



10-31-14  
14-CON-02-2019  
2019-02  
K31527

---

# **NEGOTIATED AGREEMENT**

---

**between the**

**SHELBY ASSOCIATION OF SCHOOL SUPPORT**

**and the**

**SHELBY CITY SCHOOL DISTRICT**

**July 1, 2014 - June 30, 2017**

## TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1	RECOGNITION .....	1
2	DUES DEDUCTION, MAINTENANCE OF MEMBERSHIP, AND FAIR SHARE FEE .....	2-3
3	NEGOTIATIONS PROCEDURE .....	4-5
4	UNION RIGHTS .....	6
5	MANAGEMENT RIGHTS .....	6-7
6	UNION SECURITY .....	7
7	GRIEVANCE PROCEDURE.....	7-11
	Grievance Form .....	12
8	SENIORITY .....	13-14
9	VACANCY/BID PROCEDURE.....	14-16
	9.01 Vacancies .....	14-15
	9.02 New Positions .....	15
	9.03 Probationary Period .....	15
	9.04 Trial Period .....	15-16
	9.05 Unable to Perform Duties .....	16
	9.06 When School is not in Session.....	16
	9.07 Content of Postings .....	16
10	REDUCTION IN FORCE .....	16-20
11	PERSONNEL RECORD FILE.....	20-21
12	LEAVES .....	21-27
	12.01 Sick Leave.....	21-23
	12.02 Personal Leave.....	24
	12.03 Assault Leave.....	24-25
	12.04 Jury Duty.....	25
	12.05 Military Leave.....	26
	12.06 Family and Medical Leave.....	26
	12.07 Unpaid Leaves .....	26-27
	12.08 Paid Leave Hours.....	27

<u>Article</u>		<u>Page</u>
13	WORKDAYS – HOLIDAYS .....	27-28
	13.01 Scheduled Workdays .....	27
	13.02 Holidays .....	28
	13.03 Holiday Pay.....	28
14	VACATION.....	28-29
15	WORKING ENVIRONMENT .....	29-33
	15.01 Overtime and Activities .....	29-30
	15.02 Compensatory Time Off .....	30
	15.03 Calamity Days.....	30-31
	15.04 Lunch .....	31
	15.05 Breaks .....	31
	15.06 Bonding.....	31
	15.07 Responsibility of Employee’s Action .....	31
	15.08 In-Service Training .....	31
	15.09 Employee’s Physical Exam.....	32
	15.10 Complaint Procedure .....	32
	15.11 Discipline and Discharge .....	32-33
	15.12 Evaluation .....	33
16	CLASSIFICATION ISSUES.....	33-35
	16.01 Custodial .....	33-34
	16.02 Cafeteria.....	34
	16.03 Transportation.....	34-35
17	HEALTH AND SAFETY .....	35-37
	17.01 Maintenance of Health and Safety .....	35-36
	17.02 Health Related Supplies .....	36
	17.03 Hazardous Conditions.....	36-37
	17.04 Administering Medication .....	37
	17.05 No Reprisals.....	37
18	INSURANCE .....	37-40
	18.01 Medical/Dental/Prescription Drug/Vision Insurance.....	38
	A. Comprehensive Major Medical Coverage .....	38
	B. Dental Insurance .....	38
	C. Prescription Drug Insurance .....	38
	D. Vision Insurance .....	38
	E. Changing Carriers .....	38
	F. Dual Employees.....	38
	G. IRS Section 125 Plan .....	38

<u>Article</u>		<u>Page</u>
	18.02 Life Insurance .....	39
	18.03 Miscellaneous Insurance Issues .....	39-40
	18.04 Insurance for Employees on an Unpaid Leave of Absence .....	40
	18.05 IRS Section 125 Plan .....	40
	18.06 Grandfather Clause .....	40
19	WAGES .....	40-44
	19.01 Pay Schedule.....	40-41
	19.02 Wage Rates .....	41
	19.03 Employee Placement on Salary Schedule.....	41
	19.04 Movement on the Pay Schedule.....	42
	19.05 Classification Change .....	42
	19.06 Shift Differential .....	42
	19.07 Mileage Reimbursement .....	42
	19.08 Head Custodian Stipend – Responsibilities .....	42-43
	19.09 Head Cooks’ Stipend .....	43
	19.10 Longevity .....	43-44
20	SERS PICKUP .....	44
21	SEVERANCE PAY.....	44-45
22	BARGAINING UNIT WORK .....	45
23	NO STRIKE OR LOCK OUT CLAUSE.....	45
24	MISCELLANEOUS .....	46-47
	24.01 Pledge Against Discrimination .....	46
	24.02 Job Descriptions.....	46
	24.03 Records Check .....	46-47
	24.04 Complete Agreement Clause .....	47
	24.05 Provision Contrary to Law.....	47
	24.06 Distribution of Agreement .....	47
25	DURATION.....	48

APPENDICES

A-C	2012-14 Wage Schedule .....	49-58
D	Personal Leave Form .....	59
E	Family and Medical Leave Form.....	60
F	Summary of Insurance Specifications .....	61-64
G	Grievance Form .....	65

MEMORANDA OF UNDERSTANDING..... 66-69

Head Custodian..... 66-67

Change in Insurance Policy Regarding Dependent Coverage ..... 68-69

## ARTICLE 1 – RECOGNITION

- 1.01 Recognition Statement – This agreement entered into by and between the Shelby City Board of Education, Richland County, Ohio, hereinafter referred to as the “Board” and the Shelby Association of School Support affiliated with the Ohio Education Association, the National Education Association, and the North Central Ohio Education Association hereinafter referred to as the “Union” has as its purpose the mutual satisfactory relationship between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences which may arise; and the establishment of wages, hours, and terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.
- 1.02 Bargaining Unit Defined – The Union is recognized as the sole and exclusive representative for all regularly employed full or part-time employees of the Board in the job classifications of the bargaining unit as set forth below for the purpose of establishing wages, hours, and other terms and conditions of employment.

This recognition shall be for the duration of this agreement and any extensions thereof. Representative status of the Union may only be challenged according to the rules and regulations of the State Employment Relations Board (SERB) and ORC 4117.07.

The Union’s exclusive bargaining unit includes employees in the job classification groupings listed below:

1. Transportation
2. Food Service
3. Custodial
4. Secretary
5. Educational Aide
6. Maintenance
7. Sweeper
8. Crossing Guard
9. Playground Supervisor (non-certified)

The term employee(s), as used in the negotiated agreement, shall refer to members of the bargaining unit.

- 1.03 Exclusions From the Bargaining Unit – For the purposes of this agreement, excluded from the bargaining unit are all confidential employees and supervisors as defined in ORC 4117.

**ARTICLE 2 – DUES DEDUCTION, MAINTENANCE OF MEMBERSHIP, AND FAIR  
SHARE FEE**

- 2.01 The Board agrees to deduct from the wages of employees the payment of dues to the Union, upon presentation of a written authorization individually executed by any employee and bearing his or her signature. Signed payroll deduction authorizations so executed shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership will only be allowed between August 21 and September 15 of any year, provided the bargaining unit member provides written notice to the treasurer of the Board and the Association president.
- 2.02 Biweekly payroll deductions in the amount of prorated state dues/fees shall be forwarded to the Ohio Education Association (OEA) along with a complete description by name and amount for each employee. A copy of this description shall be forwarded directly to the local Union treasurer.
- 2.03 Union dues as certified annually on or before October 1, shall be deducted from consecutive pays beginning with the last pay period in October and continuing through the last pay period in June.
- 2.04 The Union and its individual members agree to indemnify and hold harmless the Board and any of its employees with respect to any claims, demands, suits or other forms of liability, including legal fees and expenses that may arise out of or by reason of the action taken by the Board, for purposes of complying with any of the provisions of this article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Union shall retain control of an appointment of legal counsel for defense and indemnification purposes.
- 2.05 The Board shall deduct from the pay of any employee working two hours or more per day and who elects not to become or to remain a member of the Shelby Association of School Support a fair share fee for the Union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.
- 2.06 Notice of the amount of the annual fair share fee, which shall be no more than 100% of the unified dues of the Union, shall be transmitted by the Union to the treasurer of the Board on or about November 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Union.
- 2.07 Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for employees employed after January 15 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

- 2.08 The treasurer of the Board shall, upon notification from the Union that an employee has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. If an employee terminates employment with the Board, the treasurer shall deduct prorated fair share from the employee's final paycheck. Proration shall be based upon the percentage of days the employee has worked in his/her classification's contractual work year.
- 2.09 The Board further agrees to accompany each such transmittal with a list of the names of employees for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- 2.10 The Union represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given each employee who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.
- 2.11 Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.
- 2.12 The Union agrees to indemnify the Board for any cost of liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:
- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
  - B. The Union shall reserve the right to designate counsel to represent and defend the Board;
  - C. The Board agrees to (1) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (2) permit the Union or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Union or its affiliates' application to file briefs amicus curiae in the action;
  - D. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- 2.13 The above fair share fee provision shall be an exclusive right of the Union not granted to any other employee organization seeking to represent employees represented by the Union.

### ARTICLE 3 – NEGOTIATIONS PROCEDURE

- 3.01 Scope – All matters pertaining to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this Collective Bargaining Agreement are subject to collective bargaining between the parties.
- 3.02 Bargaining Teams – The Board and the Union shall be represented at all negotiations meetings by a team of negotiators not to exceed five (5) in number. Neither the Union nor the Board shall have any control over the selection of the representatives of the other party. However, each must be an employee or a member of the Board.
- 3.03 Assistance – In addition to the members of each bargaining team, the Board and the Union may utilize the assistance of professional representatives. Cost of such representation shall be borne by each party utilizing same.
- 3.04 Initiating Negotiations – A request for negotiations to begin may be initiated in writing by the Union or the Board between ninety (90) and one hundred twenty (120) days before the expiration of the existing agreement. This request, if made by the Union, shall be addressed to the Board, with a copy to the superintendent. If made by the Board, the written request shall be addressed to the president of the Union. Upon receipt of this written request, the parties shall establish a first meeting date, which shall be no later than fifteen (15) days following the receipt of the request. In addition, the parties shall inform each other of their representatives serving on the bargaining teams.
- At the initial session, the parties shall exchange their written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.
- 3.05 Negotiation Meetings – Following the initial meeting as described in paragraph 3.04 above, such additional meetings shall be held as the parties may require to reach an agreement on the issue(s) or until an impasse is declared by either party. Negotiation meetings shall be in executive session unless mutually agreed otherwise by both parties.
- 3.06 Caucus – Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party to caucus.
- 3.07 News Release – While discussions are in process, all news releases shall be mutually prepared and agreed upon by both parties. Upon the declaration of an impasse by either party, any release prepared for the news media by either party shall be provided the other party at least twenty-four (24) hours before release to the news media.
- 3.08 Progress Report – The Union’s team retains the right to issue general reports to members of the Union on the progress of negotiations.

The Board’s team retains the right to issue general reports to members of the Board of Education and administrative team on the progress of negotiations.

- 3.09 Information – The Board and the Union agree to furnish each other upon request and in a reasonable time, both prior to and during negotiations, all routine and regularly prepared public information concerning the issue(s) under consideration.
- 3.10 Responsibilities – The parties pledge themselves to negotiate in good faith and, in the event of failure to reach agreement, to utilize in good faith agreed upon impasse procedures.
- 3.11 Impasse – In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option to declare an impasse.

If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on only the issues where agreement has not been reached by the parties. However, it is recognized that in attempting to reach agreement on items at impasse those items previously agreed upon may be modified upon mutual agreement of the parties.

- 3.12 Mediation – When impasse is declared by either party, but no earlier than thirty (30) days prior to the expiration of this agreement, the parties shall request the assistance of the Federal Mediation and Conciliation Service (FMCS). The alternate dispute settlement procedure set forth herein is established pursuant to Section 4117.14(E) of the Revised Code. If agreement is not reached through the alternate dispute settlement procedure by the expiration of this negotiated agreement, both parties reserve unto themselves all rights, duties, and authority granted and imposed by Chapter 4117 of the Revised Code to the said parties at the exhaustion of the dispute settlement procedure.

The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

The mediator has no authority to bind either party to any agreements.

- 3.13 Ratification – When tentative agreement is reached on all issues by the parties, the Union membership shall act upon the tentative agreements within fifteen (15) calendar days and the tentative agreements shall then be submitted to the Board for consideration. Upon approval by the Union and within ten (10) calendar days of that action, the Board shall act upon the tentative agreements. The proposed agreement shall be acted on as a whole. When approved by both parties, in accordance with this section, the agreement shall be signed by both parties and shall be binding on both parties.
- 3.14 Extensions – The time lines in this section may be extended with mutual consent of the parties.

## ARTICLE 4 – UNION RIGHTS

- 4.01 Mail – The Association has the right to use the intra-district mail service as long as such right does not interfere with the business use of such service. All mail sent by the Association through the intra-district service will relate to the current business of the Shelby Public Schools.
- 4.02 Facilities – The Union has the right to use school facilities, when not otherwise used for educational purposes, for appropriate activities of the Union providing a three (3) day notice is given the office of the superintendent or his designee and the building principal. The parties may mutually agree to lesser notification.
- 4.03 Meetings – Union members who work evenings will be granted up to two (2) hours' released time for a maximum of four (4) regular Union meetings per year.

The Union president must notify the superintendent or his/her designee of the upcoming meetings where employees will be absent from their job responsibilities. The day after the meeting, the president will submit to the superintendent or his/her designee a list of those employees absent from their job responsibilities and in attendance as well as the length of time the meeting lasted.

Employees will notify the Supervisor twenty-four (24) hours in advance of his/her absence to attend the Union meeting.

