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AGREEMENT

by and between the

BOARD OF EDUCATION

of the

CINCINNATI CITY SCHOOL DISTRICT

and

**LOCAL 232 OHIO COUNCIL 8,
AFSCME, AFL-CIO**

January 1, 2013 – December 31, 2013

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AGREEMENT
By and Between the
BOARD OF EDUCATION OF THE CINCINNATI CITY SCHOOL DISTRICT
and
LOCALS 232 OHIO COUNCIL 8, AFSCME, AFL-CIO

ARTICLE I
Purpose

This Agreement is made between the Board of Education of the Cincinnati City School District, hereinafter referred to as the "Board", and Local 232, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, herein referred to as the "Union."

The male pronoun adjective, where used herein, also refers to the female, unless otherwise indicated. The term employee or employees, where used herein, refers to all employees in the Bargaining Unit as provided herein.

It is the intent and purpose of this Agreement to provide a fair and reasonable method of enabling employees to participate, through Union representation, in the establishment of terms and conditions of their employment and to establish and maintain an environment of mutual respect and a peaceful procedure for the resolution of all differences between the parties. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) work days at a mutually agreeable time to negotiate alternative language on the same subject matter.

ARTICLE II
Recognition

A. Local 232 Ohio Council 8, AFSCME, AFL-CIO, is hereby recognized as the sole and exclusive bargaining agent for all employees of the Cincinnati Board of Education as defined in Appendix I, in all matters of establishing salaries, rates of pay, wages, hours of work, adjustment of grievances and other conditions of employment.

B. Should a classification be added to the existing job group, for example, if a Custodian VI were added to the job group of Custodians, such a classification shall be added to Appendix I. Inactive positions, for example, Custodian V in Appendix I, if reactivated, shall be assigned salaries as if they had always been active. No classification shall be changed or job abolished without notification and discussion with the Union.

C. The Board shall not recognize, for purposes of collective bargaining, any other organization which seeks the right to represent the members of the bargaining unit, nor shall the Board create, dominate or make concessions to any such organization.

D. AFSCME shall have a representative on committees convened by the Superintendent for a purpose which directly impacts employees represented by the Union and when other labor organizations are also represented. AFSCME will receive information which is to be given to the public on the Friday before the Board of Education meeting or as soon as possible thereafter as it is available.

E. The Board will provide the Union with a list of all bargaining unit members as soon as possible. The list will include the employees' names, addresses, work locations and classifications.

ARTICLE III **Non-Discrimination**

A. The provisions of this Agreement shall be applied to all employees without discrimination on account of sex, race, creed, age (18+) or national origin. The Board recognizes that no employee shall be subject to sexual harassment and that it will take appropriate remedial action to protect that right.

B. The Board agrees not to interfere with the rights of its employees, as defined in Appendix I, to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Board or any of its agents, against any employee because of Union membership or because of her/his acting as an officer in any other lawful activity on behalf of the Union.

ARTICLE IV **Union Security**

A. The Board, for such employees who are members of the Union, and who sign individual checkoff dues authorizations furnished to the Board for such purpose, shall deduct from the pay biweekly the Union dues and promptly remit the same to the Union. If an employee desires to revoke her/his dues checkoff authorization, written notice shall be given to the Board in the following manner. The employee shall obtain the "Local Union Record of Membership by Payroll Deduction" card which the employee previously filled out (or the local Union record used prior to the card currently used) from the Local Union's office, write on the back of the card the phrase "revoke my authorization" and sign and date such revocation. The completed card may then be turned in by the employee to the office of the Treasurer of the Board only during the first ten (10) days of the month of September of each year of this Agreement, as shown on the authorization card.

Under no circumstances shall the Union deny the right of any employee to revoke authorization of payroll deduction of union dues pursuant to the above procedure.

B. The Board shall not be liable to the Union for the remittance of payment of any sum other than that constituting actual deductions made from the wages of employees. The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including, by way of example and not limitation, the cost of any judgment against the Board and the reasonable value of any attorney fees incurred, that may arise out of or by reason of action taken by the Board or not taken by the Board for the purpose of complying with any provision of this Article.

The dues checkoff authorization card and Local Union Record of Membership by Payroll Deduction are attached as an appendix to this Agreement.

C. Union representatives shall be permitted reasonable access to work areas in order to conduct legitimate Union business. The Union is permitted one Steward and one alternate steward in each building, and shall furnish their names to the Board at the time of their identification as Union Stewards. Stewards shall be given reasonable time to investigate and process grievances without loss of pay, within their respective buildings. However, no Steward shall leave her/his regularly assigned work in order to investigate a grievance without first obtaining approval of her/his supervisor. The president and vice president of Local 232 shall be given reasonable time to investigate and process grievances without loss of pay. However, no officer shall leave her/his regularly assigned work in order to investigate a grievance without first obtaining approval of her/his supervisor.

Upon request of the Union, the Board shall allow for the full time release for the President and/or Vice President of Local 232 in order to conduct Union business. They shall be paid the full salary to which the employee is entitled under this contract, they shall enjoy all increments, benefits and leaves as other bargaining unit members and shall continue to accrue seniority. The Union shall reimburse the Board for salary, medical, dental and term life insurance benefits provided to such employees, retirement contributions paid on their behalf, and other expenses related to salary and fringe benefit costs.

D. Fair Share Fee

- 1) (a) Effective at the beginning of the pay period, as allowed by O.R.C. Section 4117.09 (C), all employees covered by this Agreement who are not members of AFSCME shall pay to AFSCME through deductions from each paycheck their fair share of the costs of the collective bargaining services rendered by AFSCME that are properly chargeable to non-members under state and federal law, as determined through the method described below (referred to hereafter as "fair share").

- (b) The obligation of non-members to pay such fair share commences with the first paycheck due in the pay period, after the signing of this Agreement and after official notification from the Union, or with the first paycheck due sixty (60) days after initial employment in the bargaining unit, whichever occurs later. The fair share procedures set forth in the paragraphs below must be in place.
- 2) Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to AFSCME, provided, however, that AFSCME shall submit to the Board at least fourteen (14) days prior to the first paycheck to employees at the beginning of each school year a notice which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of AFSCME, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share. AFSCME shall also certify to the Board that a notice concerning the calculation of fair share payments by non-members has been published for at least twenty-one (21) days prior to the first paycheck to employees at the beginning of each school year pursuant to "AFSCME Non-members Fair Share Payments Implementation Program and Appeal Procedure" issued annually by AFSCME Ohio Council 8 and on file with the Board.
 - 3) AFSCME shall prepare a form of notice to employees by which non-member employees shall be informed of the percentage and method of calculation of the fair share fee which shall include the report of an independent auditor disclosing and verifying the major categories of expenses upon which the fee calculation shall be based. The notice shall inform employees of their right to object or challenge the calculation of the fair share fee through the internal appeal procedure, culminating in arbitration. The notice to non-members shall set forth the address and telephone number of AFSCME and a copy of the AFSCME's internal appeal procedure.
 - 4) Upon AFSCME'S timely receipt of a challenge under AFSCME's internal appeal procedure, AFSCME shall deposit in an escrow account, separate from all other AFSCME funds, the amount of fee payments received on behalf of any challenger that is fairly placed at issue by her/his challenge. After the objection has been authenticated, the objector's fair share fee amount will be reduced by the nonchargeable percentage established and set forth above for the calendar year 1994.

Escrow of Fair Share Fees: Upon receipt of a written challenge, as specified above, Ohio Council 8 will, commencing with the first fair share payment received following receipt of a timely challenge, place in an established interest bearing escrow account, an amount equal to one hundred percent (100%) of the challenger's future fair share fee payments. The fair share fees paid will remain in escrow until the arbitration award issues and will thereafter be distributed to the appropriate parties and the challenger pursuant to the arbitrator's award. All challengers will be automatically treated as objectors and their fair share fee payments will be reduced in accordance with the objection procedure.

- 5) If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by AFSCME, AFSCME shall promptly adopt such determination and notify the Board to reduce deductions from the earnings of non-members to said prescribed amount. Such adjustment shall not entitle any non-member who had not made a timely objection to a refund or rebate for past fair share fee payments.
- 6) As an express condition to the Board's agreement to grant a fair share fee arrangement to AFSCME, AFSCME shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, refunds, rebates, or other forms of liability including attorney fees and expenses paid or payable by the Board that shall arise by reason of action taken by the Board for the purpose of complying with the provisions of this Article with respect to fair share fees, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions by AFSCME. AFSCME's counsel shall be lead counsel during any litigation concerning the fair share fee.
- 7) Nothing in this Article shall inhibit or interfere with the rights of any employees objecting to the payment of AFSCME dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09 (C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.
- 8) In order to enjoy fair share fee, AFSCME shall have a membership equal to fifty percent (50%) plus one (1) or more of the full-time regular employees of the bargaining unit Local 232. In the alternative, in order to enjoy fair share fee in a separate unit, AFSCME shall have a membership equal to fifty percent (50%) plus one (1) or more of the employees of that separate unit (either Local 232 or separately). In either event in order to continue to enjoy fair share fee, such membership shall be maintained as of the expiration of this contract.
- 9) AFSCME represents to the Board and to the employees it represents that its "non-member fair share payments implementation and appeal procedure" and its other practices and conduct in the course of implementing the fair share fee arrangement conform to state and federal law.

E. Other Voluntary Deductions

The Board 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 Board and the Union. The Board agrees to remit any deductions made pursuant to this provision as directed by 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.

The Board shall deduct from the amount transmitted to the Union, \$0.04 per deduction and \$10.00 per transmittal.

The Board shall not be liable to the Union for the remittance of payment of any sum other than that constituting actual deductions made from the wages of members. The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including, by way of example and not limitation, the cost of any judgment against the board and the reasonable value of any attorney fees incurred, that may arise out of or by reason of action taken by the Board or not taken by the Board for the purpose of complying with any provision of this section.

ARTICLE V
Wages, Supplementary Benefits and Working Conditions

The wages, benefits, and working conditions for employees covered by this Agreement shall be in accordance with resolutions passed by the Board. There shall be no recommendations for changes in wages, benefits and working conditions affecting such employees as contained in this Agreement without prior negotiations and agreement with the Union. The wage schedules agreed upon are those in Appendix II.

