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CONTRACT BETWEEN THE FAIRVIEW PARK BOARD OF EDUCATION
AND
THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL 304

TERMINATES JULY 31, 2016

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ARTICLE I – PREAMBLE

- 1.1 The Contract made and entered into by and between the Board of Education of the Fairview Park City School District, hereinafter referred to as the Board, and the Ohio Association of Public School Employees, and its Local 304, hereinafter referred to as the Association, constitutes an agreement between the parties. This Agreement shall be in effect from August 1, 2013 to July 31, 2016, and shall supersede any and all prior agreements between the Board and OAPSE.

ARTICLE II – RECOGNITION

- 2.1 The Board recognizes the Ohio Association of Public School Employees, AFSCME, AFL-CIO and its affiliate, OAPSE Local #304, hereinafter referred to as the “Union and/or Association”, as the sole and exclusive representative of its employees, regularly scheduled, full- and part-time, in the following classifications, for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment:

School Secretaries	Utility Person(s)
Library Aides	Cafeteria Personnel
Teacher/Educational Aides	Transportation (Bus Drivers)
Monitors	Cleaners/Sweepers
Custodians	Physical Plant Maintenance
Maintenance	Library Technician
Custodial Maintenance Foreman	

Excluded: All Other Employees

- 2.2 If the Board establishes a new job classification which is well-related to the Association’s bargaining unit, such new classification/position shall, due to the nature of the work and its close proximity to the classified positions, be rightfully included in the bargaining unit. Should questions arise concerning the placement of the new classification/position in the bargaining unit, such position shall be submitted to the labor/management committee for resolution. Failure to resolve the issue shall result in it being placed at level three of the grievance procedure.

Before a new position is announced and posted, the job title, classification, hours of employment and compensation structure will be mutually agreed upon by the Union and Board. If an agreement cannot be reached, the position will not be created.

ARTICLE III – NEGOTIATION PROCEDURES

Structure of Negotiating Teams

- 3.1 The negotiating team representing the Association shall consist of no more than four persons. One member of the team need not be an employee of the Board, but all others shall be employees of the Board and also be members of the recognized Association.
- 3.2 The negotiating team representing the Fairview Park Board of Education shall consist of not more than four persons. One member of the team need not be an employee of the Board, but all others shall be administrators employed by the Board.
- 3.3 Each team is allowed to have one observer. This observer must be an employee of the Board or a member of the Board of Education. This observer is not allowed to speak during the negotiation process to any member of either team or in any way interfere or distract from the procedures. The chairman of either team may request that the observer leave the room.

Negotiating Procedures

- 3.4 Negotiations in the school district shall be initiated within fifteen (15) days after the Association or Board requests such in writing. Except by mutual agreement, these negotiations shall not begin earlier than one hundred twenty (120) days nor less than sixty (60) days before expiration of an existing agreement. Such negotiations shall be completed within sixty (60) days of the date of the initial meeting unless extended by mutual agreement.
- 3.5 At the first negotiations session, the Association and the Board shall submit in writing all of its proposals for negotiations. Thereafter, neither party shall be permitted to submit additional items unless agreed by both parties.
- 3.6 Each proposal submitted by either party shall specify in detail that to which agreement is sought and which, if agreed to by the other party, would constitute the whole agreement between the parties with respect thereto. Topical listings of items proposed for negotiations shall not be acceptable.
- 3.7 All issues which are tentatively agreed to by both parties shall become part of the total agreement to be recommended for ratification by both parties.
- 3.8 The Board and the Association reserve the right to inform their respective groups of the progress in negotiations.
- 3.9 At any point in the negotiations, a mutually agreed upon, jointly written statement may be prepared and, by mutual agreement, disseminated to members of the Association and the Board.
- 3.10 While discussions are in progress, no information shall be released to news media without the approval of both groups. Both parties may release information to the media once impasse is declared.

Ratification of Negotiated Contract

- 3.11 If the negotiating teams representing the Board and the Association reach agreement upon the matters under negotiation, the contract shall be submitted to the members of the Association for consideration and, if ratified by said Association, shall be submitted to the Board for ratification, which may adopt a resolution setting forth the agreement, including its terms and conditions and the length of time the contract shall be in effect. The adopted contract shall be signed by the representative of the Association and the Board, and shall be binding on both parties.
- 3.12 If the parties do not reach full agreement within the period specified in this Article (or such greater length of time as the parties may mutually agree), either party may declare the unresolved items to be at impasse.
- 3.13 Within ten (10) days after a declaration of impasse, the parties shall jointly ask the Federal Mediation and Conciliation Service to furnish the services of a mediator for the purpose of assisting the parties in reaching agreement. Mediation shall continue until a successor agreement is reached. However, the Union retains the right to issue a ten-day strike notice.
- 3.14 The negotiation procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code, which statutory time limits and procedure are hereby mutually waived. Mediation, as described in Section 3.13 of this Article constitutes the parties' mutually agreed upon, final and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike provided that the procedures herein have been followed, mediation has been attempted and failed, the collective bargaining agreement has expired, and the Association has given the Board and the State Employment Relations Board a ten-day written notice of intent to strike.

3.15 Time Schedule – For the purpose of this Article, days shall be calendar days.

ARTICLE IV – RIGHTS AND POWERS OF THE BOARD

4.1 The Board is recognized by the Association as having all rights, powers and authority Pursuant to O.R.C. 4117.08 to establish policy, rules, regulations and procedures as are deemed necessary to govern, manage and direct the operations of the school district. The exercise of these rights, powers and authority is limited only by the specific and expressed terms of this Contract.

ARTICLE V – ASSOCIATION AND EMPLOYEE RIGHTS

5.1 The Board and the Association agree that every employee shall have the right to freely organize, join and support the Association, or refrain from such. The Board agrees that it will not discriminate against any employee with respect to wages, hours, and conditions of employment by reason of their membership or participation in any legal activity of the Association or the institution of any grievance with respect to the terms of this Contract.

5.2 The Association or any committee thereof may use school facilities and equipment with the permission of the Superintendent or his designee, when such facilities or equipment shall be used for Association business only. When a custodian is on duty, the buildings may be utilized without cost to the Association. At all other times the Association may use the buildings according to the regulations established by the Board at the Association's expense.

5.3 The Association shall not be permitted to establish an office in a school facility but may keep a locked file for its records in such facility.

5.4 Supplies necessary for the use of the equipment shall be furnished by the Association.

5.5 Building principals shall designate a bulletin board or space in each building for the general use of Association officers.

5.6 The Association or a committee thereof shall be authorized to use school mailboxes for business of the Association.

5.7 The Superintendent shall have the authority to release employees to attend OAPSE meetings without loss of pay, up to a maximum total of nine (9) workdays per school year for all members of the Association combined. The President shall submit the names of those who will attend the meetings listed below at least two (2) weeks in advance.

A. Annual conference – Two (2) duly-elected delegates up to three (3) days each.

B. District Meeting – The Board will allow four (4) members to attend.

5.8 Unless specifically approved by the Superintendent or his designee, no more than one employee from each classification listed below may be excused from work to attend local, district or state Association meeting. The classifications for the purpose of this Article are maintenance and custodian, grounds person and utility person, sweeper, secretary, library clerk, cafeteria, aides, monitors, security, transportation, and all others.

5.9 All expenses of members shall be paid by the employee or the local affiliated OAPSE Local 304. The Board shall pay the substitute cost, if any.

5.10 Non-employee representatives of the Association may enter the premises of any Board-owned and operated facility between the hours of 6:30 AM and 10:00 PM, if the facility is occupied by an employee, provided that they notify the Board Office in person or by telephone and report their presence to the building office. Such visits shall not interfere with the Board's programs or public mission.

The OAPSE President and/or Grievance Chairperson shall be allowed reasonable time to attend Association duties and to meet with the membership concerning grievances or complaints during regular business hours, without loss of pay, except that such time shall be limited to no more than one (1) hour per grievance or complaint, unless such grievance is submitted to arbitration. Prior notice should be given to appropriate supervisors and a record is to be kept of the lost time by employees.

The Association Building Representative shall be allowed reasonable access to membership in the building he/she is assigned to represent.

The Association will provide a list of all officers and building representatives of the Board at the time they take office but at least on an annual basis.

ARTICLE VI – CONTINUOUS PERFORMANCE PLEDGE

6.1 The Association shall not sanction or authorize a strike, slowdown or work stoppage for the duration of this Contract.

ARTICLE VII – EQUAL TREATMENT

7.1 All bargaining unit employees shall receive fair and equitable treatment.

ARTICLE VIII – NON-DISCRIMINATION

8.1 Both the employer and the union recognize their respective responsibilities under Federal and State Civil Rights Laws, Fair Employment Practice Acts, and other similar constitutional and statutory requirements, not to discriminate in any unlawful manner relating to employment on the basis of race, color, creed, national origin, age, sex, or disability. If any individual believes he/she has been discriminated against in any matter, it must be reported to his/her immediate Supervisor, in writing, within thirty (30) days.

ARTICLE IX – GRIEVANCE PROCEDURE

9.1 A grievance is defined as follows:

Type I – An allegation that there has been a violation, misinterpretation or misapplication of this Contract.

Type II - An allegation that there has been a violation, misinterpretation or misapplication of personnel policies of the Board. A Type II grievance may be processed only as far as the Superintendent (Step 2).

9.2 An individual employee, group of employees and/or the Association may file a grievance when there is alleged to be a violation of, or misapplication or misinterpretation, of this Contract. Individual employees may file a grievance concerning the application or discipline, for failure to discipline in a progressive/corrective manner and for the application of discipline without just cause. “Just cause” is defined as a reasonable belief by the supervisor or administrator that a violation has taken place. Grievances which arise for alleged break of established personnel policies shall be filed in accordance with the restrictions specified in Section 9.1 of this Article.

9.3 Informal Procedure

When a grievance arises, the person(s) and/or the Association should first discuss the problem with the person directly involved, generally the principal or supervisor, within ten (10) calendar days of when the grievant knew or should have known of the alleged violation. If the problem is not settled satisfactorily, the employee is to discuss it with the next immediate supervisor or the Superintendent of Schools. The objective of all parties is to resolve the matter quickly in an informal manner at the lowest possible level.

9.4 Formal Procedure

If the grievance is not settled satisfactorily through the informal procedure, then the formal procedure should be followed:

- A. All formal grievances must be filed in writing stating specifically and in detail the Article of this Contract and/or the personnel policies of the Board of Education which have allegedly been violated, the specific violation and the corrective action requested. The date and approximate time of the informal discussion, together with the name of the supervisor or administrator involved in the informal discussion, should be provided on the written formal grievance. The written formal grievance must be as whole and complete by submission of the same at the first step of the formal grievance procedure as possible, based upon the facts known at the time of the formal submission, and cannot be added to or modified after the initial submission, except that the discovery of new facts or information may be the basis of a modification in the grievance filed with the Superintendent. Forms for the filing of formal grievances will be provided through the Board of the Association.
- B. Step 1: If a grievance is not settled satisfactorily through the informal procedure, the grievant or the Association may file a written grievance with the person directly involved, generally the principal or supervisor, who will arrange a meeting with the grievant within three (3) school days and respond with a decision in writing within three (3) school days after the meeting. The grievant may be accompanied by another Association member or an elected or assigned Association representative.
- C. Step 2: If the grievance is not resolved, or if no decision is received within three (3) school days, the grievant or the Association shall file, within six (6) school days, the written grievance with the Superintendent of Schools. The Superintendent will arrange a meeting with the grievant within six (6) school days after receipt of the grievance; respond with a decision and the reasons in writing within six (6) school days after the meeting. The grievant may be accompanied by an OAPSE representative and the Superintendent may have an individual in attendance at the meeting.
- D. Step 3: If the grievant or Association is not satisfied or if no decision is reached within six (6) school days, the grievant may file a written request with the American Arbitration Association, with a copy to the Superintendent, requesting AAA to submit a list of seven impartial arbitrators. Upon receipt of such list, the Board and the Association shall alternately strike names from the list until one ultimately is chosen an arbitrator. The first to strike a name shall be determined by flip of a coin. Either party has the right to request a second list.
- E. A terminated, non-probationary employee may appeal his termination to binding arbitration if, and only if, after consulting with independent legal counsel, the employee executes an agreement and release providing that, in consideration of the Board's agreement to submit the termination issue to binding arbitration, the employee agrees to waive any and all appeals, charges, claims or suits against the Board, its members, officers, agents and employees, growing out of or resulting from his employment with the Board, including appeals, charges, claims or suits under the laws and constitutions of the United States and of the State of Ohio and the member further agrees not to file or pursue any such appeals, claims or suits. Any employee who decides not to enter into this voluntary waiver retains any and all appeal rights provided by law but has no right to appeal to binding arbitration.
- F. An employee who wishes to maintain a claim of unlawful discrimination before a federal or state agency or appropriate court may elect to do so; however, any such claim may not also be made to the Arbitrator.
- G. The Arbitrator shall be empowered only to base his decision upon a specific section of this Contract and shall have no power to add to, subtract from or modify this Contract or policies, rules or regulations of the Board of Education.