- 4.04 Professional Meeting Attendance – The Union president and one (1) delegate will be granted released time, not to exceed two (2) days, to attend OEA Representative Assemblies with no loss in pay.

## ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 The Board hereby retains and reserves unto itself, except as limited by the specific and express terms and conditions of this contract, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, the right to:
- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employers, standards of services, its overall budget, utilization of technology, and organizational structure;
  - B. Direct, supervise, evaluate, or hire employees;
  - C. Maintain and improve the efficiency and effectiveness of operations;
  - D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
  - F. Determine the adequacy of the work force;
  - G. Determine the overall mission of the employer;
  - H. Effectively manage the work force;
  - I. Take actions to carry out the mission of the public employer.
- 5.02 The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

#### **ARTICLE 6 – UNION SECURITY**

- 6.01 The Shelby City Board of Education or any of their department division heads or supervisors will make no change in wages, fringe benefits, or other conditions covered by this agreement which would affect the bargaining unit, without approval of the Union.

#### **ARTICLE 7 – GRIEVANCE PROCEDURE**

- 7.01 Objective – The objective of this procedure is to secure at the lowest possible administrative level, in the shortest time, equitable solutions to grievances. Proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All grievances shall be presented promptly after the event giving rise to the grievance.

#### Definitions

- 7.02 A grievance is an alleged violation, misinterpretation, or misapplication of the expressed provisions of the negotiated agreement.
- 7.03 A day shall be defined as a week day (Monday through Friday), excluding weekend days, legal holidays, and/or the employee’s approved vacation days.
- 7.04 The aggrieved shall be defined as an employee, group of employees, or the Union filing the grievance.

## Procedure Rules

- 7.05 The aggrieved shall have the right to local union representation at all meetings and hearings involving a grievance.
- 7.06 The Union has the right to file grievances and to be present for the adjustment of any and all grievances filed at Level I, II, III, or IV.
- 7.07 The number of days indicated at each level shall be considered a maximum. The time limits specified may, however, be extended by mutual agreement confirmed in writing.
- 7.08 Failure of the aggrieved to proceed within the specified time limits to the initial level or any subsequent levels will result in the grievance being waived and rendered void and may not be re-filed.
- 7.09 Failure of the administration to respond to the time limit stated shall mean the grievance progresses to the next level.
- 7.10 A grievance shall be filed at the appropriate level, which is with the level of administration whose action prompted the grievance.
- 7.11 A grievance reduced to writing shall include: (a) provisions of the agreement allegedly violated; (b) a description of what occurred and when it occurred; (c) relief sought; and (d) date of initiating procedure. (See Appendix G for grievance form)
- 7.12 Forms for processing grievances shall be made available through designated officials of the Union or the superintendent's office.
- 7.13 All documents, communications, and records dealing with the processing of a grievance, if retained, will be filed separately from the personnel files of the participants except to the extent such documentation is necessary for the implementation of the grievance award.
- 7.14 No reprisals shall be taken against any party because of their involvement in the use of the grievance procedure.
- 7.15 Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board, unless mutually agreed to by the parties.
- 7.16 A grievance may be withdrawn at any level by the Union without prejudice or precedent and would be considered resolved.

## Informal Procedure

- 7.17 Bargaining unit members are encouraged to consult with a SASS representative prior to initiating discussion with their assigned supervisors. An employee having a complaint or problem shall first discuss the matter informally with the district administrator who is the source of the complaint, if known, through normal channels of communication with the sincere intent of solving the problem through informal discussion. If the source is unknown, the employee shall discuss the matter with his/her immediate supervisor. The grievant will inform that administrator that the discussion is the informal level of the grievance procedure. For this section only (7.17), Section 7.05 shall be subordinate to the application of providing representation by the grievant informing the SASS representative to be on call in the event the grievant desires his/her presence at the remainder of the informal discussion.

## Formal Procedure

### Level I – Principal/Supervisor (Written)

- 7.18 If the informal discussion does not resolve the employee's problem, he can then put his complaint in the form of a written grievance and submit it to his immediate supervisor or building principal. If the building administrator/supervisor does not have the authority to grant the relief requested, the building administrator/supervisor shall initial and date the grievance form, and the grievant shall file the grievance form at Level II of this procedure. This written grievance must be submitted no later than fifteen (15) days after the day of the alleged violation or within fifteen (15) days of when the grievant knew or, in the exercise of reasonable diligence, should have known of the violation or the grievance will be considered waived and rendered void and may not be refiled.
- 7.19 A meeting shall be mutually agreed upon between the aggrieved and the supervisor no later than five (5) days after the day the grievance is filed. A Union representative and a Board representative may also be present at the meeting.
- 7.20 Either the aggrieved or the supervisor may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.
- 7.21 No later than five (5) days after the day of the meeting, the administrator shall provide an answer to the grievant with a copy to the Union president and the superintendent or his designee.

### Level II – Superintendent (Written)

- 7.22 If the aggrieved is not satisfied with the answer received in Level I, he may, within five (5) days after the day of receipt of such written answer, submit the written grievance to the superintendent and request a meeting to discuss the grievance.

- 7.23 The meeting between the aggrieved and the superintendent shall be held no later than five (5) days after the day of the request. A Union representative, the principal and/or supervisor, and a Board representative may also be present. The meeting shall be conducted in a manner as stated in Level I. No later than five (5) days after the day of the meeting, the superintendent shall provide the aggrieved with a written answer to the grievance with a copy to the Union president.

#### Level III – Board of Education (Written)

- 7.24 If the action taken by the superintendent or his designee does not resolve the grievance to the satisfaction of the employee, such employee may submit an appeal in writing to the Board of Education. The notice of appeal shall be sent to the superintendent and the treasurer of the Board. Failure to file such appeal within five (5) working days from receipt of the memorandum of the superintendent or his designee's action on said grievance shall be deemed a waiver of the right to appeal. Either the Board or the Association shall have the right to waive the Board of Education step. Such waiver shall be put in writing to the other party.
- 7.25 The superintendent or his designee shall place the matter on the agenda for the next regular meeting of the Board of Education or at a special meeting of the Board if the parties involved feel that expediency should be served. The hearing before the board shall include the Board, the grievant, and upon the employee's request, counsel or a Union representative, the superintendent or his designee and a Board representative. The hearing shall be in private (executive session) unless both parties to the grievance request a public hearing. The Board shall act upon such grievance within ten (10) working days from the date of the hearing before the Board.

#### Level IV – Binding Arbitration (Written)

- 7.26 If the aggrieved is not satisfied with the answer received in Level III, the Union may, within ten (10) days of such written answer, make written notice to the Board that the grievance is being submitted to arbitration.
- 7.27 The arbitrator shall be selected by the Union and the superintendent.
- 7.28 If the Union and the Board cannot agree on an arbitrator within ten (10) days after the date the notice for arbitration has been submitted, the arbitrator shall be selected from the American Arbitration Association (AAA), according to its voluntary rules and regulations.
- 7.29 The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling on the grievance as stated.
- 7.30 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

- 7.31 The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of the written provisions of this agreement or imply obligations and conditions binding upon the parties from this agreement except as set forth herein.
- 7.32 The arbitrator shall not decide more than one grievance on the same day or series of hearing days except by mutual agreement between the parties.
- 7.33 The ruling of the arbitrator shall be made in writing to the aggrieved, the Union and the superintendent, and shall be binding on all the parties to the limit of the grievance as stated.

SHELBY CITY SCHOOL DISTRICT

CLASSIFIED GRIEVANCE FORM – LEVEL \_\_\_\_\_

Employee Name: \_\_\_\_\_ Date \_\_\_\_\_

Assignment: \_\_\_\_\_

Date cause of complaint occurred: \_\_\_\_\_

Have you discussed this problem with your building principal or immediate supervisor?

Yes \_\_\_\_\_ No \_\_\_\_\_ Date Discussed: \_\_\_\_\_

A. Specific area(s) of the agreement that is alleged to have been violated, misinterpreted and/or misapplied.

Article \_\_\_\_\_ Paragraph \_\_\_\_\_ Page Number \_\_\_\_\_

Article \_\_\_\_\_ Paragraph \_\_\_\_\_ Page Number \_\_\_\_\_

Article \_\_\_\_\_ Paragraph \_\_\_\_\_ Page Number \_\_\_\_\_

B. Statement of facts regarding the alleged violation, misinterpretation and/or misapplication.

C. Relief sought:

D. Supervisor's response:

## ARTICLE 8 – SENIORITY

### 8.01 Seniority Defined

Seniority shall mean the uninterrupted length of continuous employment in a bargaining unit position as follows:

- A. Seniority shall begin to accrue to an employee from the first day worked in the present classification.
- B. Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.
- C. Time spent on inactive pay status (e.g., unpaid leave of absence) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- D. Full-time employees shall accrue one (1) year of seniority for each year employed (working a minimum of 120 days during the period from July 1 to June 30 of each school year). Part-time employees shall accrue seniority on a prorated basis determined by dividing the average number of hours worked per day by the number of hours worked by full-time employees in their job classification.
- E. No employee shall accrue more than one (1) year of seniority in any one (1) work year.
- F. Library secretaries shall not have the right to bump building secretaries in the event of a layoff, unless the library secretary meets the criteria established for a building secretary position by Section 9.01(A).

### 8.02 Equal Seniority

A tie in seniority shall occur when two (2) or more employees in the same classification have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior employee.

- A. The employee with the first day worked for the Board; then
- B. The employee with the earliest date of hire into a bargaining unit position by the Board; then
- C. By lottery, the employee whose name is drawn first will have the most seniority, etc. This procedure shall be implemented in the presence of designated Union representatives.

8.03 Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is discharged for cause; does not complete his/her probationary period; or is otherwise removed from the recall list as stipulated in Article 10, Reduction in Force.

8.04 Posting of Seniority List

The seniority list shall be distributed to each employee by November 1 each year. The Board shall prepare and post in each building a seniority list indicating, by classifications, the date of application (for new hires after July 1, 1991), the first date worked and the date of Board hire. Such list shall be provided to the Union president at least five (5) days before the date of distribution.

The names of employees on the seniority list shall appear in seniority rank order in each classification. The name of the most senior employee shall appear at the top of the listing and the name of the least senior employee shall appear at the bottom of the listing.

8.05 Correction of Inaccuracies

Each employee shall have a period of ten (10) days after the distribution of the seniority lists in which to advise the Board or its agent(s) and the Union, in writing, of any inaccuracies which affect the employee's seniority. The Board or its agent(s) shall investigate all reported inaccuracies and make such adjustments as may be in order and shall post the updated seniority lists immediately. No protest shall be considered after ten (10) days of the distribution of the seniority lists and the lists shall be considered as final until the next seniority posting.

**ARTICLE 9 – VACANCY/BID PROCEDURE**

9.01 Vacancies

When a vacancy occurs in any classification in the bargaining unit, as determined by the Board, it shall be posted for a period of five (5) workdays. Said posting shall be made on the district's website, as well as in a conspicuous place in each building where employees work.

In filling vacancies, the following shall apply:

- A. The qualifications of candidates shall be determined by the Board through an assessment based on, but not limited to, the following: (1) interviews, (2) testing, (3) work experience, (4) evaluations and (5) prior training. Qualifications include the ability to perform the job duties as listed in the posting and job description.
- B. The vacancy will first be offered to the most senior qualified internal applicant within the classification series of the vacancy, based upon the qualifications criteria prescribed in Section 9.01(A) above.

- C. If the vacancy is not filled with an employee in the same classification series, it will be offered to the most senior qualified bidder in any classification series in the district. Seniority will be determined by the provisions of this agreement.
- D. If no qualified internal applicant applies, the Board may fill the position with an outside applicant.
- E. Seasonal/Summer Work
  - 1. Seasonal/summer work is not considered bargaining unit work. Seasonal work is scheduled as needed at the discretion of the Board.
  - 2. The rate of pay shall be in accordance with summer rates as established by the Board of Education for summer/seasonal help except it is agreed that bargaining unit members shall be considered to have experience.
- F. Notwithstanding the provisions above, postings of vacancies shall be made on a one-time only basis if position is filled within the same classification. Any bargaining unit member who applies for a vacancy under these provisions will automatically be considered to have applied for any subsequent vacancy that results from the original posting described herein.

#### 9.02 New Positions

New positions shall be posted in each building where employees work, for a period of five (5) days, together with a description of duties and salary range. Bids for new positions within the bargaining unit will be considered in the manner described in paragraphs "A" through "D" above.

If an employee is out sick or on vacation during the entire period of the posting, the Union president may submit a bid for that employee on the new position.

#### 9.03 Probationary Period

A new employee appointed to fill a vacancy or a newly created position shall serve a probationary period of one hundred eighty (180) workdays or the number of days in the employee's regular work year, whichever is greater.

#### 9.04 Trial Period

- A. An employee appointed to fill a vacancy or a newly created position shall serve a probationary period of seventy-five (75) workdays. During the probationary period, the Board shall have the right to return the employee to the same or equivalent position held at the time of the change in position.
- B. Also, during the probationary period, the employee shall have the right to request in writing within thirty (30) workdays to return to the same position held prior to

the change in position, and the employee will be returned to a job which is the same or equivalent to his or her previous assignment. An employee who requests to return to his or her previous assignment shall not be subject to discipline nor discriminated against in any way as a result of having tried in good faith to perform the duties of the new position. Any employee bumped as a result of an employee returning to the same or equivalent prior job will be returned to the same or equivalent job previously held.

9.05 Unable to Perform Duties

The Board retains the authority to reassign the employee to a position comparable to his or her former position within one hundred eighty (180) workdays if the employee is unable to successfully perform the duties of the new assignment.