There will be labor/management committees which will meet four times a school year or more as agreed to by co-chairs. Agenda items will be provided ahead of time. The labor/management committees will be made up of representatives from, Local 232 and management. The purpose of these committees will be to discuss contract and other related issues which may include concerns over instances of lack of professionalism, absence of collaboration, abuse of power by administrators, and matters which directly impact jobs of employees represented by the Union. The Union and the Board may invite other persons who may be useful to the discussion, including other employee representatives.

ARTICLE VI
Management Rights

The Union recognizes the Board of Education's exclusive rights to manage the operation of the school system regarding: direction of the working forces; the right to evaluate; the right to hire, promote and transfer employees of its own selection; the right to determine the assignment of work including reasonable overtime; and assignment of working hours as needed; the right to require employees to observe the rules and regulations of the Board; the right to discipline, transfer, promote, demote, suspend and discharge employees for just cause. These rights are vested exclusively in the Board of Education or its representative, except to the extent expressly modified by the specific provisions of this Agreement. The foregoing enumeration of management's rights

shall not be deemed to exclude other rights not specifically set forth and the Board, therefore, retains all rights not otherwise specifically relinquished by this Agreement.

ARTICLE VII
Bulletin Boards

The Board shall provide the Union with a bulletin board or space at each school or building.

A. No notice or other writing may contain anything political or critical of the Board, any other institution or any employee or other person.

B. All notices or other materials posted on the bulletin board must be signed by the President or Chief Steward of the Union or an official representative of AFSCME Ohio Council 8.

C. The Board shall arrange for communications with the Union Office three (3) times a week, Monday, Wednesday, and Friday, or the same basis as the Board provides for the schools, whichever is greater.

ARTICLE VIII
No Strike or Lockout

It is understood and agreed that the services performed by employees covered in this Agreement are essential to the public's health, safety and welfare. Therefore, the Union agrees that it will not authorize, instigate aid, condone, or engage in any strike, work stoppage or other action at a time which will interrupt or interfere with Board of Education operations. No employee shall cause or take part in any strike, work stoppage, slow-down, or other action which will interrupt or interfere with the operation of the Board of Education. In the event of a violation of this section, the Union agrees to take affirmative steps with the employees concerned, and use every reasonable means to bring about an immediate resumption of normal work. If for any reason there is a work stoppage of this nature, parties to this Agreement will maintain continuous communications in an attempt to resolve the dispute concerned. The Board agrees that it will not lock out employees.

ARTICLE IX
Grievance Procedure

A grievance is an allegation by an employee, union, or employer, that the terms of the Agreement between the Union and the Board have been violated or misrepresented.

When an employee feels she/he has a grievance under the terms of this Agreement, she/he shall request a conference with her/his immediate supervisor for the purpose of presenting a complaint as well as the possible resolution of the complaint. If the employee is not satisfied with

the resolution of the complaint, the employee may formalize the complaint into writing and pursue the following procedure.

Step 1. A grievance must be filed in writing with the appropriate supervisor within fifteen (15) work days after said event, upon which it is based, or within fifteen (15) work days said event could reasonably be assumed to have been known by either the employee or the Union. The appropriate supervisor must render a written decision within five (5) work days after receipt of the grievance or after the completion of the employee's grievance conference if a conference is held.

Step 2. In the event a grievance has not been satisfactorily resolved at Step 1, the Union shall file, within five (5) work days of the receipt of the appropriate supervisor's written decision at Step 1, a copy of the grievance and the reply from Step 1 to the appropriate administrator or her/his designee. A meeting shall be held to discuss the grievance. The administrator or her/his designee shall render a written decision within five (5) work days after the completion of the grievance meeting.

Step 3. If the grievance is not settled as provided in Step 2, the Union shall file, within five (5) work days of the receipt of the written decision at Step 2, a copy of the grievance and the replies to the Superintendent. A meeting shall be held with the Superintendent or the General Counsel shall render a written decision within five (5) work days after the meeting.

Step 4. The Union, on behalf of any employee grieving a non-disciplinary, contractual issue or on behalf of an unclassified employee who regularly works four or more hours per day and who has been suspended more than three (3) days or dismissed after completing five (5) or more years of satisfactory service, or on behalf of a classified employee who has been suspended more than (1) day or dismissed after completing one (1) or more years of satisfactory service, or the Board may demand grievance mediation. If the Union or the Board desires grievance mediation, it shall make its demand in writing to the General Counsel or to the Union, as the case may be, within ten (10) calendar days of the receipt of the written decision at Step 3 of the grievance procedure or the grievance shall be considered resolved by the written decision at Step 4.

If a demand is made, the Cincinnati office of the Federal Mediation and Conciliation Service shall be contacted for the purpose of providing a federal mediator. The following rules shall apply in grievance mediation:

- 1) The grievant shall have the right to be present at the mediation conference.
- 2) Each party shall have one representative present its position to the mediator.
- 3) The representatives of the parties are encouraged, but not required, to present the mediator with a brief written statement of the facts, the issue, and the arguments in support of their position. If such a statement is not presented in written form, it shall

be presented orally at the beginning of the mediation conference. Each mediation conference shall last no more than two and one-half hours.

- 4) Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference.
- 5) Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply, and no record of the mediation conference shall be made.
- 6) The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.
- 7) If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision, unless both parties agree that no decision shall be provided.
- 8) The mediator shall state the grounds of his or her advisory decision.
- 9) The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.
- 10) If no settlement is reached at mediation, the parties are free to arbitrate. If they do so, arbitration must be requested within ten (10) calendar days of the mediation conference.
- 11) In the event that a grievance that has been mediated subsequently goes to arbitration, no mediator may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party in the mediation conference may be used against it at arbitration

Step 5. The Union, on behalf of any employee grieving a non-disciplinary, contractual issue, may demand advisory arbitration. If the Union desires advisory arbitration, it shall make its demand in writing to the General Counsel within ten (10) calendar days of the receipt of the decision of the mediator in grievance mediation or the grievance shall be considered resolved by the written decision at Step 3.

The arbitrator shall be selected by agreement of the parties. If the parties cannot select an arbitrator otherwise, they shall request the Federal Mediation and Conciliation Service to submit one or more panels of five arbitrators, from which the parties will select an advisory arbitrator. The arbitrator shall not have the jurisdiction or authority to alter, ignore, modify, add to or subtract from any of the terms of this Agreement.

The decision of the arbitrator shall be advisory with the Board making the final decision to accept, modify or reject the advisory decision. Expenses of the arbitration and the fees of the arbitrator shall be shared equally by the parties.

Grievance mediation and/or advisory arbitration may be immediately discontinued by the Board if the grievant or the Union files a charge, appeal or complaint raising issues similar to those raised by the grievance with OCR, EEOC, SERB, the Civil Service Commission or any other agency or court.

In addition to the above limitations, no issue arising out of an evaluation or appraisal which did not directly result in a suspension of more than three (3) days or a dismissal is subject to the grievance mediation.

Within fifteen (15) days after receiving the arbitrator's written advisory opinion, the Board of Education shall either sustain the decision of the arbitrator or give an alternate decision.

Step 6. The Union, on behalf of any classified employee or on behalf of an unclassified employee who regularly works four or more hours per day and who has completed five (5) or more years of satisfactory service, or the Board, may demand binding arbitration over termination or suspension of more than three (3) days within twenty-five (25) days of the date of the answer at the previous step.

The arbitrator will be selected by alternate striking from a panel of five arbitrators previously agreed to by both parties. After any arbitrator on the panel has rendered at least two awards, either party, within fourteen (14) days, may remove such arbitrator from the panel and agree upon his or her replacement on the panel.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no authority to alter in any way the terms and conditions of this agreement, and shall confine his decision to a determination of the facts and an interpretation and application of this agreement.

The fees and other expenses of the arbitrator shall be shared equally.

No section of Article IX shall prohibit a classified employee from appealing any formal discipline through the Civil Service Commission unless the employee has chosen to waive an appeal to the Civil Service Commission in writing in order that the Union may demand arbitration.

ARTICLE X **Disciplinary Procedure**

A. An employee may be disciplined for incompetency, inefficiency, dishonesty, alcohol and substance abuse, immoral conduct, insubordination, discourteous treatment of the public, violation of the rules, neglect of duty, any failure of good behavior, or any illegal acts in office.

B. Possible disciplinary actions are as follows: oral or written reprimand; reduction of pay to the next lower step within the pay range; suspension up to thirty (30) calendar days; demotion; or dismissal.

C. Except when Section (F.) applies, no employee shall be disciplined other than an oral or written reprimand without a hearing by the Business Executive or his/her designated representative unless the employee specifically waives it in writing. At this hearing, for Local 232 bargaining unit employees, the employee shall have the right to be represented by the union including the Union President. With the exception of discipline arising as a result of an employee's performance evaluation, the charging supervisor must make a request for a pre-disciplinary hearing not later than twenty (20) working days from the date upon which she/he becomes aware of the precipitating incident(s). Notice of a request for a pre-disciplinary hearing must be forwarded to the Union, including the Union President. It is the responsibility of the official hearing the charges to advise the employee of her/his right to representation before the date of the hearing. The employee and the Union shall be given at least three (3) working days written notice of the hearing. The hearing shall precede the discipline, unless the seriousness of the circumstances requires that the discipline be administered prior to the hearing. The Board will render a written disciplinary decision within fifteen (15) working days of the disciplinary hearing, unless the Board requires additional time within which to render its decision. If additional time is required, the Board shall inform the Union and the employee in writing of the specific time required and the reason for the additional time. When an employee is to be disciplined, the employee shall be advised in writing of the reason. For classified employees, a "Notice of Disciplinary Action, Separation or Lay-Off" is used to notify her/him concerning lay-off, suspension, reduction, discharge, reprimand, or separation during the probationary period. The reason for the action and the effective time and date are given on the form. A copy of the notice of disciplinary action for all classified employees is sent to the Civil Service Commission.

For unclassified employees, notice of disciplinary action, separation, or layoff shall be delivered by hand or by certified mail. The reason for the action and the effective time and date shall be noted in the letter. Wherever possible an employee may be given an opportunity to improve the quality of her/his services.

D. A classified employee may appeal a dismissal, demotion, reduction in pay or a suspension in excess of three (3) days, to the Civil Service Commission by filing a request in writing within ten (10) days after the effective date of the disciplinary action. A suspension of three (3) days or less is subject to appeal to Step 3 under the Grievance Procedure. The appeal must be submitted within ten (10) days of the notice of the disciplinary action.