- H. The decision of the Arbitrator, if rendered within and in accordance with the above-stated power, shall be final and binding on the Association, its members, employee or employees involved, and the Board.
 - I. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association.
 - J. The Association has the right to be present at the adjustment.
- 9.5 Time periods specified shall be maximums unless extended by mutual agreement. In the event a grievance is filed after May 15th in any school year and strict adherence to the time limits may result in hardship to any party, the grievance shall be processed prior to the end of the school year or as soon thereafter as possible. By mutual consent, the grievance procedure may be delayed during the summer vacation and resumed within the first week of the new school year.
 - 9.6 The fact that a grievance has been filed shall not be recorded in the employee's personnel file nor used in the transfer, assignment or promotion process.
 - 9.7 Nothing contained in this 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.
 - 9.8 Any employee who has a grievance as defined in this Article must file the grievance within ten (10) days of its occurrence or forever lose his right to grieve the matter or take any further action. No action can be filed in any court of law, labor relations board, civil service commission, or state or federal agency on matters which may be grieved, as defined in this Article, until after the grievance procedure has been completed, and only if the action filed deals entirely with a claim of a violation of the grievant Constitutional Rights.
 - 9.9 For the purpose of this Article, days shall be school days. As used in this Article, school days shall mean only days when students are actually in attendance. If the time periods extend into the summer vacation, then school days shall mean weekdays during the vacation.
 - 9.10 Upon presentation of a written grievance under this Article, the intent of the parties shall be that the Board's representative will answer the grievance in writing within the timeframes stipulated herein. If the grievance is filed with the correct party, and the individual who receives the grievance is present in the school system for the total number of complete days stipulated, then failure to conduct a hearing and to render a written decision at any step of this grievance procedure shall cause the grievance to be automatically moved to the next step in the grievance procedure. If the Board's representative is not present at work for any reasons, the days he is present will be accumulated to determine the timeframes.

ARTICLE X – PAY PROCEDURES

- 10.1 Employees shall be paid using the same pay dates as the district's teachers. All OAPSE employees may have their salary spread out over 12 months if they choose, through an automatic pay withdraw into a savings account. The withdrawn funds to the savings account shall be determined by the employee. Each pay period, employees will receive pay for all hours worked the prior pay period, or employees may have the option to have their regular pay divided equally and paid over the entire year, but only if an employee works at least 225 days per year. If scheduled payday falls on a school calendar holiday, checks shall be distributed on the scheduled workday next preceding the holiday. All pay shall be by mandatory direct deposit.
- 10.2 Payroll deductions shall be made from each pay for the following:
 - Federal, State and city income taxes;
 - School Employees Retirement System;
 - Tax-sheltered annuities;
 - Other deductions required by law.

- 10.3 The following payroll deduction options and such others as are permitted by the Treasurer or negotiated and covered under the Agreement are available to all members of the classified staff and shall be made, or changes made, beginning in the month or months indicated:
- A. Dues to the Ohio Association of Public School Employees as certified by OAPSE State Treasurer in conjunction with the local treasurer shall be deducted in fourteen (14) consecutive pays, beginning with the first pay in October.
 - B. Life insurance for full-time employees
 - C. Income protection insurance
 - D. Contribution to an employee credit union.
 - E. United Way of Greater Cleveland (\$2.00 monthly minimum)
 - F. U.S. Savings Bonds (issued quarterly)
 - G. Cancer insurance for full-time employees
 - H. 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 a 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.
- 10.4 The Board agrees to deduct from the wages of employees for the payment of dues to the Ohio Association of Public School Employees (OAPSE) and the Chapter upon presentation of a written authorization individually executed by an employee together with a written certification of the amount of dues and the collection period if submitted after September 15.
- 10.5 Association dues, as certified by the treasurer of the Association annually by September 15th, shall be deducted according to the roster of members submitted by the Association treasurer to the Fairview Park Board of Education. Monthly dues shall be forwarded to the State Association.
- 10.6 Individual authorization forms agreed upon by the Treasurer of the Board and OAPSE #304 shall be furnished by the local union.
- 10.7 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board.
- 10.8 Dues deduction authorization shall be irrevocable for the life of the Contract except that authorization may be withdrawn by written notice during the period of ten (10) days prior to the expiration of the negotiated agreement. If dues deduction is not removed during such a period, it shall continue unabated until the next revocation period.
- 10.9 If requested, the Board agrees to provide a list, between July 1st and August 1st of each year of all employees in the bargaining union on the payroll effective July 1st, and their hourly or annual rate. This report shall be sent to the State OAPSE Treasurer and to the OAPSE Chapter President.
- 10.10 Fair Share Fee
OAPSE and its Local 304 recognize its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of Local 304. For this service, the Union may assess a fair-share service fee, not to exceed the amount of dues uniformly required of its members, again non-members of the Local as provided in this section.

The fair-share service fee assessment shall be applicable to all employees represented by this Agreement who are either OAPSE dues-paying members as of May 1, 1999, or are hired thereafter.

The fair-share service fee shall be collected by the Board, via monthly automatic payroll deductions and forwarded to the Treasurer of the State Union.

The Board shall inform all employees and all new hires that they are obligated, as a condition of employment, to pay a fair-share service fee after completion for their probationary period under Section 12.1. The service fee assessed against a return shall begin in the month of his/her return to work.

A person making a fair-share service fee payment, in lieu of dues, shall have the right to object to the expenditure of a portion of such payments for activities of a primarily partisan, political nature. Such objections shall be perfected, if at all, by the objector individually notifying the OAPSE Executive Director of the objection in writing by registered or certified mail. When the fair-share payment is received, the Executive Director will send a copy of the rebate policy to the fair-share payer.

A challenge to the proposed rebate or a challenge to the failure to rebate shall be filed with the State Employment Relations Board (SERB) pursuant to Ohio Revised Code Section 4117.09C.

Any member of the bargaining unit who objects to the payment of the fair-share service fee by reason of membership in and adherence to the tenets of teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization, and which is exempt from taxation under provisions of the Internal Revenue Code, may submit proper proof of religious conviction to the State Employment Relations Board to seek declaration from the Board that the member not be required to financially support the Local in accordance with provisions of Section 4117.09C.

It is recognized that SERB shall, if it finds that the employee is not required to pay a fair-share service fee, require payment of an equal amount to a non-religious, charitable fund pursuant to the requirements of Section 4117.09C.

OAPSE and its Local 304 agree to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of fair-share service fees, to indemnify the Board for any liability imposed on it as a result of such suit, claim or administrative proceeding, together with the cost of defense. For purposes of this Section, the term "BOARD" includes the Board of Education, its members and all administrators and staff.

ARTICLE XI – CONDITIONAL EMPLOYEE RECORDS CHECK

- 11.1 All employees new to the district shall be conditionally employed until the Board receives the results of a criminal records check from the Bureau of Criminal Identification and Investigation (BCII). The Board shall initiate the BCII check as promptly as possible, and in no case later than the next business day following Board approval of conditional employment of an employee. During that period of conditional employment the employee shall be considered a member of the bargaining unit represented by the Association and entitled to all rights, benefits, and obligations of employment, including the provisions of the Board-Association Agreement. If the report received from BCII indicates that the individual does not qualify for employment as defined in Revised Code 3319.39 (B)(1), the individual shall be informed that he/she is being released immediately from conditional employment and the reason, i.e., the report from BCII, for the release. If the individual requests in writing, the Superintendent or designee will meet with the individual to review the results of the report from BCII and provide the individual with an opportunity to explain why such results are incorrect. No individual released from conditional employment under this Section, nor the Association or any other agency or individual acting upon the employee's behalf, shall have the right to bring a grievance, request arbitration or initiate any other legal proceeding against or involving the Board of Education to contest an employee's release from conditional employment by the Board pursuant to Ohio Revised Code 3319.39 (B)(1) and this section, so long as the employee's conditional employment period does not extend beyond the 120-workday, probationary period as specified in Article 12.

ARTICLE XII – PROBATIONARY PERIOD

- 12.1 All newly-hired employees will be subject to a probationary period of one hundred twenty (120) workdays. The probationary employee shall be evaluated twice during the probationary period, with the initial evaluation given with the employee prior to the sixtieth (60th) workday and again prior to the close of the probationary period. The Board shall have the sole discretion to discipline or discharge such employees, and these actions cannot be reviewed through the grievance procedure; provided, however, the Board will not discipline or discharge a probationary employee because of Association membership or Association activity.
- 12.2 Current employees who have been promoted or transferred laterally shall serve a probationary period of forty-five (45) workdays and thirty (30) workdays respectively. The promoted or transferred employee shall be evaluated during the probationary period. Employees shall be given reasonable help and assistance during the probationary period. Should the employee fail the probationary period, they shall return to the same or similar position held prior to the promotion or transfer. A Lateral Transfer Form is located in the back of this contract.

ARTICLE XIII – JOB BIDDING PROCEDURES

- 13.1 When a vacancy occurs or a new position is created, such position shall be posted in all buildings occupied by the Board in locations accessible to all bargaining unit employees, with at least one posting in each building's central office. Transportation employees will have notices distributed to them through school mail. Postings of vacancies shall be distributed to the Association president and recording secretary.

All postings shall contain the job title, rate of pay or pay range, department, location, shift, and approximate hours of work. Notices shall remain posted for five (5) consecutive workdays during periods when school is in session and for ten (10) workdays during recess periods. Employees shall receive a mailed notification of job vacancies which occur during the summer recess if the employee notifies the Superintendent or Designee, in writing, by the last day of school, and indicates the address for such notification. Employees shall make application for vacancies in writing to the Superintendent or Designee by the close of the posting period.

When the administration posts a position, the position will be offered within ten (10) working dates from the closing date of posting. If the position is not accepted, the ten (10) working days will again go into effect to offer the position.

Upon close of posting and the securing of qualified applicants, the Board will act to fill the vacancy within ten (10) days. Should the Board fail to secure qualified applicants, the position will be re-posted.

The Board shall interview and consider all internal applicants for posted positions. Seniority will be one of the factors considered in making the selection for the posted position. Where qualifications and other job-related factors are relatively equal, seniority will prevail. Senior employees, who are denied a promotional opportunity where the posted position is awarded to a junior internal applicant or external candidate, may request and receive the grounds for the denial at a post-employment conference.

- 13.2 Transfers

When a vacancy occurs in a classification, employees who have the same job title/classification and have a transfer request on file shall have first consideration.

Employees who have a transfer request on file shall be granted an interview by the supervisor/administrator responsible for the vacant position. Where qualifications and other job-related factors are equal, the most senior employee shall receive the transfer.

Employees who desire to be transferred within their classification shall submit a written request for the transfer to the Superintendent or Designee. Transfer requests shall remain valid for a period of one year from the date of the filing and must be renewed if the employee still desires to be considered beyond that point. Transfer requests may be amended or withdrawn at any time.

ARTICLE XIV – SICK LEAVE

- 14.1 Pursuant to Revised Code Section 3319.141, all employees are entitled to no more than one hundred and twenty (120) hours sick leave per year of employment, computed at ten (10) hours per month for full-time employees. Employees who work less than 8 hours per day, shall receive an amount of sick leave hours in accordance with their hours worked. For example, a 4-hour employee shall receive 5 sick leave hours per month and a 6-hour employee shall receive 7.5 hours per month. Sick leave may be accumulated to 2,280 hours.
- 14.2 Employees will be notified of the number of days of accumulated sick leave they have accrued during the year.
- 14.3 During the probationary period for new employees, a member of the bargaining unit may be advanced five (5) days of sick leave if needed.
- 14.4 Sick leave may be used for absence due to personal illness, illness due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Sick leave may be taken in at least two-hour increments. Immediate family is defined as husband, wife, child, foster child, or any other member of the immediate household living within the household of the employee. The employee may also utilize sick leave for serious illness, serious injury or death of the employee's father, mother, grandparent, mother-in-law, father-in-law, child living outside the household, sister or brother. In addition, the employee may use sick leave in connection with the pregnancy or birth of a child to a daughter or daughter-in-law for not more than three (3) days total. Use of sick leave for any reason not listed in this Article, or the falsification of documents requesting or relating to the use of sick leave are grounds for disciplinary action including dismissal.
- 14.5 Personal Illness Reserve Plan
- A. If a bargaining unit member exhausts his/her sick leave accumulation due to catastrophic illness or injury, another bargaining unit member may voluntarily donate up to ten (10) days of his/her accumulated sick leave to the absent member only if the donating member has a balance of accumulated sick leave of at least twenty (20) days.
 - B. To apply for the Personal Illness Reserve Plan, the bargaining unit member must submit a doctor's statement certifying that the member is unable to work due to personal illness or injury at least ten (10) workdays prior to the need of the absent member. The application will be referred to the Superintendent and OAPSE President for approval or denial. First consideration shall be given to those employees who have donated sick leave.
 - C. The bargaining unit member may use donated sick leave only after having exhausted all personal and sick leave days. The first donations will be used to repay any advanced sick leave days.
 - D. Donated sick leave may not be used for severance pay.
- 14.6 A member of the bargaining unit shall submit a doctor's certificate for any absence by reason of injury or illness of five or more consecutive days in duration. Any call off for illness or injury on the date of a previously scheduled event or activity shall require a doctor's certificate.
- 14.7 It is the responsibility of the Board to administer the current attendance policies and develop new or revised attendance policies. New or revised policies shall not conflict with the express provisions of the Contract.

The Board will review and discuss any new or revised attendance policies with the Union prior to notifying all bargaining unit members of the new policy at least ten (10) working days before implementation. The Association may grieve the modification of existing policies regarding attendance if the modification is arbitrary and capricious.