9.06 When School is not in Session

If a job vacancy occurs during a time when school is not in session, then the announcement of the posting shall be made on the District's website and recorded on the District call-in voice mail. The telephone number for the District call-in voicemail shall be included on employee paychecks. The minimum posting time shall begin to run from the day the announcement is posted on the website.

9.07 Content of Postings

All postings shall consist of the estimated hours, salary range, job title, location and shift, if known. A current job description will be attached to the posting.

**ARTICLE 10 – REDUCTION IN FORCE**

10.1 Reduction

If it becomes necessary to reduce the work force, reduction shall be accomplished through layoff of employees in reverse order of seniority. A reduction in force shall occur only for the following reasons:

- lack of work
- abolishment of positions
- return of an employee from leave of absence
- suspension of schools or territorial changes affecting the district
- lack of funds

The Board will attempt to keep the number of employees affected by the reduction in force to a minimum by not employing replacements for employees who resign, retire, or otherwise vacate a position within the affected job classification grouping.

Whenever it becomes necessary to layoff employees for reasons as stated above, employees shall be laid off according to seniority within the affected job classification

grouping, with the least senior employee laid off first. Seniority shall be defined pursuant to Article 8.

10.02 Effective July 1, 2000, all employees will not have their work hours reduced below their existing level as of such date subject to the following:

1. The hours of any employee, however, may be reduced by consensus (using the 70%/100% IBB principle) of a group consisting of three (3) Board of Education representatives and three (3) SASS members plus one (1) consultant per side.
2. If, in any given fiscal year, the district enters into "fiscal watch" or "fiscal emergency" status as those terms are defined by the Ohio Revised Code, the Board of Education or fiscal watch/emergency commission shall have the express right to reduce the work hours of any employees employed by the district at the time the district enters into fiscal watch or fiscal emergency without the need to bargain the matter with SASS.

Notwithstanding any of the above, if any vacancy were to occur that the Board intends to fill, the Board does have the express right to reduce the hours of such position prior to filling the position. The Board will provide notice to SASS of such change prior to making the change. The Board, however, will not need to bargain such decision with SASS and such decision is grievable.

#### 10.03 Classification Groupings

The classification groupings for purposes of layoff shall be:

Transportation	Secretaries
Food Service	Custodial/Sweeper
Aides	Maintenance
Playground Supervisors	Copy Machine Operator
Crossing Guards	

#### 10.04 Union Notification

After the Association President receives notice that a RIF should occur and the number of employees to be laid off, a meeting shall be held between representatives of the Association and representatives of the Board to review appropriate data that would indicate the need for a RIF program. Said meeting(s) shall be held within ten (10) days of the Association request for such a meeting(s).

10.05 Employee Notification

Each employee to be laid off shall be given written notice at least twenty (20) calendar days prior to the effective date of the layoff. The Board shall give notification by mailing or hand delivering a copy of the notice to the most recent address listed in the employment records. Each notice of layoff shall state the following:

1. Reasons for layoff,
2. The effective date of layoff,
3. A statement advising the employee of his rights of recall from the layoff.

10.06 Bumping

1. An employee who is laid off may bump in the following sequential order:
  - a. A less senior employee within the same classification grouping; then
  - b. A less senior employee from another classification grouping provided the employee has held the position previously for the District.
2. An employee may not bump into a position higher in order within their classification grouping.

10.07 Classification Grouping Order

Transportation

Vehicle Maintenance Supervisor  
Driver Mechanic  
Bus Driver

Food Service

Head Cook  
Cashier/Cook  
Server

Secretaries

Secretaries

Crossing Guards

Crossing Guards

Copy Machine Operator

Copy Machine Operator

Maintenance

Head of Maintenance  
Maintenance Employees

Custodial/Sweepers

Head Custodian  
Custodian  
Sweeper

Aides

Aides

Playground Supervisors

Playground Supervisors

## 10.08 Recall

- A. Order – Employees shall be recalled in reverse order of layoff. Recall notices shall be sent by certified mail or hand delivered to the last known address as listed in the employee's personnel file. It is the duty of the employee to notify the superintendent of any change of address.
- B. Notice – A laid off employee shall have seven (7) calendar days from receipt of the recall notice to accept the recall by sending an acceptance or rejection to the superintendent by certified mail or by hand delivery. A failure to respond to recall in writing within seven (7) days of receipt of notice will terminate all right to recall.
- C. Return – Recalled employees shall return to work no later than the tenth workday after the postmarked date of the recall notice. If an employee is unable to return to work on or before the tenth day for health reasons, the employee must submit written certification from a physician in order for the employee to remain on the recall list. If an employee is unable to report to work because of health reasons, the employee's name will be recalled to the next available position, if their health permits them to perform the job. Nothing in this provision should be interpreted as extending the two-year recall period.
- D. Benefits – An employee who accepts recall to employment shall return to the system with the same seniority date and sick leave accumulation as the employee held on the date of layoff plus a pay increment if the employee completed one hundred twenty (120) workdays of service in the year of layoff.
- E. Period – An employee on layoff retains recall rights for a period of two (2) years unless the right to recall is waived by actions outlined in 10.07 paragraph B above.
- F. Posting – A list containing names of those to be laid off, seniority dates, and classifications shall be posted for inspection in a conspicuous place in each building.
- G. List – For each classification in which the layoff occurs, the Board shall prepare a recall list. The list shall place, in reverse order of layoff in each classification, the names of all laid-off employees. Recall shall be offered to employees on this list before any employees new to the bargaining unit are hired in the affected classification.

- H. Vacancies – Vacancies which occur during the period of reduction in force shall first be offered to the members within that classification starting with the most senior person until the job is filled, before going outside of the classification. Remaining vacancies shall be offered in writing to the employee standing highest on the appropriate recall list before the next person on the recall list is considered. Each employee who has been laid off will be responsible for keeping the Board advised of his/her current mailing address and telephone number.

#### 10.09 Layoff Rights

An employee on layoff status shall have the following rights:

The right to retain previously earned seniority credit during the period of layoff. However, additional seniority does not accrue for the period of time spent on a recall list.

The right to be sent notices by mail of all postings for bargaining unit positions.

### **ARTICLE 11 – PERSONNEL RECORD FILE**

- 11.01 File – The official file on employees/bargaining unit members shall be maintained in the central office. No misleading, inaccurate, anonymous, invalid, irrelevant, or untimely information/documents shall be included in the file.
- 11.02 Notice – Written notice shall be given to any employee/bargaining unit member when any material which may be considered critical of his/her conduct, character or service is placed in his/her official personnel file. Except for routine personnel forms, the member shall receive a copy of any entry when it is made.
- 11.03 Good Faith Failure – The good faith failure to give said notice shall not preclude the otherwise lawful use of such material in any subsequent proceeding.
- 11.04 Acknowledgement – An employee/bargaining unit member shall acknowledge that he/she has read the material by affixing his/her signature to the material. His/her signature shall not indicate agreement with the content of the material, but indicates only the material has been inspected by the employee/bargaining unit member. The employee/bargaining unit member shall receive a copy of the material at this time.
- 11.05 Reply – He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the file copy.
- 11.06 Stale Materials – Written reprimands and/or critical letters or those of a disciplinary nature, contained in the file shall not be the basis of any discipline action, providing that three (3) years have elapsed from any same or similar occurrence after the effective date of the document, but such materials may be used to establish past conduct and practices of the employee/bargaining unit member.

11.07 Anonymous Items – Anonymous letters or materials shall not be placed in the employee/bargaining unit member's file.

11.08 Review – Each employee/bargaining unit member shall have the right, upon reasonable request, to review the contents of his/her own personal file. A representative of the Union may, at the employee's/bargaining unit member's request, accompany the said employee/bargaining unit member in such a review. Such review shall be made in the presence of the superintendent or his/her designee if deemed appropriate by the superintendent.

No material may be removed from the file without the express written permission of the superintendent. An employee/bargaining unit member shall be entitled to a copy of any material in his/her file at the employee/bargaining unit member's expense.

Nothing herein shall require the disclosure or accessibility to any employee/bargaining unit member of records or documents accrued as a part of the preemployment practices and policies.

11.09 Work File – Nothing herein shall preclude a building administrator from maintaining a work file on an employee/bargaining unit member as such administrator deems necessary.

11.10 File Review – In the event any individual other than the employee's immediate supervisor or appropriate administrator requests to see an employee's personnel file, the employee shall be notified and afforded the opportunity to be present for the review, at a mutually agreeable time but in no event later than five days of the requests.

## ARTICLE 12 – LEAVES

(Leaves With Pay)

### 12.01 Sick Leave

A. All full-time employees in the bargaining unit shall be granted annually fifteen (15) days of sick leave, which shall accumulate at the rate of one and one-fourth (1 1/4) days for each calendar month. Part-time employees, as defined in this agreement, shall accrue sick leave on a prorated basis for the time actually worked, calculated in the same manner as the ratio of sick leave granted to hours of service established by O.R.C. §124.38. The maximum number of days so accumulated shall be 280 days.

B. All employees new to the bargaining unit and who do not have sick leave days accumulated from other public service employment shall be advanced five (5) of their allotted fifteen (15) days as of the first official day of the work year. If an employee has been advanced sick leave, he/she shall not accumulate additional sick leave, nor shall further advances be made, until the amount advanced has been repaid at the rate of 1 1/4 days for each subsequent month of completed

service. If for any reason an employee resigns, or is terminated prior to the completion of a full year and has used more than the amount of sick leave he or she has earned, any excess shall be deducted from his or her final pay. Sick leave will be used in no less than one-quarter (1/4) day increments.

- C. Sick leave shall be granted for absence due to illness, injury, exposure to contagious disease which could be communicated to others, and absence due to illness or death in the immediate family. The immediate family is defined as including husband, wife, children, mother, father, stepmother, stepfather, stepchildren, brother, sister, grandparents, grandchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, and any other person who, immediately preceding illness or death, has been a member of the same household as the employee.
- D. Up to five days sick leave may be approved for absence due to illness or death of a bargaining unit member's brother-in-law, sister-in-law, step-brother, step-sister, aunt, or uncle.
- E. Sick leave may also be granted for a maximum of one (1) day for the out-of-town funeral of a present or former Shelby City School employee.
- F. In the event of an employee's request for the use of sick leave for absence of five (5) consecutive workdays or more accumulated sick leave may be used upon confirmation by the employee's physician that it is medically necessary and notification of that advice to the administration. The employee's request shall include a statement of the expected duration of time needed for leave.
- G. 1. Beginning after the 15<sup>th</sup> sick leave day used, and at the discretion of the appropriate administrator, for each day used thereafter in one (1) fiscal year the bargaining unit member shall accompany their sick leave form with a confirmation statement by the member's physician that it was medically necessary for the member to have missed the work day.
2. If a bargaining unit member uses all available leaves and calls in sick for a leave without pay, that member will have their pay docked for all days missed by the amounts:
- They would have earned that day
  - The pro-rated daily cost of their insurance benefits
  - The pro-rated value of any stipend being paid
3. The fifth day a bargaining unit member calls in sick without approved leave their employment shall be terminated.
- H. Fraudulent and/or unauthorized use of said leave shall result in loss of pay and such other disciplinary action as the Board may deem appropriate.
- I. If an employee has missed five (5) or more consecutive workdays as the result of a medical problem, the Board of Education may require the employee to submit a statement from a physician stating that he/she is physically and/or mentally capable of returning to work.

- J. When a bargaining unit member has exhausted all of his/her accumulated sick leave including the five advanced days and additional days are still needed, then he/she may request that the additional days be transferred from other bargaining unit members. Such request shall be in writing, indicating the reason for the request.
- K. Upon receiving such request, the Association president shall distribute a notice to all bargaining unit members notifying them of the request. Any employee wishing to transfer accumulated sick leave to the bargaining unit member, shall submit the lower half of the form to the Board's treasurer, who will transfer the number of donated days.
- L. Any bargaining unit member volunteering to transfer sick leave days shall:
1. not deplete his/her own accumulation below thirty-six (36) days
  2. donate up to a maximum of ten (10) days and a minimum of two (2) days per request with a maximum of ten (10) days credited to the requesting employee.
- M. All transferred sick leave as set forth in this Article must be approved by both the Association, through a majority of members of the executive committee, and the Superintendent.
- N. A bargaining unit member who is using transferred sick leave will not earn additional sick leave days while receiving the transferred sick leave days. A maximum of twenty (20) days total per school year may be credited to a bargaining unit member.
- O. When an employee changes positions and is working a different number of hours/day, his/her sick leave accumulation will be adjusted through proration (i.e., a 4-hour employee with 100 days of sick leave accumulation who transfers to an 8-hour day will have 50 days of sick leave accumulation after the transfer or an 8-hour employee with 100 days of sick leave accumulation who transfers to a 4-hour per day position will have 200 days of sick leave accumulation after the transfer.)
- P. An employee may use up to three (3) days of sick leave for the birth of a grandchild.
- Q. Employees hurt on the job shall use sick leave for the first seven (7) calendar days of missed work. After the seven (7) calendar days, the Board shall have the right to require the employee to either make a wage compensation claim through the Bureau of Workers' Compensation (BWC) or the Board may choose to continue the employee's pay with salary continuation in lieu of a BWC wage loss claim. The Board shall make a timely medical claim with the BWC.