E. An unclassified employee who has completed three (3) years of service may appeal a dismissal, demotion, reduction in pay, or a suspension in excess of one (1) day to Step 3 of the

Grievance Procedure by filing a grievance in writing within ten (10) days after the effective date of the disciplinary action to the Superintendent or to the General Counsel.

F. If an employee is absent without leave for three (3) consecutive work days, because the employee has not reported for work or fails to notify and get prior approval for her/his absence from her/his supervisor, the employee shall be deemed dismissed. If within ten (10) days after the last day of actual work prior to the unexplained absence the employee should furnish to the appropriate branch head a satisfactory explanation of absence, the entry of dismissal may be set aside.

For classified employees, this action must also be approved by the Civil Service Commission.

G. Before a written disciplinary communication is inserted into an employee's personnel file, the employee will have an opportunity to read the communication and attach her/his own words. An employee may examine her/his personnel file. An employee may challenge any letter, note of reprimand contained in the employee's personnel file which the employee believes is untrue or inaccurate and may place a written denial or explanation to such letter, note or reprimand in the file. If such letter, note or reprimand is false, it shall be removed from the file.

H. As it pertains to time lines in this Article, working days are defined as Monday through Friday, not including Board recognized holidays. As it pertains to the final disposition, fifteen (15) working days begins one (1) working day after the pre-disciplinary hearing.

ARTICLE XI **Filling of Vacancies and Temporary Promotions**

A. Seniority: Total seniority is defined as an employee's total continuous service with the Cincinnati Board of Education. An employee shall not accumulate seniority during the probationary period. However, upon completion of the probationary period, the seniority date shall be retroactive to the employee's date of hire.

Services shall be considered broken when an employee resigns, retires or is separated from employment for any reason. If any separation is followed by reinstatement within one (1) year, the employee shall receive credit for employment prior to the reinstatement. An employee is "separated from employment" if that employee is laid off for more than one (1) year unless, in the case of a classified employee, the Civil Service Commission mandates a layoff list for employment purposes of more than a one (1) year period.

B. Vacancies in positions above the lowest rank or grade of any category in the classified service shall be filled insofar as practicable by the promotion of present employees. Vacancies in positions at the lowest rank or grade of any category in the classified service shall be

filled insofar as practicable by the promotion of present classified employees. Where examinations are not required for promotions, other factors being equal, preference shall be given to eligible employees on the basis of seniority.

C. In promotional examinations, efficiency and seniority in service form a part of the grade. In all cases where vacancies are to be filled by promotion, the Commission certifies the names of the three (3) candidates standing highest on the promotional eligibility list. One of these three may be granted the promotion unless refused when offered.

D. Internal and external announcements of initial vacancies, promotional examinations, initial transfers and opportunities shall be made available simultaneously.

E. An employee failing her/his probationary period on promotion must be restored to her/his previous classification. The employee's salary step is that which she/he would have been on had she/he remained in the lower classification. The probationary period is set by the Civil Service Commission for each classified position. Unclassified employees will have a ninety (90) day probationary period.

F. An employee who is promoted and who fails her/his probationary period will be returned to her/his former position or one of like status and pay.

G. An employee who has resigned in good standing may be reinstated if a vacancy exists in the same or similar classification within one (1) year of the date of resignation.

H. 1) A transfer is defined as moving to another place of work, changing shifts or changing the number of hours scheduled and remaining within the same classification.

An employee wishing to transfer within the employee's classification may request it in writing on the proper form which can be obtained at the Civil Service Personnel Branch. When a vacancy exists in the requested assignment, and ability, training and past performance are the same among employees with requests for transfer on file, seniority will govern the choice.

2) An exception to the transfer process may occur in team-based schools. A transfer may be denied if it has a negative impact on school or team stability. Employees may grieve a denial of transfer caused by this provision. No transfer that results in a promotion, shift change, or increase in hours will be denied as a result of this provision.

Requests for transfer remain on file for one year unless withdrawn or refused when offered. The employee may repeat the request for transfer.

3) An employee is required to have a minimum of one (1) year of service before being eligible to apply for a transfer.

4) Employees with less than satisfactory performance evaluation, or with discipline resulting in loss of time during last employment year, shall not be considered for transfer.

5) Each employee may submit only one (1) transfer request per year between October 1st and September 30 for not more than eight (8) locations. The transfer request may be amended two (2) times per year. All transfer forms from the previous school year will be discarded as of September 30 of the following year.

6) Preference shall be given to transfer requests before assignment from an open list.

7) The Union President shall be notified in writing of vacancies at the time of the vacancy whether or not it is filled and such vacancies shall not be permanently filled for at least ten (10) calendar days following such notification. Employees who request a transfer to such vacancies during this period of at least ten (10) days shall be considered along with any employee who has previously submitted a request for transfer. Any vacancy resulting from the filling of the first vacancy shall not be subject to written notification or to the ten (10) day waiting period.

In considering requests for transfer, preference shall be given to employees submitting requests for lateral transfer in order to preserve the number of hours they have been scheduled to work. Further, any employee whose hours have been reduced for non-disciplinary reasons (for example, from six (6) scheduled hours to four (4) scheduled hours) and who has submitted a request for transfer to a position of the scheduled hours formerly worked (in the example, six (6) hours) shall be considered as a lateral transfer. Such preferential consideration shall continue until the employee accepts a transfer or refuses a preferential transfer.

8) In addition, the Human Resource Department will submit to the Union President a list by May 11 of each year of the known vacancies as of the preceding May 4 in their respective bargaining units. In order to be considered for such known vacancies a request for transfer must be received by the Civil Service Personnel Branch by June 8, unless a request for transfer is already on file in accordance with subparagraph H (1). The list shall show the school where the vacancy exists and the number of hours which are tentatively anticipated for that assignment. The Union President shall be notified of the names of employees whose transfer requests have been approved.

Transfer request forms will be sent out annually by the Human Resource Department.

I. When school is in session or when a school is large enough to have a custodial manager or lead person, the person acting under the working title of custodian in charge when the building engineer who is off work for at least one (1) full day shall receive \$5.25 additional pay per hour.

When school is in session, if a custodian or lead person replaces the custodial manager for at least one (1) full working day, she/he shall receive \$4.25 additional pay per hour.

J. When school is not in session and the school is not large enough to have a lead person or custodial manager, the person who replaces a building engineer absent from work for at last one (1) full work day, shall receive the \$1.00 additional pay per hour:

When school is not in session, if a custodial manager is absent, the building engineer will assume supervisory responsibility.

K. When school is in session, if a food service helper replaces the lunchroom manager for at least one (1) full working day, she/he shall receive \$4.25 additional pay per hour.

L. If an employee receives the temporary promotion pay rate for the work day before and the work day after the holiday, such an employee shall receive the pay rates for the holiday.

M. An employee who is absent while serving in a temporary promotional classification shall receive the pay rate of the temporary promotional classification for a period of two (2) days, unless another employee is assigned to the job before the two (2) day period terminates, at which time the pay rate of the absent employee shall revert to that of her/his former classification.

N. The Board and the Union shall meet and discuss the identification of the classifications where in-service training would be applicable and shall arrange for such in-service training.

O. When an employee (other than Paraprofessionals covered by paragraph C of Article XXVII and employees covered by Sections I, J, and K) is temporarily assigned for more than one (1) day by her/his supervisor to a position in the bargaining unit with a higher rate of pay than her/his position, the employee shall receive the higher rate for all hours worked in the higher paid position to which she/he is temporarily assigned.

P. Employees shall be appraised in accordance with Board policies, applicable law and civil service regulations.

Q. In the event an employee is dissatisfied with her/his appraisal which was rated overall less than satisfactory, the employee may request a conference with the reviewer within five (5) days at which time the employee may present her/his concerns about the appraisal. If the employee is still dissatisfied, the employee may request a conference with the appropriate administrator within five (5) days to discuss the appraisal. If the employee is still dissatisfied, the employee may request a conference with the General Counsel within five (5) days to discuss the appraisal. The employee may, upon request, have a Union representative present at the conference with the Administrator/General Counsel.

R. Maintenance Worker I shall be combined with Maintenance Worker II and the new classification titled Maintenance Worker I. Maintenance Worker III shall be combined with Maintenance Worker IV and the new classification titled Maintenance Worker II. For a promotion

to new Maintenance Worker II, an employee must have completed one year of services as a Maintenance Worker I, have a current satisfactory appraisal and pass an examination. An examination will be offered annually during the month of March. A job study will be performed on the Maintenance Crew Leader position. If there is a need to adjust the salary both parties shall meet to negotiate a new rate.

S. An employee may file a request that she/he wishes to be considered for the building engineer Training with the Civil Service Personnel Branch.

T. If the Food Service Department decides to transfer lunchroom employees during the summer, all employees will be notified of the transfers no later than August 15 of each year, if such vacancy exists prior to July 15. When transfers are made, the Board will make every effort to assign the employee to a school close to the employee's residence.

U. A custodian who is qualified and assigned to special carpet cleaning shall receive \$1.00 additional per hour for the duration of the assignment:

ARTICLE XII **Layoff and Recall**

A. When it becomes necessary in any department through lack of work or funds to reduce the number of employees in a given classification, emergency, provisional, temporary, seasonal and probationary permanent employees shall be laid off first in that order.

B. Permanent employees in a given classification shall be laid off next, pursuant to Section 124.32 of the Ohio Revised Code and Civil Service Rule XIII.

C. If a reduction is necessary in the number of employees in a classification normally filled by promotion, the employee with the least seniority in the classification, or in other classifications at equivalent pay level, will be demoted first rather than laid off. Thereafter, the layoff procedure of Section B shall apply.

D. The names of permanent employees who have been laid off shall be put on an appropriate recall list according to their seniority. For a period not to exceed one (1) year, according to their standing on such list, they shall have the prior right to recall to any vacancy in their classification.

E. In the event of a layoff of classified or unclassified employees, the appropriate union(s) shall be notified as soon as possible and shall be given a layoff list as soon as it becomes available, identifying the seniority and the classification of the employees affected. The Board shall consult with Local 232 on the effect of the layoff on their bargaining units and on the rights of any employee laid off directly or by bumping procedure. Local 232 shall be given a seniority list of employees at such time as such list is obtained from the Human Resources Department.