- 14.8 Employees who used no more than three (3) sick days during any school year shall be awarded one (1) paid “floating” holiday, which must be used in the following school year. The “floating holiday” shall be scheduled with the approval of the immediate supervisor, and cannot be used the day before or the day after a school vacation or holiday unless approved by the Superintendent or designee. No more than 5% of the bargaining unit may use this “floating holiday” on the same day.

ARTICLE XV – PERSONAL LEAVE

- 15.1 Bargaining unit members shall be granted up to three (3) days of personal leave per year (July 1-June 30). Bargaining unit members who do not use their leave shall be eligible for a stipend in the first pay in July as follows:

Personal Leave Time Not Used

	3 Days	2 Days But Less Than 3 Days	1 Day But Less Than 2 Days
Full-time (8 hrs)	\$180	\$100	\$50
3/4 time (6-7.99 hrs)	\$135	\$75	\$37.50
1/2 time (4-5.99 hrs)	\$90	\$50	\$25
1/4 time (2-3.99 hrs.)	\$45	\$25	\$12.50

For purposes of this section only, full-time means regularly scheduled for eight (8) hours per day; 3/4 time means regularly scheduled for at least six (6) hours up to eight (8) hours per day; 1/2 time means regularly scheduled for at least four (4) hours up to six (6) hours per day; 1/4 time means regularly scheduled for at least two (2) hours up to four (4) hours per day.

- 15.2 Bargaining unit members shall be allowed to convert all unused personal leave to sick leave after June 30 of the year. Notice of the individual employee’s decision to convert must be received by May 15 of the year. Each employee who is eligible and elects to convert personal leave into sick leave shall be notified in writing of the amount converted. In addition, the employee who uses no more than three (3) days total of sick leave and personal leave per year (July 1-June 30) shall be entitled to one-half the stipend amount under 15.1 for which the employee qualifies. Forms for Personal Leave Conversion can be found in the back of this contract. Pay for sick Personal Leave Stipend shall be paid the 2nd pay in July. Employees leaving the district due to resignation or severing employment will not be eligible for the Personal Leave Stipend.
- 15.3 Personal Leave days shall not be used before or after school vacation or legal holidays unless an exception is granted by the Superintendent. Also no more than 5% of the employees represented under this agreement will be granted personal leave at the same time and not more than one (1) person per classification per day on a first-come basis.

ARTICLE XVI – HOURS OF WORK – GENERAL

- 16.1 The normal workday for full-time employees shall consist of eight (8) hours.
- 16.2 The normal work week for full-time employees shall consist of five (5) eight-hour days starting on Monday and ending on Friday, or forty (40) hours per week.

- 16.3 All time worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of one and one-half (1-1/2) times the scheduled hourly rate.
- 16.4 Work performed on Sundays and legal holidays shall be paid at double the scheduled hourly rate.
- 16.5 An employee who is legally absent on a scheduled work day shall be considered as working for the purpose of qualifying for overtime work at premium rates.
- 16.6 All employees required to report to work on a date declared a calamity pursuant to Revised Code Section 3319.081 (G) shall be paid time and one-half for the hours worked in addition to their regular pay for the day. All maintenance and head building custodians who report to work (unless cancelled) on snow days for which a calamity day is declared will work a minimum of two (2) hours. The Superintendent may declare a calamity has ended by 11:00 a.m. and require employees to report for the remainder of their shifts.
- 16.7 All employees requested to report to work prior to their usual and customary hours will be paid their regular rate for those hours. If the total hours for the day exceed eight (8) hours, those hours over eight (8) will be paid at the premium rate. When an employee is called into work earlier, and then sent home before his usual and customary time, he will be paid for a minimum of two (2) hours for the hours before his usual and customary time. If the time worked before the employee's usual and customary time is less than two (2) hours, but is contiguous with his regular hours, he will be paid for the hours worked. Unless the employee requests time off at the end of the same work day equivalent to the hours worked, these extra hours will be in addition to his usual and customary hours.
- 16.8 All employees requested to report back to work after their usual and customary hours will be paid a minimum of two (2) hours pay. Employees requested to remain at work beyond their usual and customary hours will be paid for the hours actually worked. If the total hours for the day exceeds eight (8) hours, those hours over eight (8) will be paid at the premium rate.
- 16.9 The starting and ending times of the employee's work day will be established annually and may be changed as needed by the Superintendent or Designee, by not more than sixty (60) minutes unless agreed to by the employee. Exceptions may be made in the case of unusual circumstances such as severe weather, vandalism/building security, fire, and mechanical failure. The Board agrees that any change in hours is not to be implemented for the purpose of reducing hours or avoiding payment of compensation at the premium rate.
- 16.10 For the purpose of this Article, 12:00 Midnight is the end of the day.
- 16.11 Break time shall apply to all employees* as follows:
4-5.99 hours per day = 1 paid 15-minute break
6-8 hours per day = 2 paid 15-minute breaks and 1 unpaid 1/2 hour break
- *The exception to the break time would be aides and monitors which can take paid breaks at varying times and intervals.
- 16.12 The language of this Article does not limit the Board's right to hire part-time employees to work alternative schedules other than Monday to Friday. Such employees are not entitled to pay premiums except as required by wage and hour laws.
- 16.13 Monitors will be given first consideration for monitor work before/after school, on extended Wednesdays and/or Saturday Detentions per Article II Recognition 2.1.

ARTICLE XVII – CAFETERIA STAFF

- 17.1 Cafeteria workers will be offered overtime for work performed beyond their regularly scheduled workday or for evening, sporting or holiday banquet activities on a seniority rotation basis. Should these employees decline to work the overtime, it shall be offered to all cafeteria employees before assignment to substitute personnel. The employee shall have the requisite skills required to perform the banquet or extra duty assignment.
- 17.2 Cafeteria employees who report back to work for activities on days schools are in session shall be paid at the premium rate (time and one-half) if the time is not contiguous with the employee's regular working hours. Work performed on Saturdays will be paid at the premium rate (time and one-half). If Saturday work lasts until 12:00 midnight, all time worked after 12:00 midnight will be paid at the premium rate of double time. Work on days when school is not in session will be regular time unless it is on a Saturday, Sunday or holiday which will be paid at the appropriate overtime rate.
- 17.3 On days when the senior high school/middle school is on an adjusted schedule because of final examinations and students are in attendance, the cafeteria staff may be reduced in total hours by the Cafeteria Supervisor or Superintendent. Cafeteria employees will be given the option, based on seniority, whether they will work or not on these adjusted schedule days so long as the hours established are met. If the required hours are not met by the employees' options, then the Cafeteria Supervisor will make the determination.

ARTICLE XVIII – CUSTODIANS/CLEANERS/MAINTENANCE

- 18.1 Employees who complete building checks shall be paid a minimum of one (1) hour at the appropriate rate. Building checks shall be offered to head building custodians first.
- 18.2 Any individual working four (4) or more hours per day may be scheduled for a thirty (30) minute unpaid lunch period.
- 18.3 Employees scheduled for a thirty (3) minute unpaid lunch period who, because of an emergency, must work through all or part of their lunch period, may elect to either take the lost time later that day or may report the time as work time. The employee must report this time in writing to the building office.
- 18.4 All custodial overtime at the middle school/senior high will first be offered on a seniority rotation basis to all custodian and maintenance employees assigned to those buildings. If none of the above employees are available, overtime will be offered on a seniority rotation basis to the elementary custodians. If none are available, the work may be assigned by the Board. To be on the custodial overtime rotation, an employee must work full-time (2080 hours) and be of the classification listed.
- 18.5 The Board will decide whether custodial coverage will be necessary for specific events. However, custodial coverage, including custodial overtime, will be needed for major athletic events at Fairview High School with large attendance, including football games, boys' basketball games, wrestling meets, and swim meets.
- The seniority rotation basis will apply to any custodial overtime for these events unless for an emergency or special clean-up activities.
- 18.6 When the Board elects to fill in for an absent custodian, custodians will be used, if available, after the use of any utility person.
- 18.7 The Utility Person shall be paid at the Night Cleaner's hourly rate.
- 18.8 Temporary adjustments to a sweeper/cleaner's starting and quitting times may be made by the head building custodian with the approval of the building principal so long as:

1. Start and stop times are only on the hour or half hour;
 2. The schedule adjustment will be done a week in advance;
 3. If there is a need to work the regular schedule, the schedule adjustment is cancelled.
- 18.9 All Classified employees who are hired as summer cleaners will make their regular rate of pay.

ARTICLE XIX – TRANSPORTATION STAFF

- 19.1 Regular drivers (not substitutes) working on Saturday or Sunday will be paid at the premium rate.
- 19.2 Field/athletic trips and mid-day (which are not part of the driver's regular bid route) and which require a driver to return to work shall be paid a minimum of two hours for the trip, including necessary prep time.
- 19.3 If a new school or an additional route for a school already being served is added to the transportation system, drivers will be given the opportunity to bid on the route. It will be awarded by seniority except that no driver will be awarded routes that will total more than eight (8) hours per day unless the Superintendent determines it is in the best interest of the school system.
- 19.4 Regular drivers will be guaranteed two (12) hours per morning and afternoon assignments, including travel, preparation, and fueling and route time.
- 19.5 Each August, and at least ten (10) working days prior to the beginning of school, all drivers shall bid on the basis of seniority for routes as developed by the Transportation Supervisor. Two (2) working days prior to the bid, all routes shall be posted in the transportation office or driver's room for review by all drivers. School calendars which have been received or a combined calendar shall be available for review at that time, as shall a start and end time for each school. The Transportation Supervisor will notify all drivers five (5) days in advance of the bid date.

Beginning at 8:00 AM on the day of route bidding, all bus drivers shall select routes for the school year. The most senior driver shall make the first selection and the least senior driver the last selection taking no more than fifteen (15) minutes to complete his/her bid process.

Buses will be assigned to routes by the Transportation Supervisor or Superintendent's designee. Once bidding is complete, all reasonable efforts shall be made to retain the same bus assigned to the route selected in the August bid. A driver not present for route bidding may submit to the Transportation Supervisor or the Superintendent's designee a written notice of his/her choice in rank order of the route preferred. He/she will be assigned his/her highest choice available at his/her turn to pick.

A driver who is not present for route bidding and has not submitted their written choices to the Superintendent or Superintendent's designee will be moved to the end of the seniority list for the purpose of route bidding and will be assigned a route by the Superintendent or the Superintendent's designee.

After the start of school, all adjustments to routes shall be completed and verified by the transportation office no later than the first Monday of October. At the discretion of the Board, delays caused by field trips and/or absences may extend this deadline by an equal amount of working days.

If a driver loses his/her route during a rebidding, he/she will be allowed to bump a less senior driver.

After route verification, any initial route that has increased fifteen (15) minutes or more shall be posted for re-bid. All bids and actual changes of drivers' routes shall take place no later than the first Monday in November.

After all bidding has taken place, if a driver's route for a school is eliminated or decreased during the course of the school year, that driver may bid on any route of a less senior driver. All bidding, as a result of

this process, will take place simultaneously. Any route increase of fifteen (15) minutes or more after the November deadline will be verified and posted for bid within ten (10) working days.

When shuttle runs can reasonably be expected to be added to a run, every reasonable effort will be made to have that information available during the route bid procedure. Reasonable efforts will be made to distribute shuttle runs among available drivers.

- 19.6 Field and athletic trips will be assigned in an equitable manner. Regular drivers will be given the opportunity to select trips that do not conflict with their regular routes before being offered to substitute drivers. The Superintendent's designee may determine if it is in the best interest of the school system to have a regular driver drive a trip and have a substitute run the driver's regular route. No field or athletic trip will be awarded to a substitute when a regular driver is available to bid on that trip. A driver will not be allowed to bid on a field/athletic trip if the pick-up time for that trip is less than five (5) minutes after the established ending time of his/her route or the ending time for that trip is less than five (5) minutes before the board-established, line-up time for his/her route.

Trips shall be awarded according to seniority on a rotating basis. There shall be two (2) trip lists: (A) evening weekend trips and, (B) day-time trips. Trips shall be posted for bid on Monday by 10:00 AM and closed at 1:30 PM Wednesday for the following week.

Late Posted Field/Athletic Trips are trips received at the transportation office after the initial posting of trips for the following work week and can be posted for two complete days or forty-eight (48) hours. Late trips shall be awarded according to seniority on a rotating basis. There will be two late field trip lists: A day trip list and an evening/weekend trip list.

Emergency Field/Athletic Trips are trips received at the transportation office after the initial posting of the trips for the following work week, and time does not permit posting for two complete day or forty-eight (48) hours. Emergency trips shall be awarded according to seniority on a rotating basis. There will be two late emergency field/athletic trip lists: A day trip list and an evening/weekend trip list.

Field/athletic trips with a pick-up time at or before 4:30 PM will be classified as day-time trips. Those with a pick-up time after 4:30 PM will be classified as evening weekend trips.

19.7 Kindergarten Rotation List Runs – One Route/School Runs

Kindergarten Runs: If a driver of a kindergarten run is absent from work for a short term (day-to-day basis or five (5) or less days, the kindergarten portion of that driver's run will remain as part of the entire route package. If the driver is out for a long term, known to be more than five (5) days, the run will be awarded to a regular bargaining unit bus driver, according to seniority on a rotation basis.