## 12.02 Personal Leave

- A. During each contract year three (3) days of personal leave shall be granted for each bargaining unit member to use for personal business that cannot be accomplished at some time other than normal school hours. Personal leave may not be used to work another job, nor to seek other employment, and may not be used on consecutive workdays. Where appropriate said personal leave days shall be cumulative up to a maximum of four (4) days per school year.
- B. No more than fifteen percent (15%) of the members working in a school building may use a personal leave day on a given school day. Member usage of personal leave subject to the fifteen percent (15%) cap is on a first come, first serve basis. The Superintendent, however, may grant an exception to such fifteen percent (15%) building restriction, at the written request of a member that explains the situation, when extenuating circumstances exist for such member.
- C. Request for personal leave days shall be made at least forty-eight (48) hours in advance wherever possible, by completing the negotiated application form (Appendix D) and signed by the supervisor or the principal verifying that the Superintendent will be notified of the personal leave use. The Building Principal will arrange for a substitute upon approval of the personal leave request.
- D. Fraudulent and/or unauthorized use of said leave shall result in loss of pay and such other disciplinary action as the Board may deem appropriate.
- E. At the end of a given school year, a member with any unused personal leave days either may elect to cash in such day(s) at substitute rate for each day(s), or the step 0 rate if no substitute rate exists, roll over any such day(s) into a member's accumulated sick leave day cap as noted in Section 12.01, or roll over one (1) such day into personal leave for the following school year, or in any combination thereof. A member, however, may only cash in or roll over such day(s) to sick leave up to a total of three (3) days in a given year. A member wishing to do such will need to fill out a personal leave cash in/conversion form as provided by the district treasurer prior to the end of a given school year. A member cashing in such day(s) will receive the amount by the last pay period of a year in accordance with Section 809 (A) of the contract.

## 12.03 Assault Leave

Assault leave shall be granted to an employee who is unable to perform duties because of injury from an assault which is reasonably related to the employee's job.

A request for assault leave shall be submitted in writing to the superintendent. Falsification of a signed statement by the employee is grounds for suspension or termination of employment under Section 3319.181 of the Ohio Revised Code.

Employees may be granted assault leave as follows:

- A. The physical assault must have occurred during or as a result of the performance of work responsibilities by the involved employee.
- B. If medical attention is not required, said assault leave shall be limited to three (3) working days, plus any absence from duty as a result of litigation related to the assault.
- C. If medical attention is required, sick leave will be granted for up to seven (7) working days without charging any other type of leave, provided a licensed physician's statement stating the employee is unable to work is transmitted to the superintendent prior to the conclusion of the seven (7) working days limit.
- D. Employees assaulted on the job shall use sick leave for the first seven (7) calendar days of missed work. After the seven (7) calendar days, the Board shall have the right to require the employee to either make a wage compensation claim through the Bureau of Workers' Compensation (BWC) or the Board may choose to continue the employee's pay with salary continuation in lieu of a BWC wage loss claim. The Board shall make a timely medical claim with the BWC
- E. The Board will pay the difference between the workers' compensation benefit (72% of salary) and the employee's full weekly salary until the Board and Union appointed doctor certifies the employee is able to return to work or the employee meets eligibility requirements for disability or regular retirement.
- F. Should workers' compensation be denied, the Board will pay assault leave for all days prior to the denial, and for a maximum of fifteen (15) days beyond the denial date. Provided, however, if such denial is because such injury was not sustained in the course of the employee's employment with the Board, such assault leave shall not exceed thirty (30) days. Additional days off would be charged to sick leave, to the extent available, or to unpaid leave in the absence of sick leave.

#### 12.04 Jury Duty

- A. Any unit member who serves on a jury will be reimbursed by the Board for the difference between their regular salary and that received from the court concerned. Days served for such purposes will not be deducted from any other leave.
- B. The unit member will turn over to the Board treasurer the difference between the court payment and expenses for lunch and parking along with receipts for such expenditure. The cost of such lunch, including gratuity, shall not exceed five dollars (\$5.00).
- C. If the employee on leave for jury duty chooses not to turn over the court payment to the Board, the employee will so notify the treasurer, and the treasurer will deduct the equivalent of one day's pay from the employee for each day of jury duty.

## 12.05 Military Leave

- A. All employees who are members of the Ohio National Guard, the Ohio Naval Militia, or members of the other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any calendar year, except that the Board rate of pay shall be calculated on the basis of the difference between the employee's full salary and compensation received for military duty.
- B. Any employee who is called into the Armed Services of the United States shall be granted leave of absence, without pay, for the period of such absence. Upon receipt of an honorable discharge or other evidence showing satisfactory completion of the period of military service, an employee shall, if physically able, be reinstated in a comparable position to the one held at the time of induction if written notice of return is made by the employee within ninety (90) days of discharge.

(Leaves Without Pay)

## 12.06 Family and Medical Leave

- A. The Board will comply with Federal Law regarding the Family Medical Leave Act.

- B. Eligibility

Only employees who have worked at least 12 months for the Board and at least 1250 hours for the employer over the last 12 month period shall be eligible for 12 full weeks of family and medical leave. Any employee who has less than 1250 scheduled hours of work shall be eligible for FMLA but the number of weeks shall be prorated based on a 1250 hour standard (e.g., employee working 625 hours per year is eligible for 6 weeks' FMLA).

- C. Board's Duties/Employee Protections

Maintenance of Health Benefits: The Board will maintain and pay for the employee's coverage under its group health insurances provided under this agreement during the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

## 12.07 Unpaid Leaves

- A. In keeping with the Ohio Revised Code, upon request the Board shall grant to any employee an unpaid leave for illness or other disability for up to one (1) year.

Such leave shall be granted to those employees who have exhausted all accumulated sick leave but remain unable to return to work. Requests for any unpaid leave shall be in writing. If the bargaining unit member does not return to work at the end of one year unpaid leave this shall be considered a voluntary termination of employment. Only those who are physically or mentally disabled as determined by a doctor selected by the employee and approved by the Board will qualify for this leave. This leave shall be in addition to the Family Medical Leave Act and shall be granted to those employees who have exhausted all accumulated sick leave and family and medical leave but remain unable to return to work.

- B. Upon written request, the Board may grant an unpaid leave of absence for reasons other than medical for a period not to exceed one year.

#### 12.08 Paid Leave Hours

An employee utilizing paid leave shall be paid for the same number of hours as the employee's regular workday.

### **ARTICLE 13 – WORKDAYS – HOLIDAYS**

#### 13.01 Scheduled Workdays

- A. 186 DAY SWEEPERS, LIBRARY SECRETARIES, EDUCATIONAL AIDES, AND FOOD SERVICE EMPLOYEES shall work and be paid for 180 days. The supervisor shall specify scheduled workdays. They shall be paid for six (6) holidays.
- B. 187 DAY BUS DRIVERS shall work and be paid for the 178.5 days of driving, 1.5 days for home visits, and 1.0 day for in-service/workday and shall be paid for six (6) holidays. Each driver is required to visit the homes of all elementary students on their assigned route before school commences. Drivers who are required to use their own personal vehicle for such home visits shall be reimbursed for mileage at the current negotiated rate.
- C. 206 DAY SECRETARIES shall work and be paid for the 180 days that students are scheduled to attend school plus 20 days beyond the school year. They shall be paid for six (6) holidays. The supervisor shall specify the twenty (20) days scheduled for work.
- E. 260 DAY EMPLOYEES are paid for 260 days and work each scheduled day exclusive of the approved vacation and holiday agreements. The supervisor shall specify scheduled workdays.

13.02 Holidays

This agreement recognizes that nine (9) and ten (10) month employees are being paid for six (6) holidays. Twelve (12) month employees will be paid for eleven (11) holidays.

9 and 10 month employees

186, 187, 201 and 206 days

Labor Day  
Thanksgiving  
Christmas  
New Year's  
Martin Luther King Day  
Memorial Day

12 month employees

260 days

Labor Day  
Thanksgiving  
\*Day after Thanksgiving  
\*Last working day before Christmas  
Christmas  
\*Last working day before New Year's  
New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
July Fourth

\*Provided school is not in session. In this case, a day off or a day's pay will be provided as compensation.

13.03 Holiday Pay

Any employee required to work on a holiday shall be paid double time.

**ARTICLE 14 – VACATION**

14.01 Twelve (12) month employees will be granted vacations according to the below standards, based on the number of years of service.

1 through 6 years of experience in Shelby	10 days
7 through 12 years of experience in Shelby	15 days
13 years and above of experience in Shelby	20 days

14.02 Employees shall be able to take up to one-half of their annual vacation at any time during the year. The remainder of the employee's vacation must be taken when school is not in session. However, the administration may limit the number of employees from the same building or same classification on vacation at any one time if the number of vacationing employees would seriously disrupt the operation of the district.

14.03 Applications for vacation time will be made in writing to the superintendent or his designee or the Director of Building/Grounds in May of each year for summer vacation

time and at least ten (10) calendar days before taking vacation time during the remainder of the work year.

14.04 In case of conflict of vacation schedules between employees, the employee with greater classification seniority will have preference.

14.05 Employees may accumulate vacation days to the maximum number allowed by law.

### **ARTICLE 15 – WORKING ENVIRONMENT**

#### **15.01 Overtime and Activities**

- A. With the exception of emergency situations, overtime and activities will be offered on a rotational basis to employees within a building based on seniority. In the event work performed in overtime is unsatisfactory, the employee shall be notified in person and in writing of unsatisfactory performance. Should a second notice of unsatisfactory performance be necessary the employee shall forfeit any further consideration for overtime for the remainder of the work year.
- B. Overtime is defined as employment above and beyond the regular forty hour workweek which the superintendent or his designee deems essential for the welfare of the building. This is work paid for by the Board. Such overtime shall be paid at one and one-half (1 1/2) times the employee's hourly rate for the time worked over the regularly scheduled forty (40) hour week (hours paid shall be considered hours worked).
- C. Custodians, sweepers, and/or maintenance employees who work for any activities shall be paid regular pay/overtime rate depending on hours worked. No employee shall be paid less than \$10.50 per hour regular rate of pay. When employees are paid to work for activities they will perform duties solely related to that activity and will not engage in the regularly assigned duties. If the activity is during the employees regularly scheduled work hours they shall complete their duties equal to the length of the activity.
- D. Regardless of the number of hours the group uses the facility, an employee returning to the building shall not be paid for less than two (2) hours of work. If an activity is cancelled and the employee is not notified at least two (2) hours in advance, the employee shall receive payment from the renting organization for two (2) hours.
- E. The employer shall assume the costs of all certifications, abstracts, licenses, and similar documentation which it requires and/or is a legal requirement in order for bargaining unit employees to be able to perform their official duties.
- F. The Board will pay for all training required for an employee by the employer even if it does not involve meeting any licensure/certification requirements.

- G. The Board of Education may approve an employee to take additional course work related to a SASS classification subject to the following:
1. The Board will reimburse up to \$5,000.00 in total per fiscal year for all such approved course work.
  2. All requests for reimbursement for approved and completed course work must be submitted to the treasurer by July 1 of the calendar year in which the course work is completed. The employee will be reimbursed for any approved and completed course work by July 31 of the year in which the course work is taken.
  3. An employee must work in Shelby City School District the year following receipt of reimbursement. If the employee does not work for the Shelby City School District for the entire fiscal year following reimbursement, the Board shall be entitled to deduct such amount from any salary payment to be paid to the employee.
  4. Each year, the District will notify employees of course work opportunities that may be approved by the Board of Education for reimbursement subject to the cap above.

#### 15.02 Compensatory Time Off

At the discretion of the employee, compensatory time off may be taken in lieu of payment for any performed overtime. Compensatory time off shall be allocated on a time and one-half (1 1/2) basis for each overtime hour worked. Compensatory time off shall be scheduled with and approved by the employee's immediate supervisor. Such time shall not be scheduled on a day that will require a substitute to be hired.

#### 15.03 Calamity Days

- A. All employees shall be paid their appropriate rate of pay for all days or part of a day when the schools are closed owing to an epidemic, weather or other public calamity. Employees will not receive extra pay for work performed on a mandatory make-up day resulting from a calamity.
- B. All maintenance employees and head custodians will report to their buildings on calamity days to check and ensure the following tasks are completed: all outside walks are cleared; heating systems and related piping are checked; and the safety and security of the building and the District. The employee shall remain at the building a minimum of four hours and perform required cleanliness/safety tasks. If arrival at the building is impossible, the employee shall call the Director of Building and Grounds or his designee between 6:30 a.m. and 7:00 a.m.
- C. If required to work on a calamity day, an employee shall be paid his/her regular pay for the day and shall be granted compensation at the rate of one and one-half times (1 1/2) their hourly rate of pay for all hours worked during such days in

excess of four (4) hours. Such rate shall require pre-approval of the superintendent of his/her designee.

#### 15.04 Lunch

- A. With the exception of custodians, all regular employees who work more than six (6) hours per day shall be entitled to not less than a one-half (1/2) hour uninterrupted lunch period without pay.
- B. During the school year custodians shall have a lunch period scheduled as part of their regular eight (8) hour paid day and shall be on call during the lunch period. During the summer, custodians shall work eight (8) hours per day and shall have a one-half (1/2) hour uninterrupted lunch period without pay.

#### 15.05 Breaks

- A. All seven (7) and eight (8) hour employees shall have one (1) fifteen (15) minute break during the first four (4) hours of continuous employment and one (1) fifteen (15) minute break during the next three (3) to four (4) hours of continuous employment. All eight (8) hour employees shall have one (1) fifteen (15) minute break during the first four (4) hours of continuous employment and one (1) fifteen (15) minute break during the next four (4) hours of continuous employment.
- B. All employees for six (6) hours or less shall have one (1) ten (10) minute break during the first three (3) hours of continuous employment and one (1) ten (10) minute break during the next three (3) hours of continuous employment.
- C. All breaks shall be scheduled jointly by the employee's immediate supervisor and the employee. The employee will remain on the premises for all breaks of 15 minutes or less.

#### 15.06 Bonding

Employees required to handle public moneys shall be bonded by the Board.