F. With respect to the layoff of unclassified employees, the employee with the greater seniority as defined in Article XI(A) shall be retained if a choice needs to be made between two or more employees who have substantially equal training, experience, and individual qualifications for a specific position. For a period not to exceed one (1) year, employees shall be recalled by seniority to any vacancy in their classification for which they are qualified.

ARTICLE XIII
Hours of Work and Overtime

A. Eight (8) hours per day and forty (40) hours per week shall constitute a normal work week. No more than one (1) hour shall be scheduled as an (unpaid) lunch period. Employees whose normal work day is six (6) hours shall have an unpaid lunch period whenever possible as close to the middle of their work day as possible. The lunch period shall be uninterrupted except for emergencies.

Employees working four (4) hours or less may, at the beginning of their work year only, designate whether or not they wish to have a lunch break. If they choose a lunch break and this break is scheduled at the end of their working day, they have the option of either eating or going home on a daily basis. If a lunch break is scheduled during the work day, they may not re-adjust the schedule and are expected to stay each day.

Employees choosing not to take a lunch break shall leave promptly after their working hours and are not permitted to eat during their working hours or take food with them at the end of the day.

If an employee has been transferred to another school, the employee may make another lunch break designation. Other requests to change the lunch break designation will be considered.

B. All time worked in excess of eight (8) hours in one day, and forty (40) hours in one week shall be paid for at time and one and a half (1½) the regular rate. When Sunday work is required and the employee is not notified by midnight of the preceding Friday, the rate for the work performed on Sunday shall be double the regular rate.

C. All work performed on a holiday, for employees who are otherwise eligible for pay on a holiday, shall be paid for at time and one and a half (1½) rate in addition to holiday pay.

D. Overtime assignment will be divided as equally as is practicable among staff members in a building.

E. Work Assignments

1) Work assignments for servicing permit activities beyond and immediately following the regular working day may be for any amount of time required in multiples of thirty (30) minutes up to, but not exceeding, two and a half (2½) hours.

2) All assignments for evening services on school days where there is an interval of time between the end of the regular working day and the beginning of the permit assignment shall be for a minimum of two and a half (2½) hours.

3) Assignments for service on Saturday, Sunday, or legal holidays, shall be for a minimum of four (4) hours.

4) Where servicing of buildings is needed, meal times will be staggered in order to provide the necessary service.

5) Employees assigned to display the flag on a holiday shall receive four (4) hours pay at time one and a half (1½) rate.

6) Flex time arrangements may be discussed with the employee's principal/building administrator and, where practicable, may be approved by the principal/building administrator.

ARTICLE XIV **Rest Period**

All eight (8) hour employees shall have two (2), ten (10) minute rest periods in each regular shift of each work day. The rest periods will be scheduled by the immediate supervisor, and, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift. Breaks may be scheduled immediately before or after a meal with the approval of the supervisor, but may not be taken at the start or at the end of a shift.

All employees working six (6) hours per day, but less than eight (8) hours, shall have one (1) ten (10) minute rest period. All employees working four (4) hours, but less than six (6) hours, shall have one five (5) minute rest period.

ARTICLE XV **Shift Differential**

A. Whenever it becomes necessary in the continuous regular operation of a school building to establish regular work shifts, a shift differential will be paid. The shift differential is \$0.15 an hour in addition to the day rate, not to exceed eight (8) hours worked in any shift ending after 6:00 P.M., but not later than 12:00 midnight, and \$0.20 an hour in addition to the day rate, not to exceed eight (8) hours, worked in any shift ending after 12:00 midnight, but not later than 8:00 A.M.

B. The shift differential will be added to the day rate to figure pay for a holiday or sick leave day if the employee received the differential on the last work day before the holiday or the sick leave day.

C. The shift differential is not included in determining pay for overtime and vacation.

ARTICLE XVI
Holidays

A. The holidays with pay for eligible employees are determined each year by the school calendar which is approved by the Board of Education.

B. When any of these holidays falls on a Saturday, all schools will be closed on the preceding Friday, and when any of these holidays falls on a Sunday, schools and offices will be closed on the following Monday.

C. All lunchroom employees shall be paid for the Christmas and New Year's holidays, and all regular school year employees shall be paid for those holidays.

D. All regular employees who work a fifty-two (52) week assignment and who are entitled to pay on the working day before and the working day after a holiday shall be paid the number of assigned hours at her/his regular hourly rate for Christmas Eve when that holiday falls on a Monday, Tuesday, Wednesday, or Thursday. Such employees shall be paid one half of the number of assigned hours at her/his regular hourly rate for Christmas Eve when Christmas Eve falls on a Friday (the holiday being observed on the preceding Thursday), when Christmas Eve falls on a Saturday (the holiday being observed on the preceding Friday), and when Christmas Eve falls on a Sunday (the holiday being observed on the preceding Friday).

E. The Friday after Thanksgiving and the 4th of July shall be considered a holiday for employees who are scheduled to work and covered by this Agreement.

F. All regular employees absent with pay on the working day before and the working day after a holiday qualify for pay for that holiday. Such holiday shall not be charged to sick leave if the employee is otherwise eligible for holiday pay.

G. If the employee is absent without pay on either the working day before or the working day after a holiday, the employee is not paid for the holiday. Employees will be paid for holidays when team based schools in-service day falls on a day before or the day after a holiday, even if the employee does not work the team based in-service day.

H. Regular lunchroom employees who have been paid the last day of their assignment the prior school year and who are entitled to pay the day following Labor Day are eligible for holiday pay for Labor Day.

ARTICLE XVII
Vacations

A. Regular employees who are eligible under Board of Education policies earn vacation credit at the rate of one (1) day for each month of service, not to exceed an annual vacation of ten (10) days, except as hereafter provided. Regular employees may use earned vacation by scheduling vacation time off with the approval of their supervisors. Supervisors shall not unreasonably deny vacation requests. Vacations shall be accumulated by pay periods beginning with the first full pay period in the month of September and extending through the last full pay period in June.

B. Regular employees completing the following years of service by September 30 of a given year will receive additional days of vacation as follows:

Ten (10) through fourteen (14) years	five (5) days
Fifteen (15) or more years	ten (10) days

C. Lunchroom employees shall receive longevity in lieu of vacation.

D. No vacation allowance is earned for absence due to layoff or leave of absence.

E. If a holiday occurs during an employee's vacation, said employee receives an added vacation day.

F. Normally, vacations shall be taken during June, July, and the first two weeks of August. Vacations may be approved at another time.

G. Within the established vacation schedule, senior employees shall be given preference in selection of vacation periods.

H. Usage is limited to the number of vacation days accrued before the beginning of the current pay period.

I. A terminal vacation with pay is granted if the employee has unused vacation allowance and leaves employment for any reason.

J. Earned vacation pay may be granted at the time an employee begins an officially approved leave of absence.

K. Regular employees completing the following years of service by September 30 of a given year will receive pay in lieu of vacation by check paid the first pay period in December each year as follows:

After twenty (20) years	one (1) day's pay
After twenty-five (25) years	one (1) day's pay

ARTICLE XVIII

Sick Leave

A. All employees earn sick leave credit at the rate of 4.6 hours per eighty (80) hours of completed service. Unused sick leave shall be cumulative without limit.

B. The previously accumulated sick leave of an employee who has been separated from the public service within the past ten (10) years may be placed to her/his credit upon re-employment in the public service.

C. An employee who transfers from one (1) Ohio public agency to another shall be credited with the unused balance of her/his accumulated sick leave. The employee must obtain verification of accumulated sick leave from the fiscal office of the agency from which it is to be transferred.

Employees hired January 1, 1997 or after shall first use sick days earned with another Ohio Public Employer until fifty percent (50%) of such sick leave is exhausted. Thereafter, when such sick leave is used, the board shall alternately deduct one (1) day of leave earned with the district and one (1) day of leave earned with another Ohio public employers.

D. Part-time, daily, or hourly employees accumulate sick leave according to the amount of actual service completed.

E. Any employee whose sick leave is exhausted shall receive an advance of five (5) days in the pay period in which loss of pay would otherwise occur. Said advance shall be charged against the sick leave the employee subsequently accumulates. No more than one such advance shall be granted in any year from September 1 through August 31. No advance shall be granted to any substitute, emergency or student employee or to any employee not reasonably expected to subsequently accumulate sick leave at least equal to the advance. Any balance of advanced sick leave remaining to an employee's credit at separation shall be deducted from the employee's final pay check.

F. Sick leave allowance is credited by pay periods in proportion to the time paid during the paid period. The statement of earnings accompanying each regular pay check shows the amount of sick leave accumulated at the beginning of that payroll period. The amount of sick leave available for any period shall not exceed the amount accrued at the beginning of such period.

G. Sick leave is not forfeited because of absence without pay, nor is it earned during such absence. A regular or part-time employee who leaves the employment of the Board shall retain her/his accumulated sick leave for ten (10) years from the date of termination or her/his last employment.

H. Sick leave may be used for absence due to personal illness, physical injury, pregnancy, illness in the immediate family, or death in the family. A physician's statement because of illness or injury to the employee or to a member of the employee's immediate family shall be required under either one of the following circumstances:

- 1) An absence of more than five (5) days.
- 2) An absence of one (1) or more days, but less than six (6) days, where that employee has been placed on written notice that a physician's statement shall be required for a shorter period of absence.

If approved, such absence is charged to sick leave.

Ordinarily an employee is allowed three (3) days of absence chargeable to sick leave in the event of the death of an immediate family member. The Board defines immediate family to include parents (including stepparent(s)), children (including stepchildren), spouse, sister or brother, aunt, uncle, nephew, niece, grandparent or grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or the spouse of his/her child.

I. Subject to the provisions of the Ohio Revised Code, Section 124.39, employees who are retiring shall be paid for one half (½) of their unused sick leave credit at their daily rate of pay. Effective July 1, 2004, for employees hired on or after July 1, 2004, employees who are retiring shall be paid for one quarter (¼) of their unused sick leave credit at their daily rate of pay.

Employees hired on or after January 1, 1997 shall not be eligible for conversion upon retirement for sick leave earned with another public employer.