One (1) School or Run

When only one school is in session or only one (1) run of an absent driver's route needs covered and there are regular drivers available, the route will be awarded by seniority on a rotating basis to all available drivers. If no regular driver is available, then one (1) school run or kindergarten run can be awarded to substitute.

19.8 Left/Rights

Left/Rights shall consist of students' first and last names, close stop times, landmarks and correct addresses. Regular drivers are responsible to see that their left/rights, driving directions are prepared and kept current. Drivers must inform the transportation office of any errors in their pre-printed sheets. If drivers are needed to perform left/rights-related tasks beyond informing the transportation office, they will be compensated at their appropriate hourly rate. Drivers will be compensated their hourly rate multiplied by their route time to practice their route and verify their route time prior to the opening of school. Such time shall not exceed one route time as approved by the Transportation Supervisor.

19.9 Bargaining unit members will not be allowed to drive field or athletic trips when the drivers fail to drive their regularly-scheduled route immediately preceding the selected trip, with the exception of summer field trips, unless such absence is a result of a change in assignment or their absence from the regular route assignment due to board-related business.

19.10 A driver who fails to drive a field or athletic trip for which he has signed, and/or who is more than fifteen (15) minutes late for the pick-up at the start of the trip, or is not with the bus to drive the riders back at the end of the trip, is subject to the following disciplinary actions: For each violation after the first in a school year, the driver may be suspended from driving any field or athletic trips for fifteen (15) days. The drivers are still subject to disciplinary steps as outlined in Articles 12 and 28 of this contract for repeated violations of this offense. Mechanical failures of the bus or circumstances beyond the driver's control are acceptable reasons for being late for the start of the trip.

A driver who gives back a trip for which he/she signed, for reasons other than an emergency, will lose his/her right to bid on the next trip sheet.

19.11 A driver who receives a moving violation while driving a school vehicle, or is determined to be at fault in an accident and is convicted, or pleads guilty to reckless operation, or driving under the influence of alcohol or an illegal substance in any Board-owned vehicle, or has more than six (6) points on his/her Ohio driver's license, or is deemed uninsurable by the school district's insurance provider, is subject to disciplinary action, including suspension without pay or dismissal. Drivers who accumulate more than six (6) points may be suspended without pay until such time that the drivers attend a certification course reducing such point accumulation to six (6) points or less.

19.12 A driver who fails to make the proper daily pre-trip inspection and maintenance checks of the vehicle being driven as required by law, Department of Transportation regulation or the district through its supervisor, or to conduct the required safety drills, to operate the vehicle in a safe manner, or to ensure the safety of the passengers while loading, unloading and riding, is subject to disciplinary action, including suspension without pay or dismissal. Twenty (20) minutes will be added to a driver's daily route time for each pre-trip inspection required by law, the Department of Transportation or the supervisor prior to leaving the garage.

19.13 A driver must maintain a valid commercial driver's license (C.D.L.), pass an annual physical examination, attend four (4) hours of in-service, maintain a good driving record per Articles 19.11 and 19.12 of this contract, and conform to all cities, state, and federal regulations dealing with school bus operation.\

The Board shall pay for the costs associated with training, testing, certification, and re-certification for school bus drivers mandated under Ohio law, including physical examinations and compensation at the employee's regular rate of pay for training and testing. However, the employee is responsible for any costs and compensation required by the employee's failure to complete training and pass testing for the necessary certification.

19.14 Drug Testing -- Both the Union and Board of Education recognize illegal drug usage and impairment due to alcohol are threats to the safety of the employees and the public. The goal of the drug and alcohol testing program for school bus drivers is the prevention.

Therefore, the Union acknowledges the Board's authority to establish and enforce an appropriate program. In turn, the Board acknowledges the Union's right to file grievances pursuant to Section 9.02. Employees directed to appear for alcohol and/or drug testing will be paid at their regular rate for the testing time, including travel.

ARTICLE XX – SUBSTITUTE RATE OF PAY

20.1 Employees requested to fill a higher-rated position receive the higher-rated position's pay from the first hour of assignment. If temporarily assigned to a lower-rated position, they receive their usual and customary rate of pay.

ARTICLE XXI – VACATIONS

- 21.1 A full-time employee who works eleven (11) or more months per year (11 months is defined as 240 days including holidays, but not including overtime) shall have earned vacation with pay as follows:
- | | |
|---|--------------------------------|
| At least one (1) year, but less than six (6) years; | Two (2) weeks |
| At least six (6) years, but less than ten (10) years: | Three (3) weeks |
| At least ten (10) years: | Four (4) weeks |
| At least fifteen (15) years: | Four (4) weeks and one (1) day |
| At least twenty (20) years: | Four weeks and three (3) days |
| At least twenty-five (25) years: | Five (5) weeks and one (1) day |
- 21.2 A full-time employee under Section 21.1, regularly scheduled for less than forty (40) hours per week shall have earned vacation with pay pursuant to the above schedule with weekly pay reduced to the employee's normal weekly scheduled pay.
- 21.3 Vacation credit is earned as of September 1 following the employee's first day of uninterrupted service with Fairview Park Schools in a position which earns vacation. Vacation benefits will accrue in a pro-rata fashion on a monthly basis, in accordance with an eligible employee's benefits under Section 21.1. (Per MOU, 2010-2013 Contract)
- 21.4 Employees who have worked for Fairview Park Schools in a position which does not earn vacation, and then without an interruption accept a position which earns vacation, shall receive credit for the time worked, prorated for the purpose of anniversary date and years of service. This has no effect on other seniority factors or considerations. A person who works as a four (4) hour employee for six months will earn three months credit. A person who has worked eight (8) hours a day for ten (10) school years (9-month years) has seven and one-half (7-1/2) years credit and will start with three weeks' vacation.
- 21.5 Eligible employees who have seven (7) or more years of service and are employed on a twelve (12) month basis may take up to two (2) weeks earned vacation during the school year, upon the approval of the Superintendent of Schools or Designee. At the discretion of the Superintendent, additional vacation may be taken during the school year; refusal of the additional requests cannot be a violation of this agreement.
- 21.6 Vacations shall be approved by the Superintendent or his Designee. The prime concern being the efficient operation of the schools, the requests of the employees shall be considered whenever possible.
- 21.7 Vacation shall be taken following accrual. Although vacation will be accrued on a monthly basis, no eligible employee shall earn more than the applicable annual vacation benefit allocation set forth for that employee under Section 21.1 of the Agreement during a contract year (September 1 – August 31). Further, an eligible employee shall be permitted to accrue no more than the combined total of that employee's total annual vacation benefit allocation set forth under Section 21.1, plus one additional week of vacation. (Per MOU, 2010-2013 Contract)
- 21.8 Vacations may be taken before they are completely earned if it contributes to the efficient operation of the schools and is approved by the Superintendent or his Designee. This will only be permitted if the employee is in the year in which he is earning the vacation credit to be advanced. If the employee leaves the Fairview Park City school system, he/she must pay for the vacation days used but not earned. The employee's final pays will be reduced by the amount owed to the Fairview Park City Schools.
- 21.9 Employment as a substitute, for another employer, or prior employment by Fairview Park Schools is not counted in determining the level of earned vacation.
- 21.10 In situations where vacation days are determined to be a fraction of a day, that day shall be rounded up to a full day.

ARTICLE XXII – PAY FOR LEGAL HOLIDAYS

- 22.1 Employees represented by this agreement shall be paid for the following legal holidays provided they work, are in active pay status, or are legitimately excused for the regularly scheduled workday immediately before and after the holiday.
- 22.2 Eleven- and twelve-month employees:
- | | |
|------------------------------------|------------------------|
| New Year's Day and the day before | Martin Luther King Day |
| President's Day | Good Friday |
| Memorial Day | Independence Day |
| Thanksgiving Day and the day after | Labor Day |
| Christmas Day and the day before | |
- 22.3 Nine- and ten-month employees:
- | | |
|------------------------------------|------------------------|
| New Year's Day | Martin Luther King Day |
| President's Day | Memorial Day |
| Labor Day | Christmas Day |
| Thanksgiving Day and the day after | |
- 22.4 If Christmas Day, the day before Christmas Day, New Year's Day, the day before New Year's Day, or Independence Day falls on a Saturday, Friday will be a paid day off. If they fall on a Sunday, Monday will be a paid day off.

ARTICLE XXIII – RETIREMENT BENEFITS

23.1 Severance Pay

A member of the bargaining unit who retires from service with the Board and from SERS and who has seven (7) or more years of service with the Board, shall be entitled to be paid in cash for one half (1/2) the value of his/her accrued but unused sick leave credit, not to exceed one hundred and sixty (160) days. The payment shall be based on the employee's rate of pay at the time of retirement and shall eliminate all sick leave credit accrued but unused by the employee at the time payment is made. Such payment shall be made only once to any employee. The aggregate value of accrued but unused sick leave credit that is paid shall not exceed the value of eighty (80) days of accrued but unused sick leave.

23.2 Retirement Incentive

A member of the bargaining unit who meets the eligibility requirements to retire under the State Employees Retirement System during the employee's first year of eligibility shall be eligible for a severance pay benefit. This benefit cannot be combined with the severance benefit as defined in Article 23.1.

This benefit shall be equal to the difference between the yearly wage of the employee's classification at Step 1, and the yearly wage of the employee's classification at Step 20. The payment shall be made in a lump sum or may be spread out over two payments over a one-year period. The first or only payment shall be made within three months of the employee's last day of pay status.

An employee who becomes eligible for service retirement under SERS between August 1, 2013 and July 1, 2016 shall give written notice to the Superintendent by March 1 of the year in which he/she intends to retire of his/her intent to retire on or before July 1 of the year in which he/she intends to retire, and shall, in fact retire on or before said date in order to receive this payment.

An employee who becomes eligible as per the above between July 2, 2013 and July 1, 2014 shall give written notice of his/her intent to retire to the Superintendent by March 1, 2014 and shall retire effective on or before July 1, 2016 in order to receive this payment.

An employee who becomes eligible as per the above between July 2, 2014 and July 1, 2015 shall give written notice of his/her intent to retire to the Superintendent by March 1, 2015 and shall retire effective on or before July 1, 2015 in order to receive this payment.

An employee who becomes eligible as per the above between July 2, 2015 and July 1, 2016 shall give written notice of his/her intent to retire to the Superintendent by March 1, 2016 and shall retire effective on or before July 1, 2016 in order to receive this payment.

A member who is eligible to retire under the SERS system, but who has less than thirty (30) years of retirement credit and may not have qualified to retire under the age 55/25 years of service eligibility, may take the extended pay benefit during the first year of eligibility, or by March 1st of the year the member becomes eligible under SERS, declare in writing his/her intention to accept this benefit upon reaching either thirty (30) years of service or the first year of eligibility under the age 55/25 years of service eligibility, and submit a letter of resignation for retirement purposes effective on the appropriate date.

23.3 General Condition

In all cases, years of service under any State of Ohio retirement system which may be combined with SERS, such as STRS or PERS, and any service credit which a member purchases under provisions of SERS, will be included in determining the thirty (30) year provision of this Article. The only exception would be granted for a member who, upon reaching the time he must submit a request for this benefit, declares in writing he will not transfer or purchase credit for which he is eligible and, in fact, does not.

Employees are encouraged to give written notice to the Superintendent as early as possible if they intend to retire during the school year.

Except as noted in this Article, a member of the bargaining unit who does not retire during the time period of initial eligibility shall be entitled to severance pay only in accordance with the first paragraph (23.1) of this Article.

ARTICLE XXIV – HOSPITALIZATION AND MAJOR MEDICAL

24.1 The primary hospitalization and major medical insurance coverage to members of the bargaining unit will be the Fairview Park City Schools Employee Benefit Plan, which is a partially self-funded, group medical benefit program. The coverages are agreed to as outlined in the Fairview Park City Schools employee plan.

This plan is a Medical Mutual Network coverage through a preferred provider organization with a benefit period deductible of \$300 per covered person/\$600 per family (in network), and \$600 per covered person/\$1,200 per family (out of network). Vision Coverage is included in this plan. (See the Fairview Park City Schools Employee Benefit Plan for the current detailed breakdown.)

The Board will contribute to the insurance fund the full negotiated amount of premiums for single or family coverage with employee contributions for premiums as indicated herein.

Employee contributions for insurance purposes are defined below.

Each employee will have the benefit of insurance coverage at the following rate for hours worked per day based upon nine-month minimum employment.

- 8 hrs. Full single, employee plus one or family
- 7 hrs. Full single, employee plus one or 7/8 of family
- 6 hrs. Full single, employee plus one or 3/4 of family
- 5 hrs. Full single, employee plus one or 5/8 of family
- 4 hrs. Full single, employee plus one or 1/2 of family

Individuals receiving the full single and/or family health plan will pay 68% from August 31, 2013 until September 1, 2016, of the amount paid by members of the FPEA for such coverage.

24.2 During the period of this contract, the Board, with the agreement of OAPSE, may change coverage or insurance company.

24.3 Dental Insurance

The Board shall provide each member of the bargaining unit coverage under the Fairview Park Employee Dental Plan at the percentages set forth in 24.1. Employees who take the coverage shall pay five dollars (\$5.00) per month for the coverage.

