the employee or a member of the employee’s immediate family was ill or injured. The Supervisor’s request must be made within three (3) days of the employee’s return to work. Such medical verification must be provided to the immediate Supervisor within five (5) workdays of the employee’s return to work. If an employee is absent for more than five (5) days during any school year (July 1- June 30), the employee will be required, upon request from the Superintendent or Assistant Superintendent, to provide written medical certification from his/her physician, or the immediate family member’s physician, verifying that each absence beyond the five (5) days was due to medical reasons. If the use of these days (beyond the five (5)) is not verified by the employee’s physician, such employee will be subject to disciplinary action, including up to suspension and termination based upon excessive absenteeism, misuse of sick leave and insubordination. No more than ten percent (10%) of bargaining unit members will be subject to the medical certification requirement set forth above during any one (1) year period (July 1 – July 30).

18.9 Catastrophic Sick Leave Assistance Account

- A. The Board, through a Catastrophic Sick Leave Assistance Account, will make available up to a total of ninety (90) days of sick leave assistance to bargaining unit members during the term of this Agreement under the express conditions set forth herein. As used herein, “days” will be

converted to hours to coincide with the employee(s) utilizing the Catastrophic Sick Leave Assistance Account.

- B. Use of days from the Catastrophic Sick Leave Assistance Account will be limited to catastrophic personal injury or long-term physical illness of a bargaining unit member, only, which results in an absence of thirty (30) consecutive days or more. In addition:
 - 1. A doctor's statement and/or authorization for release of medical information is required with the application in order to be considered.
 - 2. The Catastrophic Sick Leave Assistance Account is not available for disability associated with the normal course of pregnancy and childbirth; however, medical complications which would otherwise qualify are not prohibited. Employees seeking use of the Catastrophic Sick Leave Assistance Account for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.
 - 3. Recuperation from surgeries or other procedures which could have otherwise reasonably been scheduled during school vacation periods will not qualify for assistance.
 - 4. Bargaining unit members whose sick leave has been depleted by intermittent use shall not qualify for this benefit.
- C. Use of days from the Catastrophic Sick Leave Assistance Account will be considered only after the individual employee has used all of his/her accumulated sick leave days and has used possible advances of sick leave days. Sick leave advances must be repaid according to this Article; however, days from the Catastrophic Sick Leave Assistance Account are not subject to a repayment obligation.
- D. The maximum number of days that a person may be granted in any contract year is thirty (30) days.
- E. No bargaining unit member shall be actively employed with any other employer, private or public, during the period of time that he/she is receiving benefits from the Catastrophic Sick Leave Assistance Account.
- F. The determination of whether or not a bargaining unit member qualifies for assistance under this provision shall reside with the Board/designee and will not be subject to challenge under the grievance procedure or otherwise.

ARTICLE 19: WORKERS' COMPENSATION

Persons on Workers' Compensation leave do not accrue vacation days; however, they shall accrue sick days. Any employee returning from Worker's Compensation leave will be placed on the same step on the salary schedule he/she was on at the time he/she

began Worker's Compensation leave. The maximum liability is not to exceed two hundred (200) weeks. If an employee on Worker's Compensation leave was covered under the Board's health insurance program, such employee shall continue to receive three (3) months of Board provided health insurance at the same level stipulated in Article 14.1 with the employee also continuing to pay the employee's share each month, as determined by the health trust. Further, an employee shall have at his/her option, the right to use his/her accumulated sick leave, personal leave, vacation time and his/her right, if any, to Family Medical Leave.

ARTICLE 20: SEVERANCE PAY

20.1 Payment

- A. Employees upon being accepted by the SERS for retirement and being employed by the North Ridgeville Board of Education for five (5) years and retire from their position with the North Ridgeville Board of Education shall be paid an amount equal to the following:

Thirty percent (30%) of their accumulated sick leave times their current per diem rate.

10 - 14 Years	
-maximum accumulation	50
15 - 19 Years -	
-maximum accumulation	55
20 - 24 Years -	
-maximum accumulation	60
25 Years +	
-maximum accumulation	70

- B. If an employee resigns from his/her position with the North Ridgeville Board of Education, he/she shall be paid an amount equal to the following:

Fifteen percent (15%) of his/her accumulated sick leave times his/her per diem rate based on the following schedule.

10-14 years-	23 days maximum accumulation
15-19 years-	25 days maximum accumulation
20+ years-	0 days

The payments made in section A and B shall dispose of all sick leave accumulated for such employee.

- C. Employees must request this payment within thirty (30) calendar days after the date of resignation or retirement. Such payment shall eliminate all sick leave days.

- D. Any employee who dies prior to severing employment with the Board and who would otherwise have met the requirements for payment under this provision shall cause the severance payment to be made to his/her estate in the manner prescribed by law.

ARTICLE 21: PROFESSIONAL LEAVE

21.1 Request for Leave

Any classified employee who desires to attend a professional meeting must submit his or her request at least one (1) week in advance.

- A. Request must be made on special forms available through the Superintendent's Office or the Kiosk.
- B. Endorsement of Building Principal or Supervisor is necessary before final recommendation of the Superintendent and verification by the Board of Education.
- C. Consideration for approval of request will be based on various criteria.
 - 1. Employee's membership in organization sponsoring meeting.
 - 2. Developing of a rotation system or consideration of equal opportunity.
- D. Employees attending a Board approved professional leave shall be reimbursed in accordance with Board policy (Appendix B).
- E. Substitute workers shall be provided for employees on professional leave when the Supervisor deems it necessary.

21.2 OAPSE Conferences

The Board may allow a maximum of three (3) bargaining unit members to attend the OAPSE State Conference each year and will approve the absence of two (2) bargaining unit members to attend the OAPSE President's Conference. The Board will grant absence with pay and provide substitutes, but will not pay for any expenses incurred.

ARTICLE 22: SERVICE CREDIT

22.1 Placement on Salary Schedule

- A. Any employee who moves within the classification shall be placed on the particular salary schedule based on his/her present step/level.
- B. Any employee who moves to a higher grade classification shall be guaranteed an hourly rate of pay of not less than he/she received in his/her former classification and may be adjusted according to experience.

- C. Any employee asked by a Supervisor to work in a higher rated position shall be paid at the higher rate of pay for all hours and days worked in that position.
- D. When an employee substitutes in one department for a total work period of one hundred twenty (120) days, he/she will receive one (1) year of experience credit, for compensation purposes only, up to a maximum of two (2) years.
- E. A new employee for a position who has had prior experience in the same area of work in another system or equivalent work experience will be placed on the salary schedule based upon fifty percent (50%) of the former experience as determined by the Superintendent or designee. However, experience credit shall be limited to a maximum of starting on level three (3).

ARTICLE 23: POSTING PROCEDURE

23.1 Procedures

- A. When a promotion or transfer for a currently employed staff member is granted, the promoted/transferred employee has the option of returning to his/her previous job and salary step/level within fifteen (15) working days after starting in the new position. The return of the employee may also be made by the administration during the same time period. After the fifteen (15) working day probationary period, the employee may not return to the prior position and may not bid on any other positions for an additional period of sixty (60) working days.
- B. Vacancies which the Board determines to fill shall be posted in a conspicuous place in each building and bus garage on the OAPSE bulletin board within forty-eight (48) hours of Board action and remain there for five (5) working days and filled within fifteen (15) working days after the posting deadline, but may be extended by mutual agreement for extenuating circumstances. Any member of the bargaining unit may submit his/her request to fill the vacancy or newly created position on AppliTrack.
- C. A posted vacant position will be offered to the senior most qualified member within the job classification of the bargaining unit. If the position is not filled with a member of the job classification, it shall be offered to the senior qualified applicant in the classification series. If the position is not filled from either the classification or classification series, then it will be offered to the most qualified applicant for the position. In these circumstances, where the qualifications of two (2) or more applicants under final consideration for a vacant position are deemed equal by the administration, any internal applicants under final consideration will be awarded the position on the basis of seniority. Qualified shall be interpreted to include: employee evaluations, attendance, work record, job description qualifications, interview committee's assessment and Supervisor's assessment.

- D. Any unit member on a RIF list shall also be notified of any open or vacant positions in his/her classification area or in any other classification area.
- E. Minimum hours will be established with the postings of newly created or vacant positions. The minimum number of hours for which the employee is hired shall not be reduced while the employee is in that position unless the position is reduced through a reduction in force. This procedure shall not be used to create more than one position for one vacancy without the consent of the Union President.

23.2 Promotions and Transfers

- A. When a promotion or transfer for a currently employed staff member is granted, the promoted/transferred employee has the option of returning to his/her previous job and salary step/level, provided that he/she returns before the job is permanently filled. The return of the employee may also be made by the administration during the same time period.
- B. No member of this bargaining unit shall be involuntarily transferred from his/her present position or location without being notified fourteen (14) calendar days in advance. Involuntary transfers shall not be made for arbitrary or capricious reasons.

23.3 Substitute Work Opportunities

- A. The Board recognizes the willingness and desire of certain bargaining unit members in less than full time positions to be considered for work as a casual or "as needed" substitute in other classifications during the school year and break periods, and nothing in this Agreement shall be deemed to preclude a bargaining unit member from being considered for such substitute work under the conditions set forth herein.
- B. Bargaining unit members wishing to substitute in other classifications must first take steps to obtain Board approval as authorized substitutes. Once approved, bargaining unit members will be considered for substitute work in other classifications, except that no such opportunities will be made available if such additional hours will place the bargaining unit member into an overtime status. In addition, bargaining unit members will not be permitted to substitute at any time where such substitute work conflicts with the member's regularly scheduled work hours.
- C. Substitute work by less than full time bargaining unit members will be paid at the Board approved substitute rate and will not affect the member's status for purposes of health care eligibility, retirement, sick leave, or any other benefit. Time spent as a substitute will not be considered for purposes of seniority or salary schedule placement if a bargaining unit member is subsequently employed in the classification where such work was performed.

- D. The decision of whether or not to provide substitute opportunities for bargaining unit members is discretionary on the part of the Board and not subject to challenge through the grievance procedures set forth in this Agreement.

ARTICLE 24: MEDICAL EXAMINATIONS

24.1 Requirements

For the protection of children and fellow colleagues, each employee shall, prior to the initial date of employment and at his/her expense, have a medical examination and provide a health certificate from a physician which indicates that the employee is physically capable of assuming all duties as required in accordance with the Board adopted job description.

ARTICLE 25: DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Board and the Union agree that no member of the bargaining unit shall be discriminated against or in favor of because of his/her affiliations or because of his/her race, national origin, sex, age or religion. The Board and the Union will continue to abide by all state and federal equal employment opportunity laws. No member of the bargaining unit shall be discriminated against or in favor because of membership or non-membership in the Union or because of participation or non-participation in Union activities.

ARTICLE 26: EVALUATION OF EMPLOYEES

26.1 Probationary Employees

For all employees during their ninety (90) day probationary period, an evaluation will be conducted within the first thirty (30) days of employment. A second evaluation will occur within the next forty-five (45) days of employment. Additional evaluations could be made, if deemed necessary.

26.2 Evaluation Procedures

- A. Employees in the bargaining unit shall be evaluated at least once each year for the first two (2) years of employment after the initial probationary period to determine job performance and effectiveness. Beginning with the third (3rd) year of employment, employees shall be evaluated at least every two (2) years. All annual evaluations are to be completed by March 15. The evaluation shall be done by the employee's immediate Supervisor and/or Building Principal.
- B. The above schedule reflects minimum requirements which may be expanded if a less than satisfactory rating is received on an evaluation, or job performance warrants.