J. Sick leave conversion shall be paid to survivors upon the death of an employee who had ten (10) years service with the Board on the basis of one (1) day's pay for each two (2) days accumulated, unused sick leave. Effective July 1, 2004, for employees hired on or after July 1, 2004, the rate of conversion under the above circumstances shall be one (1) day's pay for each four (4) days accumulated, unused sick leave.

ARTICLE XIX **Leave of Absence**

A. Any employee desiring a leave of absence must make an application explaining the reason for the request on the appropriate form.

B. An employee may be granted a leave of absence without loss of pay for military service not exceeding thirty-one (31) days as specified by law and without pay for military service exceeding thirty-one (31) days. If the military pay is less than the regular pay, the Board will pay the difference. However, allowances for travel, food, housing or uniforms are not considered. An

employee who leaves her/his position to serve in the armed services of the United States, as defined by law, is considered to be on a special leave of absence. However, the employee must return to work within one (1) year after receiving her/his service discharge in order to avoid a loss in financial status. The Board shall furnish health care benefits for employees called for military duty under the provisions of Sections 5923.05 and 5923.051 of the Ohio Revised Code.

C. Any regular Civil Service employee may be granted a maternity leave. A physician's statement, citing the expected delivery date and verifying the employee's ability to work up to the requested leave date, should accompany the request for maternity leave. The effective date of the maternity leave and the effective date of return to work will be established by the Civil Service Personnel Branch after consultation with the appropriate administrator and with the approval of the employee's attending physician. A physician's statement to the effect that the employee is physically capable of assuming her job duties should accompany a request to return to work.

D. Any regular Civil Service employee may be granted a leave of absence without pay for personal illness or illness in the employee's immediate family. A physician's statement verifying the illness should accompany the request for leave. The effective date of leave and the effective date of return to work will be established by the Civil Service Personnel Branch after consultation with the appropriate administrator. A leave of absence due to personal illness or illness in the employee's immediate family shall be for a period of not more than a year unless extended by the Superintendent.

E. Fathers of newborn children and parents of newly adopted children may use up to thirty (30) days of sick leave and/or leave without pay to be with the child and shall be returned to her/his present position upon request.

A maternity/parental/adoptive leave shall be for a definite period up to one (1) year. Such leave shall be renewed for a definite period up to one (1) year for medical reasons substantiated by a physician's statement.

ARTICLE XX **Other Leaves**

A. Personal Leave - Up to three (3) days may be granted between September 1 and August 31 each year. This leave is not chargeable to sick leave. Earned and unused personal leave shall be converted to sick leave on a day-for-day basis on August 31 of each year.

B. Compensation During Jury Duty - Employees summoned for jury duty shall incur no loss in pay, benefits or accrued leave. In case of absence in response to a subpoena in (1) a court proceeding, or (2) an administrative hearing, in which neither the employee nor the Union is a party,

the Board shall deduct from the employee's salary only the amount of any witness fee or other compensation in excess of \$35.00 per day.

C. Compensation When Employee or Union is a Party - In case of absence from duty for (1) a court proceeding, or (2) an administrative hearing (other than pre-disciplinary or grievance hearing), in which the employee or the Union is a party, no salary shall be paid to the employee for the period of absence, except as allowed under the appropriate section of Board policies, unless in the judgment of the Superintendent the employee should receive pay because the court proceeding or administrative hearing arises from a justifiable line of duty action on the part of the employee.

D. A regular employee may be excused to attend a conference, meeting or convention according to the procedures agreed to on January 3, 1966.

E. Union leave of three (3) days per each fifty (50) membership biennially will be granted by the Board, without loss of pay. These days may be used by elected delegates or officers of the organization to attend necessary meetings.

F. The President, Vice-President, Secretary, and Treasurer, may be excused to attend either State or National organization meetings but should never be absent more than a total of ten (10) days in any one year.

G. The Board shall grant an approved leave of absence with pay and benefits to one employee to perform Union business for thirty (30) days with an option to extend such leave of absence for an additional thirty (30) days for that employee or for another employee. Further, the Board may grant at its discretion an additional thirty (30) days for such leave of absence. The Union shall reimburse the Board for all costs incurred by the Board for such employee during such leave of absence.

H. Assault Leave - As soon as it is possible for the Treasurer to provide certification under Section 5705.41 and .412 Ohio Revised Code, the following assault leave provision shall be effective:

The Board shall provide employees with assault leave by which an employee who is absent due to physical disability resulting from an assault which occurs in the course of employment shall be maintained on full pay status during the period of such absence. An employee suffering such an assault may request assault leave by furnishing a signed statement on a form prescribed by the Board. Assault leave shall be granted upon approval of the request by the Superintendent, which approval shall not be unreasonably withheld. The Superintendent may from time to time review the status of an employee on assault leave so as to determine whether such leave shall continue. An employee returning from assault leave shall be treated in the same manner as an employee returning from sick leave.

An employee who has been on assault leave more than forty-five (45) days shall apply for disability retirement benefits from the School Employees Retirement System. Failure to apply will terminate assault leave.

If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment.

Assault leave granted under this section shall not be charged against sick leave earned or earnable under the Ohio Revised Code. All earnings paid under this section are in lieu of workers' compensation wage benefits.

ARTICLE XXI

Wages

- A. Wages are officially set by action of the Board of Education. (See Appendix III).
- B. Wage rates are subject to negotiations between the Union and the Board for those classifications in which representation by the Union has been established.
- C. A pay step-up becomes effective on the first day of the pay period nearest to the completion of the established period of service. To qualify for a pay step-up an employee must have worked satisfactorily and have been entitled to pay for at least seventy-five percent (75%) of the time.
- D. Employees reinstated within one year of resignation in good standing are restored to the same relative pay step held at the time of resignation, but are considered as new employees for purposes of attaining future step-ups.
- E. The initial salary of a new employee shall be the minimum salary for the position except in unusual circumstances. However, the salary shall be no higher than the lowest salary paid to a regular employee in the same classification and with the same experience who has received all service increments.
- F. When an employee is demoted for any reason, other than inefficiency or unsatisfactory performance, her/his pay should be at the same rate she/he held in the higher classification if the lower classification contains such a rate; otherwise, the employee shall receive the rate in the new classification next lower than her/his rate before demotion.
- G. Employees returning from military service are placed at the salary step they would have attained had they not left for military service.

H. When an employee is promoted, her/his pay shall be fixed at the step that will provide an increase of not less than one half (½) step, nor more than one and a half (1½) steps. In no case shall the salary be less than the minimum of the classification to which the employee is promoted.

I. Wages shall be paid in strict accordance with the attached schedule.

J. Representatives of the Board and AFSCME shall meet to develop a joint incentive plan for rewarding the successful completion of Board approved, higher education and/or job-related education taken on unpaid time for the advancement or enhancement of job skills of selected employees represented by AFSCME. The Board shall set aside up to \$40,000 for the three (3) year term of the Agreement for funding this incentive plan.

K. An employee may authorize another person to pick up his/her payroll check upon execution of an appropriate form provided by the Treasurer's office.

L. Employees may have their payroll checks mailed to them if they cannot pick the check up at work upon execution of an appropriate form provided by the Treasurer's office.

M. Bargaining Unit Employees who work thirty (30) hours or more will be on Level pay for twenty-six (26) pays.

N. Bargaining Unit Employees who work less than thirty (30) hours may be on Level pay for twenty-six (26) pays upon submitting a written request to the Board.

ARTICLE XXII
Health and Care Plan

Group Hospitalization, Medical, and Term Life Insurance Coverage

1. Board Contributions

Upon application by the employee, the Board will purchase or provide single, two (2) person or family coverage for any full-time employee, less the dollar amount shown on the monthly employee contribution and spousal premium schedules below, which shall be periodically deducted from the employee's paychecks.

2. Dental Plan

Employees shall be eligible for dental coverage through the Ohio AFSCME Care Plan.

3. Employee Contributions

Employees electing medical coverage shall choose a New Point of Service (POS) Plan.

The medical chart for 2010-12 on the following pages supersedes any language in this agreement to the extent any inconsistencies exist.

Note: The HMO was eliminated as an option and a new POS plan is being offered to replace the old POS plan.

The monthly employee contribution for coverage under Board group medical plan is set forth on the below schedule. The Board established a §125 Plan that treats employee contributions as pre-tax payments. A Working Spouse Provision is continued - Spouses of employees who (1) are employed and (2) are eligible for any other employer sponsored health coverage costing less than \$150.00 per month (least expensive option from that employer) cannot be enrolled as a dependent under the CPS health plan unless he/she also selects his/her employer's health care plan. The CPS health plan will include coordination of benefits (COB) equal to the current COB provision in place. In such cases, however, employees may continue to cover their spouses under the Board's Family or Employee + 1 plans, subject to COB. If a spouse is not subject to the Working Spouse Provisions due to items (1) and/or (2) above not being met, the Spousal Premiums shown in the Spousal Premium section below will continue to apply, as set forth on the schedule. CPS will conduct another dependent eligibility audit prior to January 1, 2011 (or as soon after January 1, 2011 as administratively feasible).

Employee Contribution
As Percentage of Base Salary (Medical Plan)

	Single	Employee + 1	Family
New POS	2.653%	5.250%	7.429%

Deductibles	January 1, 2011
	In/Out of Network
	New POS Plan
Single	\$300 / \$600
Single + One	\$600 / \$1200
Family	\$600 / \$1200

Coinsurance	January 1, 2011
	In/Out of Network
	New POS Plan
Coinsurance (after deductible)	20% / 40%

	January 1, 2011
	New POS Plan
Primary (PCP)*	See Deductible/Coinsurance Above Includes OB/GYN & Endocrinologist
Specialist	See Deductible/Coinsurance Above
Allergy Injections	See Deductible/Coinsurance Above
Vision/Hearing Exam/Testing	See Deductible/Coinsurance Above
Reconstruction Surgery	See Deductible/Coinsurance Above
Chiropractic	See Deductible/Coinsurance Above
Infertility	See Deductible/Coinsurance Above
Pregnancy	See Deductible/Coinsurance Above
Birthing Center	See Deductible/Coinsurance Above
PT/OT/ST	See Deductible/Coinsurance Above
Second Surgical Opinion	See Deductible/Coinsurance Above
Urgent Care (in/out)	See Deductible/Coinsurance Above
Emergency Room (in/out)	See Deductible/Coinsurance Above

Opt Out Provision	January 1, 2011
	New POS Plan
Single + One	\$100
Family	\$200

Spousal Premium/ Month *	January 1, 2011
	New POS Plan
Under \$30,000	\$80
\$30-\$60,000	\$100
\$60-\$90,000	\$120
\$90,000+	\$140

Wellness Plan

- A wellness program will be put into place January 1, 2011
- The plan design is to be determined by the CPS Benefit Committee
- The plan will cover Disease Mgmt, Lifestyle Mgmt and Case Mgmt
- Employees & spouses will be provided with the opportunity to earn \$500 each per year in wellness credit. Earned credits will be applied to individual Health Reimbursement Accounts (HRA) in the calendar year following the year in which they were earned. (2011 credits will be applied in 2012)
- Maximum HRA balances will be \$1,500 at any one time (applies to both Single/Family accounts)
- Humana Health Assessments completed in the 2010 calendar year will be applied to the HRA's in the 2011 calendar year
- Separation from Employment
Employees will have 6 months to submit HRA claims incurred prior to their separation from employment. Any balances remaining in the HRA after this 6 month period will be returned to CPS.