24.4 Life Insurance

The Board shall provide life insurance of \$50,000 coverage to all employees. The balance of payment for any additional coverage shall be the responsibility of the bargaining unit member. The member shall have the right to purchase an additional equivalent amount of insurance. This section shall not be construed to preclude the Board from changing the insurance carrier so long as the amount of coverage is not reduced.

24.5 IRS Plan

The Board shall set up and pay any fees for an IRS tax shelter plan, for the purposes of allowing employees to contribute to the plan, tax-free monies which can be used for health care purposes.

24.6 Spousal Surcharge

- A. If an employee's spouse is eligible to participate as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse may enroll in such employer (or public retirement plan) sponsored group insurance coverage(s) or be subject to a \$75 per month surcharge.
- B. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored by group insurance coverage, that coverage will become the primary payer of benefits, and the coverage sponsored by the Board will become the secondary payer of benefits.
- C. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section shall be charged a \$75 per month surcharge.
- D. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon

request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be charged a \$75 per month surcharge to stay on their spouse's health care coverage with the Fairview Park City School District.

- E. If the employee submits false information or fails to timely advise the plan of a change in his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of the \$75 per month surcharge.

24.7 Prescription Drug Plan

Employees shall contribute the following co-pays for prescription drugs:

Retail = \$20 Generic, \$40 Brand, \$60 Specialty

Mail order (90 supply) = \$40 Generic, \$80 Brand, \$120 Specialty

ARTICLE XXV – CLOTHING ALLOWANCE

- 25.1 Dress requirements shall be established for each of the following areas: custodians, maintenance, cleaners, security personnel, bus drivers, and cafeteria workers through the labor/management committee (PIE). The increase in 25.2 shall take place for each area beginning with implementation of the dress requirements for each area.
- 25.2 Employees will receive the following amounts of monies to be used for the purchase of appropriate clothing.

	<u>Effective Upon Implementation*</u>
Full-time custodians, cleaners, maintenance, security employees =	\$165
Part-time Cleaners =	\$135
Cafeteria Workers =	\$135
Bus Drivers =	\$135

*All employees shall not be eligible to receive a clothing allowance from 8/1/13 through 7/31/16. As of 8/1/16, employees shall be eligible to receive the clothing allowances listed above.

- 25.3 These employees will be reimbursed up to the stated amount upon receipt of the appropriate form and proof of purchase. The Board will not pay for any sales tax. Only one payment per year will be made to any employee.
- 25.4 All employees eligible for reimbursement for clothing must submit proof of purchase between September 1st and December 31st in the year the purchase was made.

- 25.5 Before an individual is eligible for reimbursement, he must be an employee of the Board for at least ninety (90) days.
- 25.6 PIE may elect to provide uniforms in lieu of clothing allowance, subject to Board approval of cost.

ARTICLE XXVI – SALARIES

- 26.1 Effective the beginning of the first pay period on or after August 1, 2013, the salary schedule shall be increased by 2.0%; August 1, 2014 - 3%; August 1, 2015 – 3%.
- 26.2 In order to earn credit on the salary schedule for years of experience, an employee must be employed before February 1st of that year.
- 26.3 The head custodians at Parkview and Gilles-Sweet Schools will be paid an additional \$800 per year. The Board shall have the authority to transfer a custodian from one of these positions to another custodial position at the same hourly rate which does not pay this stipend if performance is not satisfactory, and neither any individual nor the Association may grieve this transfer. This additional compensation is a stipend for extra responsibilities and shall not be included in computing per diem or hourly rates of pay for any purpose including overtime pay.
- 26.4 /The Maintenance Custodian Supervisor shall be paid an additional \$.075 per hour in the wage scale. This pay rate shall apply to any premium pay scenarios.
- 26.5 If an employee is appointed to serve as substitute for the Custodial Maintenance Foreman while he is ill or on vacation, the substitute will be paid an extra two dollars (\$2.00) per hour for the time.
- 26.6 The night custodian at Fairview High School and any other custodian whose regularly scheduled hours are between 3:00 PM and 6:00 AM shall receive a \$.25 per hour differential. This shift differential shall not apply to temporary replacements, call-ins or those working overtime.
- 26.7 Employees who change from one position to another position with a different rate of pay will be compensated as follows:
 - A. If the new position has a lower rate of pay, then the employee will be granted the total years earned at the old position on the new position salary schedule.
 - B. If the new position has a lower rate of pay and is a related position, then the employee will be granted the total years earned at the old position. Related positions are:
 - Bus and Van Drivers
 - Custodian, Maintenance, Utility and Grounds
 - Day and Night Sweepers
 - Cook and Other Cafeteria Workers
 - C. If the new position has a higher rate of pay and is not related as defined above, the employee will be placed on the salary schedule at the level for the new position which is no less than the Employee’s salary at the old level. If the change in position also includes a change in the number of months worked and either position is paid on an annual salary basis, then the salary for both positions will be converted so they may be directly compared to determine the proper step on the salary schedule.
 - D. Employees who are hired and have been substitutes in that same position with the Board shall be placed on the appropriate level of the salary schedule which reflects the actual years of service with the system as substitutes. To be eligible, the employee must have worked one hundred twenty (120) days in any one school year. Substitute time before the effective date of this Contract does not apply toward credit on the salary schedule.

- 26.8 A. The total annual salary of each member of the bargaining unit shall be payable by the Board in two parts: (1) cash salary and (2) deferred salary. An employee's deferred salary shall be equal to that percentage of the employee's total annual salary which is required from time to time by the School Employees Retirement System (SERS) pursuant to Section 3309 of the Ohio Revised Code, to be paid as an employee contribution by the employee and shall be paid by the Board to SERS on behalf of the employee as a "pickup" of the SERS employee contribution otherwise payable by the employee amount of the "pickup" and shall be payable, subject to applicable payroll deductions, to the employee.
- B. The Board's total combined expenditures for total annual salaries of all members of the bargaining unit (including "pickup" amounts) and its employer contributions to SERS shall not be greater than the amounts it would have been paid for those items had this provision of this Contract not been in effect.
- C. The Board shall compute and remit its employer contributions to SERS based on an employee's total annual salary, including the "pickup". The Board shall report for federal and Ohio income purposes as an employee's gross income said employee's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary including the amount of the "pickup". The Board shall compute income tax withholdings based upon gross income as reported to the respective taxing authorities.
- D. The "pickup" shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for all other salary related purposes.

ARTICLE XXVII – LAYOFF AND RECALL

- 27.1 All bargaining unit classifications and positions shall be filled by employees of the Board.
- 27.2 If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, declining enrollment, or lack of work, the following procedures shall govern such layoff.
- 27.3 The number of people affected by layoff will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire or otherwise vacate a position.
- 27.4 Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in any classification or job capacity covered by the terms and provisions of this Contract computed from the latest date of hire or appointment to a regular position with the Board and excluding all substitute time and/or service in any position excluded by this Contract.
- 27.5 In the case of identical seniority, the administration and officers of the Association shall meet to flip a coin to determine which employee shall be laid off first.
- 27.6 The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:

Maintenance	Secretaries
Custodians	Cafeteria Personnel
Cleaners/Sweepers	Teacher/Educational Aides
Physical Plant Maintenance	Library Clerks
Utility Person(s)	Monitors
Parking lot Attendant	Custodial Maintenance Foreman
Transportation (Bus Drivers)	Maintenance Mechanic
	All other bargaining unit positions

- 27.7 The Board of Education shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classifications of layoff, employees on probation shall be laid off before any other employee in that classification.
- 27.8 Each employee to be laid off shall be given advance written notice at least twenty (20) calendar days before the date of the layoff. Each notice of layoff shall state the following:
- *Reasons for the layoff
 - *The effective date of the layoff
 - *A statement advising the employee of his or her rights of reinstatement from the layoff
- 27.9 Any employee in the bargaining unit may be allowed to bump into a lower job title within the same classification if faced with a layoff in his or her classification, then into a previously held classification. However, an employee may only bump into a lower job title within the same job classification if the laid off employee's days and/or hours worked are the same or more than the employee that he/she is bumping. Any employee in the bargaining unit may transfer into a new classification to avoid a layoff should a position become available, and it is determined by the Superintendent or his designee that the employee making such a request possesses the necessary skills and experience for that position.
- 27.10 An employee in one classification who obtains a position in another classification retains seniority in all previously held classifications.
- 27.11 For each classification in which layoffs occur, the Board shall prepare a reinstatement list of all employees on non-probationary status in reverse order of layoff and a reinstatement list of all employees on probationary status in reverse order of layoff. Reinstatement shall be made first from the non-probationary status layoff list, and then the probationary layoff list before any new employees are hired in that classification.
- 27.12 In the event a vacancy occurs, the Board shall recall the employee standing highest on the reinstatement list for the classification by giving written notice to the employee. Said written notice shall be sent to the employee's last-known address by registered or certified mail. It shall be the responsibility of the employee to keep the Board informed of any change of address. If the employee fails to accept return to active employment within three (3) calendar days from the date said notification was delivered, or ten (10) calendar days from the date it was mailed, excluding Saturdays, Sundays, and Holidays, whichever comes first, said Employee shall be considered to have declined said offer and shall be removed from the reinstatement list. An employee recalled to active employment shall be given two weeks to report to work.
- 27.13 The employee's name shall remain on the appropriate reinstatement list for a period of three (3) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority.

ARTICLE XXVIII – DISCIPLINE PROCEDURE AFTER PROBATIONARY PERIOD

- 28.1 Employees shall not be disciplined except for just cause. Reprimands and other disciplinary actions may be given for violation of rules and regulations of the Board of Education, violations of the Ohio Revised Code, insubordination, for reasons of unsatisfactory performance of duties or specific job tasks, and for other statutory reasons.
- 28.2 Whenever possible, the principles of corrective action will be followed. Normally, this corrective action shall occur in the following manner:
- A. Oral warning for the first offense. (Additional written warning may be given if deemed appropriate.)

- B. Written warning for a subsequent offense. (Additional written warning may be given if deemed appropriate).
 - C. Suspension with or without pay.
 - D. Dismissal.
- 28.3 If, in the judgment of the appropriate supervisor or Superintendent or his designee, the violation is serious enough, Steps B, C or D may be invoked immediately.
- 28.4 Prior to suspension without pay or dismissal, a conference between the employee and the Superintendent or his designee shall be held. The employee will be advised in writing of the date, time and location of the conference (with a copy to the Association) and that he may have an OAPSE representative present at the conference. The Superintendent or his designee may also have a representative present at the conference.
- 28.5 An employee may appeal his dismissal in writing directly to the Superintendent under Step 2 of the Grievance Procedure. The Superintendent's decision shall be considered final, except as provided in Paragraph 9.4(E) of the Grievance Procedure.
- 28.6 A terminated, non-probationary employee may appeal the Board's decision on termination to binding arbitration as provided in Article IX of this Contract if, and only if, after consulting with independent legal counsel, the employee executes an agreement and release providing that in consideration of the Board's agreement to submit the termination issue to binding arbitration, the employee agrees to waive any and all appeals, charges, claims, or suits against the Board, its members, officers, agents and employees, growing out of or resulting from his employment with the Board, including appeals, charges, claims or suits under the laws and constitutions of the United States and the State of Ohio and the member further agrees not to file or pursue any such appeals, claims, or suits.
- 28.7 An employee suspended without pay may appeal the Board's decision to binding arbitration as provided in Article IX of this Contract.
- 28.8 At times when an employee has the right to have a representative present, and the employee's choice is not in compliance with the law or SERB regulation, then the law or SERB regulations will prevail.

ARTICLE XXIX – LABOR-MANAGEMENT COMMITTEE

- 29.1 A Labor-Management Committee consisting of no more than three (3) administrators and one Board member and four (4) OAPSE members will meet periodically at the request of either party to discuss matters of mutual concern, improvement of the overall support staff program, or to discuss items in the Contract which could be discussed for the purpose of re-opening if both parties agree.

ARTICLE XXX – SUPERINTENDENT'S RIGHT TO APPOINT DESIGNEE

- 30.1 Whenever the term "Superintendent" appears in this contract, it shall be construed to mean the Superintendent or the Superintendent's designee.

ARTICLE XXXI – FORM OF PRONOUN

- 31.1 Throughout this contract, the use of the masculine or feminine form of the pronoun shall be used to refer to any person, male or female.

ARTICLE XXXII – CONTINUING EDUCATION

- 32.1 Classified employees are encouraged to attend professional meetings that contribute to the improvement of knowledge and skills and are directly related to their position with the Fairview Park School District.
- 32.2 Written requests shall be submitted to the Superintendent. The Superintendent shall have authority to grant such requests without a loss of pay. The Board will pay, as much as financially available, the cost of the registration fees, books, parking and mileage as incurred.
- 32.3 Upon submission of expenses incurred, the Board will reimburse the employee in a separate check within thirty (30) days from the date the expenses are submitted.