- C. Where applicable, the building administration will be consulted prior to the written evaluation. The employee may request an OAPSE member be present during the formal evaluation conference. If requested, the Administrator must give employee thirty-six (36) hour notice prior to the formal evaluation conference.
- D. Evaluations shall be recorded on the appropriate forms. The evaluation form shall include the following: "Signing is merely acknowledgment of having seen the above. It does not indicate agreement or disagreement."
- E. The evaluation will be reviewed with the employee during the regular scheduled work day. The employee may reply, in writing, to the evaluation. The completed evaluation will be sent to the Personnel Department to be filed in the employee's personnel folder. A copy will be issued to the employee and a copy shall be retained by the Supervisor for his/her file. Any negative evaluation shall include recommendations for improvements and, where appropriate, provisions for assistance to the employee in implementing the recommendations made.

ARTICLE 27: EMPLOYEE RETIREMENT CONTRIBUTION

27.1 Employer "Pick-Up"

- A. The Union and the Board agree that the Board shall implement the "pick-up" of the non-certificated support employee's required contributions to the School Employees Retirement System (SERS) and with the Board of Education having agreed to do so, the Treasurer is hereby authorized to contribute to SERS, in addition to the Board's required employer contribution, an amount equal to each non-certificated employee's contribution to SERS in lieu of payment by such employee, and that such amount contributed by the Board on behalf of the non-certificated employee shall be treated as deferred salary paid by the Board to SERS from the contract salary otherwise payable to such non-certificated employee in cash.
- B. The Treasurer is also directed to prepare and distribute an addendum to each non-certificated employee's contract which states: (1) that the employee's contract salary is being restated as consisting of (A) a cash salary component and (B) a "pick-up" component, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the employee; (2) that the Board will contribute to SERS an amount equal to the employee's required contribution to SERS for the account of each non-certificated employee; and (3) that the sick leave, severance, and vacation pay shall be calculated upon both the cash salary component and "pick-up" component of the employee's restated salary.
- C. The Board's total combined expenditures for the employee's total contract salaries payable pursuant hereto (including pick-up amounts) and its employer contributions to SERS shall not be greater than the amount it would have paid for those items had this resolution not been in effect.

- D. The Board shall compute and remit its employer contributions to SERS based upon total contract salary, including the “pick-up”. The Board shall report for federal and Ohio income tax purposes as an employee’s gross income, said employee’s total contract salary less the amount of the “pick-up”. The Board shall report for municipal income tax purposes as an employee’s gross income said employee’s total contract salary, including the amount of the “pick-up”. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

ARTICLE 28: SMOKING

Every building or Board owned vehicle in the North Ridgeville City School District shall be completely smoke and tobacco free at all times. Smoking and/or any use of tobacco by school employees in a building or vehicle owned by the North Ridgeville City School District shall be prohibited. The Superintendent shall designate an approved smoking area(s) at each board facility. Any violation of this prohibition shall subject the offending employee to the Employee Discipline and Discharge Procedure as outlined in Article 39 of this Master Agreement. The smoking area(s) at each board facility was marked on a diagram of the layout of each facility and presented to the Union.

ARTICLE 29: HOURS OF WORK

29.1 Reduction of Hours

Hours of employees covered in this Division shall not be reduced while an employee remains in his/her particular position.

29.2 Regular Work Week

The regular weekly sequence (work week) shall be Monday through Friday unless the Board determines a serious financial crisis exists which may temporarily cause the sequence to change.

29.3 Summer Hours

The Union and Administration will jointly explore the options and related costs of establishing a four (4) day summer weekly schedule. If it is determined that this can be done without additional cost to the Board, the Board agrees to jointly develop a proposed schedule and implement a pilot program to begin at the start of the summer program in 2006.

ARTICLE 30: CAFETERIA EMPLOYEES

30.1 Working Conditions

- A. Outside groups using any equipment power operated by gas, electric, and steam in the cafeteria shall be required to use employees of the school system and shall be required to pay the employees at an hourly rate of time and one-half (1 ½) their hourly rate of pay for all hours worked.

There shall be one Cook and one Dishwasher for each two hundred and fifty (250) people, or major part thereof.

- B. The Head Cook at the Middle School and High School shall receive one (1) extra hour pay, each day, to perform bookkeeping duties as long as required for centralized kitchen program at his/her regular hourly rate of pay.
- C. Cooks or cafeteria employees shall be allowed to work on one (1) day when children are not in their classrooms. Such employees will be required to perform extra cleaning of their ovens and cupboards over and above daily maintenance. Arrangements and the scheduling of the one (1) day shall be made with the Food Service Supervisor. Employees shall be paid their regular hourly rate of pay for such work.
- D. Meetings called by a supervisor will be held while the employee is on the clock and the employee shall be paid for his/her regular hourly rate unless such time constitutes overtime. If an employee is required to return to work in order to attend a meeting called by the supervisor, then he/she shall be paid either clock time for the meeting or a minimum of one (1) hour, whichever is greater.
- E. When a cafeteria employee is absent, a part-time employee will work an absent full-time employee's schedule and a substitute will work the part-time employee's schedule. ("Full-time" means an employee scheduled to work six (6) or more hours per day.)
- F. Catering will be performed by members of the cafeteria staff to any group requesting the same. Cafeteria employees will be selected by seniority, willingness, and on a rotating basis. Food selection will determine number of personnel and hours required. Employees shall not be required to perform catering operations during his/her normal work hours unless substitutes are available. Employees performing catering duties will be paid their regular hourly rate unless such time constitutes overtime.
- G. Employees shall be compensated at his/her regular rate of pay for doing paperwork, depositing money at the bank, and any other work related to his/her job as approved by his/her Supervisor. Compensation will be made from the time an employee clocks in for work, and shall end when an employee completes the task assigned, and returns to work to clock out.
- H. The Satellite Leader (Cafeteria Worker/ B Cook) at Wilcox and Lear North elementary schools will receive his/her regular rate of pay to perform inventory and related paper work.
- I. Washing and drying of linens is to be done on a rotating basis by the Middle School Kitchen staff. Compensation for this additional work will be as needed and approved by the Supervisor. The rotation will begin with the lowest hourly employee in the Middle School Kitchen staff.

- J. Safe serve training will be provided for cafeteria employees that are responsible for cooking (classifications A & B). All cafeteria employees will be trained in Safe Serve. Employees shall be paid to attend these meetings.
- K. Cafeteria employees shall receive an extra one dollar (\$1.00) per hour if they are asked by their supervisor to train another employee.

ARTICLE 31: TRANSPORTATION

31.1 Working Conditions- Bus Drivers

- A. The hours of bus drivers employed by the Board for five (5) years or more shall not be fewer than five (5) hours per day (while they remain in their particular positions). All drivers hired with less than five (5) years shall be employed for not less than four (4) hours per day when school is in session. Busing on days North Ridgeville City Schools are not in session will be time and one-half (1-1/2) of the employee's hourly rate for actual hours worked (three (3) hours minimum- one and one-half (1-1/2) hours minimum in A.M. and one and one-half (1-1/2) hours minimum in P.M. per day). This guaranteed time of either four (4) or five (5) hours per day shall be for combined A.M. and P.M. runs and one (1) hour guaranteed if assigned a mid-day route when schools are in session.
- B. Emergency runs over and beyond the driver's workday will be paid at time and one-half (1 ½) the employee's regular hourly rate.
- C. Bus Drivers who drive Kindergarten and midday runs, shall be paid their regular hourly rate of pay with a one (1) hour minimum. Any time driven over one (1) hour will be paid by rounding off to the nearest one-quarter (1/4) of an hour. Ex. - one (1) hour five minutes = one (1) hour pay, one (1) hour ten (10) minutes=one and one-quarter (1-1/4) hour pay.
- D. Bus Drivers will be paid their hourly wage for all Supervisor of Transportation scheduled mandatory meetings, drug and alcohol testing and trial runs. Drivers will be paid a minimum of five (5) hours per year to update their routes prepare and complete stop sheets. Payment for stop sheet preparation and updates will occur on the last pay date in October.
- E. Bus Drivers must attend the pre-service meeting held before the start of the student school year. If a bus driver is not available for the meeting, he/she must attend a make-up meeting which will be scheduled within two (2) weeks after the start of the school year. Bus Drivers will be paid a minimum of five (5) hours for attendance at such pre-service meeting.
- F. All layovers shall be considered part of the minimum workday and all drivers shall be paid at their regular rate of pay for such layovers.
- G. Drivers shall report fifteen (15) minutes before their scheduled run to perform required safety checks, including all lights, switches, horns, tires, fuel gauge level, wheelchair lifts and straps, and the normal function reading of all other gauges and maintenance for which the driver will be

paid. Drivers are required to do an engine check and battery compartment check. All seats are to be checked that they are latched. The Supervisor may allow extra time to “warm up” buses when warranted by weather conditions. The engine oil level and water level will be checked and maintained by the bus mechanic. The Supervisor of Transportation shall determine if temperature and/or prevailing weather is such that bus drivers will be called to report fifteen (15) minutes early on a given day. If the Supervisor of Transportation so determines, he/she will implement a phone tree that will inform all drivers that they are to report fifteen (15) minutes early. The implementation of the phone tree means the Supervisor of Transportation shall call one (1) driver, informing him/her of the early report time. After that one (1) call, drivers are then responsible to contact each other regarding the notification to report fifteen (15) minutes early that day.

- H. Bus Drivers will be re-certified by November 1 of the last valid year of current certification. Drivers will be paid while retraining. Bus Drivers may be re-certified before the expiration of their certificate if deemed necessary by the Supervisor of Transportation. On-the-Bus Instructors will be selected on the basis of their current driving record, their evaluation(s) that relate to the bus driver’s communication skills, relationships with other drivers and staff, seniority and the individual’s overall performance as a bus driver. There shall be no more than three (3) instructors selected per year. Bus instructors (OBI’s) will receive an additional one dollar (\$1.00) per hour above their regular hourly rate while training and re-certifying bus drivers for certification and re-certification and for any special routes driven at the direction of the Supervisor of Transportation (summer routes) or for other assigned work assigned by the Supervisor of Transportation (routing, presentations, etc.). Once every six (6) years, when a driver is re-certified, that driver is entitled to a payment of three hundred dollars (\$300.00). This stipend will be paid upon submission of proof of re-certification.
- I. Annual school bus routes will be chosen on a seniority basis each August. At least eight (8) working days prior to the beginning of school, all available school bus routes shall be posted for bid by the Transportation Supervisor. No later than five (5) workdays prior to the start of the student school year routes will be bid by seniority. Bus drivers will bid first, then bus aides. Beginning at approximately 8:00 am on the day of route bidding, all bus drivers and/or bus aides shall select routes for the school year. The most senior driver or aide shall make the first selection and the least senior driver and/or aide the last selection taking no more than fifteen (15) minutes per eligible bidder to select their route. A driver and/or aide not available for route bidding may submit to the Transportation Supervisor or other driver and/or aide their route selection(s). The driver and/or aide may phone in their bid if prearrangements have been made. Failure to phone or make other arrangements for bid will cause the driver and/or aide to drop to the bottom of the seniority list and select the last available route, if any. Aides shall be subject to the same bidding requirements. When a driver or bus aide is expected to be off duty for a period of three (3) months or more, the next senior driver or bus aide will have the opportunity to bid on

that run, and shall work the run until the absent driver or bus aid returns. The driver filling in shall then have his/her run open to the next person until all runs are filled. In order to implement this three (3) month provision, the Supervisor of Transportation must receive notification from the bus driver or bus aides physician verifying that the driver or aide will be off duty due to medical reasons, for at least a three (3) month period.