#### 15.07 Responsibility of Employee's Action

Employees who are acting within the scope of their employment, absent any willful, wanton negligence or deliberate conduct, shall not be held financially responsible for loss of or damage to property of the board.

#### 15.08 In-Service Training

The Board shall provide and/or pay the cost of in-service training for employees who must have such training as a requirement of keeping their position. Such in-service training shall consist of, but not be limited to, CPR instruction, first aid instruction, and renewal costs for a commercial driver's license.

15.09 Employee's Physical Exam

The Board will pay the cost of routine physical exams as required by law for school employees provided the employee has the physical exam at the physician(s) designated by the Board. In the event the employee chooses to utilize a physician other than the Board designated physician(s), the employee shall pay the difference between the Board negotiated rate and the actual cost of the physical exam. The cost of T.B. x-rays required of employees who cannot take the T.B. skin test will be paid by the Board at the prevailing usual, customary, and reasonable rate providing the employee's hospitalization coverage does not cover the cost.

15.10 Complaint Procedure

Complaints by individuals who are not employed by the Board against employees shall be handled as follows:

- A. Any complaint received by an individual Board member shall be referred to the superintendent.
- B. A complaint shall be made known to the affected employee within three (3) workdays after a preliminary investigation has been conducted showing probable cause to believe that such complaint may be well founded. The administration shall offer the affected employee an opportunity to resolve the complaint and offer such assistance as may be deemed appropriate.
- C. At the request of the complainant or the employee, a meeting of the employee, supervisor, and complainant shall at the discretion of the Superintendent be arranged at a mutually convenient time to discuss the complaint. If the employee reasonably believes that legal action may result, the employee may request an Association representative to attend the meeting.
- D. If the complaint is not resolved at that level, it may be appealed to the superintendent or his/her representative if the superintendent has not been involved in the meeting set forth in paragraph C above.
- E. If it is still unresolved, it may be appealed to the Board.
- F. An employee may request, and be accompanied by, counsel and/or an Association representative of his/her choosing at any appeal to the superintendent and/or the Board.

15.11 Discipline and Discharge

- A. Non-probationary bargaining unit members shall not be disciplined, reduced in rank or compensation, or demoted without just cause and compliance with applicable provisions of this contract.

- B. The principles of progressive discipline shall be followed. The steps for offenses of a similar nature shall be:
- |        |                                      |
|--------|--------------------------------------|
| Step 1 | Oral Reprimand                       |
| Step 2 | Written Reprimand                    |
| Step 3 | Up to 3-Day Suspension (without pay) |
| Step 4 | Up to 5-Day Suspension (without pay) |
| Step 5 | Up to and including Termination      |
- C. Severe situations may warrant deviation from the progressive procedural order above.
- D. An oral reprimand may not be grieved beyond the informal level unless the situation escalates into a written reprimand. Commencing with Step 2, employees shall be informed of the charges and shall be notified of the right to representation at any disciplinary hearing or meeting resulting in discipline.
- E. Commencing with Step 3, the bargaining unit member will be provided the charges in writing at least twenty-four (24) hours prior to the hearing.
- F. Any written record of disciplinary action will be kept in the employee's personnel file as per Article 11.

15.12 Evaluation

SASS will be advised prior to any changes being made to the observation/evaluation forms used. Employees within the affected classification will be given an opportunity to provide input about the proposed changes prior to the changes being implemented.

**ARTICLE 16 – CLASSIFICATION ISSUES**

16.01 Custodial

- A. A custodian, sweeper or maintenance employee may be on duty for non-school related functions, as defined by Section C-1 of the Community Use of School Facilities form, at the discretion of the building principal. If the building principal decides that a custodian, sweeper, or maintenance employee shall be on duty, and no such employee is willing to work the activity, the building principal or other certified staff member may cover the activity. The person assigned to the activity will be certain that the facility is clean and ready for use before the group arrives.
- B. For any school related activity within the building beyond the school day, each building principal will decide if a custodian is to be hired for cleaning and supervising the building.
- C. If the principal and/or Director of Buildings and Grounds has decided that a custodian was not necessary for the activity, then the activity sponsor will be

responsible for supervising the activity, remaining with the group, cleaning the area, and returning the building to a condition suitable for resumption of school the next day, which includes picking up; sweeping and wet mopping if necessary; putting tables and chairs in place; flushing urinals and stools; removing spittle; checking windows, lights, and doors.

- D. If the activity sponsor fails to return the area to the condition suitable for resumption of school, the custodial/sweeper employee shall be paid for hours of work related to the activity unless the activity is an employee-sponsored activity. This shall be above and beyond the employee's regular work hours.
- E. When it is determined that a head custodian will be absent for an extended period of time (10 days or more) the most senior custodian/sweeper in the building will have the first opportunity to assume the duties of the head custodian. Other bargaining unit members interested in substituting may sign up by September 1 with the Director of Buildings and Grounds.

In the event that the most senior sweeper declines to assume the head custodian duties they will forfeit the opportunity for the remainder of said absence.

#### 16.02 Cafeteria

- A. The most senior cook-cashier working with the cook-in-charge will be offered to fill in for the absence of the cook-in-charge. After ten (10) consecutive workdays, they will be paid the appropriate rate for the cook-in-charge position.
- B. Cafeteria employees shall be paid their appropriate regular rate of pay for all hours worked for a Board paid banquet or in preparation for a Board paid banquet.
- C. At least one cafeteria employee shall be present for all non-Board paid banquets and shall be in pay status throughout the banquet. When being paid by someone other than the Board, the rate of pay shall be \$10.50 per hour worked.
- D. Cafeteria employees shall not be assigned banquet preparation work to be done during regular work hours. Preparation of snacks for routine teachers' meetings or principals' meetings shall not be considered banquet work.

#### 16.03 Transportation

##### A. Extracurricular Driving

- 1. For extracurricular driving: athletic events, band trips, field trips, etc., the driver employee shall be paid a single rate of eleven dollars and seventy-five cents (\$11.75) per hour for driving and layover hours worked with time calculated to the nearest one-fourth hour. One-fourth hour will be allowed for preparation of the bus and one-fourth hour for cleaning the

bus. Buses must be cleaned after extracurricular runs. A minimum of two (2) hours driving and clean up time will be paid per trip.

2. Extracurricular trips scheduled during times that route drivers are available will be offered on a rotational basis beginning with the most senior driver available that has signed the sign-up sheet. Sign-up sheet will be posted three (3) times per year – fall, winter, and spring. Whenever possible extra trips shall be scheduled to leave the building at a time that allows regular drivers to drive the trip.
3. Drivers refusing an extracurricular driving trip during the rotation shall not be offered another trip assignment until their next turn in the rotation.
4. When the Board anticipates the absence of a handicapped bus driver in excess of five (5) school days, the route shall be assigned to the most senior regular pre-school sub who is available on a daily basis to do the handicap run. For absences of five days or less, subsection 3 above shall govern.

B. Mid-Day Routes

If a mid-day route bus driver is absent, the route will be offered on a rotational basis beginning with the most senior driver that has signed the sign-up sheet. If the same mid-day route bus driver is absent on consecutive days, the driver who drove the route on the first day of the absence shall continue to drive that route for the duration of the consecutive absence.

C. Mechanic Clothing

The Transportation Mechanic shall be provided either with a laundry service for personal clothing worn while performing job duties, or with disposable clothing to wear while performing job duties. Such laundry service or disposable clothing shall be provided at the expense of the Board. The Board, in selecting between the two options, shall consider both the expense of each option, as well as the quality of the disposable clothing responsibilities.

**ARTICLE 17 – HEALTH AND SAFETY**

17.01 Maintenance of Health and Safety

- A. The Shelby City School District Board of Education will provide its employees with a place of employment that is free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees.
- B. The Board of Education and members of the bargaining unit will comply with state OSHA standards (“Ohio Employment Risk Reduction Standards”), rules and orders adopted or issued pursuant to R.C. Chapter 4167. Unless the action is required to prevent imminent danger or death or serious harm, the Board is not

required to take any action under this article that would cause it an undue hardship as that term is defined by law.

- C. An employee who refuses to perform assigned tasks under provision 17.03 below and fails to meet the conditions set forth in that provision is subject to disciplinary action.

#### 17.02 Health Related Supplies

- A. The employer shall ensure that in the main offices, in every lab, and in each bus there shall be an adequate first aid kit, which shall be maintained.
- B. The employer shall provide on every floor of every building and in each bus an adequate supply of disposable rubber gloves and CPR masks.
- C. Each bus driver shall be provided access to emergency medical information for each student on the bus. The information shall include any ongoing medical conditions, allergies, medications, seizure potential, etc.

#### 17.03 Hazardous Conditions

- A. If an employee in good faith believes that a condition at the work site or on a bus threatens physical harm or creates an imminent danger, he/she shall submit a written report of the situation to the supervisor or appropriate principal.
- B. An employee acting in good faith has the right to refuse to work under conditions that he/she reasonably believes present an imminent danger of death or serious harm to him/herself, provided that such conditions are not such as normally exist for or reasonably might be expected to occur in the occupation of the employee. An employee can refuse to perform assigned tasks if:
  - 1. The employee has reported the condition to the building principal or supervisor and the condition remains uncorrected;
  - or
  - 2. There is insufficient time to eliminate the danger by resorting to a report and correction procedure;
  - 3. The danger was one that a reasonable person under the circumstances then confronting the employee would conclude is an imminent danger of death or serious physical harm to the employee; and
  - 4. The employee has notified his/her building principal, supervisor or the superintendent that he/she is refusing to perform an assigned task and the reasons why.

- C. An employee who has refused to perform an assigned task in compliance with paragraph B above may be temporarily assigned to alternate tasks which he/she is qualified for at no loss in pay.

17.04 Administering Medication

- A. Immediately following ratification of this contract and prior to the start of each school year, the Board shall distribute a statement to all parents of school students discouraging the administration of medication at school. The form which parents obtain from their doctors to provide for administration of medication at school will be amended to include a provision that requires the doctor to certify that the dosage of the medication in question cannot be reconfigured such that the medication would not need to be administered during the school day.
- B. Students at the high school shall be required to self-administer any medications which they are required to take during the school day.
- C. The Board shall pay a stipend to the building Secretary at Dowds, the building Secretary at Auburn and to the two building Secretaries at the Middle School and the two at the High School to administer medication in accordance with Board policy. The stipend shall be paid based upon the employee's regular rate of pay for each school day, up to a maximum of one (1) hour of pay per day per building.
- D. The stipend shall be offered first to the secretary in the building. If the secretary declines the duty, the stipend will be offered to the other support staff in the building.
- E. In the event no employee voluntarily agrees to administer medication and receive the stipend, the Board may assign an employee the duty and pay the employee the stipend.

17.05 No Reprisals

There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for filing a report of an unsafe or unhealthy condition, for refusing to work under conditions that the public employee reasonably believes presents an imminent danger, in accordance with the procedures of paragraph 17.03 above, or for any other participation in the health and safety program.

**ARTICLE 18 – INSURANCE**

The Board shall contribute to premium costs of insurance fringes: hospital, surgical, major medical, dental, and life insurance. Both the Union and the Board negotiating teams shall review proposals before making changes in carriers.

## 18.01 Medical/Dental/Prescription Drug/Vision Insurance

### A. Comprehensive Major Medical Coverage

1. Full-time employees will receive this coverage and will pay eight percent (8%) of premium charges.
2. The coverage shall be as indicated in the Summary of Insurance Specifications as attached to this Agreement (See Appendix F).

### B. Dental Insurance

1. Full-time employees will receive this coverage and will pay eight percent (8%) of premium charges.
2. The coverage shall be as indicated in the Summary of Insurance Specifications as attached to this Agreement (See Appendix F).

### C. Prescription Drug Insurance

The coverage shall be as indicated in the Summary of Insurance Specifications as attached to this Agreement (See Appendix F).

### D. Vision Insurance

1. Full-time employees will receive this coverage and will pay eight percent (8%) of premium charges.
2. The coverage shall be as indicated on the Summary of Insurance Specifications as attached to this Agreement (See Appendix F).

### E. Changing Carriers

The Association and Board negotiating teams shall review proposals before making changes in carriers.

### F. Dual Employees

When two bargaining unit members are from one family, the Board will pay 100% of the premium toward one family policy to the bargaining unit member the family designated as the insured, or two single policies as requested by the bargaining unit members.

### G. IRS Section 125 Plan

The Board will make available an Internal Revenue Code Section 125 Plan that will enable employees to tax shelter out-of-pocket medical and other qualifying expenses. This plan will be administered in compliance with the applicable

requirements of the IRS. At its discretion, the Board may select a third party administrator to operate this plan.

#### 18.02 Life Insurance

- A. A \$40,000.00 term life insurance policy for each teacher/bargaining unit member will be paid by the Board.
- B. Each insured shall have the option to buy additional insurance in increments of \$5,000.00 to be paid for by the insured at the rate quoted by the insurance company, up to an additional \$25,000.00.

#### 18.03 Miscellaneous Insurance Issues

- A. Full Time – Full-time employment for employees hired on or after July 1, 2012, shall be defined as:
  - five (5) hours per day for bus drivers;
  - seven (7) hours per day for aides;
  - eight (8) hours per day for custodial/maintenance/secretaries
  - six (6) hours per day for cooks.

For employees hired prior to July 1, 2012, full-time employment shall be defined as:

- four (4) hours per day for bus drivers
- six (6) hours per day for all other classifications.

- B. Part-Time Employee – one who works less than six (6) hours per day (four [4] hours for bus drivers).

Coverage will be provided only at employee expense. No payment toward the premium will be made by the Board.