ARTICLE XXXIII – OCCUPATIONAL SAFETY AND HEALTH

- 33.1 A. The Employer and the Union will cooperate in the objective of eliminating accident and health hazards. The Employer shall make reasonable provision for the safety and health of its employees during the hours of their employment. The Employer, the Union and the employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters and will cooperate with respect to compliance. Any employee or group of employees who observe any dangers, or the Board, shall adopt and implement policies and procedures required by O.R.C. Local 4167, by the Division of Occupational Safety & Health, the Public Employment Risk Reduction Advisory Commission, and/or any rules or regulations adopted there under.
- B. Report Internally First

The parties desire to deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Union nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations (unless it is a condition which the bargaining unit member or the Association, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to him/her or other members of the bargaining unit, in which case the procedures in this section need not be followed) until the following procedure has been exhausted:

- (1) A bargaining unit member or Association representative must first bring an alleged health or safety violation to the attention of the affected bargaining unit member's immediate supervisor within two (2) workdays of the occurrence of the alleged violation.
- (2) If the immediate supervisor does not resolve the alleged violation to the complaining party's satisfaction, the bargaining unit member or Association must file a formal complaint with the Superintendent or Superintendent's designee within two (2) workdays after the conference with the immediate supervisor. The Association President and the Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent or the Superintendent's Designee will respond to the complaint within two (2) workdays.
- (3) If the Superintendent's Designee does not resolve the alleged violation to the satisfaction of the complaining party,, the bargaining unit member of the Union may appeal the complaint to the Superintendent by filing a written appeal with the Superintendent within two (2) workdays of the response of the Superintendent's Designee. If the Superintendent's Designee fails to respond by the deadline, then the bargaining unit member or Association must file their appeal within two (2) workdays of that deadline. The Superintendent or the Superintendent's Designee shall meet with the complaining party in an attempt to resolve the alleged violation. Within five (5) workdays after the conference, the Superintendent shall provide a written response to the alleged violation.

C. Board's Right to Re-assign

Before exercising his/her right to refuse work under Revised Code Section 4167.06 because of a condition which the bargaining unit member, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to him/her, the bargaining unit member must immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily re-assigned at no loss in pay or reduction in hours while the condition is being investigated and/or ameliorated.

D. Claims of Violation to be Grieved

Bargaining unit members shall not be subject to discipline or discrimination as a result of filing of a complaint contending that unsafe working conditions exist. Should a bargaining unit member assert a claim that discrimination, discipline or discriminatory acts have taken place as a result of the filing of a safety complaint, they shall use the grievance procedure of this agreement to assert such claim.

- 33.2 Should an employee sustain an injury on the job which requires medical attention, the injury shall be reported to the employee's immediate supervisor within two (2) working days. The employee's immediate supervisor shall then notify the Superintendent or the Superintendent's designee. If a claim needs to be filed with the Ohio Department of Workers' Compensation, the Board shall assist the employee in completing any claim forms required and take effort to expedite the process.

An employee may elect to use sick leave if available and file a Workers' Compensation claim. If the claim is allowed for lost time, the employee may elect to change from sick leave to Workers' Compensation disability under Ohio Workers' Compensation laws or may elect to continue to receive sick leave. The employee may decide to change the election upon notice so long as they do not receive payments under both at the same time.

ARTICLE XXXIV – PERSONNEL RECORDS

- 34.1 The Board shall maintain a personnel file for each employee in the office of the Superintendent or designee. This shall be the only official file and will be confidential and kept in a secure location. The employee has the right to examine the material in his/her personnel file, other than documents obtained prior to his/her employment. The employee is entitled to have a representative of his/her choice accompany him/her during such review. The business office shall provide the opportunity for this examination at a time outside of the employee's regular working hours.

The Association will be allowed reasonable access to employee personnel records. When an employee's personnel record is to be reviewed, the Association shall provide twenty-four (24) hours' notice of their desire to review that employee's personnel record.

Employees shall be notified of any non-administrative person's or persons' desire to review their personnel record.

- 34.2 The employee has the right to place written comments in his file regarding any documents placed in his/her file. Any document which is negative in nature and originated from any individual not a member or employee of the Board shall be brought to the attention of the employee no later than one week after being placed in the file.
- 34.3 Material relating to disciplinary activities while an employee of the Board, other than dismissal, shall not be kept in the employee's file for more than thirty (30) months. It is the employee's responsibility to bring to the Board's attention any material which should be removed from the file. If there is any disagreement as to whether material is disciplinary in nature, the Board may keep the material in the file, but the employee may attach any statements he desires to this material.

- 34.4 This does not prohibit the Board from maintaining a separate medical file for an employee nor prohibit the Board from obeying any law or court order. Certain medical records of a psychological nature, which the physician or psychologist indicates would be detrimental to the employee to have knowledge of, and references which the employee submitted which were confidential, shall not be released to the employee. Nothing in this article prohibits an administrator or supervisor from keeping notes regarding an employee's performance.

ARTICLE XXXV – CHILD-REARING LEAVE

- 35.1 A member of the bargaining unit shall be granted a child-rearing leave subject to the following conditions:

Eligibility shall be restricted to:

- A. Natural parents
- B. Adoptive parents, provided the adopted child is less than six (6) years of age at the time the parent obtains permanent physical custody of the child
- C. Legal guardians
- D. Foster child

In the event both parents are members of the bargaining unit, eligibility with respect to any leave shall be restricted to one parent.

- 35.2 Leave shall be without pay or non-insurance fringe benefits. An employee shall be entitled to continue to participate in insurance fringe benefits (COBRA) accorded to other members of the bargaining unit by payment to (COBRA) at the beginning of each month of the premium otherwise payable on the employee's behalf by the Board. (The employee on leave must pay the entire cost of the insurance fringe benefit.)
- 35.3 In determining seniority, vacation credit or whether the employee qualifies for an experience increment on the salary schedule, the employee shall receive one (1) year of credit if, during the school year, the employee was in active service for at least one hundred twenty (120) workdays, not counting paid holidays; otherwise, the employee shall receive no credit with respect to that school year, nor for any additional time taken on the leave.
- 35.4 Leave shall not be granted unless the employee makes written application to the Superintendent or designee at least thirty (30) calendar days before the leave is to commence, provided the employee has prior knowledge of the need for such leave. The application must specify both the date upon which leave is to commence and the date upon which leave is reasonably expected to terminate, except that consideration will be given to employees whose situation results in the need to extend or terminate the leave prior to date scheduled. Employees will reasonably attempt to terminate child-rearing leaves at points in the educational process which are least disruptive (i.e., beginning of school, at the beginning or end of scheduled recess periods).
- 35.5 Leave shall not exceed one (1) full school year and a portion of the second year. (An employee may request leave for the remainder of their current school year, and the entire following school year.)
- 35.6 Upon return from leave, the employee will assume the same position on the salary schedule held prior to commencement of the leave, or advanced one year if they worked one hundred twenty (120) days as indicated previously, and will be reinstated to their same position, if such position has not been reduced in hours, modified in assignment or deleted. If such modification occurs, the affected employee will be entitled to bump less senior employees within his/her classification. Bumping will be limited to the number of hours the employee had at the start of the leave unless the Superintendent's designee determines an increase is necessary. This bumping may affect more than one employee.

- 35.7 The employee retains the number of years of seniority earned at the time of the leave and that earned as specified in this Article. If the employee has been affected by layoff pursuant to this Contract, the provisions of the applicable Article of this Contract shall govern the employee's status.
- 35.8 Any member of the bargaining unit who fails to return from leave at the termination of such leave shall be conclusively deemed to have resigned his/her employment and shall have no rights of any kind to re-employment.

ARTICLE XXXVI – SICK LEAVE WITHOUT PAY

- 36.1 An employee shall be granted a leave of absence without pay for a period not to exceed two (2) calendar years because of personal illness or injury, or an illness or injury in the employee's immediate family. The request for sick leave without pay shall be supported by medical evidence and shall be submitted to the Superintendent or his designee no later than the third day of absence or as such circumstances would allow. Immediate Family is defined in Article 14.4 of the Agreement.
- 36.2 Upon return from a medical leave of absence, the employee shall submit a doctor's statement attesting the employee's ability to return to duty. Should there arise a difference of opinion concerning an employee's ability to return to full duty status after a scheduled leave and the Board disagrees with the employee's immediate physician's release to return to work, the Board, together with the Association, shall select an impartial physician to determine the physical status of the employee. The cost of the physician shall be borne by the Board.
- 36.3 Employees shall be returned to work within fourteen (14) days of the date they supply notice of their desire to return. Upon return from leave, the employee will assume the same position on the salary schedule held prior to commencement of the leave, or advanced one (1) year if they worked one hundred twenty (120) days as indicated above, and will be reinstated to their same position if such position has not been reduced in hours, modified in assignment or deleted. If such modification occurs, the affected employee will be entitled to bump less senior employees within his/her classification. Bumping will be limited to the number of hours the employee had at the start of the leave unless the Superintendent's designee determines an increase is necessary. This bumping may affect more than one employee.
- 36.4 Employees shall not accrue seniority while on an unpaid leave of absence, but such leave will not constitute a break in service.

ARTICLE XXXVII – LEAVE OF ABSENCE UNDER FAMILY MEDICAL LEAVE ACT

- 37.1 A. In accordance with federal law, where a leave of absence without pay is granted for pregnancy or as a result of the serious health condition of the employee, spouse, child or parent of the employee, the employee shall be eligible for continuation, at Board expense on the group hospitalization and major medical coverage provided under this agreement. Continuation, at Board expense, of health insurance coverage during any period of unpaid leave of absence for any reason shall be for a period not to exceed a total of twelve (12) weeks in any school year.
- B. In the event an employee has taken paid sick leave for any of the circumstances for which she/he applies for and receives an unpaid leave of absence, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation, at board expense, of health benefits during the otherwise unpaid leave of absence.

ARTICLE XXXVIII – ASSAULT LEAVE

38.1 Employees absent from assigned duties because of physical disability resulting from a physical assault occurring during the performance of their employment assignment will be maintained on full pay status during the period of leave, not exceeding ten (10) workdays. Leave beyond that time will be granted by the Board of Education based on the recommendation by a Board-appointed physician.

Assault leave shall not be charged against sick leave earned by the employee under Section 3319.141 of the O.R.C. and must be reported in writing within ten (10) working days to the employee's immediate supervisor.

38.2 Employees who have filed complaints of physical assault suffered during their employment assignment in an appropriate court and who are required by the court to be absent from assigned duties at a later date for purpose of appearing in court or to assist in the investigation of the charge may request and shall receive assault leave with full pay for the days of absence.

ARTICLE XXXIX – SAVINGS CLAUSE

39.1 Should any Article, Section or Paragraph of the Agreement be declared illegal by a court of competent jurisdiction, said provision shall be declared invalid except to the extent permitted by law. The parties shall meet within fourteen (14) days to re-negotiate or revise such provision or establish a lawful alternative provision.

ARTICLE XL – JURY AND WITNESS DUTY

40.1 An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of the jury service or witness service.

40.2 Employees shall be paid their regular daily pay upon submission and counter-signing of any payment received for said jury or witness duty. Employees shall also be compensated by the Board, upon submission of receipt, for any parking fees occurred while serving on jury duty.

ARTICLE XLI – AGREEMENT

41.1 This agreement shall be effective upon ratification of OAPSE Local 304 and adoption by the Fairview Park Board of Education and shall remain in effect until midnight, July 31, 2016, except that the parties agree that any and all wage and benefit provisions may be opened by either party with thirty (30) days advance written notice. Should either party so open, the other may add its proposals on any wage and benefit provisions by written submission to the initiating party. This contract supersedes all previous agreements and contracts, verbal or written between the Board and OAPSE Local 304, and constitutes the entire Contract and agreement between the parties.

41.2 If any portion of this Contract is declared illegal by a court of law, or by any legislative action which supersedes the Ohio Collection Bargaining Law (ORC 4117) and the authority it grants to the parties of this Contract, then only that portion of the Contract shall be declared null and void, and all other portions shall remain in force.

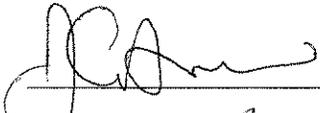
41.3 All written provisions of the current agreement which are not specifically altered, modified or changed by these negotiations shall be part of the successor agreement when all issues between the parties have been settled.

OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES, LOCAL 304

FAIRVIEW PARK BOARD OF
EDUCATION

BY:

BY:

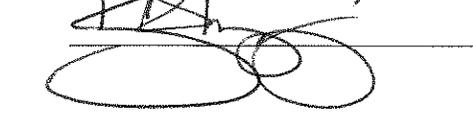












Fairview Park City Schools Classified Salary Schedule August 1, 2013																					
LEVEL	STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	1.02	0.02																			
1	CUSTODIAN WITH LICENSE	\$ 19.80	\$ 20.20	\$ 20.54	\$ 20.88	\$ 21.32	\$ 21.64	\$ 22.03	\$ 22.44	\$ 22.99	\$ 23.60	\$ 23.60	\$ 23.60	\$ 23.60	\$ 24.06	\$ 24.06	\$ 24.06	\$ 24.66	\$ 24.66	\$ 24.66	\$ 25.23
3	CUSTODIAN WITHOUT LICENSE	\$ 18.73	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12	\$ 19.12
	HEAD BUILDING CUSTODIAN & MAINTENANCE MAN	\$ 20.21	\$ 20.58	\$ 21.02	\$ 21.34	\$ 21.82	\$ 22.26	\$ 22.69	\$ 23.12	\$ 23.69	\$ 24.13	\$ 24.13	\$ 24.13	\$ 24.13	\$ 24.65	\$ 24.65	\$ 24.65	\$ 25.08	\$ 25.08	\$ 25.08	\$ 25.55
7	UTILITY MAN	\$ 15.93	\$ 16.32	\$ 16.62	\$ 17.08	\$ 17.38	\$ 17.74	\$ 18.15	\$ 18.41	\$ 18.93	\$ 19.34	\$ 19.34	\$ 19.34	\$ 19.34	\$ 19.81	\$ 19.81	\$ 19.81	\$ 20.31	\$ 20.31	\$ 20.31	\$ 20.86
11	SWEEPER/CLEANER - NIGHTS	\$ 15.93	\$ 16.32	\$ 16.62	\$ 17.08	\$ 17.38	\$ 17.74	\$ 18.15	\$ 18.41	\$ 18.93	\$ 19.34	\$ 19.34	\$ 19.34	\$ 19.34	\$ 19.81	\$ 19.81	\$ 19.81	\$ 20.31	\$ 20.31	\$ 20.31	\$ 20.86
13	SWEEPER/CLEANER - DAYS	\$ 13.40	\$ 13.73	\$ 14.11	\$ 14.53	\$ 14.82	\$ 15.23	\$ 15.59	\$ 15.91	\$ 16.40	\$ 16.77	\$ 16.77	\$ 16.77	\$ 16.77	\$ 17.26	\$ 17.26	\$ 17.26	\$ 17.74	\$ 17.74	\$ 17.74	\$ 18.23
15	FOOD SERVICE ASSOCIATE	\$ 12.73	\$ 13.23	\$ 13.67	\$ 14.16	\$ 14.68	\$ 15.13	\$ 15.66	\$ 16.07	\$ 16.58	\$ 17.11	\$ 17.11	\$ 17.11	\$ 17.11	\$ 17.54	\$ 17.54	\$ 17.54	\$ 18.04	\$ 18.04	\$ 18.04	\$ 18.56
17	FOOD SERVICE ASSISTANT	\$ 12.16	\$ 12.70	\$ 13.17	\$ 13.62	\$ 14.14	\$ 14.60	\$ 15.11	\$ 15.61	\$ 16.08	\$ 16.57	\$ 16.57	\$ 16.57	\$ 16.57	\$ 17.08	\$ 17.08	\$ 17.08	\$ 17.54	\$ 17.54	\$ 17.54	\$ 18.02
19	BUS DRIVERS	\$ 16.13	\$ 16.76	\$ 17.30	\$ 17.96	\$ 18.53	\$ 19.14	\$ 19.76	\$ 20.38	\$ 21.02	\$ 21.62	\$ 21.62	\$ 21.62	\$ 21.62	\$ 22.26	\$ 22.26	\$ 22.26	\$ 22.84	\$ 22.84	\$ 22.84	\$ 23.46
25	TEACHER/EDUCATIONAL AIDE	\$ 13.01	\$ 13.52	\$ 13.93	\$ 14.36	\$ 14.78	\$ 15.23	\$ 15.71	\$ 16.07	\$ 16.58	\$ 17.07	\$ 17.07	\$ 17.07	\$ 17.07	\$ 17.41	\$ 17.41	\$ 17.41	\$ 18.21	\$ 18.21	\$ 18.21	\$ 18.51
27	MONITOR	\$ 12.61	\$ 13.11	\$ 13.52	\$ 14.06	\$ 14.55	\$ 14.98	\$ 15.55	\$ 15.90	\$ 16.18	\$ 16.18	\$ 16.18	\$ 16.18	\$ 16.18	\$ 16.18	\$ 16.18	\$ 16.18	\$ 16.18	\$ 16.18	\$ 16.18	\$ 16.18
35	SECRETARY TO H.S. PRIN. - 12 MONTH (260 DAYS) & SECRETARY TO ASSOC. H.S. PRINCIPAL - 11 MONTH (240 DAYS)	\$ 14.65	\$ 15.30	\$ 15.95	\$ 16.64	\$ 17.26	\$ 17.92	\$ 18.56	\$ 19.20	\$ 19.86	\$ 20.50	\$ 20.50	\$ 20.50	\$ 20.50	\$ 21.16	\$ 21.16	\$ 21.16	\$ 21.82	\$ 21.82	\$ 21.82	\$ 22.49
39	SECRETARY - 11 MONTH (225 DAYS) & 10 MONTH (200 DAYS)	\$ 14.61	\$ 15.26	\$ 15.91	\$ 16.56	\$ 17.20	\$ 17.86	\$ 18.51	\$ 19.16	\$ 19.81	\$ 20.46	\$ 20.46	\$ 20.46	\$ 20.46	\$ 21.11	\$ 21.11	\$ 21.11	\$ 21.76	\$ 21.76	\$ 21.76	\$ 22.45
53	LIBRARY AIDE/ TECHNICIAN - (193 DAYS)	\$ 16.97	\$ 17.75	\$ 18.53	\$ 19.31	\$ 20.11	\$ 20.89	\$ 21.66	\$ 22.46	\$ 23.23	\$ 24.02	\$ 24.02	\$ 24.02	\$ 24.02	\$ 24.81	\$ 24.81	\$ 24.81	\$ 25.59	\$ 25.59	\$ 25.59	\$ 26.41
107	PHYSICAL PLANT MAINTENANCE MAN	\$ 17.82	\$ 18.18	\$ 18.47	\$ 18.79	\$ 19.20	\$ 19.48	\$ 19.82	\$ 20.19	\$ 20.70	\$ 21.24	\$ 21.24	\$ 21.24	\$ 21.24	\$ 21.67	\$ 21.67	\$ 21.67	\$ 22.19	\$ 22.19	\$ 22.19	\$ 22.71
108	CUSTODIAL/MAINTENANCE FOREMAN	\$ 22.62	\$ 23.03	\$ 23.51	\$ 23.88	\$ 24.40	\$ 24.90	\$ 25.39	\$ 25.87	\$ 26.51	\$ 27.00	\$ 27.00	\$ 27.00	\$ 27.00	\$ 27.58	\$ 27.58	\$ 27.58	\$ 28.07	\$ 28.07	\$ 28.07	\$ 28.57

Fairview Park City Schools Classified Salary Schedule August 1, 2014																					
LEVEL	STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	1.03	0.03																			
1	CUSTODIAN WITH LICENSE	\$ 20.39	\$ 20.80	\$ 21.16	\$ 21.51	\$ 21.96	\$ 22.28	\$ 22.69	\$ 23.10	\$ 23.68	\$ 24.30	\$ 24.30	\$ 24.30	\$ 24.30	\$ 24.77	\$ 24.77	\$ 24.77	\$ 25.39	\$ 25.39	\$ 25.39	\$ 25.99
3	CUSTODIAN WITHOUT LICENSE	\$ 19.29	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69	\$ 19.69
	HEAD BUILDING CUSTODIAN & MAINTENANCE MAN	\$ 20.81	\$ 21.19	\$ 21.64	\$ 21.98	\$ 22.47	\$ 22.92	\$ 23.37	\$ 23.81	\$ 24.41	\$ 24.85	\$ 24.85	\$ 24.85	\$ 24.85	\$ 25.38	\$ 25.38	\$ 25.38	\$ 25.82	\$ 25.82	\$ 25.82	\$ 26.31
7	UTILITY MAN	\$ 16.40	\$ 16.80	\$ 17.10	\$ 17.59	\$ 17.89	\$ 18.26	\$ 18.69	\$ 18.96	\$ 19.49	\$ 19.91	\$ 19.91	\$ 19.91	\$ 19.91	\$ 20.39	\$ 20.39	\$ 20.39	\$ 20.91	\$ 20.91	\$ 20.91	\$ 21.47
11	SWEEPER/CLEANER - NIGHTS	\$ 16.40	\$ 16.80	\$ 17.10	\$ 17.59	\$ 17.89	\$ 18.26	\$ 18.69	\$ 18.95	\$ 19.49	\$ 19.91	\$ 19.91	\$ 19.91	\$ 19.91	\$ 20.39	\$ 20.39	\$ 20.39	\$ 20.91	\$ 20.91	\$ 20.91	\$ 21.47
13	SWEEPER/CLEANER - DAYS	\$ 13.79	\$ 14.13	\$ 14.52	\$ 14.96	\$ 15.25	\$ 15.67	\$ 16.05	\$ 16.38	\$ 16.88	\$ 17.26	\$ 17.26	\$ 17.26	\$ 17.26	\$ 17.77	\$ 17.77	\$ 17.77	\$ 18.26	\$ 18.26	\$ 18.26	\$ 18.76
15	FOOD SERVICE ASSOCIATE	\$ 13.11	\$ 13.63	\$ 14.08	\$ 14.58	\$ 15.12	\$ 15.58	\$ 16.13	\$ 16.56	\$ 17.08	\$ 17.62	\$ 17.62	\$ 17.62	\$ 17.62	\$ 18.07	\$ 18.07	\$ 18.07	\$ 18.59	\$ 18.59	\$ 18.59	\$ 19.11
17	FOOD SERVICE ASSISTANT	\$ 12.52	\$ 13.08	\$ 13.56	\$ 14.03	\$ 14.56	\$ 15.03	\$ 15.56	\$ 16.07	\$ 16.56	\$ 17.06	\$ 17.06	\$ 17.06	\$ 17.06	\$ 17.59	\$ 17.59	\$ 17.59	\$ 18.06	\$ 18.06	\$ 18.06	\$ 18.55
19	BUS DRIVERS	\$ 16.61	\$ 17.26	\$ 17.81	\$ 18.49	\$ 19.08	\$ 19.71	\$ 20.34	\$ 20.98	\$ 21.64	\$ 22.26	\$ 22.26	\$ 22.26	\$ 22.26	\$ 22.92	\$ 22.92	\$ 22.92	\$ 23.52	\$ 23.52	\$ 23.52	\$ 24.15
25	TEACHER/EDUCATIONAL AIDE	\$ 13.40	\$ 13.92	\$ 14.35	\$ 14.78	\$ 15.21	\$ 15.69	\$ 16.18	\$ 16.55	\$ 17.07	\$ 17.58	\$ 17.58	\$ 17.58	\$ 17.58	\$ 17.92	\$ 17.92	\$ 17.92	\$ 18.75	\$ 18.75	\$ 18.75	\$ 19.06
27	MONITOR	\$ 12.99	\$ 13.50	\$ 13.93	\$ 14.48	\$ 14.98	\$ 15.43	\$ 16.01	\$ 16.37	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66	\$ 16.66
	SECRETARY TO H.S. PRIN. - 12 MONTH (260 DAYS) & SECRETARY TO ASSOC. H.S. PRINCIPAL - 11 MONTH (240 DAYS)	\$ 15.09	\$ 15.76	\$ 16.42	\$ 17.14	\$ 17.78	\$ 18.45	\$ 19.11	\$ 19.77	\$ 20.44	\$ 21.11	\$ 21.11	\$ 21.11	\$ 21.11	\$ 21.79	\$ 21.79	\$ 21.79	\$ 22.46	\$ 22.46	\$ 22.46	\$ 23.16
39	SECRETARY - 11 MONTH (225 DAYS) & 10 MONTH (200 DAYS)	\$ 15.04	\$ 15.72	\$ 16.38	\$ 17.05	\$ 17.71	\$ 18.39	\$ 19.06	\$ 19.73	\$ 20.40	\$ 21.06	\$ 21.06	\$ 21.06	\$ 21.06	\$ 21.74	\$ 21.74	\$ 21.74	\$ 22.40	\$ 22.40	\$ 22.40	\$ 23.12
53	LIBRARY AIDE/ TECHNICIAN - (193 DAYS)	\$ 17.47	\$ 18.28	\$ 19.07	\$ 19.88	\$ 20.70	\$ 21.51	\$ 22.30	\$ 23.12	\$ 23.92	\$ 24.72	\$ 24.72	\$ 24.72	\$ 24.72	\$ 25.54	\$ 25.54	\$ 25.54	\$ 26.34	\$ 26.34	\$ 26.34	\$ 27.19
107	PHYSICAL PLANT MAINTENANCE MAN	\$ 18.35	\$ 18.72	\$ 19.03	\$ 19.35	\$ 19.78	\$ 20.06	\$ 20.41	\$ 20.80	\$ 21.32	\$ 21.87	\$ 21.87	\$ 21.87	\$ 21.87	\$ 22.31	\$ 22.31	\$ 22.31	\$ 22.85	\$ 22.85	\$ 22.85	\$ 23.39
108	CUSTODIAL/MAINTENANCE FOREMAN	\$ 23.29	\$ 23.72	\$ 24.21	\$ 24.59	\$ 25.13	\$ 25.63	\$ 26.14	\$ 26.63	\$ 27.29	\$ 27.80	\$ 27.80	\$ 27.80	\$ 27.80	\$ 28.40	\$ 28.40	\$ 28.40	\$ 28.90	\$ 28.90	\$ 28.90	\$ 29.42