Punch in times will be posted at route selection. Such times may be increased or decreased within the first four (4) weeks of school with the approval of the Supervisor of Transportation. Drivers shall verify the accuracy of the times of their routes.

If it becomes necessary to add an additional run to one or more of the existing routes, the Supervisor of Transportation has the right to assign that run(s) to the route(s) of a bus driver(s) who the Supervisor of Transportation believes can drive that run in the most efficient and economic manner unless it changes the route thirty (30) minutes or more, then it shall be bid on through the bidding process.

- J. Pursuant to Ohio Administrative Code Section 3301-83-07, prior to the start of the school year, annual bus driver physical exams will be provided at a facility designated by the Supervisor of Transportation. Drivers must pass a T-8 physical examination before route selection and before driving a bus. The Board will pay for one (1) physical examination for each driver per year.
- K. Substitute drivers will be assigned to cover an absent driver's regular route. If no substitute drivers are available, any driver requested to substitute for an absent driver and is assigned to drive a portion of the regular driver's run shall be paid his/her actual time worked plus an additional one-half (1/2) hour of his/her regular rate of pay.
- L. When Special Needs/Out of District drivers are absent from their regular runs, their runs shall be filled by regular drivers on a seniority basis. A substitute driver will then be assigned to the regular driver's route. The driver will be paid his/her guaranteed time plus any additional time worked covering the absent driver's regular route.
- M. Bus drivers who are assigned to or cover Special Needs runs, must be trained on the Special Needs bus before covering such run.
- N. Bus Drivers with no previous bus driving experience shall be hired at Step 1 of the salary schedule. Those first (1st) year drivers returning the second year shall skip one incremental step of the salary schedule. (ex. If hired on Step 1, he/she would skip to Step 3; if hired at Step 2, he/she would skip to Step 4). Such first year drivers must have actually worked one hundred twenty (120) days in the first school year of employment in order to bypass a step on the salary schedule. Thereafter, drivers shall advance one (1) step for each year of service.
- O. Bus Drivers are not responsible for any personal items, medical supplies, sport, band or any other equipment left on buses.

- P. The Board of Education shall pay the full renewal of a commercial driver's license, abstract and background checks, if required of bus drivers. Drivers have the option to re-certify at his/her expense outside the district.
- Q. Bus drivers will be paid for the actual time driving dry-runs using Board buses after routes have been selected and assigned and before the beginning of the school year. For the performance of this work, bus drivers will be paid a maximum of three (3) hours if no mid-day route is included and a maximum of four (4) hours if a mid-day route is included. The purpose of these dry-runs is so that the bus drivers can familiarize themselves with the routes and to inform the Supervisor of Transportation of any potential problems.
- R. The annual cleaning of the exterior of the buses will be contracted. The daily sweeping of the interior of the bus and required refueling is the driver's responsibility. This work is to be fulfilled during layover time. Drivers must engage in more extensive cleaning of their vehicles for forty-five (45) minutes per week for interior cleaning such as washing windows, seats, floors and dashboards. For this forty-five (45) minutes' cleaning time, each driver must punch "in" and "out."

31.2 Working Conditions- Bus Aides

- A. The hours of bus aides employed by the Board for five (5) years or more shall not be fewer than five (5) hours per day (while they remain in their particular positions). All bus aides hired with less than five (5) years shall be employed for not less than four (4) hours per day when school is in session. Busing on days North Ridgeville City Schools are not in session will be time and one-half (1-1/2) of the employee's hourly rate for actual hours worked (three (3) hours minimum- one and one-half (1-1/2) hours minimum in A.M. and one and one-half (1-1/2) hours minimum in P.M. per day). This guaranteed time of either four (4) or five (5) hours per day shall be for combined A.M. and P.M. runs and one (1) hour guaranteed if assigned a mid-day route when schools are in session.
- B. The Board shall pay the actual cost for the renewal of state certification for bus aides.
- C. Bus Aides will be paid their regular hourly wage for attendance at all mandatory meetings, required drug testing, trial bus runs and training seminars.
- D. Any changes in safety laws will be presented to bus aides at the same time bus drivers are provided such information.
- E. Bus Aides who work on days when the North Ridgeville City Schools are not in session will be paid time and one-half (1-1/2) of the employee's hourly rate for actual hours worked (three (3) hours minimum).
- F. The Board will place bus aides on a separate column on the salary schedule with pay being equal to that of the Paraprofessional/Auxiliary Aide (Class B).

- G. Bus Aides will be paid for the actual time worked for dry-runs using Board buses after routes have been selected and assigned and before the beginning of the school year. For the performance of this work, bus aides will be paid a maximum of three (3) hours if no mid-day route is included and a maximum of four (4) hours if a mid-day route is included. The purpose of these dry-runs is so that the bus aide can familiarize themselves with the routes and to inform the Supervisor of Transportation of any potential problems.
- H. Bus Aides shall be subject to the same bidding requirements as bus drivers as set forth in Article 31.1(I).
- I. Bus Aides whose hours are extended when accompanying a regular bus driver who is substituting for an absent bus driver on a Special Needs run only, shall be paid the maximum of an additional one-half (1/2) hour (one-half (1/2) hour for the A.M. and or one-half (1/2) hour for P.M.) of his/her regular rate of pay.
- J. Bus Aides will be paid their regular hourly wage, to a minimum of five (5) hours per year, to prepare and complete route sheets and stop sheets. Payment for the actual time worked preparing and completing the route and stop sheets will occur no later than the last pay date in October of each year.
- K. Bus Aides who are assigned or substitute on Special Needs runs must be trained on the Special Needs bus before working such runs.

31.3 Field Trips

- A. All regular field trips shall be distributed on a seniority rotating basis. Regular field trips for each rotation will be posted for selection on Mondays (at least two (2) weeks in advance of the field trip or if such Monday is a holiday, the first workday thereafter) and will be pulled for assignment no later than 8:30 a.m. the following Friday (or if a short week, the last working day of that week). The list will be posted at a designated location in the bus garage. Emergency field trips (24 hours or less notice) shall be kept on the field trip list and distributed on a seniority, rotating basis. Field Trips of less than thirty (30) minutes shall not be chargeable trips. Less than thirty (30) minute trips shall be bid on a seniority rotation basis. The last driver called for a field trip shall be the first driver put on the re-up list to go back when not needed and placed first on the field trip list in the next grid slot.
- B. All Board approved and paid field trips, athletic or otherwise, that fall within state guidelines shall be transported on a North Ridgeville Board of Education school bus or van and shall be driven only by North Ridgeville Board of Education bus drivers. However, the Assistant Superintendent and OAPSE President shall meet to discuss and resolve the concerns of the Board regarding field trips that include transporting small numbers of students that are scheduled to attend events such as state, district or regional events and which would not require utilizing a school bus due to the cost factor.

- C. On all field trips, known information such as time, route and parking will be provided. Driver's interested in working field trips over summer vacation must submit their names to the Supervisor prior to June 1 of each year. Substitute or probationary drivers will not be offered field trips unless all regular drivers have been verbally asked, or called by phone and given the opportunity to drive that route or field trip. Only then is it acceptable for a probationary or substitute driver to drive that route or field trip.
1. The bus driver assigned to a field trip will stay on that field trip until return. However, during the period of this Agreement, drivers on local field trips may be asked by the Transportation Supervisor or designee to return during such trips when transportation needs arise due to bus shortages, lack of substitutes, etc. Drivers agreeing to return will be provided a stipend in an amount equal to one hour of pay in addition to field trip pay. In cases where there are a number of drivers available for such recalls (i.e. from local field trips), reasonable efforts will be made to offer these recall opportunities on a seniority basis.
 2. Cell phones will be provided to the senior bus driver on each field trip. If a bus driver is required to have the Board provided cell phone, such phone shall be on at all times during assigned work hours. If a bus driver uses a personal phone, the telephone number shall be given to the Supervisor of Transportation or his/her designee. A bus driver must maintain a method of communication at all times with the Transportation Office. Drivers are responsible for signing out a cell phone at the Supervisor's office.
- D. The field trip rate will be paid at the employee's current hourly rate of pay for the duration of the trip. Drivers may not leave an event without first notifying the event leader and providing them with the means of two-way communication. All drivers who select a field trip shall be provided with a trip ticket that includes the following: date, destination, purpose of trip, address of destination, route map of the destination, and designated meal stops. The duration of the absence must be agreed upon with the person in charge of the field trip. In cases where more than one school bus driver is at an event at least one driver must remain on the site at all times. When weather conditions may require a school bus as shelter, the bus driver shall not leave the site. No driver can accept or be responsible for any articles brought onto or left on the bus by its passengers. Meals will be reimbursed up to the maximum allowed under Board Policy and lodging will be provided at a Board pre-approved hotel/motel for the driver on an overnight field trip or event. Drivers will be paid a minimum of five (5) hours on an overnight field trip.

- E. A field trip canceled without a two (2)hour notice pays \$15.00, if the driver has made a trip to the garage. A driver whose field trip is cancelled shall be placed at the top of the field trip rotation list. Emergency field trips are twenty-four (24) hours or less notice.
- F. Bus Aides will be selected for field trip assignments following seniority on a rotating basis from a field trip list. If a bus aide does not sign up for a field trip, the field trip will be assigned to a regular bus driver at the bus driver's regular rate of pay.
- G. Bus drivers and bus aides who take Special Needs field trips must be trained on the Special Needs bus before working any field trip.
- H. When a regularly scheduled field trip with more than one (1) bus assigned does not require the number of buses originally requested, then one or more of the buses may be cancelled by the person originating the field trip through the Supervisor of Transportation. (Ex. less students than expected, etc.) In such case, the least senior bus driver(s) assigned to the field trip will be deleted and those bus drivers will be given make-up field trips.

31.4 Mid-day

- A. Mid-day routes shall be those regularly scheduled routes serving student transportation needs in the middle of the school day (i.e. kindergarten, special needs, J.V.S., etc). Temporary midday routes will be assigned to the next driver in line who would be eligible for kindergarten, Special Needs or J.V.S.
- B. Known mid-day routes for drivers and aides will be selected and assigned at the Transportation In-Service Meeting based upon seniority and filled by regular bus drivers and bus aides respectively until all routes are assigned. Bus drivers will be allowed to bid on mid-day aide runs if after the aides bid on the runs and if there are still positions left. Bus drivers will be paid at Step 3 of the Aides Salary Index. Any mid-day route not selected will be assigned by the Supervisor of Transportation.

ARTICLE 32: PARAPROFESSIONALS

32.1 Definitions

- A. **PARAPROFESSIONAL AIDES** (includes Special Education Aides and Classroom Aides): aides that work directly with regular and special needs students and assist teachers
- B. **PARAPROFESSIONAL MEDIA AIDES (CLASS A)**: perform data entry, assist Librarian/ Media Specialist with responsibilities to students
- C. **PARAPROFESSIONAL MEDIA AIDES (CLASS B)**: assists Librarian/ Media Specialist, perform data entry

D. PARAPROFESSIONAL AUXILIARY AIDES

1. **MONITORS:** supervise students in classrooms, lunchrooms, study halls, school hallways, restrooms, etc.
2. **CROSSING GUARDS:** responsible for the safety of students while crossing streets, lunch activity period, etc. Crossing Guards will be employed for a minimum of three and one-half (3.5) hours per day.