- C. Dual Employees – When two (2) employees of the Board are from one (1) family, the Board will pay 100% of the hospital surgical premium toward one (1) family policy to the employee the family designated as the insured, or two (2) single policies as requested by the employees.

When two employees of the Board are from one family, the Board will pay only one dental premium toward the family policy to the employee the family designated as the insured as follows:

1. Both working full-time – 100% of family policy
2. One working full-time and one part-time – 100% of family policy
3. Both working part-time – no benefits.

- D. Non-Participation – When the spouse of an employee has hospitalization coverage equal to or better than that offered by the Board, the employee shall have the option to not participate in the school sponsored plan.

In addition to the open enrollment period, an employee who selects this non-participation option and who loses primary coverage due to death or divorce of a spouse, loss of a spouse's benefits, or termination/RIF of a spouse's employment will become eligible immediately for benefits.

- E. For all employees hired on or after July 1, 2012, spousal enrollment shall be in effect, with a cap of twenty percent (20%) of the cost of Shelby single coverage premium.

#### 18.04 Insurance for Employees on an Unpaid Leave of Absence

- A. Employees who are granted an unpaid leave shall be carried on the payroll records of the Shelby City Schools during the leave for the purpose of making all group insurance benefits available to such employees. Shelby Schools shall pay the premium at negotiated levels for such benefits for twelve (12) weeks. At the termination of the leave, the employee shall be eligible for all benefits guaranteed by COBRA.
- B. If an employee has used Family and Medical Leave for the same illness immediately prior to taking an unpaid leave, the weeks of insurance benefits provided by the Board under FMLA shall be included in the calculation of the twelve (12) weeks of available benefits under this article.
- C. Employees who are currently on approved leave as of the date of ratification of this Agreement will be grandfathered in under the old unpaid leave rules.

#### 18.05 IRS Section 125 Plan

The Board will make available an Internal Revenue Code Section 125 Plan that will enable employees to tax shelter out-of-pocket medical and other qualifying expenses. This plan will be administered in compliance with the applicable requirements of the IRS. At its discretion, the Board may select a third party administrator to operate this plan.

#### 18.06 Grandfather Clause

Any employee who was receiving full or partial benefits under this section as of June 30, 1988, will continue to receive the same benefits until employment with the Board is ended. Part-time employees as of June 30, 1988, may only receive full benefits by meeting the provisions set forth in this section.

### **ARTICLE 19 – WAGES**

#### 19.01 Pay Schedule

All employees shall be paid on the pay schedule set forth in Appendices A, B, and C for the applicable pay grades and years of service.

The amounts appearing on said schedule shall be the employee's "regular rate of pay."

Electronic direct deposit will be required for all bargaining unit members. Bargaining unit members shall be paid on the basis of 24 equal payments per year, contingent on the SEA also agreeing to a 24 equal payments system.

19.02 Wage Rates

- A. Effective July 1, 2014, there will be a one percent (1%) across the board increase implemented.
- B. Effective July 1, 2015, there will be a one and one-half percent (1.5%) across the board increase implemented.
- C. Effective December 5, 2016 a one and one-half percent (1.5%) stipend will be paid. The stipend will be calculated on the employee's current hourly rate times regular hours worked only. Extended days, longevity, head cook /custodian / medication stipends etc will not be included in the calculation of the stipend.
- D. The index is as follows:

Step 0	1.000
Step 1	1.025
Step 2	1.050
Step 3	1.075
Step 4	1.100
Step 5	1.125
Step 6	1.150
Step 7	1.175
Step 8	1.200
Step 10	1.225
Step 13	1.250
Step 15	1.275

19.03 Employee Placement on Salary Schedule

- A. Employees new to the district who have prior experience in a comparable position may be granted up to four (4) years' experience on the salary schedule. Time worked as a current substitute within the given classification for Shelby Schools shall count as experience if the individual is subsequently hired into a regular position. One year's experience will be given for any year in which the applicant worked two-thirds of the days available to a regular employee in the given position. At the superintendent's discretion, non-current work as a substitute or substitute work in another classification may count as experience if the individual is subsequently hired.
- B. Former employees who are reemployed by the district may be placed on the salary schedule according to their experience.

19.04 Movement on the Pay Schedule

Annual pay step increases shall be July 1, providing the employee has been employed and performed service to the Board for at least one hundred twenty (120) days in the preceding work year.

19.05 Classification Change

- A. Employees changing from one classification to another shall be placed on the appropriate step on the salary schedule for that position based on one (1) step placement for each two (2) years of employment with the Board.
- B. Employees changing from one position to another within a classification series through the bid procedure shall be placed on the appropriate step on the salary schedule for that position to a maximum four (4) years' experience. For experience beyond four years, the employee shall receive one step additional placement for each two years of employment beyond four with the Board.
- C. No employee when moving to a higher paying position will receive a lesser hourly wage. Such employees shall be frozen at their present hourly wage until such time as the schedule surpasses their present hourly wage.
- D. If an employee elects to move to a lower paying position, he/she will be placed on the appropriate step based on his/her years of experience with the Board.

19.06 Shift Differential

Custodial employees who work four (4) or more hours of their regularly scheduled shift between 10 p.m. and 6 a.m. will receive a shift differential of \$.20 (twenty cents) per hour above the hourly rate for that classification.

19.07 Mileage Reimbursement

With prior approval, employees who are required to use their personal vehicle to conduct school business will be reimbursed for their mileage at the rate authorized by the Internal Revenue Service as of July 1 each year, or by an alternate reimbursement method as agreed with the superintendent or his designee.

19.08 Head Custodial Stipend – Responsibilities

Each head custodian shall be paid an annual stipend as follows:

Auburn	\$600.00
Dowds	\$500.00
Middle School	\$750.00
High School	\$950.00

- A. Substitutes: shows work routine, area in which work should be done, proper chemical use.
- B. Crews: oversees the cleaning staff and operation in the building.
- C. Supplies: orders needed cleaning supplies for the building.
- D. Maintenance: does minor maintenance repair as needed (i.e., desktops, pencil sharpeners, pictures hung, floor tile replacement, etc.).
- E. Emergencies: reports to building for emergencies when called by building, District, or emergency personnel (i.e., windows, doors left open). Home phone provided to designated District and emergency personnel.
- F. Calamity Days: checks on building during breaks, calamity days and ensures that all outside walks are cleared, heating systems and piping are checked, and the building is safe and secure.

19.09 Head Cooks' Stipend

The following head cooks shall be paid on annual stipend

High School	\$1,000.00
Middle School	\$500.00

19.10 Longevity

- A. Longevity steps will be the same for all categories.
- B. The Board will make the following salary increases above the salary schedule in effect:
  1. At the beginning of a new contract year following completion of 17 years of service and extending through the 21st year of service, each employee shall receive an additional \$500.00.
  2. After completing 21 years of service and extending through the 25<sup>th</sup> year of service, each employee shall receive an additional \$200.00 (total of \$700.00).
  3. After completing 25 years of service and extending through the 30th year, each employee shall receive an additional \$300.00 (total of \$1,000.00).
  4. After 30 years of service each employee shall receive an additional \$500, (total of \$1500).

Years of service in education shall include all years employed by the Board. Time as a substitute shall not be counted toward longevity.

- C. Longevity shall be paid in twenty-four (24) equal portions and paid as part of the regular biweekly paycheck unless the employee submits a written request by June 1 each year for a lump sum payment to be included with the first paycheck in December.

## **ARTICLE 20 – SERS PICKUP**

### **20.01 Pick Up and Pay**

The Board agrees to pick-up (assume and pay) premiums to the SERS on behalf of the members of the bargaining unit. Effective July 1, 2000, the Board shall pick-up and pay an additional share of each member's SERS payment equal to 1.00% (4.00% total pick-up) of the employee's annual income. Effective July 1, 2001, the Board shall pick-up and pay an additional share of each member's SERS payment equal to 1.00% (5.00% total pick-up) of the employee's annual income.

### **20.02 Pick Up by Salary Reduction**

The remaining portion of the member's SERS contribution shall be picked up and paid by the Board by reducing the annual compensation of the member by an equal amount.

### **20.03 Application**

The pick-up percentages shall apply uniformly to all bargaining unit members as a condition of employment. The pick-ups shall apply to all compensation including supplemental earnings paid thereafter.

### **20.04 Regulation Compliance**

It is to be understood by the parties that it is the responsibility of each individual bargaining unit member to make any necessary adjustments to any other tax sheltered annuities he has in order to be in compliance with IRS laws and regulations.

## **ARTICLE 21 – SEVERANCE PAY**

### **21.01 The Board will grant severance pay for accrued but unused sick leave under the following provisions.**

- A. The Board shall pay for one-third ( $\frac{1}{3}$ ) of any accrued but unused sick leave up to a maximum of 260 days.
- B. Employees must be eligible for retirement under provisions set by the School Employees Retirement System and must actually retire directly from employment of the Shelby City Schools and start drawing reimbursement from the School Employees Retirement System as evidenced by a check or certification from

SERS or a bank indicating direct deposit of the first retirement check being presented to the treasurer's office.

- C. Payment will be based on the employee's rate of pay at the time of retirement and will eliminate all sick leave credit accrued at that time. If a retiring Association member participates in a §403(b) or a §457 Plan, his/her Severance shall be paid in December of the year in which he/she retires. However, if a retiring Association member does not participate in a §403(b) or a §457 Plan, his/her Severance shall be paid in January of the year following his/her retirement.
  
- D. Any severance pay due would be payable to the estate in case of death of an employee. In case of death, the employee must be eligible for survivor benefits under the provisions set by the School Employees Retirement System. In this instance, payment will be made within thirty (30) days following the death of an employee.

#### **ARTICLE 22 – BARGAINING UNIT WORK**

- 22.01 From July 1, 2014 through June 30, 2017, the Board shall not contract out bargaining unit work.
  
- 22.02 If the Board combines the administrative positions of Director of Transportation and Director of Buildings, Grounds, and Maintenance into one administrative position, the jobs of head mechanic and/or head maintenance shall return to the bargaining unit.

#### **ARTICLE 23 – NO STRIKE CLAUSE OR LOCK OUT CLAUSE**

- 23.01 The Union does hereby affirm and agree that it will not engage in a failure to report to duty, willful absence from one's position, stoppage of work, slowdown or abstinence in whole or part from the full, faithful, and proper performance of regular professional duties or employment obligations.
  
- 23.02 If any violation of this article occurs, the Union shall notify all bargaining unit members that the strike, slowdown or work stoppage is prohibited, is not sanctioned by the Union and order all bargaining unit members to return to work immediately.
  
- 23.03 In the event of a violation of this clause, the Board may exercise its option under ORC 4117.
  
- 23.04 The Board agrees not to lock out or otherwise prevent employees from performing their regularly assigned duties during the term of this agreement.

## ARTICLE 24 – MISCELLANEOUS

### 24.01 Pledge Against Discrimination

- A. The provisions of this Agreement shall be applied equally to all applicants as well as to all employees in the bargaining units without discrimination as to age, sex, marital status, race, color, creed, national origin, job classification, activities outside the workplace, political opinions or affiliation or handicap. Nothing herein should be interpreted as preventing the Board from disciplining or discharging an employee for conduct which is illegal or which courts have ruled is a basis for discipline or discharge.
- B. All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

### 24.02 Job Descriptions

- A. Each employee will receive a copy of the job description for his/her classification.
- B. The job description will include, but is not limited to: the job title and a general description of the required duties, necessary skills, and training.
- C. The Union will be advised prior to any changes being made in any job description, and employees within the affected classification will be given an opportunity to provide input about the proposed changes prior to the changes being implemented.

### 24.03 Records Check

#### A. Criminal Records Check – New Hires

When a candidate comes under final consideration for initial employment or employment outside the bargaining unit, the Board of Education will conduct a criminal records check on that candidate with the Bureau of Criminal Identification and Investigation (BCII) and/or the Federal Bureau of Investigation (FBI). This criminal records check will be conducted on all final applicants for initial hiring in any bargaining unit position. This criminal records check will otherwise be conducted pursuant to and in accordance with Section 3319.311 of the Revised Code. Costs of the records check will be borne by the applicant. If the criminal records check shows that the applicant has been convicted of or plead guilty to any of the criminal offenses listed in ORC Section 3319.311, he/she shall not be employed by the Board of Education. Any applicant who fails or refuses to cooperate in the criminal records check shall not be employed by the Board of Education. An applicant may be employed conditionally pending the results of the criminal records check. If the criminal records check contains an accurate disqualifying conviction or a guilty plea, the conditionally employed applicant may be summarily dismissed based upon the BCII and/or FBI report. The FBI

and BCII criminal records check reports are not public records and are confidential. However, these reports may be reviewed by the Board of Education, school administrators, and the applicant who is the subject of the report.

B. Records Checks – Employees

Bargaining unit members shall be responsible for completing statutorily mandated records checks and the Board shall pay all charges involved with mandatory records checks.

24.04 Complete Agreement Clause

The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

24.05 Provision Contrary to Law

If any provisions of this contract shall be found to be contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the contract.

24.06 Distribution of Agreement

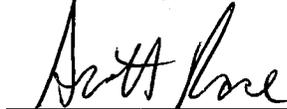
Within thirty (30) days after the execution of this agreement, the Board shall print or duplicate and provide to the Union, without charge, a copy of the agreement for every employee in the bargaining unit. An additional twenty (20) copies will be available if needed by the president of the Union during the duration of this contract.

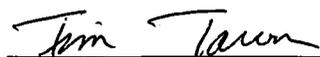
**ARTICLE 25 – DURATION**

25.01 The terms and conditions within this agreement are effective for the period commencing July 1, 2014, and terminating June 30, 2017.