Fairview Park City Schools Classified Salary Schedule August 1, 2015																					
LEVEL	STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	1.03	0.03																			
1	CUSTODIAN WITH LICENSE	\$ 21.00	\$ 21.43	\$ 21.79	\$ 22.15	\$ 22.62	\$ 22.95	\$ 23.37	\$ 23.80	\$ 24.39	\$ 25.03	\$ 25.03	\$ 25.03	\$ 25.03	\$ 25.52	\$ 25.52	\$ 25.52	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.77
3	CUSTODIAN WITHOUT LICENSE	\$ 19.87	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28	\$ 20.28
5	HEAD BUILDING CUSTODIAN & MAINTENANCE MAN	\$ 21.44	\$ 21.83	\$ 22.29	\$ 22.64	\$ 23.15	\$ 23.61	\$ 24.07	\$ 24.52	\$ 25.14	\$ 25.59	\$ 25.59	\$ 25.59	\$ 25.59	\$ 26.14	\$ 26.14	\$ 26.14	\$ 26.60	\$ 26.60	\$ 26.60	\$ 27.10
7	UTILITY MAN	\$ 16.89	\$ 17.30	\$ 17.62	\$ 18.11	\$ 18.43	\$ 18.81	\$ 19.25	\$ 19.53	\$ 20.07	\$ 20.51	\$ 20.51	\$ 20.51	\$ 20.51	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.53	\$ 21.53	\$ 21.53	\$ 22.12
11	SWEEPER/CLEANER - NIGHTS	\$ 16.89	\$ 17.31	\$ 17.62	\$ 18.11	\$ 18.43	\$ 18.81	\$ 19.25	\$ 19.52	\$ 20.07	\$ 20.51	\$ 20.51	\$ 20.51	\$ 20.51	\$ 21.01	\$ 21.01	\$ 21.01	\$ 21.53	\$ 21.53	\$ 21.53	\$ 22.11
13	SWEEPER/CLEANER - DAYS	\$ 14.21	\$ 14.55	\$ 14.95	\$ 15.41	\$ 15.71	\$ 16.15	\$ 16.53	\$ 16.87	\$ 17.39	\$ 17.78	\$ 17.78	\$ 17.78	\$ 17.78	\$ 18.30	\$ 18.30	\$ 18.30	\$ 18.81	\$ 18.81	\$ 18.81	\$ 19.33
15	FOOD SERVICE ASSOCIATE	\$ 13.50	\$ 14.04	\$ 14.50	\$ 15.02	\$ 15.57	\$ 16.05	\$ 16.61	\$ 17.05	\$ 17.60	\$ 18.15	\$ 18.15	\$ 18.15	\$ 18.15	\$ 18.61	\$ 18.61	\$ 18.61	\$ 19.14	\$ 19.14	\$ 19.14	\$ 19.68
17	FOOD SERVICE ASSISTANT	\$ 12.90	\$ 13.47	\$ 13.97	\$ 14.45	\$ 15.00	\$ 15.49	\$ 16.03	\$ 16.56	\$ 17.05	\$ 17.57	\$ 17.57	\$ 17.57	\$ 17.57	\$ 18.11	\$ 18.11	\$ 18.11	\$ 18.60	\$ 18.60	\$ 18.60	\$ 19.11
19	BUS DRIVERS	\$ 17.11	\$ 17.78	\$ 18.34	\$ 19.05	\$ 19.65	\$ 20.30	\$ 20.96	\$ 21.61	\$ 22.29	\$ 22.93	\$ 22.93	\$ 22.93	\$ 22.93	\$ 23.61	\$ 23.61	\$ 23.61	\$ 24.23	\$ 24.23	\$ 24.23	\$ 24.88
25	TEACHER/EDUCATIONAL AIDE	\$ 13.80	\$ 14.34	\$ 14.78	\$ 15.23	\$ 15.67	\$ 16.16	\$ 16.66	\$ 17.04	\$ 17.58	\$ 18.10	\$ 18.10	\$ 18.10	\$ 18.10	\$ 18.46	\$ 18.46	\$ 18.46	\$ 19.32	\$ 19.32	\$ 19.32	\$ 19.63
27	MONITOR	\$ 13.37	\$ 13.91	\$ 14.34	\$ 14.91	\$ 15.43	\$ 15.90	\$ 16.49	\$ 16.86	\$ 17.16	\$ 17.16	\$ 17.16	\$ 17.16	\$ 17.16	\$ 17.16	\$ 17.16	\$ 17.16	\$ 17.16	\$ 17.16	\$ 17.16	\$ 17.16
35	SECRETARY TO H.S. PRIN. - 12 MONTH (260 DAYS) & SECRETARY TO ASSOC. H.S.	\$ 15.54	\$ 16.23	\$ 16.91	\$ 17.65	\$ 18.31	\$ 19.00	\$ 19.68	\$ 20.37	\$ 21.06	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 22.44	\$ 22.44	\$ 22.44	\$ 23.14	\$ 23.14	\$ 23.14	\$ 23.86
39	SECRETARY - 11 MONTH (225 DAYS) & 10 MONTH (200 DAYS)	\$ 15.50	\$ 16.19	\$ 16.87	\$ 17.56	\$ 18.24	\$ 18.94	\$ 19.63	\$ 20.32	\$ 21.01	\$ 21.70	\$ 21.70	\$ 21.70	\$ 21.70	\$ 22.39	\$ 22.39	\$ 22.39	\$ 23.07	\$ 23.07	\$ 23.07	\$ 23.82
53	LIBRARY AIDE/ TECHNICIAN - (193 DAYS)	\$ 18.00	\$ 18.83	\$ 19.64	\$ 20.47	\$ 21.32	\$ 22.15	\$ 22.97	\$ 23.82	\$ 24.64	\$ 25.46	\$ 25.46	\$ 25.46	\$ 25.46	\$ 26.31	\$ 26.31	\$ 26.31	\$ 27.13	\$ 27.13	\$ 27.13	\$ 28.01
107	PHYSICAL PLANT MAINTENANCE MAN	\$ 18.90	\$ 19.28	\$ 19.60	\$ 19.93	\$ 20.38	\$ 20.66	\$ 21.03	\$ 21.43	\$ 21.96	\$ 22.53	\$ 22.53	\$ 22.53	\$ 22.53	\$ 22.98	\$ 22.98	\$ 22.98	\$ 23.54	\$ 23.54	\$ 23.54	\$ 24.09
108	CUSTODIAL/MAINTENANCE FOREMAN	\$ 23.99	\$ 24.43	\$ 24.93	\$ 25.33	\$ 25.88	\$ 26.40	\$ 26.92	\$ 27.43	\$ 28.11	\$ 28.63	\$ 28.63	\$ 28.63	\$ 28.63	\$ 29.25	\$ 29.25	\$ 29.25	\$ 29.77	\$ 29.77	\$ 29.77	\$ 30.30

Fairview Park City Schools Classified Salary Schedule Index																					
LEVEL	STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1	CUSTODIAN WITH LICENSE	1.000	1.020	1.038	1.055	1.077	1.093	1.113	1.133	1.161	1.192	1.192	1.192	1.192	1.215	1.215	1.215	1.245	1.245	1.245	1.274
3	CUSTODIAN WITHOUT LICENSE	1.000	1.021	1.021	1.021	1.021	1.021	1.021	1.021	1.021	1.021	1.021	1.021	1.021	1.021	1.021	1.021	1.021	1.021	1.021	1.021
5	HEAD BUILDING CUSTODIAN & MAINTENANCE MAN	1.000	1.018	1.040	1.056	1.080	1.101	1.123	1.144	1.173	1.194	1.194	1.194	1.194	1.220	1.220	1.220	1.241	1.241	1.241	1.264
7	UTILITY MAN	1.000	1.024	1.043	1.072	1.091	1.113	1.140	1.156	1.188	1.214	1.214	1.214	1.214	1.243	1.243	1.243	1.275	1.275	1.275	1.309
11	SWEEPER/CLEANER - NIGHTS	1.000	1.025	1.043	1.072	1.091	1.113	1.140	1.156	1.188	1.214	1.214	1.214	1.214	1.244	1.244	1.244	1.275	1.275	1.275	1.309
13	SWEEPER/CLEANER - DAYS	1.000	1.024	1.053	1.085	1.106	1.136	1.164	1.187	1.224	1.251	1.251	1.251	1.251	1.288	1.288	1.288	1.324	1.324	1.324	1.360
15	FOOD SERVICE ASSOCIATE	1.000	1.039	1.074	1.112	1.153	1.188	1.230	1.263	1.303	1.344	1.344	1.344	1.344	1.378	1.378	1.378	1.417	1.417	1.417	1.458
17	FOOD SERVICE ASSISTANT	1.000	1.044	1.083	1.120	1.163	1.201	1.242	1.284	1.322	1.362	1.362	1.362	1.362	1.404	1.404	1.404	1.442	1.442	1.442	1.482
19	BUS DRIVERS	1.000	1.039	1.072	1.113	1.149	1.187	1.225	1.263	1.303	1.340	1.340	1.340	1.340	1.380	1.380	1.380	1.416	1.416	1.416	1.454
25	TEACHER/EDUCATIONAL AIDE	1.000	1.039	1.071	1.104	1.136	1.171	1.208	1.235	1.275	1.312	1.312	1.312	1.312	1.338	1.338	1.338	1.400	1.400	1.400	1.423
27	MONITOR	1.000	1.040	1.073	1.115	1.154	1.189	1.233	1.261	1.283	1.283	1.283	1.283	1.283	1.283	1.283	1.283	1.283	1.283	1.283	1.283
35	SECRETARY TO H.S. PRIN. - 12 MONTH (260 DAYS) & SECRETARY TO ASSOC. H.S. PRINCIPAL - 11 MONTH (240 DAYS)	1.000	1.045	1.088	1.136	1.178	1.223	1.267	1.311	1.355	1.399	1.399	1.399	1.399	1.444	1.444	1.444	1.489	1.489	1.489	1.535
39	SECRETARY - 11 MONTH (225 DAYS) & 10 MONTH (200 DAYS)	1.000	1.045	1.089	1.133	1.177	1.222	1.267	1.311	1.356	1.400	1.400	1.400	1.400	1.445	1.445	1.445	1.489	1.489	1.489	1.537
53	LIBRARY AIDE/ TECHNICIAN - (193 DAYS)	1.000	1.046	1.091	1.138	1.185	1.231	1.277	1.324	1.369	1.415	1.415	1.415	1.415	1.462	1.462	1.462	1.508	1.508	1.508	1.556
107	PHYSICAL PLANT MAINTENANCE MAN	1.000	1.020	1.037	1.054	1.078	1.093	1.112	1.133	1.161	1.192	1.192	1.192	1.192	1.216	1.216	1.216	1.245	1.245	1.245	1.274
108	CUSTODIAL/MAINTENANCE FOREMAN	1.000	1.018	1.039	1.056	1.079	1.101	1.122	1.143	1.172	1.194	1.194	1.194	1.194	1.219	1.219	1.219	1.241	1.241	1.241	1.263

Farthing, Sheila

From: Sue Genovese [sgenovese@fairview.k12.oh.us]
Sent: Tuesday, February 04, 2014 2:42 PM
To: Farthing, Sheila
Subject: RE: OAPSE Contract

That sounds like a good idea. Here are the changes:

Page 17 – Item 21.7 -of the Agreement during a contract year (August 1 – July 31).....

Page 22 – Item 26.4 -paid an additional \$.75 per hour in the wage scale.....

Page 22 – Item 26.6 -scheduled hours are between 10:00 PM and 6:00 AM

Hope this makes sense to you. Let me know if you have a question.

Thanks!

Susan

Susan Genovese
Administrative Assistant
to Supt. of Schools
Fairview Park City Schools
440-331-5500, Ext. 1110
Fax: 440-356-3545
sgenovese@fairview.k12.oh.us

From: Farthing, Sheila [mailto:Sheila.Farthing@serb.state.oh.us]
Sent: Tuesday, February 04, 2014 2:14 PM
To: Sue Genovese
Subject: RE: OAPSE Contract

I can make the changes if you would like to email them to me?

Sheila

Sheila S. Farthing
Research & Training
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215
(614) 466-2963
(614) 728-8018 Fax
sheila.farthing@SERB.state.oh.us

From: Sue Genovese [mailto:sgenovese@fairview.k12.oh.us]
Sent: Tuesday, February 04, 2014 1:36 PM
To: Farthing, Sheila
Subject: RE: OAPSE Contract

Glad you received it. Unfortunately, there are a couple of small corrections.
Would it be easier if I just sent you the entire document or can you go in and make changes?

Thanks,
Susan

Susan Genovese
Administrative Assistant
to Supt. of Schools
Fairview Park City Schools
440-331-5500, Ext. 1110
Fax: 440-356-3545
sgenovese@fairview.k12.oh.us

From: Farthing, Sheila [mailto:Sheila.Farthing@serb.state.oh.us]
Sent: Tuesday, February 04, 2014 10:49 AM
To: Sue Genovese
Subject: RE: OAPSE Contract

Thank you so much, Sue. Please see the attached time-stamped copy.
Take care,
Sheila

Sheila S. Farthing
Research & Training
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215
(614) 466-2963
(614) 728-8018 Fax
sheila.farthing@SERB.state.oh.us

From: Sue Genovese [mailto:sgenovese@fairview.k12.oh.us]
Sent: Monday, February 03, 2014 8:39 AM
To: Farthing, Sheila
Subject: OAPSE Contract

Good Morning, Sheila –

Attached is a copy of our new OAPSE contract for 2013-2016. Sorry for the delay.

Thanks for your patience,
Susan

Susan Genovese
Administrative Assistant
to Supt. of Schools
Fairview Park City Schools
440-331-5500, Ext. 1110
Fax: 440-356-3545
sgenovese@fairview.k12.oh.us