32.2 Working Conditions

- A. Prior to the start of the new school year, the Board shall provide the employees covered under this specific Article 32 with an in-service training/ refresher class. The topics of such a seminar may include, but not be limited to the following: safety issues, school procedures, reporting absences, form completion, etc as determined by the administration. The employee shall be paid his/her regular rate of pay for attendance at this class. The minimum number of hours an employee will be paid for attendance at this class shall be two (2) hours.
- B. The Board shall pay for the renewal of state certification for Aides. Further, any meetings called by the administration which are outside the employee's regularly scheduled workday will require the employee to be paid his/her hourly rate for the actual time in attendance at such meeting.
- C. When a Study Hall Monitor is absent at the Middle School, the building administration will make a reasonable effort to offer the substitute position to a lunchroom Monitor who works less hours than the Study Hall Monitor.
- D. Special Education Aides, Classroom Aides and Instructional Aides will be provided training in those procedures they are required to perform.
- E. Each Crossing Guard will be provided a vest and a raincoat by the Board. The vest and raincoat will be replaced every two (2) years when determined necessary by the Crossing Guard.
- F. The Monitor assigned to the Middle School large study hall (in cafeteria) will be provided with two-way communication between the cafeteria and the main office.
- G. Medical Procedures and Personal Hygiene
 1. Paraprofessionals required to perform or assist students with personal hygiene will be accompanied by another staff member.
 2. Any employee required to administer medication or perform medical procedures shall be trained prior to the performance of such procedures. Such training shall be provided by the Board during the paraprofessional's work hours and paid for by the Board.

- H. The Board will reimburse, upon successful completion, the cost of STNA training when medical procedures are expected to be performed by the employee.
- I. Special Education Aides who are assigned to an out-of-district school shall receive an additional compensation of \$.60 per hour.

ARTICLE 33: SECRETARIES

33.1 Work Year and Holidays

- A. 12 month secretaries will work 248 days and receive 12 holidays
- B. 10 month secretaries will work 203 days and receive 11 holidays

33.2 Reporting Work Time

Full-time school secretaries shall not be required to punch a time clock. Time cards must reflect the secretary's assigned work day.

33.3 Leaving Work Area

Secretaries are permitted to leave for delivery of daily receipts during the normal work day. If a secretary is unable to leave during the normal work day, a secretary will be paid fifteen (15) minutes plus mileage for delivery of daily receipts to the Treasurer's Office.

33.4 Parent-Teacher Conference Days

On Parent-Teacher Conference Day all school secretaries will work their normal number of work hours. The building principal will establish the designated time schedule.

33.5 Job Demands

Due to irregular job demands, secretaries will work as scheduled and lunch may be an interrupted portion of the employee's regular assigned work day. A secretary may be away from his/her desk but will be immediately available to perform his/her regularly assigned duties as needed.

33.6 Student Medications

Secretaries will administer medications to students according to school policy and/or building procedures. Nurses and/or Health Care Associates will check students for head lice. However, if a Nurse or Health Care Associate is not available, the Secretary may be required to check for head lice on students or administer student medications. Secretaries will not be required to perform any other personal hygiene or medical procedures on students with the exception of administering oral medications and checking for head lice or administering epi-pen and/or diabetic glucagenepi-pen.

ARTICLE 34: CUSTODIANS

34.1 Working Conditions

- A. Because of irregular job demands, custodians will work as scheduled . Lunch will be an interrupted portion of that work day and the custodians normal work schedule shall be determined on a yearly basis.
- B(1) The Board agrees to give custodians one (1) hour of clock time per building on Saturdays and Sundays for building checks during the building check season. The building check season shall coincide with the building heating season as determined by the Supervisor of Buildings and Grounds. On days when a custodian is working Saturday or Sunday under an approved building permit, that custodian is entitled to an extra fifteen (15) minutes to do the building check. In this case, no other custodian will check that building.
- B(2) In September all custodians will meet with the Supervisor to develop a mutually agreeable calendar for building checks. The schedule they develop shall be based upon seniority and rotated so all who wish to participate may do so on an equal basis. If after the schedule is developed a custodian is unable to meet his/her scheduled obligation, then it is that person's responsibility to find a custodial replacement. If he/she is not able to find a replacement, then he/she shall notify the supervisor who will then ask for volunteers from custodians district wide. If no custodian volunteers, then the supervisor will ask for volunteers from maintenance personnel district wide. If such procedure does not produce a volunteer to cover an assignment, then the supervisor has the right to assign beginning with the least senior custodian. There will be no mileage reimbursement for building checks. This section (34.1 B (2) is not grievable under the terms of this contract.
- C. When the individual building is temporarily closed due to snow, fire, water or other reasons, personnel may be reassigned to other buildings.
- D. When a custodian is called out by police authority, an alarm company or a supervisor after completion of his/her normal work schedule day, he/she shall receive double time for a minimum of one and one-half (1-1/2) hours and will be paid time and one-half (1-1/2) for all hours worked thereafter.
- E. All newly employed Head Custodians will be required to maintain a current, valid boiler license. If, at the time of initial employment, the Head Custodian does not hold a current, valid boiler license, the Head Custodian will be required to obtain such license no later than eighteen (18) months from the date of employment. Head Custodians failing to obtain such license within required time limits will be given full consideration for vacancies or new positions.
- F. Supplies and tools will be made accessible and replaced as needed. Custodians are not expected to use their own personal tools or equipment in the performance of work for the District.

- G. Custodial personnel shall have the sole responsibility for cleaning their boiler and equipment rooms. The other shop/work areas are to be kept clean by the users. Boiler and equipment areas will be restricted to authorized persons only and should not be used by teachers or other unauthorized personnel as a “short cut” or access way. Students shall not be permitted in boiler rooms.
- H. It is the initial responsibility of the Head Custodian to see that the building is covered for permits and activities approved by the Board or Supervisor of Building and Grounds. Activities requiring custodial services after normal working hours will be offered to custodians of that building on a rotating basis from a building seniority list.
- I. Head Custodians in buildings with more than one custodian shall make every effort to fairly distribute overtime hours. If the Head Custodian is unable to cover the assignment for permits and activities as set forth in Article 34.1(H), it is his/her responsibility to notify the Supervisor of Buildings and Grounds who will in turn use a system-wide custodian seniority list on a rotating basis. This seniority list will be posted in the maintenance building. The Head Custodian of the building will provide the Supervisor with the times needed to be covered no later than 12:00 noon two days prior to the assignment to be covered. The supervisor will use the Emergency Notification System to contact all eligible employees on the over-time rotation list. Employees shall notify the Secretary of Maintenance by 7:00 am the day after the employee was informed. The over-time shall be assigned to the employee on the rotation list, next in the rotation, and who called before 7:00 am. If a custodian in the building cannot cover the times required by the building permit(s) for that building, the Supervisor shall have the discretion to cover the work time required by the permit(s) and to determine the hours and assigned duties in conjunction with the building custodian. If the above timeline is not strictly adhered to by the Head Custodian, the Supervisor shall have the authority to assign an employee(s) in order to cover the permit requirements without adhering to the seniority status of the employees as set forth above. This specific article only pertains to “overtime” assignments. The seniority rotation list will be distributed to the Head Custodian in each building, once per month.
- J. When the performance of a specific work order creates a health and safety hazard for the occupants of the building, as determined by the Head Custodian and Supervisor of Building and Grounds, the work will be performed after the area has been cleared.
- K. When weather conditions warrant, the Supervisor will call custodians in to work up to one (1) hour early for snow removal.
- L. The Head Custodian in each building will be given a minimum of thirty (30) minutes to open and inspect his/her building prior to any daily scheduled activities or programs. The Head Custodian, his/her immediate supervisor and the building principal will meet annually to determine the starting time.

- M. If a Bargaining Unit Member holds a license or certificate from an accredited school which is a post-high school institution and which has been pre-approved by the Assistant Superintendent and such custodian performs work related to the license or certificate, he/she shall be entitled to an annual stipend of six hundred dollars (\$600.00). The following license/certificates shall provide eligibility for the stipend:
- (1) Heating and air conditioning
 - (2) Plumbing and pipe fitting
 - (3) Electrical
 - (4) Carpentry
 - (5) Asbestos removal (Building Inspector)
 - (6) Pesticide
 - (7) Boilers license
 - (8) Management Planner (Asbestos)

The maximum stipend per individual per year shall be one thousand eight hundred dollars (\$1,800.00) paid bi-annually (July 1 – June 30) the first pay of December and June of each school year.

- N. When gymnasium floors are to be refinished, the Board shall have such work performed by an outside contractor.
- O. Custodial personnel will be offered overtime in the Maintenance classification for grass cutting, snow removal/plowing and other areas as determined by the immediate supervisor if no maintenance employee is available to perform such work.
- P. A limited number of walkie-talkies shall be made available to staff when necessary in accordance with the school district's safety plan.
- Q. Custodians who are not interested in covering other buildings for overtime shall sign a statement to such effect so that they will not be contacted regarding an overtime assignment at another building. This signed statement shall be in effect and binding through June 30 of each school year and can be rescinded at any time by submitting a signed letter to the Supervisor.
- R. High School, Middle School and Elementary Head Custodians, Building Principals and Athletic Director will confer about building permits in order to avoid scheduling conflicts.
- S. Custodians shall receive an additional one dollar (\$1.00) per hour while training new custodians when requested to do so by the Supervisor.

ARTICLE 35: CLEANING STAFF

35.1 Working Conditions

- A. Work performed on Sunday, if authorized by the Superintendent or his/her designee, will be paid at double time the employee's regular hourly rate, with a guarantee of two (2) hours.

- B. Supervisors may request additional help or require extension of regular hours for critical work periods created by natural disasters, vandalism, outside contractors, or fire. The employee shall be paid one and one-half time (1-½) times his/her regular hourly rate of pay for all hours worked, with a guarantee of one (1) hour.
- C. When the individual building is temporarily closed due to snow, fire, water or other reason, personnel may be reassigned to other buildings.
- D. When a regular Bargaining Unit Member fails to report to work and no substitute is available, the other cleaning personnel may assume some of the absent employees area or duties and will receive additional time with a minimum assigned time to be one (1) hour. Every effort will be made to notify the head cleaner of absent cleaners and substitutes.
- E. Cleaning personnel may request assistance to perform work. Cleaners will receive extra help when Open House and Parent-Teacher Conferences are taking place in their building.
- F. Activities requiring additional cleaning assignments will be offered to employees on a rotating basis from a Building Seniority/System Seniority list based on the building seniority of employees who express an interest in such assignments. If the assignment is offered and the opportunity refused or if an employee accepts work in an overtime rotation at time and one-half (1-1/2), the employee in question shall proceed to the bottom of the list and the next name shall be considered. If no one from the building seniority list accepts the assignment, a system wide list will be used to offer the assignment. The list will be posted in the maintenance building. This shall also apply to weekend assignments.
- G. If conditions arise during cleaning hours in which the Superintendent or his/her designee determines that an employee or employees are to be sent home, the employee(s) shall be paid for the time actually worked plus the remaining hours of the regularly scheduled work day. There shall be a maximum one (1) hour waiting period in case of emergency.
- H. Reasonable efforts will be made to see that cleaning personnel do not work alone in a building.
- I. Upon prior approval of the Superintendent or his/her designee, cleaning personnel may attend OAPSE sponsored functions which occur during the employee's scheduled work day without loss of pay or a required make-up period.
- J. Head Cleaners shall receive an additional \$1.00 per hour while training new cleaners when requested by the Supervisor.
- K. The Board will review and study cleaner's hours, assignments, and work areas to determine if any additional time is warranted for certain cleaning staff. If it is determined that additional time is warranted, the Board shall have the right to increase certain cleaners' hours.