For the Board:

  
\_\_\_\_\_  
Lorie White, President

  
\_\_\_\_\_  
Scott Rose, Board Member

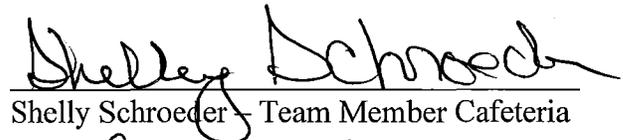
  
\_\_\_\_\_  
Tim Tarvin, Superintendent

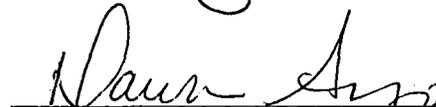
  
\_\_\_\_\_  
Scott Harvey, Director of Buildings  
and Grounds

  
\_\_\_\_\_  
Richard Hostetler, Food Service Director

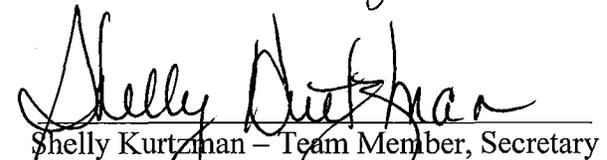
For the Association:

  
\_\_\_\_\_  
Derrin Roberts, President

  
\_\_\_\_\_  
Shelly Schroeder – Team Member Cafeteria

  
\_\_\_\_\_  
Dawn Argo – Team Member Aide

  
\_\_\_\_\_  
Connie Dietz – Team Member Transportation

  
\_\_\_\_\_  
Shelly Kurtzman – Team Member, Secretary

  
\_\_\_\_\_  
Larry Stacklin – Team Member, Custodial

EFFECTIVE JULY 1, 2014 TO JUNE 30, 2015

## CUSTODIAL/MAINTENANCE

Yrs. Exp.	Index	<u>186 Day Sweeper</u>	<u>201 and 260 Day Sweeper</u>
0	1.000	\$9.43	\$9.85
1	1.025	\$9.67	\$10.09
2	1.050	\$9.91	\$10.34
3	1.075	\$10.14	\$10.59
4	1.100	\$10.38	\$10.83
5	1.125	\$10.61	\$11.08
6	1.150	\$10.85	\$11.32
7	1.175	\$11.08	\$11.57
8	1.200	\$11.32	\$11.82
10	1.225	\$11.56	\$12.06
13	1.250	\$11.79	\$12.31
15	1.275	\$12.03	\$12.56

Yrs. Exp.	Index	<u>Custodian</u>	<u>Driver/ Maint.</u>
0	1.000	\$13.65	\$14.94
1	1.025	\$13.99	\$15.31
2	1.050	\$14.33	\$15.69
3	1.075	\$14.67	\$16.06
4	1.100	\$15.01	\$16.44
5	1.125	\$15.35	\$16.82
6	1.150	\$15.69	\$17.19
7	1.175	\$16.04	\$17.56
8	1.200	\$16.36	\$17.93
10	1.225	\$16.71	\$18.30
13	1.250	\$17.06	\$18.67
15	1.275	\$17.41	\$19.05

## EFFECTIVE JULY 1, 2014 TO JUNE 30, 2015

Yrs. Exp.	Index	<u>Maintenance</u>	<u>Head of Maintenance</u>
0	1.000	\$14.94	\$16.65
1	1.025	\$15.31	\$17.06
2	1.050	\$15.69	\$17.48
3	1.075	\$16.06	\$17.89
4	1.100	\$16.44	\$18.32
5	1.125	\$16.82	\$18.74
6	1.150	\$17.19	\$19.15
7	1.175	\$17.56	\$19.56
8	1.200	\$17.93	\$19.98
10	1.225	\$18.30	\$20.39
13	1.250	\$18.67	\$20.81
15	1.275	\$19.05	\$21.22

## FOOD SERVICE

Yrs. Exp.	Index	<u>Server</u>	<u>Cashier/ Cook</u>
0	1.000	\$9.43	\$10.12
1	1.025	\$9.67	\$10.37
2	1.050	\$9.91	\$10.63
3	1.075	\$10.14	\$10.88
4	1.100	\$10.38	\$11.14
5	1.125	\$10.61	\$11.39
6	1.150	\$10.85	\$11.64
7	1.175	\$11.08	\$11.89
8	1.200	\$11.32	\$12.14
10	1.225	\$11.56	\$12.41
13	1.250	\$11.79	\$12.65
15	1.275	\$12.03	\$12.90

APPENDIX A-C (Cont'd)

EFFECTIVE JULY 1, 2014 TO JUNE 30, 2015

Yrs. Exp.	Index	<u>Head Cook</u>
0	1.000	\$11.44
1	1.025	\$11.73
2	1.050	\$12.02
3	1.075	\$12.30
4	1.100	\$12.59
5	1.125	\$12.86
6	1.150	\$13.16
7	1.175	\$13.45
8	1.200	\$13.73
10	1.225	\$14.02
13	1.250	\$14.30
15	1.275	\$14.59

EDUCATIONAL AIDE

Yrs. Exp.	Index	<u>Educational Aide</u>	<u>Highly Qualified</u>
0	1.000	\$11.19	\$12.33
1	1.025	\$11.47	\$12.64
2	1.050	\$11.75	\$12.95
3	1.075	\$12.03	\$13.26
4	1.100	\$12.31	\$13.57
5	1.125	\$12.59	\$13.87
6	1.150	\$12.87	\$14.18
7	1.175	\$13.15	\$14.50
8	1.200	\$13.43	\$14.80
10	1.225	\$13.71	\$15.11
13	1.250	\$13.99	\$15.42
15	1.275	\$14.27	\$15.72

EFFECTIVE JULY 1, 2014 TO JUNE 30, 2015

## COPY MACHINE OPERATOR

Yrs. Exp.	Index	<u>Copy Machine Operator</u>
0	1.000	\$9.43
1	1.025	\$9.67
2	1.050	\$9.91
3	1.075	\$10.14
4	1.100	\$10.38
5	1.125	\$10.61
6	1.150	\$10.85
7	1.175	\$11.08
8	1.200	\$11.32
10	1.225	\$11.56
13	1.250	\$11.79
15	1.275	\$12.03

## SECRETARIAL

Yrs. Exp.	Index	<u>Secretary</u>
0	1.000	\$12.33
1	1.025	\$12.64
2	1.050	\$12.95
3	1.075	\$13.26
4	1.100	\$13.57
5	1.125	\$13.87
6	1.150	\$14.18
7	1.175	\$14.50
8	1.200	\$14.80
10	1.225	\$15.11
13	1.250	\$15.42
15	1.275	\$15.72

EFFECTIVE JULY 1, 2014 TO JUNE 30, 2015

## TRANSPORTATION

Yrs. Exp.	Index	<u>Bus Driver</u>	<u>Driver/ Mechanic</u>
0	1.000	\$15.43	\$16.04
1	1.025	\$15.82	\$16.45
2	1.050	\$16.20	\$16.84
3	1.075	\$16.59	\$17.24
4	1.100	\$16.98	\$17.65
5	1.125	\$17.36	\$18.04
6	1.150	\$17.75	\$18.44
7	1.175	\$18.13	\$18.86
8	1.200	\$18.52	\$19.26
10	1.225	\$18.91	\$19.65
13	1.250	\$19.29	\$20.05
15	1.275	\$19.68	\$20.46

## PLAYGROUND SUPERVISOR AND CROSSING GUARD

Yrs. Exp.	Index	<u>P.G. Super./ Crossing Guard</u>
0	1.000	\$9.45
1	1.025	\$9.69
2	1.050	\$9.93
3	1.075	\$10.16
4	1.100	\$10.39
5	1.125	\$10.64
6	1.150	\$10.87
7	1.175	\$11.11
8	1.200	\$11.34
10	1.225	\$11.58
13	1.250	\$11.81
15	1.275	\$12.04

EFFECTIVE JULY 1, 2015 TO JUNE 30, 2017

## CUSTODIAL/MAINTENANCE

Yrs. Exp.	Index	<u>186 Day Sweeper</u>	<u>201 and 260 Day Sweeper</u>
0	1.000	\$9.57	\$10.00
1	1.025	\$9.81	\$10.25
2	1.050	\$10.05	\$10.49
3	1.075	\$10.29	\$10.74
4	1.100	\$10.53	\$10.99
5	1.125	\$10.77	\$11.24
6	1.150	\$11.01	\$11.49
7	1.175	\$11.25	\$11.74
8	1.200	\$11.49	\$11.99
10	1.225	\$11.73	\$12.24
13	1.250	\$11.97	\$12.49
15	1.275	\$12.21	\$12.74

Yrs. Exp.	Index	<u>Custodian</u>	<u>Driver/ Maint.</u>
0	1.000	\$13.85	\$15.16
1	1.025	\$14.20	\$15.54
2	1.050	\$14.54	\$15.92
3	1.075	\$14.89	\$16.30
4	1.100	\$15.23	\$16.69
5	1.125	\$15.58	\$17.07
6	1.150	\$15.93	\$17.45
7	1.175	\$16.28	\$17.83
8	1.200	\$16.61	\$18.19
10	1.225	\$16.96	\$18.57
13	1.250	\$17.31	\$18.95
15	1.275	\$17.67	\$19.33

EFFECTIVE JULY 1, 2015 TO JUNE 30, 2017

Yrs. Exp.	Index	<u>Maintenance</u>	<u>Head of Maintenance</u>
0	1.000	\$15.16	\$16.90
1	1.025	\$15.54	\$17.32
2	1.050	\$15.92	\$17.74
3	1.075	\$16.30	\$18.16
4	1.100	\$16.69	\$18.60
5	1.125	\$17.07	\$19.02
6	1.150	\$17.45	\$19.44
7	1.175	\$17.83	\$19.85
8	1.200	\$18.19	\$20.28
10	1.225	\$18.57	\$20.70
13	1.250	\$18.95	\$21.12
15	1.275	\$19.33	\$21.54

## FOOD SERVICE

Yrs. Exp.	Index	<u>Server</u>	<u>Cashier/ Cook</u>
0	1.000	\$9.57	\$10.27
1	1.025	\$9.81	\$10.53
2	1.050	\$10.05	\$10.79
3	1.075	\$10.29	\$11.04
4	1.100	\$10.53	\$11.31
5	1.125	\$10.77	\$11.56
6	1.150	\$11.01	\$11.81
7	1.175	\$11.25	\$12.07
8	1.200	\$11.49	\$12.33
10	1.225	\$11.73	\$12.59
13	1.250	\$11.97	\$12.84
15	1.275	\$12.21	\$13.10

APPENDIX A-C (Cont'd)

EFFECTIVE JULY 1, 2015 TO JUNE 30, 2017

Yrs. Exp.	Index	<u>Head Cook</u>
0	1.000	\$11.61
1	1.025	\$11.91
2	1.050	\$12.20
3	1.075	\$12.49
4	1.100	\$12.78
5	1.125	\$13.06
6	1.150	\$13.36
7	1.175	\$13.65
8	1.200	\$13.94
10	1.225	\$14.23
13	1.250	\$14.52
15	1.275	\$14.81

EDUCATIONAL AIDE

Yrs. Exp.	Index	<u>Educational Aide</u>	<u>Highly Qualified</u>
0	1.000	\$11.36	\$12.52
1	1.025	\$11.64	\$12.83
2	1.050	\$11.93	\$13.14
3	1.075	\$12.21	\$13.46
4	1.100	\$12.49	\$13.77
5	1.125	\$12.78	\$14.08
6	1.150	\$13.06	\$14.39
7	1.175	\$13.35	\$14.72
8	1.200	\$13.63	\$15.02
10	1.225	\$13.91	\$15.33
13	1.250	\$14.20	\$15.65
15	1.275	\$14.48	\$15.96

APPENDIX A-C (Cont'd)  
EFFECTIVE JULY 1, 2015 TO JUNE 30, 2017

COPY MACHINE OPERATOR

Yrs. Exp.	Index	<u>Copy Machine Operator</u>
0	1.000	\$9.57
1	1.025	\$9.81
2	1.050	\$10.05
3	1.075	\$10.29
4	1.100	\$10.53
5	1.125	\$10.77
6	1.150	\$11.01
7	1.175	\$11.25
8	1.200	\$11.49
10	1.225	\$11.73
13	1.250	\$11.97
15	1.275	\$12.21

SECRETARIAL

Yrs. Exp.	Index	<u>Secretary</u>
0	1.000	\$12.52
1	1.025	\$12.83
2	1.050	\$13.14
3	1.075	\$13.46
4	1.100	\$13.77
5	1.125	\$14.08
6	1.150	\$14.39
7	1.175	\$14.72
8	1.200	\$15.02
10	1.225	\$15.33
13	1.250	\$15.65
15	1.275	\$15.96

EFFECTIVE JULY 1, 2015 TO JUNE 30, 2017

## TRANSPORTATION

Yrs. Exp.	Index	<u>Bus Driver</u>	<u>Driver/ Mechanic</u>
0	1.000	\$15.66	\$16.28
1	1.025	\$16.06	\$16.70
2	1.050	\$16.45	\$17.09
3	1.075	\$16.84	\$17.50
4	1.100	\$17.23	\$17.92
5	1.125	\$17.62	\$18.31
6	1.150	\$18.01	\$18.72
7	1.175	\$18.41	\$19.14
8	1.200	\$18.80	\$19.55
10	1.225	\$19.19	\$19.94
13	1.250	\$19.58	\$20.35
15	1.275	\$19.97	\$20.77

## PLAYGROUND SUPERVISOR AND CROSSING GUARD

Yrs. Exp.	Index	<u>P.G. Super./ Crossing Guard</u>
0	1.000	\$9.60
1	1.025	\$9.84
2	1.050	\$10.08
3	1.075	\$10.32
4	1.100	\$10.54
5	1.125	\$10.79
6	1.150	\$11.03
7	1.175	\$11.27
8	1.200	\$11.51
10	1.225	\$11.75
13	1.250	\$11.98
15	1.275	\$12.22

SHELBY CITY SCHOOLS  
PERSONAL LEAVE FORM

I, \_\_\_\_\_, hereby request personal leave in compliance with the personal leave policy.