4. Right of Board to Change Carriers

The Board may change the health (medical and/or dental) insurance carrier(s), or provide coverage through self-insurance, provided that;

- (1) The resultant coverage(s) is at least equivalent to the coverage(s) as of January 1, 2004;
- (2) The Board has given the Union sixty (60) day notice of the proposed change and an opportunity to be consulted about the proposed change;
- (3) The Board has selected the new carrier(s) through solicitation of proposals, unless the change is to self-insurance; and
- (4) The joint Employee Benefits Committee has been given the opportunity to evaluate and make recommendations about the change.

5. Ohio AFSCME Care Plan

Effective January 1, 2011 the Board shall pay \$47.50 per employee per month to Ohio AFSCME Care Plan for the purpose of providing dental benefits, life insurance, prescription drug benefits, eye care program and hearing aid benefits as fully described in the plan's booklets. Employee is defined as any employee in this bargaining unit regularly working twenty (20) hours or more per week.

6. Physical Examination

A physical examination may be required when the employee is appointed to her/his initial position.

7. A vision care plan will be introduced on January 1, 2004. A plan design will be attached to the Agreement at that time.

8. No later than April 1, 2004, the Board will arrange to offer as voluntary programs group plans for home, auto, long-term care and prepaid legal services payable one hundred percent (100%) by employees.

9. Employee Benefits Committee

(A) Composition

The Board and the Union agree to continue the Employee Benefits Committee with representation from all unions, representing Board of Education employees. The Committee shall include a minimum of two members from each bargaining unit with proportional representation among the bargaining units. The Committee shall not be less than fifteen (15) or more than nineteen (19) in number. The Board shall also be represented on the Committee. Representatives on the Committee may call for smaller caucuses of their choosing at any time during the meeting.

(B) The role of the Employee Benefits Committee is to:

- (1) recommend needed benefit changes;
- (2) research, analyze, and recommend benefit providers and changes;
- (3) communicate to and educate employees about utilization of benefits to promote cost containment and effective implementation of benefits; and
- (4) provide on-going monitoring of providers' performance and employee concerns.

(C) The Employee Benefits Committee shall meet at least once monthly to review health care utilization and plan for future design of the plan. No later than twelve (12) months prior to the expiration of the Board's contract with the health care provider or administrator, the Committee shall meet and review the plan's utilization and cost. No less than six (6) months prior to the expiration of the health care contract, said committee shall make recommendations to the bargaining units and the Board.

Requests for proposals and resulting bids shall be accepted no later than five (5) months prior to the contract expiration with the Committee making a recommendation to the parties as to the carrier, cost and design. Agreement on the carrier, plan design and cost shall be reached no later than three (3) months prior to expiration of the health care contract. Employees on the Committee shall not suffer any loss of pay for reasonable hours of committee duty which conflict with the employee's scheduled duty hours.

ARTICLE XXIII
Health and Safety

A. Board of Education vehicles are insured. Drivers should always carry a supply of accident report forms in the glove compartment. In case of accident, observe the following as quickly as possible.

- 1) Call the police.
- 2) Call your supervisor.
- 3) Avoid discussing the accident until the police arrive.
- 4) If possible, take the car to the Board garage.
- 5) Give the completed accident report to your supervisor.

B. Employees are protected by the Ohio Workers' Compensation Law. If valid claims are made because of an occupational disease or any injury suffered in connection with work, it may provide for medical expenses and partial salary compensation for valid claims. Claims must be filed with the Ohio State Industrial Commission but are barred forever unless they are filed within two (2) years after the accident or death of the injured worker. This makes it important for family members to know the provisions of the law. Even if there is doubt about eligibility, or if no medical expense is involved, it is wise to file a claim for the record as soon as possible. If the claim is allowed, the employee may file another claim if medically traceable complications resulting from the original accident occur within ten (10) years.

Salary compensation is not granted if an employee is receiving sick leave pay from the Board during the period of absence. Claim forms can be obtained from the Department of Business Services and the Union.

C. The Board shall provide employees reimbursement in an amount not to exceed \$350.00 due to damage to an employee's personal property resulting from student assault

which occurred in the course of employment. An employee suffering damage to personal property as a result of such an assault may request reimbursement by furnishing a signed statement on a form prescribed by the Superintendent setting forth the circumstances of the assault, the extent of the damage and the reimbursement requested submitted to the Office of the General Counsel. Payment shall be made upon approval of the request by the Superintendent.

Reimbursement shall be provided to employees only in the event the employee does not have insurance coverage protecting against such damage. If an employee's insurance protection covers a portion of such damage, the Board shall reimburse the uncovered portion to a maximum of \$350.00. Effective January 1, 2005 the reimbursable amount shall be \$400.00. Effective January 1, 2006 the reimbursable amount shall be \$450.00.

D. 1) An employee suffering an assault shall submit written facts of the incident to the building/unit administrator and the Union.

2) The building unit administrator shall submit a written report of the assault to the Superintendent. The employee shall be given a copy of the report upon request.

3) An employee may use such force as is reasonable and necessary to protect herself/himself from attack, to protect school property from damage and/or destruction, or to prevent injury to another person.

4) The Board shall immediately notify an employee suffering an assault of her/his right to file charges and inform her/him of the procedure to be followed. The Board shall provide the employee with released time without loss of pay or accrued leave for any court appearance or administrative hearing resulting from an assault by a student.

E. The Board and the Union shall meet when necessary for the purpose of discussing health and safety issues which may be of concern to either party.

F. Employees who are required to work alone in a school building after the main office has closed shall be provided with a communication device for emergency assistance off site. Paraprofessionals who are assigned to playground duty alone shall be provided with a communication device for emergency assistance from the building. Employees provided with a communication device are responsible for its safekeeping while in the employee's possession and for its return for use by other employees.

G. Drug and Alcohol Testing

1. The Board, based upon reasonable suspicion, may require an employee to report immediately for a drug and alcohol test by a provider who is properly certified or licensed to perform the testing.
2. The Board will immediately notify the president of the employee's Union.
3. The Board will pay the cost of testing.
4. The provider will prepare "split" samples for additional testing, which, if requested, will be at the employee's expense.

H. Fitness for Duty

1. The Board, based upon reasonable suspicion, may require an employee to obtain a medical or psychological evaluation regarding the employee's fitness for duty.
2. Prior to requiring the evaluation, the Board will consult with the Union to discuss options.
3. The Board will pay the cost of any evaluation.

ARTICLE XXIV
Longevity

A. All regular lunchroom employees shall receive a longevity increment for twenty (20) or more years of service of \$0.15 per hour, granted once a year to employees who complete twenty (20) years of service by September 30, for twenty-five (25) or more years of service of \$0.17 per hour, granted once a year to employees who complete twenty-five (25) years of service by September 30, and for thirty (30) or more years of service of \$0.20 per hour, granted once a year to employees who complete thirty (30) years of service by September 30.

B. All regular employees, except lunchroom employees, who complete twenty (20) or more years of service by September 30 shall receive a longevity increment of \$0.15 per hour, those who complete twenty-five (25) or more years of service by September 30 shall receive a longevity increment of \$0.20 per hour, and those who complete thirty (30) or more years of service by September 30 shall receive a longevity increment of \$0.25 per hour.

C. Lunchroom employees shall also receive longevity in lieu of vacations as follows:

After five (5) years of service	\$0.08 per hour
After ten (10) years of service	\$0.16 per hour

ARTICLE XXV
Retirement

- A. All employees must become members of the Ohio School Employees Retirement System at the time of employment.
- B. A percentage of each employee's total pay will be deducted from each paycheck and sent to the Ohio School Employees Retirement System.
- C. SERS rules indicate the following: A member who joins SERS before May 14, 2008 will be eligible for a guaranteed lifetime monthly pension with the following combination of age and service credit:
 - Age sixty (60) and have at least five (5) years of service credit; or
 - Age fifty-five (55) if they have at least twenty-five (25) years of service credit; or
 - Thirty (30) years of service credit allows employees to retire at any age.

SERS rules also indicate that those who become SERS members on or after May 14, 2008 will be eligible for a guaranteed lifetime monthly pension with the following combinations:

- Ten (10) year of service credit at age sixty-two (62); or
 - Twenty-Five (25) years of service credit at age sixty (60); or
 - Thirty (30) years of service credit at age fifty-five (55).
- D. Employees who meet retirement requirements may retire at the beginning of any month.

ARTICLE XXVI
General

- A. Employees are responsible for reporting any change of name, address, and telephone number to the Civil Service Branch.
- B. Employees are responsible for payment of any just debts.
- C. Any employee may become a member of the Greater Cincinnati School Employees Credit Union.
- D. Job Descriptions - The Board shall keep on file, in the Civil Service Personnel Office, a job description for each classification, consisting of the necessary qualifications and duties of each classification. This pertains to both classified and unclassified personnel. These job descriptions may be reviewed by the Union at any time. Job descriptions for classified employees are approved by the Civil Service Commission and job descriptions for unclassified employees are

approved by the Civil Service Personnel Office.