- L. Projects or work assignments, which the employer determines require more than the regular help shall have additional employees assigned. Events such as boys'/ girls' basketball, volleyball, wrestling and formal dances will be covered with an extra cleaner.
- M. Cleaners regularly scheduled to work on weekdays may request to work first shift on weekdays when students are not in attendance. Such requests will be granted unless the supervisor or building administrator determines a need for work to be done during normal shift times.

35.2 Summer Hours

- A. All cleaning personnel shall work days when agreed upon by the entire building cleaning personnel and the Supervisor.
- B. Cleaning staff shall be given thirty (30) minutes additional time per day on those days summer school is in session at that building. Pay for this additional time shall be at the employee's regular rate of pay.
- C. Cleaners who are assigned to the building where a Summer School program is held, will work an eight (8) hour day beginning with the first work day in August up to but not including the day students report to school.
- D. The Board will make reasonable efforts to assure that each building has three (3) employees cleaning in each building on a daily basis during the summer, (This does not apply to the NREC Building or Fields-Sweet.

ARTICLE 36: BUILDING MAINTENANCE

36.1 Walkie-Talkies

A limited number of Walkie-talkies (minimum of five (5)) shall be made available to staff when necessary in accordance with the school district's safety plan.

36.2 Working Conditions

- A. Because of irregular job demands, maintenance employees will work as scheduled. Lunch will be an interrupted portion of that work day and maintenance employees' normal work schedule shall be determined on a yearly basis. In addition, maintenance employees shall be given the first opportunity to acquire overtime work for snow plowing except at the bus garage and high school staff parking lot. Bus mechanics shall have the opportunity to plow these lots before any other employees are assigned. If the bus mechanic(s) are unavailable, the maintenance employees will be given the opportunity to plow these lots (bus garage and high school staff parking lot). Bus mechanics may also be allowed to plow the high school student parking lot and/or the Wilcox parking lot if needed and approved by the Maintenance Supervisor. Employees who are called to plow/remove snow shall be guaranteed a minimum of two (2) hours pay.

- B. Supplies and tools will be made accessible and replaced as needed. Maintenance employees are not expected to use their own personal tools or equipment in the performance of work for the District.
- C. If a Bargaining Unit Member holds a license or certificate from an accredited school which is a post-high school institution and which has been pre-approved by the Assistant Superintendent and such Maintenance employee performs work related to the license or certificate, he/she shall be entitled to an annual stipend of six hundred dollars (\$600.00). The following license/certificates shall provide eligibility for the stipend:
 - (1) Heating and air conditioning
 - (2) Plumbing and pipe fitting
 - (3) Electrical
 - (4) Carpentry
 - (5) Asbestos removal (Building Inspector)
 - (6) Pesticide
 - (7) Boilers license
 - (8) Management Planner (Asbestos)

The maximum stipend per individual per year shall be one thousand eight hundred dollars (\$1,800.00) paid bi-annually (July 1 – June 30) the first pay of December and June of each school year.

- D. When gymnasium floors are to be refinished, the Board shall have such work performed by an outside contractor.
- E. Maintenance employees will be offered overtime in the custodial classification only if there is no custodial personnel available and will be added on the district wide seniority points based rotation list.
- F. Maintenance employees will receive an uninterrupted lunch as assigned by the Supervisor. If the Supervisor requires the employee to work over lunch the employee will be paid time and one-half for the 30 minute lunch.
- G. Maintenance employees shall no longer have to fill out daily work sheets.
- H. Overtime: A point system has been established for the overtime in the Maintenance Department. All hours worked at time and one-half will be assigned twelve (12) points. All hours worked at double time will be assigned sixteen (16) points. The points will accumulate for three years. If the points become too high, they can be reduced by decreasing all numbers by the same amount.
- I. In cases where the maintenance supervisor determines a maintenance employee is required to assist outside organizations when using maintenance equipment or to set up school furniture and equipment, the maintenance supervisor may schedule a maintenance employee to assist the group.

36.3 Food Truck Driver

- A. The Food Truck Driver is to have an uninterrupted lunch break. The Board shall provide full-time medical and life insurance for the Food Truck Driver. Such driver shall receive his/her vacation time based upon the time of year he/she takes his/her vacation.
- B. The transporting of band instruments shall first be offered to the Food Truck Driver. If he/she refuses, it will then be offered to the Maintenance Department on a rotational points based seniority list.

ARTICLE 37: PARKING LOT ATTENDANT/ SECURITY

- A. The Board shall provide the Parking Lot Attendant/ Security employee with a board owned vehicle to use while performing his/her job responsibilities at the High School (car, truck, van or golf cart).
- B. The Parking Lot Attendant/Security employee may be assigned duties with respect to minor maintenance, cleaning and/or snow removal for the area(s) under supervision.

ARTICLE 38: BUS MECHANIC

38.1 Working Conditions

- A. Supplies and tools will be made accessible and replaced as needed. If a bus mechanic uses his own tools and/or equipment and such tools or equipment are broken, the Board shall replace the tool.
- B. The Board of Education agrees to reimburse an employee for A.S.E. re-certification fees once every five (5) years.
- C. Bus mechanics will have the first opportunity for overtime for snow plowing/ removal of the bus garage and high school staff lot and may be allowed to plow the high school student parking lot and/or the Wilcox parking lot if needed and approved by the Maintenance Supervisor.
- D. When a bus mechanic is called into work by his/her immediate Supervisor which time is outside and not contiguous to his/her regularly scheduled workday, such employee shall be guaranteed a minimum of one and one-half (1-1/2) hours of work.
- E. Bus mechanics will not be required to drive regular bus routes but may be required to drive a bus containing students in an emergency situation (i.e. bus breaks down, accidents, etc.).

ARTICLE 39: EMPLOYEE DISCIPLINE AND DISCHARGE

39.1 Non-Probationary Employees

- A. The employment of every employee, after he/she completes the probationary period of his job, shall be continuous until he:
 - 1. resigns;
 - 2. retires
 - 3. is laid off;
 - 4. is suspended for just cause;
 - 5. is discharged for just cause.

39.2 Disciplinary Procedure

- A. Before imposing a suspension or discharge on a non-probationary employee, the Superintendent or his/her designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the alleged charge. The employee has the right to be accompanied at the conference by a Union representative(s). The conference will be mutually scheduled with all parties as promptly as possible by the Superintendent or his/her designee. The Superintendent or his/her designee may impose reasonable rules on the length of the conference. If the Superintendent or his/her designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee without pay for up to three days pending the conference to determine final disciplinary action.
- B. Progressive discipline shall be followed, with an oral warning given prior to a written warning in all cases except for offenses of a serious nature or where an oral warning is not appropriate given the seriousness of the offense. Offenses of a serious nature may justify discharge without regard to previous reprimands or discipline.
- C. When imposing a suspension or discharge, the Superintendent or his/her designee shall sign a written statement of suspension or discharge. The statement shall state the grounds for the disciplinary action or removal. The Superintendent or his/her designee shall furnish a copy of the statement to the employee and Union President. Disciplinary action is effective according to the terms of the statement of suspension or discharge. The employee may file a grievance concerning his/her discipline or discharge in accordance with the time limits and procedures set forth in Article 8 - Grievance Procedure. Unless otherwise agreed, any suspension given shall be for a specific number of consecutive work days on which the employee was scheduled to work.
- D. It is specifically agreed by the Board and the Union that this disciplinary procedure, including the grievance procedure, shall be the sole remedy for an employee suspended or terminated under the provisions of this Agreement, and the disciplinary procedures and grievance provisions

shall prevail over State Civil Service Laws to the full extent allowed under the provisions of Section 4117.10. Accordingly, the parties agree that neither the Civil Service Commission nor the State Personnel Board of Review shall have any jurisdiction to hear appeals relating to such disciplinary action.

39.3 Probation

- A. Each employee shall serve a probationary period of 90 calendar days from the date of hire, during which the Superintendent or his/her designee may discharge the employee at any time without providing reasons and without the need to establish proper cause. In the event a probationary employee is discharged, the Union president and employee shall receive a copy of the notice of discharge. If an employee is retained after completion of the probationary period, he/she may not be discharged except as provided in Sections 39.1 and 39.2 of this article.
- B. Neither the employee nor the Union shall have any recourse to the grievance procedure of litigation, other than those areas specified in O.R.C. 4117.10 (A), to challenge a probationary period or return to the employee's prior job. A probationary employee otherwise shall get the benefit of all provisions of this Agreement in accordance with the terms of specific provisions, excluding hospitalization and life insurance benefits.
- C. Consistent with Ohio Revised Code 109.57 and 3319.39, any person who is an applicant for employment with the Board and is under final consideration for employment will have a criminal background check conducted with respect to his/her application. An applicant may be conditionally employed until the Board receives the results of the criminal record check from the Bureau of Criminal Identification and Investigation. If such applicant has been convicted of or pleaded guilty to any of the offenses as set forth in O.R.C. 3319.39, such applicant shall immediately be released from employment. No employee can be removed from probationary status until a satisfactory background investigative report from the Bureau of Criminal Investigation and/or local police department is received and all other probationary conditions are met.

39.4 Personnel File

No discipline or discrimination will result from matters dealing with unsubstantiated or anonymous materials in an employee's personnel file.

ARTICLE 40: SENIORITY

40.1 Seniority (shall be defined as follows):

- A. Classification Seniority shall be defined as the uninterrupted length of continuous service by an employee in a particular classification as computed from the employee's most recent date of entry into such classification series.

- B. System Seniority shall be defined as the uninterrupted length of continuous service with the Board as computed from the most recent date of hire.
 - 1. One hundred-twenty (120) days of service during the contract year (7/1 - 6/30) shall be considered as one (1) year of seniority credit.
- C. Authorized leaves of absence and layoffs do not constitute an interruption in continuous service. Periods spent on authorized leaves of absence or layoff are not credited for seniority purposes.
- D. In cases of identical seniority, total seniority points, as determined under the Layoff and Recall Article, shall be the deciding factor. Any ties will be broken by:
 - 1. Effective date (starting date) of full-time employment as authorized by the Board, and then by
 - 2. Date of submission of the individual's earliest employment application, and then by
 - 3. Order of Board Resolution authorizing employment.

ARTICLE 41: LAYOFF AND RECALL

41.1 Reduction of Force

- A. The number and type of support staff positions required for the operation of the school district will be determined by the Superintendent or his/her designee and reviewed by the Board of Education. In the event the Board makes a reduction in the number of employees, the following procedure will govern:
 - 1. The number of persons affected by such reductions will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire or otherwise vacate a position.
 - 2. In cases of reduction of personnel in any job classification, the employee's total number of seniority points shall govern.
 - 3. Seniority points shall be accumulated as follows:
 - a. Each year of continuous service to the North Ridgeville City School District- 1 Point
 - b. Each year of continuous service with the current classification series- 3 Points
 - c. Any ties in points shall be broken based on continuous length of service in the Classification Series.