Date of Leave \_\_\_\_\_ Full Day \_\_\_\_\_ Partial Day (explain) \_\_\_\_\_  
Unrestricted \_\_\_\_\_ Restricted \_\_\_\_\_

All personal leave days, except for the fifteen percent (15%) cap as specified within the negotiated agreement, may be used for any personal/family business that cannot be accomplished at some time other than normal school hours and cannot be used for recreation, leisure, or to work another job, including self-employment. If a personal leave day is carried over into the next school year, such day shall be completely unrestricted except for the 15% cap. Requests for personal leave shall be made at least forty-eight (48) hours in advance whenever possible.

I do hereby certify that the purpose of the personal leave for which I have applied is authorized pursuant to Article 12.02 (Personal Leave) of the Negotiated Agreement and that any falsification or misrepresentation of such use in this application shall be grounds for such disciplinary action as is authorized therein.

Signature \_\_\_\_\_

Building \_\_\_\_\_

Date \_\_\_\_\_

Leave is \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

Comments \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal/Supervisor

In case of disapproval, the request may be appealed to the Superintendent or the Superintendent's designated representative.

Leave is \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date \_\_\_\_\_

Reasons for Disapproval \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent/Designee

SHELBY CITY SCHOOLS  
FAMILY AND MEDICAL LEAVE FORM

\_\_\_\_\_ hereby requests Family and Medical Leave  
Employee's Name  
commencing \_\_\_\_\_, 20\_\_\_\_\_. I anticipate return to my  
regular duties \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SHELBY CITY SCHOOL DISTRICT  
SUMMARY OF INSURANCE SPECIFICATIONS**

**A. Comprehensive Major Medical Coverage**

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1st through December 31st	
Dependent Age Limit	19 Dependent/23 if enrolled as a full-time Student; Removal upon Birth Date	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	\$1,000,000	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$200/\$400	\$400/\$800
Coinsurance	90%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$400/\$800	\$1,000/\$2,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$15 copay, then 100%	80% after deductible
Urgent Care Office Visit <sup>2</sup>	\$15 copay, then 100%	80% after deductible
Voluntary Second Surgical Opinion	\$15 copay, then 100%	80% after deductible
All immunizations (Ages nine and over)	100%	Not Covered
Note: See Well Child Care Services below for routine Immunizations up to age 9		
<b>Preventative Services</b>		
Routine Office Visit/Physical Exam (Ages nine and over) <sup>2</sup>	\$15 copay, then 100%	Not Covered
Well Child Care Services (including Exam and Immunizations, up to age nine) <sup>2</sup>	\$15 copay, then 100%	80% after deductible— To age one, limited to a \$500 maximum; Ages one to nine, limited to a \$150 maximum per birth year 80% after deductible
Well Child Care Laboratory Tests (To age nine)	100%	80% after deductible
Routine Mammogram (One, limited to an \$85 maximum per benefit period)	100%	100% after deductible
Routine Pap Test and Associated Office Visit (One each per benefit period) <sup>2</sup>	\$15 copay, then 100%	80% after deductible
Routine Lab, X-ray, and Medical Tests	100%	Not Covered
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	80% after deductible
Diagnostic Lab, X-Ray, and Medical Tests	90% after deductible	80% after deductible
Physical, Occupational, and Speech Therapies	\$15 copay, then 90%	80% after deductible
Chemotherapy and Radiation	90% after deductible	80% after deductible
Chiropractic Therapy	90% after deductible	80% after deductible
Hemodialysis	90% after deductible	80% after deductible
Cardiac Rehabilitation	90% after deductible	80% after deductible
Emergency Use of an Emergency Room	90% after deductible	
Non-Emergency Use of an Emergency Room	90% after deductible	80% after deductible
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	80% after deductible
Miscellaneous Hospital Charges	90% after deductible	80% after deductible
Intensive Care Units	90% after deductible	80% after deductible
Inpatient Diagnostic Lab, X-ray, and Medical Tests	90% after deductible	80% after deductible

APPENDIX F (Cont'd)

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Inpatient Radiation Therapy and Chemotherapy	90% after deductible	80% after deductible
Maternity	90% after deductible	80% after deductible
Inpatient Physical, Occupational, and Speech Therapies	90% after deductible	80% after deductible
Skilled Nursing Facility	90% after deductible	80% after deductible
Inpatient Medical Care Visits	90% after deductible	80% after deductible
Preadmission Testing	90% after deductible	80% after deductible
In-Hospital Attending Physician	90% after deductible	80% after deductible
Inpatient Consultation	90% after deductible	80% after deductible
Surgery/Surgery Assistant	90% after deductible	80% after deductible
Cardiac Rehabilitation	90% after deductible	80% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	90% after deductible	80% after deductible
Ambulance	90% after deductible	80% after deductible
Durable Medical Equipment (Including, but not limited to Mastectomy Bras)	90% after deductible	80% after deductible
Home Healthcare	90% after deductible	80% after deductible
Hospice	90% after deductible	80% after deductible
Jobst (compression) stockings	90% after deductible	80% after deductible
Organ Transplants	90% after deductible	80% after deductible
Private Duty Nursing (Outpatient Only; Inpatient NOT Covered)	90% after deductible	80% after deductible
Wigs	90% after deductible	80% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health and Substance Abuse Services (40 days per benefit period)	90% after deductible	80% after deductible
Outpatient Mental Health and Substance Abuse Services (35 visits per benefit period)	50% for the first 15 visits; 80% for the next 20 visits (per benefit period)	50% for the first 15 visits; 80% for the next 20 visits (per benefit period)

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will also apply to the non-network deductible. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible. Coinsurance expenses incurred for services by a network provider will also apply to the non-network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits.

Non-contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

B. Dental Insurance Specifications

## Maximum Benefits per person

Class I, II, or III	\$2,000.00 per person (annually)
Class IV	\$2,000.00 per person (lifetime)
Deductible – Individual	\$25.00 per calendar year
– Family	\$50.00 per calendar year

## Benefits Paid:

Class I – Preventative & Diagnostic	No Deductible; 100% of reasonable and customary charges
-------------------------------------	---

Routine Oral Exams – every six (6) months  
 Teeth Cleaning – one every six (6) months  
 Fluoride Treatments – one every twelve (12) months  
 Emergency Pain Treatments  
 Space Maintainers  
 Diagnostic X-Rays  
 Tests and Lab Exams

Class II – Basic Restorative	80% of the reasonable and customary charges
------------------------------	---

Fillings – Amalgams, Silicate, Acrylic  
 Root Canal Therapy  
 Treatment of Gum Disease  
 Repair of Bridgework and Dentures  
 Extractions and Oral Surgery  
 General Anesthesia – only if medically necessary

Class III – Major Restorative	60% of the reasonable and customary charges
-------------------------------	---

Inlays, Onlays, Gold Fillings, or Crown Restoration  
 Initial Installation of Fixed Bridgework  
 Installation of Partial or Full, Removable Dentures  
 Replacement of Existing Bridgework or Dentures

APPENDIX F (Cont'd)

Class IV – Orthodontia

No Deductible; 60% of reasonable and customary charges.

Lifetime maximum benefit of \$2,000.00 per person.

Full Banded Orthodontic Treatment  
 Appliances for Tooth Guidance  
 Appliances to Control Harmful Habits  
 Retention Appliances – not in connection with full banded treatment

C. Prescription Drug Specifications

Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit	19 Dependent/23 Student; Removal upon Birth Date	
<b>Retail Program with Oral Contraceptive Coverage – initial fill, plus one refill ONLY<sup>1,2</sup></b>		
Generic Copayment	\$10	30
Brand Name Copayment	\$20	30
<b>Mail Order Program with Oral Contraceptive Coverage<sup>1</sup></b>		
Generic Copayment	\$10	90
Brand Name Copayment	\$20 when generic is not available	90

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

<sup>1</sup>If the member or physician requests a brand name drug, and a generic equivalent drug is manufactured, the member pays the Generic Copayment plus the difference between the brand and generic costs. If a generic drug is not manufactured, the member pays the Copayment only.

<sup>2</sup>Retail Program coverage for maintenance Prescription Drugs is limited to the initial dispensing of the Prescription Drug and one refill. If a member chooses to fill a prescription a third time at a retail pharmacy within 180 days, it will not be covered. Additional fills must be obtained through the Mail Order Program.

D. Vision Insurance Specifications

Services and amounts for eligible expenses:

	Co-Payment	Frequency
Exam	\$10.00	12 months
Lenses and/or frames	\$25.00	24 months

SHELBY CITY SCHOOL DISTRICT

CLASSIFIED GRIEVANCE FORM – LEVEL \_\_\_\_\_

Employee Name: \_\_\_\_\_ Date \_\_\_\_\_

Assignment: \_\_\_\_\_

Date cause of complaint occurred: \_\_\_\_\_

Have you discussed this problem with your building principal or immediate supervisor?

Yes \_\_\_\_\_ No \_\_\_\_\_ Date Discussed: \_\_\_\_\_

A. Specific area(s) of the agreement that is alleged to have been violated, misinterpreted and/or misapplied.

Article \_\_\_\_\_ Paragraph \_\_\_\_\_ Page Number \_\_\_\_\_

Article \_\_\_\_\_ Paragraph \_\_\_\_\_ Page Number \_\_\_\_\_

Article \_\_\_\_\_ Paragraph \_\_\_\_\_ Page Number \_\_\_\_\_

B. Statement of facts regarding the alleged violation, misinterpretation and/or misapplication.

C. Relief sought:

D. Supervisor's response:

MEMORANDUM OF UNDERSTANDING  
HEAD CUSTODIAN

This Memorandum of Understanding is entered into by and between the Shelby City School District Board of Education ("Board") and the Shelby Association of School Support ("Association") for the purpose of modifying the terms of Article 19, Section 19.08, of the Negotiated Agreement between the parties.

WHEREAS, the Board and the Association are parties to a Negotiated Agreement; and

WHEREAS, a new high school has been constructed; and

WHEREAS, the Board intends to transition to the new high school during the summer of 2013; and

WHEREAS, the configuration of other buildings in the District also will be changed during the summer of 2013; and

WHEREAS, these changes necessitate reassignment of the custodial staff, including head custodians; and

NOW, THEREFORE, the parties hereby agree as follows:

1. The Board and the Association are parties to a Negotiated Agreement dated July 1, 2012 through June 30, 2014.
2. Article 19, Section 19.08, addresses the stipends for head custodians based upon an employee's building assignment.
3. Due to the transition to the new high school and the re-configuration of other buildings in the District, reassignment of the custodial staff, including head custodians, is necessary.
4. The current middle school head custodian will be reassigned to Central School head custodian position and also be assigned duties at the High School, and will maintain a stipend at the middle school head custodian level of \$750.00 as provided in the Negotiated Agreement.
5. The high school head custodian position will be newly assigned and will receive a stipend of \$950.00 as provided in Section 19.08 of the Negotiated Agreement.
6. The current high school head custodian will be reassigned to the position of middle school head custodian and will maintain a stipend at the high school head custodian level of \$950.00 as provided in the Negotiated Agreement.
7. This Memorandum of Understanding applies only to those individuals currently employed by the Board as the high school head custodian, Central Head

Custodian and middle school head custodian. In the event that any employee retires, resigns or transfers from the employee's position, the head custodial stipends will revert to existing language for those positions in the Negotiated Agreement.

8. Nothing in this Memorandum of Understanding shall be construed to create or result in a past practice.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

SHELBY CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

SHELBY ASSOCIATION OF SCHOOL  
SUPPORT

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

## MEMORANDUM OF UNDERSTANDING

### CHANGE IN INSURANCE POLICY REGARDING DEPENDENT COVERAGE

SASS and the Board hereby agree to change the current language in the district's insurance policy handbook as follows:

#### WHEN DEPENDENT COVERAGE IS TERMINATED

NOTE: Any individual has the right to request a certificate of creditable coverage from a prior plan administrator or issuer.

NOTE: Under COBRA, it is the responsibility of the employee or a family member to inform the employer of a divorce, judgment of separate maintenance, legal separation, or a child losing dependent status (e.g., marriage of dependent), within sixty (60) days of the Qualifying Event.

The coverage of any covered dependent shall automatically cease at the earliest time indicated below, except as provided in any Continuation of Benefits (COBRA) provision:

1. Date of termination of employee's employment;
2. Date employee ceases to be in a class of employees eligible for coverage;
3. Date employee fails to make any required contribution for coverage;
4. Date Plan is terminated;
5. Date employer terminates employee's coverage;
6. Day after the employee dies;
7. Date dependent loses his eligible status as defined herein:

A. For Spouses:

Upon judgment of separate maintenance or legal separation (if applicable within your state); or

Upon divorce.

B. For children:

Upon reaching age twenty-six

Upon marrying; or

Upon becoming a full-time member of the Armed Forces of any country;  
or

Upon obtaining gainful full-time employment where insurance benefits are offered; or

In the case of a disabled dependent, upon the dependent being medically certified as no longer totally and permanently disabled by either a physical or mental disability that substantially limits one or more of such person's major life activities, or not being able to perform the normal activities of a person of like age and sex in good health.

NOTE: Annual certification of dependent eligibility as described above shall be required in order for dependents to receive coverage under this policy.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date