E. Contracting - If the Board believes that it is necessary to contract out any service presently performed by employees who are represented by the Union, the Board shall immediately notify the Union for the purpose of having meaningful discussions concerning such matters with the Union. During such discussions, the parties shall explore the reasons for contracting, alternatives to contracting and the effect which contracting may have on employees represented by the Union. If any employees may be displaced as a result of contracting, the Board shall endeavor to reclassify the employees affected in positions for which they qualify or seek employment for the employees affected with the contractor before any layoff is effective.

F. The Board shall print this Agreement and the Board and the Union shall divide equally the cost of such printing.

G. Mileage - Reimbursement shall be at the maximum reimbursement allowed by the IRS for employee business expense. Employees required to work at more than one site shall be paid mileage and travel time.

H. All food service employees shall be given the opportunity to work longer hours when a "long hour" employee is absent. Substitutes shall receive the shorter hour assignments, wherever possible. Upon employee request, manager will document whenever deviation from the process occurs.

I. When the Superintendent authorizes school closing due to Acts of God, employees not required to come to work shall be paid as though they had worked for up to the number of calamity days authorized by the State of Ohio/Ohio Department of Education. If there are calamity days in addition to the State authorized days, employees shall not be paid unless they are assigned to work. Employees will be required to work on make-up days required by the State of Ohio/Ohio Department of Education and will be paid for hours worked on any make-up day. Employees who are required to work shall be paid the rate of the job assigned for all hours worked.

J. Food Services will train managers continuously in an effort to maintain a qualified manager in each school and create a group of floating managers who could replace school based managers absent on a long term basis. If floating managers are not available, a long hour employee in each school will be trained and given a temporary promotion during the manager's absence. These employees will be expected to assume the responsibilities of the lunchroom manager including, but not limited to, doing the check list, the daily report to the School Cashier and the food production record, accepting deliveries and making daily food orders.

K. If dual assignments are available and current AFSCME members can perform both assignments without working more than eight (8) hours/day or forty (40) hours/week, these members will be given priority consideration for the secondary position. If two (2) or more employees have equal ability, seniority shall control the choice. Local 232 employees will be considered for Local 232 positions before other employees. Starting pay will be at the rate of the beginning rate of pay for the second position unless the job classification is the same as the employee's current job classification. If the secondary position and the primary position are in the same job classification, the pay for the secondary position will be the same as that for the primary position. Summer Assignments in the bargaining units will be handled in the same manner as secondary assignments.

All bargaining unit members will be given an annual opportunity to sign up to be considered for these secondary assignments. Human Resources will send a notice at the end of each school year to each school for each bargaining unit steward and representative for such opportunity the next school year. No such secondary assignments will be guaranteed to any individual. Availability of such secondary assignments shall be dependent on budget availability.

L. A job study will be performed on the Maintenance Crew Leader position. If there is a need to adjust the salary both parties shall meet to negotiate a new rate.

ARTICLE XXVII

Paraprofessionals, Security Assistants, Assistant School Community Coordinators, Response Team, Licensed Practical Nurses, and Interpreters

A. In-service - The Board shall provide three (3) in-service days or partial days to the equivalent of three (3) days for Paraprofessionals on a District-wide or individual building basis as determined by the Superintendent who will establish the format and schedule for the in-service activities. In-service training will include security training for one (1) lead Paraprofessional in each elementary school jointly selected by the Board and the Union and specialized training to deal with the special needs of children in the in-school suspension classes and Saturday detention classes. One of the three (3) Paraprofessional in-service days shall be jointly planned by the Board and the Union. Paraprofessional participation shall be mandatory.

B. Longevity - All Paraprofessionals shall receive a longevity increment for ten (10) or more years of service of \$0.08 per hour, granted once a year to Paraprofessionals who complete ten (10) years of service by September 30.

All Paraprofessionals shall receive a longevity increment for fifteen (15) or more years of service of \$0.08 per hour (totaling \$0.16 per hour), granted once a year to Paraprofessionals who complete fifteen (15) years of service by September 30.

C. If a principal assigns a Paraprofessional to monitor a class under that principal's supervision in the absence of a teacher, the Paraprofessional shall receive \$2.00 per hour additional pay as compensation for the additional work assigned.

D. Paraprofessionals shall be notified in writing by the Civil Service Personnel Office if they are not to be re-employed for the ensuing school year. This notice will be given prior to the closing of school in June.

Any employee receiving notice of their employment terminating under this section shall be given the reason in writing. Such reason shall be subject to the grievance procedure.

E. Paraprofessionals shall return to their assignments the ensuing school year unless notified in writing by the Civil Service Personnel Office. Whenever possible, the employee shall receive this notice at least ten (10) days prior to the opening of school in September.

F. Paraprofessionals shall be notified of their work days, in accordance with the official school calendar, by September 15 of each school year.

G. Other provisions of this Agreement continue to apply to Paraprofessionals unless specified otherwise.

H. Summer school assignments for Paraprofessionals will be offered to current Paraprofessionals on the basis of ability. If two (2) or more Paraprofessionals have equal ability, seniority shall control the choice. The Security "Response Team" Summer school assignments shall be done on rotation by seniority. No one will be eligible for another summer school assignment until each person on the list has been offered the opportunity to work.

I. Paraprofessionals shall be provided adequate information on their daily job responsibilities in the classroom and elsewhere.

J. A communication device shall be available to Paraprofessionals on playground duty.

K. Paraprofessionals shall have access to teacher edition manuals where available.

L. In-days when the weather is so severe that students and staff should not be required to go outside shall be observed as "in-days." Guidelines for such "in-days" shall be established by the Instructional Leadership Team and forwarded to the Office of the Superintendent by September 30 of each year.

ARTICLE XXVIII

Amendment

This Agreement may be amended by mutual written agreement of the Board and the Union. Nevertheless, the parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, each party agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject matter not specifically referred to or covered by this Agreement.

ARTICLE XXIX

Effective Date and Termination

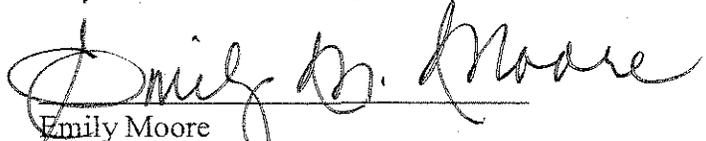
The Agreement between the Board and the Union shall be in effect from January 1, 2013 through December 31, 2013.

FOR THE UNION:

**LOCALS 232,
OHIO COUNCIL 8, AMERICAN
FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**



Renita Jones-Street
Ohio Council 8, Staff Representative



Emily Moore
Local 232, President

**FOR THE BOARD OF
EDUCATION OF THE
CINCINNATI CITY SCHOOL
DISTRICT**



Eve Bolton
Board President



Diana C. Whitt
Treasurer

APPENDIX I

BARGAINING UNIT POSITIONS FOR AFSCME

LOCALS 232

Assistant School Community Coordinator

Automotive Repair Helper

Cook I

Cook II

Cook Manager

Courier

Custodian I

Custodian II

Custodian III

Custodian IV

Custodian V

Custodial Manager

Exterminator

Food Service Helper

Head Storekeeper

Paraprofessional I

Paraprofessional II

Licensed Practical Nurse

Lunchroom Manager

Lunchroom Porter

Maintenance Crew Foreman

Maintenance Worker I

APPENDIX I (continued)

Maintenance Worker II
Manager, Class II
Manager, Class IB
Manager Class IC
Pastry Cook I
Pastry Cook II
Salad Maker
Security Assistant I
Security Assistant II
Security Response Team Member
Security Response Team Leader
Sign Language Interpreter
Stock Handler
Store Keeper
Student Service Assistant
Truck Driver

APPENDIX II



PUBLIC SECTOR AUTHORIZATION
MEMBERSHIP AND CHECKOFF CARD
AUTHORIZATION/MEMBERSHIP
LOCAL _____, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO



I request and hereby accept, upon execution of this authorization card, membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s)(the Union), and authorize the subordinate body(s) to represent me and in my behalf to negotiate and conclude all agreements as to rates of pay, wages, hours and all other terms and conditions of employment. It is agreed that such membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may only be revoked by me during the thirty (30) to forty-five (45) day period prior to the expiration of any labor agreement with my employer, by giving written notice to a subordinate body with proof of service. My membership shall not terminate until thirty (30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my checkoff agreement.



CHECKOFF AGREEMENT



You are hereby authorized and directed to deduct from my wages, my membership fee, initiation fee if any, assessment or an equivalent amount or fee, which shall be remitted by you to a subordinate body of AFSCME, in accordance with the applicable collective bargaining agreement. This checkoff Authorization and Assignment may only be revoked by me by my giving, and the appropriate subordinate body and my employer receiving written notice of revocation during the thirty (30) to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering my employment. This Authorization and Assignment will continue after revocation and shall not terminate until thirty (30) days after receipt of said timely written notice by the employer and Union or termination of any current labor agreement, whichever is later. I understand that this checkoff commitment is separate from my membership agreement. This checkoff Authorization and Assignment supersedes all previous authorizations and assignments.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

I understand that at times the labor agreement with my employer may vary the above agreed to terms of membership and/or checkoff or be silent. I agree that the above membership and checkoff authorization shall control in any and all circumstances absent a specific contrary checkoff or membership provision in the labor agreement covering my employment.

Print Name _____ Social Security No. _____

Address _____ City _____

State _____ Zip Code _____ Tel. No. _____

Email _____

Employer _____ Classification _____

Date _____ Signature _____

(Revised 5/99)



APPENDIX III

2010 SALARY SCHEDULES - AFSCME

**C. CUSTODIAL PERSONNEL /1
Effective January 1, 2010**

POSITION	SERVICE PERIOD	SALARY STEPS			
*Custodian 2 /3	52 wks.	919.75	937.20	964.22	982.53
		11.50	11.72	12.05	12.28
Custodian 1	52 wks.	1096.74	1115.63	1139.03	1162.41
		13.71	13.95	14.24	14.53
Custodian 2	52 wks.	1199.31	1218.20	1243.39	1259.59
		14.99	15.23	15.54	15.74
Custodian 3	52 wks.	1313.57	1352.27		
		16.42	16.90		
Custodial Manager /2	52 wks.	1391.84	1451.22		
		17.40	18.14		
Courier	52 wks.	1391.84	1451.22		
		17.40	18.14		
Exterminator	52 wks.	1391.84	1451.22		
		17.40	18.14		

- 1/ Employees in the above classifications shall be eligible for service longevity increments as follows:
 \$0.15 per hour longevity increment for twenty (20) or more years of service; or
 \$0.05 additional (\$0.20 total) for twenty-five (25) or more years of service; or
 \$0.05 additional (\$0.25 total) for thirty (30) or more years of service.