- d. When any change is made to another group classification series, the employee will be solely credited with points based on each year of continuous service(1 point per year). Classification points are not transferable.
4. Group Classification Series, order of downward bumping and recall shall be defined as follows:

I. FOOD SERVICE

- A. Head Cook
- B. Cook or Elementary Satellite Leader
- C. Other Cafeteria Employees

II. BUS DRIVERS

- A. Regular Drivers
- B. Bus Aides

III. BUS MECHANIC

- A. Mechanic

IV. PARAPROFESSIONAL AIDES

- A. Paraprofessional (Classroom, Aide- Special Education Aide)

V. PARAPROFESSIONAL (MEDIA AIDES)

- A. Paraprofessional (Media Aides- Class A)
- B. Paraprofessional (Media Aides- Class B)

VI. PARAPROFESSIONAL AUXILIARY AIDES

- A. Monitors
- B. Crossing Guards

VII. SECRETARIAL

- A. Full-Time
- B. Part-Time

VIII. CUSTODIAL

- A. Head Custodian
- B. Custodian

IX. CLEANING

- A. Head Cleaning Person
- B. Cleaning Person

X. MAINTENANCE (BUILDING)

- A. Maintenance (Skilled Trades) - Plumber, Carpenter, Electrician, Heating and Air-conditioning, Boiler Mechanic
- B. General Maintenance - General Helper, Supply Chaser, Groundskeeper, Truck Driver

XI. SECURITY/ MONITOR

- A. Parking Lot Attendant/ Monitor

- 5. If a position is eliminated, or an employee is bumped, the employee in the affected position has the right by exercising seniority points to bump. An affected employee must bump the least senior employee in the same classification with the closest equivalent or greater number of hours.
- 6. Seniority points shall be the first criterion for bumping and work hours shall be the second criterion.
- 7. If an affected employee in an eliminated position or one who has been bumped does not in turn elect to bump within three (3) work days of his/her layoff or bump, that employee will automatically be placed on the layoff list.
- 8. Bumping into a lower paying job classification within a classification series will automatically place the employee on his/her present step in the new job classification.
- 9. Vacated positions shall be treated as open positions and posted in accordance with posting procedures.
- 10. In the event of any layoff, the Board shall give the affected employee(s) and the Union at least fifteen (15) calendar days written notice prior to the effective date of the layoff.

41.2 Recall

- A. In filling vacancies which occur in a job classification series previously affected by a layoff, employees with the highest points in that classification shall be recalled in reverse order of layoff. In order to preserve his/her reinstatement rights, it is necessary that he/she keep the Board of Education Office informed of his/her current address. He/she will be notified by certified mail, return receipt requested, if a position becomes available. If he/she wishes to accept the position, he/she must notify the Board of Education Office of his/her acceptance in writing within five (5) working days of the date of receipt of the letter offering the position. If he/she fails to timely respond, the Board will assume that he/she has accepted other employment.

- B. A person on layoff shall maintain his/her recall rights for a period of two (2) years from the date of layoff.
- C. The following chart illustrates how the layoff procedure works:

	<u>Seniority Points</u>	<u>Hours</u>
1.	37	8
	35	6 - position affected
	33	8
	25	8
2.	34	8
	33	5
	30	8
	27	6
	23	8
	22	6
3.	21	5

(Seniority points take precedence over hours.)

ARTICLE 42: DRUG-FREE WORKPLACE

No employee shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in Federal and Ohio law in the workplace.

“Workplace” is the site for the performance of any work done in connection with the District. The workplace includes any District building, property, vehicles or Board-approved vehicle used to transport students to and from school or school activities (at other sites off District property) or any school-sponsored or District activity, event or function, such as a field trip or athletic event in which students are under the jurisdiction of District authorities.

As a condition of employment, each employee shall notify his/her supervisor, in writing, of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five days after such conviction.

Employees are given a copy of the standards of conduct and the statement of disciplinary sanctions and are notified that compliance with the standards of conduct is mandatory. Employees who violate the policy may be required to participate in a drug abuse assistance or rehabilitation program approved by the Board. Any employee affected by this policy who refuses or does not voluntarily participate in this program and/or has a positive result on a drug or alcohol test after participating in such program, shall be subject to disciplinary action up to and including termination.

Employees are provided the opportunity to participate in a drug-free awareness program to inform them of requirements, services and penalties.

A list of local drug and alcohol counseling (Substance Abuse Professional), rehabilitation and re-entry programs and services offered in the community is available to employees.

ARTICLE 43: LIABILITY INSURANCE

- 43.01 The Board and the Union agree that the purchase of liability insurance for members of the bargaining unit represented by the Union is a mandatory subject of bargaining in accordance with Chapter 4117 of the Ohio Revised Code. The parties further agree and authorize the employer to purchase and pay the full premium for liability insurance covering each bargaining unit member now or hereafter employed. Where such coverage is obtained, the Board will promptly provide the Union President with a copy of the policy, which shall include notice of the policy's effective date.
- 43.02 Upon the request of an OAPSE member, and with the concurrent approval of the OAPSE's insurance carrier and the liability insurance carrier obtained by the Board, the OAPSE liability insurance carrier shall provide primary coverage and designate local counsel to represent that member.
- 43.03 The member is required to cooperate fully with counsel designated by either the Board's liability insurance carrier or the liability insurance carrier provided by OAPSE or both.
- 43.04 The bargaining unit members shall promptly submit accident forms or other reports dealing with possible liability claims. In no event shall such reports or forms be submitted more than three (3) calendar days following an incident giving rise to a possible liability claim.

ARTICLE 44: SALARY AGREEMENT

44.1 Salary

There will be no salary increase for the duration of this Agreement and all steps will be frozen at levels existing at the end of the 2010-2011 contract year. Upon the resumption of steps, no employee will be permitted to move more than one step, i.e., there will be no "make-up" steps. Should the District pass a levy for new money prior to June 30, 2012, employees will receive a 2% base salary increase, for the second year of this Agreement; however, no vertical steps will be allowed in that year. Upon a resumption of vertical steps, only one year of experience will be granted, i.e., there will be no "make-up" steps.

ARTICLE 45: SUMMER SCHOOL TUITION

The Board will waive Summer School Tuition for those children of employees who attend Summer School during the school years covered by this Agreement.

ARTICLE 46: MILEAGE

According to Board Policy, employees who use their own vehicles for Board approved travel, will be reimbursed at the IRS rate.

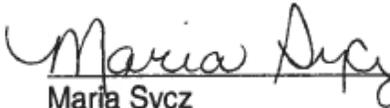
ARTICLE 47: DURATION

The term of this Agreement shall be from July 1, 2011 through June 30, 2013.

IN WITNESS WHEREOF, we have subscribed our names this 20th day of December, 2011.

North Ridgeville Board of Education

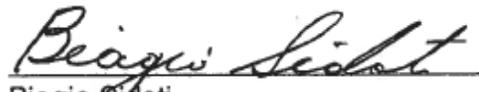
OAPSE AFSCME/AFL-CIO
Local 276



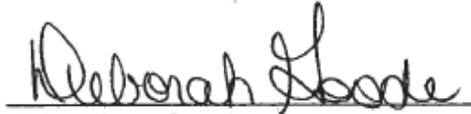
Maria Sycz
President



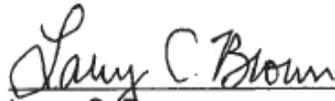
Paula R. Adam
President



Biagio Sidoti
Treasurer



Deborah A. Goode
Secretary



Larry C. Brown
Superintendent



Jayson Demagall
Field Representative

CONSENSUS STATEMENTS

During the collaborative and interest-based negotiations which led to a successor agreement for the period beginning July 1, 2008 through June 30, 2011, the Board and the OAPSE Local 276 reached consensus on the following non-contractual items:

1. The issue of tool and equipment requirements for custodial, maintenance and bus mechanics, including the need for a specific listing of appropriate tools and equipment for those positions, was deferred to the Labor Management Committee.
2. A joint committee comprised of members of the administration and OAPSE will be created in the 2008-2009 school year to review existing job descriptions for bargaining unit positions and to recommend revisions where necessary.
3. The parties agreed that in order to provide an effective and efficient transition to employees hired or moving to new positions, consideration will be given by each in an effort to provide transition training time (i.e., allowing the incoming employee to work with the outgoing incumbent).
4. Given the frequency of inclement weather and the potential for other calamities, the Superintendent and/or his/her designee shall endeavor to communicate the decision to close schools and/or cancel extra-curricular activities to all employees as expeditiously as possible. In this regard, efforts will be taken to delineate clear lines of communication from the Superintendent to the staff concerning closings, employee release and authorized departure times.
5. The Board and Local 276 agree that regular attendance by non-certificated employees is essential to providing an appropriate environment for student learning and each affirm their commitment to taking steps to enhance attendance and communicate to employees that regular attendance is critical to meeting the District's goals.
6. Local 276 agrees with the decision of the Board to prohibit smoking on all school grounds at all times. To this end, the Association will execute a Memorandum of Understanding to this effect if and when such policy is made applicable to all employees.
7. The parties acknowledged during negotiations that the nature and extent of the summer washing of school buses would be determined by the Board. However, consensus was reached that should the Board seek assistance with the bus washing, consideration would be given to employing interested transportation department employees first and then other interested bargaining unit members.
8. Productive and positive discussions occurred during the negotiation process regarding the numerous challenges faced by all in providing necessary services to children with special needs and/or those considered to be at risk. Primary to these discussions was the acute awareness and appreciation by all that federal and state laws, including the IDEIA and Section 504 of the Rehabilitation Act, and their accompanying regulations, provide significant and unambiguous mandates which the parties must recognize and respect when addressing the provision of a free and appropriate public education for identified students.

Although contract language was not altered, consensus formed around the following concepts:

- a. While the exact nature of services to children with identified disabilities are driven by individualized plans, each employee routinely interacting with such children needs to be provided with an awareness of their obligations under such plans as well as appropriate training necessary to meet the needs of such children.
- b. In addition, bargaining unit members routinely interacting with special needs children should be informed of the appropriate “chain of command” relative to any difficulties, issues or questions that might arise regarding such students.
- c. When a bargaining unit member’s responsibilities relative to a special needs child are to be implemented or materially altered, consideration will continue to be given to including such members in staffing meetings concerning such children.
- d. Regardless of whether children with special needs or at risk students have “labels,” bargaining unit members routinely interacting with such students should be apprised of appropriate information necessary to protect students’ health and safety while facilitating members in the appropriate dispatch of their position responsibilities.
- e. In the absence of intentional conduct or acts outside the course and scope of an individual’s employment, the parties acknowledged that bargaining unit members enjoy immunity from personal liability in circumstances when injuries or claims arise.
- f. In order to provide bargaining unit members with additional training, insight and awareness of the legal aspects of responding to the needs of children with disabilities, the Board agrees to arrange for persons with expertise to address bargaining unit members as a part of the District’s upcoming professional development planning.

APPENDIX A

ASSAULT LEAVE FORM

Name _____ Date _____

School _____

Assault leave has been taken in accordance with Division C Section IX of the Agreement between the Board and OAPSE. The Principal or Supervisor notified was _____.