This increment shall be granted once a year to employees who completed twenty (20), twenty-five (25) or thirty (30) years of service by September 30.

A leadperson will be appointed, and may be designated as "in charge" to function in the role of supervisor of custodial service in addition to his/her regular work, whenever:

- (1) four (4) or more full-time employees of the same classification are on duty at the same location without a supervisor being assigned; and
- (2) two (2) or more full-time employees of the same classification are on duty at the same location during a supervisor's vacation period.

A leadperson will receive \$15.00 biweekly additional compensation.

- 2/ If supervising six (6) or more employees, an additional \$0.35 per hour will be paid.
 If assigned to the Education Center, an additional \$0.35 per hour will be paid.
- 3/ If hired on or after September 1, 1994.
- 4/ Custodians assigned to carpet cleaning crew shall receive an additional \$1.00 per hour.

NOTE:

Any custodian assigned as a power plant trainee shall receive \$10.00 biweekly additional compensation. Whenever it becomes necessary to establish regular work shifts, all civil service employees assigned to shifts shall be paid a shift differential of \$0.15 per hour in addition to the day rate not to exceed eight (8) hours worked in any shift ending after 6:00 P.M., but not later than 12 midnight and \$0.20 per hour not to exceed eight (8) hours worked in any shift ending after 12 midnight, but not later than 8:00 A.M.

Hourly rates shown are derived from the biweekly rate and, therefore, may be rounded to the nearest cent.

*The salary steps eliminated as of August 17, 2010.

F. FOOD SERVICE PERSONNEL /1
Effective January 1, 2010

POSITION	SERVICE PERIOD	BASIS	SALARY STEPS			
Manager, Class 1 B	Sch. Yr.	Bwk.	1946.05 24.33	2105.31 26.32	2260.07 28.25	2416.60 30.21
Manager, Class 1 C /4	Sch. Yr.	Hr.	18.81	19.30	19.71	20.27
Cook 1 /2	Sch. Yr.	Hr.	14.54	14.67	14.82	15.01
Cook 2	Sch. Yr.	Hr.	13.80	13.96	14.12	14.28
Lunchroom Manager /5	Sch. Yr.	Hr.	17.40	18.15	*18.75	
Food Service Helper /3	Sch. Yr.	Hr.	12.92	13.09	13.24	13.34
Lunchroom Porter	42 Wks	Hr.	13.57	13.71	13.85	13.97
Lunchroom Porter	52 Wks	Hr.	13.57	13.71	13.85	13.97
Pastry Cook 1	Sch. Yr.	Hr.	14.27	14.38	14.56	14.68

1/ Lunchroom employees shall be eligible for longevity increments in lieu of vacation for regularly appointed hours, (excludes overtime and temporary increased hours) for the following classifications: Cook 1, Cook 2, Lunchroom Manager, Pastry Cook 1, Food Service Helper and Lunchroom Porter.

After five (5) years of service - \$6.40 added to the base biweekly rate
 After ten (10) years of service - \$12.80 added to the base biweekly rate

Employees in the above classifications shall also be eligible for service longevity increments as follows:

\$0.15 per hour longevity increment for twenty (20) or more years of service; or
 \$0.02 additional (\$0.17 total) for twenty-five (25) or more years of service; or
 \$0.03 additional (\$0.20 total) for thirty (30) or more years of service.

This increment shall be granted once a year to employees who completed twenty (20), twenty-five (25) or thirty (30) years of service by September 30.

2/ Cook 1 will receive an additional \$24.00 biweekly when assigned the additional duties of Central Kitchen cook - production supervisor.

3/ Food Service Helper "in charge" will receive an additional \$0.50 per hour. A Food Service Helper working in a high school will receive an additional \$0.25 per hour when assigned to operate the computerized "Point of Sale" cash register in the lunchroom.

4/ The following increments for longevity apply to Manager, Class I C:
 After five (5) years of service - \$8.00 added to the base biweekly rate
 After ten (10) years of service - \$16.00 added to the base biweekly rate

This increment shall be granted in September 30 each year to employees who complete the years of service by the ensuing January 1.

5/ If supervising six (6) or more employees, an additional \$0.35 per hour will be paid. added to the salary schedule as of August 17, 2010.

NOTE:

Hourly rates shown are derived from the biweekly rate and, therefore, may be rounded to the nearest cent.

*Salary increment of \$18.75 is effective as of August 17, 2010.

I. OTHER CIVIL SERVICE PERSONNEL
Effective January 1, 2010

POSITION	SERVICE PERIOD	BASIS	SALARY STEPS			
Automobile Repair Helper	52 wks	Bwk.	1276.68	1313.57	1351.36	
		Hr.	15.96	16.42	16.89	
Head Storekeeper	52 wks	Bwk.				
		Hr.	18.95	19.48	19.98	20.43
Maintenance Crew Leader	52 wks	Bwk.				
		Hr.	32.08			
Maintenance Worker 1 /2	52 wks	Bwk.				
		Hr.	17.13	17.81	18.54	19.29
Maintenance Worker 2 /2	52 wks	Bwk.				
		Hr.	19.71	21.00	22.26	23.53
Stockhandler	52 wks	Bwk.				
		Hr.	17.72	18.22	18.69	
Storekeeper	52 wks	Bwk.	1417.92	1457.51	1495.30	1535.79
		Hr.	18.91	19.43	19.94	20.48
Truck Driver	52 wks	Bwk.				
		Hr.	17.72	18.22	18.69	

- 1/ Employees in the above classifications shall also be eligible for service longevity increments as follows:
 \$0.15 per hour longevity increment for twenty (20) or more years of service; or
 \$0.05 additional (\$0.20 total) for twenty-five (25) or more years of service; or
 \$0.05 additional (\$0.25 total) for thirty (30) or more years of service.

This increment shall be granted once a year to employees who completed twenty (20), twenty-five (25) or thirty (30) years of service by September 30.

- 2/ When assigned to backhoe operation, operator will receive \$0.50 additional per hour.

NOTE:

A Truck Driver may be designated as "in charge" and receive \$20.30 biweekly additional compensation.

Whenever it becomes necessary to establish regular work shifts all civil service employees assigned to shifts shall be paid a shift differential of \$0.15 per hour in addition to the day rate not to exceed eight (8) hours worked in any shift ending after 6:00 P.M., but not later than 12 midnight and \$0.20 per hour not to exceed eight (8) hours worked in any shift ending after 12 midnight, but not later than 8:00 A.M.

Hourly rates shown are derived from the biweekly rate and, therefore, may be rounded to the nearest cent.

J. UNCLASSIFIED CIVIL SERVICE EMPLOYEES /1
Effective January 1, 2010

POSITION	SERVICE PERIOD	SALARY STEPS					
Asst. School Community Coord. 42 wk.	Hr.	14.21	15.53	17.02			
Asst. School Community Coord. 52 wk.	Hr.	14.21	15.53	17.02			
Paraprofessional 1 42 wk. /3 /4	Hr.	12.08	13.17	14.12	*14.50	*14.75	*15.00
Paraprofessional 1 52 wk. /3 /4	Hr.	12.08	13.17	14.12	*14.50	*14.75	*15.00
Student Services Assistant	Hr.	12.08	13.17	14.12			
Paraprofessional 2 42 wk. /3 /4	Hr.	14.32	15.69	17.19	18.66		
Paraprofessional 2 52 wk. /3 /4	Hr.	14.32	15.69	17.19	18.66		
Licensed Practical Nurse	Hr.	20.30					
Security Assistant 1 /2 /3	Hr.	12.08	13.17	14.12			
Security Assistant 2 /2 /3	Hr.	14.32	15.69	17.19	18.66		
Security Response Team Member	Hr.	18.88	20.27	21.62	22.96		
Security Response Team Leader	Hr.	23.44	24.64	25.86	27.18		
Sign Language Interpreter 42 wk. /3 /4	Hr.	23.86	24.37	24.93	25.47	25.99	25.99
Sign Language Interpreter 52 wk. /3 /4	Hr.	23.86	24.37	24.93	25.47	25.99	25.99

1/ Employees in these positions will not be granted any vacation with pay except in those positions which are scheduled for a 52 week work year.

2/ A Security Assistant 1 or 2 designated as a lead Security Assistant "in charge" shall receive \$40.00 biweekly additional compensation.

3/ A Paraprofessional 1 or 2 or Security Assistant 1 or 2 assigned by the principal to monitor a classroom in the absence of a teacher shall receive \$2.00 per hour additional pay as compensation for the additional work assignment.

Paraprofessionals 1 or 2 and Security Assistants 1 or 2 shall be eligible for service longevity increments as follows:

\$0.15 per hour longevity increment for twenty (20) or more years of service; or

\$0.05 additional (\$0.20 total) for twenty-five (25) or more years of service; or

\$0.05 additional (\$0.25 total) for thirty (30) or more years of service.

This increment shall be granted once a year to employees who completed twenty (20), twenty-five (25) or thirty (30) years of service by September 30.

Paraprofessionals 1 or 2 and Security Assistants 1 or 2 will be eligible for longevity increments in lieu of vacation for regularly appointed hours (excludes overtime and temporary increased hours):

After ten (10) years of service - \$0.08

After fifteen (15) years of service - \$0.08 (\$0.16 total)

4/ Paraprofessionals serving as interpreters for the deaf shall receive an additional \$2.00 per hour.

NOTE:

Whenever it becomes necessary to establish regular work shifts all civil service employees assigned to shifts shall be paid a shift differential of \$0.15 per hour in addition to the day rate not to exceed eight (8) hours work in any shift ending after 6:00 P.M., but not later than 12 midnight and \$0.20 per hour not to exceed eight (8) hours work in any shift ending after 12 midnight, but not later than 8:00 A.M.

Hourly rates shown are derived from the biweekly rate and, therefore, may be rounded to the nearest cent.

*Paraprofessionals will have salary increments of \$14.50, \$14.75 and \$15.00 added to the salary schedule as of August 17, 2010.