A written statement embracing all facts was submitted on _____
_____ day(s) of assault leave was/were taken beginning on _____
_____, 20____, and ending on _____, 20_____

Medical attention _____ required.
(was/was not)

If medical attention was obtained, or if your leave was for more than five (5) days, the following information must be stated:

Name of Physician _____

Office Address _____

Nature of Disability _____

Duration of Disability _____

Employee Signature

Signature of Principal or Supervisor

Signature of Superintendent/Designee

APPENDIX B

EXPENSE REIMBURSEMENTS

File: DLC-R

The following regulations relate to travel and other types of reimbursable expenses:

1. **Travel/Conference Requests:** These should be submitted through the appropriate administrators to the Superintendent 30 days in advance.
2. **Transportation:** All modes of transportation will be authorized consistent with the requirements of the assignment and the efficient and economic conduct of official business. Travel will be by the most direct route.
 - A. **Public Conveyance:** Round-trip tickets should be purchased if these offer a price advantage.
 - B. **School-Owned Vehicle Use:** School-owned vehicles should be scheduled for school business whenever possible. Gasoline receipts for fuel purchased while on school business should include the school vehicle license plate number.
 - C. **Private Vehicles:** Reimbursement will be made at the per-mile rate approved by the Board. This is the maximum rate regardless of the number of passengers. Charges in reasonable amounts for parking, toll road and ferry charges are reimbursable. An operator of a personal automobile must have a valid driver's license and certification from an insurance carrier for liability insurance coverage.
 - D. **Local Transportation:** Local transportation such as taxicabs, airport limousines and buses may be used when justified. Justification must be given on the travel voucher.
 - E. **Car Rentals:** Rental cars may be used with prior approval of the Superintendent. In case of emergency, a written explanation must be provided to the Superintendent for his/her approval of expenses incurred.
 - F. **Unused Reservations:** Board funds will not be expended for unused reservations on common carriers, except when approved by the Superintendent.
3. **Subsistence**
 - A. **Lodging:** In those instances when a traveler obtains charging privileges at a hotel, the bill will be looked upon by the District as a private credit card transaction between the school employee and hotel. Reimbursement will be made to the individual for those expenses which are in accordance with the guidelines set forth in this policy and the individual will be solely responsible for making payment directly to the hotel. The District will not make payment to a hotel for items charged by an employee while traveling.

- B. Meals:** Meals will be reimbursed 100% with receipts and up to \$20 per day without receipts.

Breakfast	\$ 4.00
Lunch	\$ 6.00
Dinner	\$10.00

- C. Luncheon or Dinner Meetings:** Reimbursement may be claimed for costs incurred while on official business conducted at luncheon or dinner meetings.

4. Other Reimbursable Expense

- A. Telephone, Fax and Postage:** Telephone toll calls from or to the District must be charged to the District office, thereby eliminating a claim on an expense voucher. Calls other than from or to the District and telegrams should be charged whenever possible to the District. If an expense for telephone, fax, postage or certified or registered mail must be paid in cash, the claim may be made on an expense voucher as a miscellaneous expense. An explanation must be given, such as the origin and destination of the call. A receipt should be obtained when practicable.
- B. Conference Registration Fees:** Conference and convention registration fees are reimbursable as a miscellaneous expense on the travel expense voucher.

5. Expense Voucher and Receipts

Reimbursement for expense is obtained by submitting an expense voucher within 10 days after the month in which the expense was incurred. Vouchers submitted later are subject to delays in payments.

The original and one copy, both signed, are required.

- A. Attachments to Expense Voucher:** Receipts are required for cash expenditures for travel by public conveyance, local transportation, parking, toll bridge, ferry charges and convention registration fees.

(Approval date: December 19, 2000)

APPENDIX D

CLASSIFIED EMPLOYEES' SALARY SCHEDULE											
2011-12	Bus. Dr.	Bus Aid	Mechanic	Custodial A	Custodial B	Cleaner A	Cleaner B	Tradesmen	Maintenance	Gen. Maint.	Security
Base	A	B	A	A	B	A	B	A	A	B	A
1	12.75	9.78	17.73	12.23	11.91	10.16	9.81	17.73	17.73	12.60	10.34
2	13.07	10.11	18.08	12.58	12.23	10.49	10.15	18.08	18.08	12.96	10.68
3	13.40	10.45	18.40	12.91	12.58	10.83	10.48	18.40	18.40	13.30	11.00
4	13.74	10.77	18.75	13.27	12.91	11.18	10.82	18.75	18.75	13.63	11.33
5	14.34	11.37	19.33	13.86	13.52	11.76	11.41	19.33	19.33	14.23	11.93
6	14.66	11.70	19.67	14.18	13.86	12.08	11.75	19.67	19.67	14.54	12.28
7	15.00	12.04	20.02	14.51	14.18	12.42	12.07	20.01	20.01	14.89	12.61
8	15.32	12.37	20.34	14.86	14.51	12.77	12.40	20.34	20.34	15.21	12.95
9	15.81	12.85	20.82	15.33	15.01	13.25	12.89	20.82	20.82	15.70	13.43
10	16.78	13.82	21.77	16.31	15.96	14.20	13.86	21.77	21.77	16.68	14.42
11	16.78	13.82	21.77	16.31	15.96	14.20	13.86	21.77	21.77	16.68	14.42
12	16.78	13.82	21.77	16.31	15.96	14.20	13.86	21.77	21.77	16.68	14.42
13	16.78	13.82	21.77	16.31	15.96	14.20	13.86	21.77	21.77	16.68	14.42
14	16.93	13.97	21.92	16.46	16.11	14.35	14.01	21.92	21.92	16.83	14.57
15	16.93	13.97	21.92	16.46	16.11	14.35	14.01	21.92	21.92	16.83	14.57
16	16.93	13.97	21.92	16.46	16.11	14.35	14.01	21.92	21.92	16.83	14.57
17	16.93	13.97	21.92	16.46	16.11	14.35	14.01	21.92	21.92	16.83	14.57
18	16.93	13.97	21.92	16.46	16.11	14.35	14.01	21.92	21.92	16.83	14.57
19	17.13	14.17	22.12	16.66	16.31	14.55	14.21	22.12	22.12	17.03	14.77
20	17.13	14.17	22.12	16.66	16.31	14.55	14.21	22.12	22.12	17.03	14.77
21	17.13	14.17	22.12	16.66	16.31	14.55	14.21	22.12	22.12	17.03	14.77
22	17.13	14.17	22.12	16.66	16.31	14.55	14.21	22.12	22.12	17.03	14.77
23	17.13	14.17	22.12	16.66	16.31	14.55	14.21	22.12	22.12	17.03	14.77
24	17.33	14.37	22.32	16.86	16.51	14.75	14.41	22.32	22.32	17.23	14.97
25	17.33	14.37	22.32	16.86	16.51	14.75	14.41	22.32	22.32	17.23	14.97
26	17.33	14.37	22.32	16.86	16.51	14.75	14.41	22.32	22.32	17.23	14.97
27	17.33	14.37	22.32	16.86	16.51	14.75	14.41	22.32	22.32	17.23	14.97
28	17.33	14.37	22.32	16.86	16.51	14.75	14.41	22.32	22.32	17.23	14.97
29	17.33	14.37	22.32	16.86	16.51	14.75	14.41	22.32	22.32	17.23	14.97
30	17.33	14.37	22.32	16.86	16.51	14.75	14.41	22.32	22.32	17.23	14.97

APPENDIX D

CLASSIFIED EMPLOYEES' SALARY SCHEDULE										
2011-12	Food Service A	Food Service B	Food Service C	Para Aide A	Para Aux A/B	Para Media A	Para Media B	Secretary A	Secretary B	
Base	Longev.	A	B	C	A	A/B	A	B	A	B
1		11.19	9.87	9.56	10.49	9.78	11.03	10.65	11.87	11.49
2		11.54	10.20	9.91	10.82	10.11	11.03	10.99	12.19	11.81
3		11.86	10.52	10.23	11.17	10.45	11.70	11.32	12.54	12.15
4		12.18	10.86	10.58	11.51	10.77	12.05	11.66	12.87	12.48
5	0.25	12.78	11.45	11.15	12.08	11.37	12.62	12.24	13.44	13.07
6	0.25	13.11	11.80	11.48	12.41	11.70	12.95	12.58	13.81	13.40
7	0.25	13.43	12.12	11.83	12.76	12.04	13.30	12.91	14.11	13.75
8	0.25	13.80	12.44	12.15	13.09	12.37	13.62	13.26	14.46	14.07
9	0.40	14.25	12.94	12.62	13.56	12.85	14.12	13.73	14.97	14.55
10	0.40	15.23	13.93	13.60	14.54	13.82	15.09	14.70	15.92	15.53
11	0.40	15.23	13.93	13.60	14.54	13.82	15.09	14.70	15.92	15.53
12	0.40	15.23	13.93	13.60	14.54	13.82	15.09	14.70	15.92	15.53
13	0.40	15.23	13.93	13.60	14.54	13.82	15.09	14.70	15.92	15.53
14	0.55	15.38	14.08	13.75	14.69	13.97	15.24	14.85	16.07	15.68
15	0.55	15.38	14.08	13.75	14.69	13.97	15.24	14.85	16.07	15.68
16	0.55	15.38	14.08	13.75	14.69	13.97	15.24	14.85	16.07	15.68
17	0.55	15.38	14.08	13.75	14.69	13.97	15.24	14.85	16.07	15.68
18	0.55	15.38	14.08	13.75	14.69	13.97	15.24	14.85	16.07	15.68
19	0.75	15.58	14.28	13.95	14.89	14.17	15.44	15.05	16.27	15.88
20	0.75	15.58	14.28	13.95	14.89	14.17	15.44	15.05	16.27	15.88
21	0.75	15.58	14.28	13.95	14.89	14.17	15.44	15.05	16.27	15.88
22	0.75	15.58	14.28	13.95	14.89	14.17	15.44	15.05	16.27	15.88
23	0.75	15.58	14.28	13.95	14.89	14.17	15.44	15.05	16.27	15.88
24	0.95	15.78	14.48	14.15	15.09	14.37	15.64	15.25	16.47	16.08
25	0.95	15.78	14.48	14.15	15.09	14.37	15.64	15.25	16.47	16.08
26	0.95	15.78	14.48	14.15	15.09	14.37	15.64	15.25	16.47	16.08
27	0.95	15.78	14.48	14.15	15.09	14.37	15.64	15.25	16.47	16.08
28	0.95	15.78	14.48	14.15	15.09	14.37	15.64	15.25	16.47	16.08
29	0.95	15.78	14.48	14.15	15.09	14.37	15.64	15.25	16.47	16.08
30	0.95	15.78	14.48	14.15	15.09	14.37	15.64	15.25	16.47	16.08

APPENDIX D

CLASSIFIED EMPLOYEES' SALARY SCHEDULE																						
2012-13	Bus. Dr.		Bus Aid		Mechanic		Custodial A		Custodial B		Cleaner A		Cleaner B		Tradesmen		Maintenance		Gen. Maint.		Security	
Base	Longev.	A	B	A	B	A	B	A	B	A	B	A	B	A	B	A	B	A	B	A	B	A
1	0.25	12.75	9.78	17.73	12.23	11.91	10.16	17.73	12.60	10.34	10.16	9.81	17.73	17.73	12.60	10.34	10.16	9.81	17.73	17.73	12.60	10.34
2	0.25	13.07	10.11	18.08	12.58	12.23	10.49	18.08	12.58	10.68	10.49	10.15	18.08	18.08	12.96	10.68	10.49	10.15	18.08	18.08	12.96	10.68
3	0.25	13.40	10.45	18.40	12.91	12.58	10.83	18.40	12.91	11.00	10.83	10.48	18.40	18.40	13.30	11.00	10.83	10.48	18.40	18.40	13.30	11.00
4	0.25	13.74	10.77	18.75	13.27	12.91	11.18	18.75	13.27	11.33	11.18	10.82	18.75	18.75	13.63	11.33	11.18	10.82	18.75	18.75	13.63	11.33
5	0.25	14.34	11.37	19.33	13.86	13.52	11.76	19.33	13.86	11.93	11.76	11.41	19.33	19.33	14.23	11.93	11.76	11.41	19.33	19.33	14.23	11.93
6	0.25	14.66	11.70	19.67	14.18	13.86	12.08	19.67	14.18	12.28	12.08	11.75	19.67	19.67	14.54	12.28	12.08	11.75	19.67	19.67	14.54	12.28
7	0.25	15.00	12.04	20.02	14.51	14.18	12.42	20.02	14.51	12.61	12.42	12.07	20.02	20.02	14.89	12.61	12.42	12.07	20.02	20.02	14.89	12.61
8	0.25	15.32	12.37	20.34	14.86	14.51	12.77	20.34	14.86	12.95	12.77	12.40	20.34	20.34	15.21	12.95	12.77	12.40	20.34	20.34	15.21	12.95
9	0.40	15.81	12.85	20.82	15.33	15.01	13.25	20.82	15.33	13.43	13.25	12.89	20.82	20.82	15.70	13.43	13.25	12.89	20.82	20.82	15.70	13.43
10	0.40	16.78	13.82	21.77	16.31	15.96	14.20	21.77	16.31	14.42	14.20	13.86	21.77	21.77	16.68	14.42	14.20	13.86	21.77	21.77	16.68	14.42
11	0.40	16.78	13.82	21.77	16.31	15.96	14.20	21.77	16.31	14.42	14.20	13.86	21.77	21.77	16.68	14.42	14.20	13.86	21.77	21.77	16.68	14.42
12	0.40	16.78	13.82	21.77	16.31	15.96	14.20	21.77	16.31	14.42	14.20	13.86	21.77	21.77	16.68	14.42	14.20	13.86	21.77	21.77	16.68	14.42
13	0.40	16.78	13.82	21.77	16.31	15.96	14.20	21.77	16.31	14.42	14.20	13.86	21.77	21.77	16.68	14.42	14.20	13.86	21.77	21.77	16.68	14.42
14	0.55	16.93	13.97	21.92	16.46	16.11	14.35	21.92	16.46	14.57	14.35	14.01	21.92	21.92	16.83	14.57	14.35	14.01	21.92	21.92	16.83	14.57
15	0.55	16.93	13.97	21.92	16.46	16.11	14.35	21.92	16.46	14.57	14.35	14.01	21.92	21.92	16.83	14.57	14.35	14.01	21.92	21.92	16.83	14.57
16	0.55	16.93	13.97	21.92	16.46	16.11	14.35	21.92	16.46	14.57	14.35	14.01	21.92	21.92	16.83	14.57	14.35	14.01	21.92	21.92	16.83	14.57
17	0.55	16.93	13.97	21.92	16.46	16.11	14.35	21.92	16.46	14.57	14.35	14.01	21.92	21.92	16.83	14.57	14.35	14.01	21.92	21.92	16.83	14.57
18	0.55	16.93	13.97	21.92	16.46	16.11	14.35	21.92	16.46	14.57	14.35	14.01	21.92	21.92	16.83	14.57	14.35	14.01	21.92	21.92	16.83	14.57
19	0.75	17.13	14.17	22.12	16.66	16.31	14.55	22.12	16.66	14.77	14.55	14.21	22.12	22.12	17.03	14.77	14.55	14.21	22.12	22.12	17.03	14.77
20	0.75	17.13	14.17	22.12	16.66	16.31	14.55	22.12	16.66	14.77	14.55	14.21	22.12	22.12	17.03	14.77	14.55	14.21	22.12	22.12	17.03	14.77
21	0.75	17.13	14.17	22.12	16.66	16.31	14.55	22.12	16.66	14.77	14.55	14.21	22.12	22.12	17.03	14.77	14.55	14.21	22.12	22.12	17.03	14.77
22	0.75	17.13	14.17	22.12	16.66	16.31	14.55	22.12	16.66	14.77	14.55	14.21	22.12	22.12	17.03	14.77	14.55	14.21	22.12	22.12	17.03	14.77
23	0.75	17.13	14.17	22.12	16.66	16.31	14.55	22.12	16.66	14.77	14.55	14.21	22.12	22.12	17.03	14.77	14.55	14.21	22.12	22.12	17.03	14.77
24	0.95	17.33	14.37	22.32	16.86	16.51	14.75	22.32	16.86	14.97	14.75	14.41	22.32	22.32	17.23	14.97	14.75	14.41	22.32	22.32	17.23	14.97
25	0.95	17.33	14.37	22.32	16.86	16.51	14.75	22.32	16.86	14.97	14.75	14.41	22.32	22.32	17.23	14.97	14.75	14.41	22.32	22.32	17.23	14.97
26	0.95	17.33	14.37	22.32	16.86	16.51	14.75	22.32	16.86	14.97	14.75	14.41	22.32	22.32	17.23	14.97	14.75	14.41	22.32	22.32	17.23	14.97
27	0.95	17.33	14.37	22.32	16.86	16.51	14.75	22.32	16.86	14.97	14.75	14.41	22.32	22.32	17.23	14.97	14.75	14.41	22.32	22.32	17.23	14.97
28	0.95	17.33	14.37	22.32	16.86	16.51	14.75	22.32	16.86	14.97	14.75	14.41	22.32	22.32	17.23	14.97	14.75	14.41	22.32	22.32	17.23	14.97
29	0.95	17.33	14.37	22.32	16.86	16.51	14.75	22.32	16.86	14.97	14.75	14.41	22.32	22.32	17.23	14.97	14.75	14.41	22.32	22.32	17.23	14.97
30	0.95	17.33	14.37	22.32	16.86	16.51	14.75	22.32	16.86	14.97	14.75	14.41	22.32	22.32	17.23	14.97	14.75	14.41	22.32	22.32	17.23	14.97

APPENDIX D

CLASSIFIED EMPLOYEES' SALARY SCHEDULE										
2012-13 Base	Longev.	Food Service A A	Food Service B B	Food Service C C	Para Aide A A	Para Aux A/B A/B	Para Media A A	Para Media B B	Secretary A A	Secretary B B
Base		11.19			10.49		11.03		11.87	
1		11.19	9.87	9.56	10.49	9.78	11.03	10.65	11.87	11.49
2		11.54	10.20	9.91	10.82	10.11	11.36	10.99	12.19	11.81
3		11.86	10.52	10.23	11.17	10.45	11.70	11.32	12.54	12.15
4		12.18	10.86	10.58	11.51	10.77	12.05	11.66	12.87	12.48
5	0.25	12.78	11.45	11.15	12.08	11.37	12.62	12.24	13.44	13.07
6	0.25	13.11	11.80	11.48	12.41	11.70	12.95	12.58	13.81	13.40
7	0.25	13.43	12.12	11.83	12.76	12.04	13.30	12.91	14.11	13.75
8	0.25	13.80	12.44	12.15	13.09	12.37	13.62	13.26	14.46	14.07
9	0.40	14.25	12.94	12.62	13.56	12.85	14.12	13.73	14.97	14.55
10	0.40	15.23	13.93	13.60	14.54	13.82	15.09	14.70	15.92	15.53
11	0.40	15.23	13.93	13.60	14.54	13.82	15.09	14.70	15.92	15.53
12	0.40	15.23	13.93	13.60	14.54	13.82	15.09	14.70	15.92	15.53
13	0.40	15.23	13.93	13.60	14.54	13.82	15.09	14.70	15.92	15.53
14	0.55	15.38	14.08	13.75	14.89	13.97	15.24	14.85	16.07	15.68
15	0.55	15.38	14.08	13.75	14.89	13.97	15.24	14.85	16.07	15.68
16	0.55	15.38	14.08	13.75	14.89	13.97	15.24	14.85	16.07	15.68
17	0.55	15.38	14.08	13.75	14.89	13.97	15.24	14.85	16.07	15.68
18	0.55	15.38	14.08	13.75	14.89	13.97	15.24	14.85	16.07	15.68
19	0.75	15.58	14.28	13.95	14.89	14.17	15.44	15.05	16.27	15.88
20	0.75	15.58	14.28	13.95	14.89	14.17	15.44	15.05	16.27	15.88
21	0.75	15.58	14.28	13.95	14.89	14.17	15.44	15.05	16.27	15.88
22	0.75	15.58	14.28	13.95	14.89	14.17	15.44	15.05	16.27	15.88
23	0.75	15.58	14.28	13.95	14.89	14.17	15.44	15.05	16.27	15.88
24	0.95	15.78	14.48	14.15	15.09	14.37	15.64	15.25	16.47	16.08
25	0.95	15.78	14.48	14.15	15.09	14.37	15.64	15.25	16.47	16.08
26	0.95	15.78	14.48	14.15	15.09	14.37	15.64	15.25	16.47	16.08
27	0.95	15.78	14.48	14.15	15.09	14.37	15.64	15.25	16.47	16.08
28	0.95	15.78	14.48	14.15	15.09	14.37	15.64	15.25	16.47	16.08
29	0.95	15.78	14.48	14.15	15.09	14.37	15.64	15.25	16.47	16.08
30	0.95	15.78	14.48	14.15	15.09	14.37	15.64	15.25	16.47	16.08

APPENDIX B
NORTH RIDGEVILLE CITY SCHOOL DISTRICT
412 CERTIFICATE

(Sections 5705.41, 5705.412 and 5706.44 of the Revised Code)

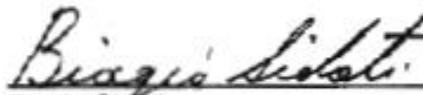
RE: Classified Contract

The undersigned, Treasurer of the Board of Education of the North Ridgeville City School District, Ohio certifies that the money required to meet the obligations of the Board during Fiscal Year 2011 and 2012 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the processes of collection to the credit of an appropriate fund, free from any previous encumbrances.

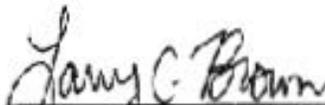
The undersigned, Treasurer and President of the Board of Education of the North Ridgeville City School District, Ohio and the Superintendent of Schools of the North Ridgeville City School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5706.412 and 5705.44 of the Revised Code.

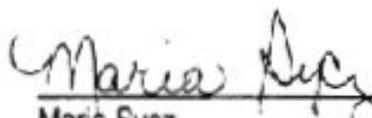
Dated December 20, 2011



Biagio Spoti
Treasurer, Board of Education
North Ridgeville City School District, Ohio



Larry C. Brown
Superintendent of Schools
North Ridgeville City School District, Ohio



Maria Sycz
President, Board of Education
North Ridgeville City School District, Ohio