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STATE EMPLOYMENT
RELATIONS BOARD

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NEGOTIATED AGREEMENT

Between

THE CLAYMONT CITY BOARD OF EDUCATION

AND

LOCAL #390

OAPSE/AFSCME Local 4/AFL-CIO

July 1, 2014 through June 30, 2017

STATE EMPLOYMENT
RELATIONS BOARD

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ARTICLE 1 – PURPOSE

- 1.01 The Parties do understand that the Board is charged by law with the duty and responsibility of operating a Public School System within their District and in carrying out those duties and responsibilities in employing the Members as Employees in its operation. The terms and conditions of employment of the Members as Employees and Board regulations and rules affecting the employment of the Members as Employees are matters of mutual concern to the Board and the Union. It is the intent and purpose of this Document to assure sound and mutually beneficial economic relations between the parties hereto, to attempt to provide an orderly and peaceful means of conducting negotiations, and resolving any misunderstanding or Grievance, and to set forth, in Article form, items between the parties covering salaries, fringe benefits, hours, working conditions, and all other items which are mutually agreed upon.

ARTICLE 2 – RECOGNITION

- 2.01 The Claymont City Board of Education (hereinafter referred to as the "Board") recognizes the Ohio Association of Public School Employees and OAPSE Local #390/AFSCME Local 4/AFL-CIO (hereinafter referred to as the "Union"), as the sole and exclusive bargaining agent for all regular full time and regular short hour non-teaching Employees in the School District, excluding all Administrative, Supervisory Personnel, Secretary to the Superintendent, Administrative Secretary, One (1) Assistant Treasurer and one (1) Secretary to the Treasurer

The Bargaining Unit shall include, but is not limited to regular Employees eligible under O.R.C. Chapter 4117 in the following classifications:

Aides:

Study Hall Monitor	Attendance Aide
Special Education Aide	Bus Aide
Library Aide	Copier Aide
Computer Aide	In-School Suspension Aide
HVAC Coordinator	Food Service
Attendance Officer	Maintenance Workers
Bus Mechanics	Secretaries
Bus Mechanics Helper	Transportation
Custodians (including Groundskeeper)	

ARTICLE 3 – DISCRIMINATION AND COERCION

- 3.01 There shall be no discrimination or intimidation by the Board or the Union against any employee as a result of, or because of, such employee's race, color, creed, sex, national origin, membership or non-membership in the Union.

ARTICLE 4 – NEGOTIATIONS

- 4.01 Negotiations under this agreement shall be initiated by either party upon written Notice to the other party not earlier than one hundred twenty (120) days prior to the expiration of this agreement, or in the case of a stipulated reopener, when negotiations are scheduled to occur. Notification of intent to bargain by the Union shall be made to the Superintendent, and by the Superintendent to the Union President. Within fifteen (15) calendar days of such notification, the Parties shall mutually agree upon a time and place for the first negotiations session. Subjects for the negotiations shall be salaries, fringe benefits, hours, and conditions of employment. All negotiations shall be conducted in executive session between the respective negotiations team.
- 4.02 At the beginning of the first negotiations session, the Union shall present its Negotiations proposals to the Board's Team. At the first or at the beginning of the second negotiations session, the Board shall present its negotiations Proposals to the Union's Team. All such Proposals shall be fully written and in language suitable for inclusion in a final written Agreement. Topical listings of proposed items may be ignored for the purposes of negotiations. Once each party has presented its Proposals, no new Proposals or issues may be presented unless mutually agreed upon.
- 4.03 **Negotiation Procedures** - At the end of each meeting, the Parties shall establish the time, date and place for the next meeting. Meetings shall not be held so as to interfere with work schedules, unless by mutual consent. All meetings shall be held in executive session.
- 4.04 **Teams** - The Board's and the Union's Negotiating Teams shall be limited to not more than six (6) people each. Neither party shall have control over the selection of the other party's Team Members. The OAPSE Field Representative may be a member of the Union's Team. Each Team shall designate one (1) Chief Spokesperson who shall be responsible for initialing all Tentative Agreements. Once Tentative Agreement has been reached on a Proposal, it shall be removed from further bargaining, including mediation. Both parties shall limit themselves to no more than three (3) non-participating Observers at each Negotiations Meeting.
- 4.05 **Exchange of Information** – Prior to and during the period of negotiations or impasse provisions, the Board and the Union agree to provide each other, upon request, all regularly and routinely prepared, existing public information concerning the issue(s) under consideration. Neither party shall be required to compute, compile, gather research data or information so as to conform with this Section.

- 4.06 **Caucus** – Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party time in which to caucus in privacy. The time line shall be thirty (30) minutes unless mutually agreed to extend.
- 4.07 **Progress Report** – During negotiations, interim reports may be made to the Union by its Representatives and to the Board of Education and Administration Staff by its Representatives. It shall be the responsibility of both Parties to inform their constituents to the executive session nature of negotiations and that any information given shall be kept confidential and not released to the public.
- 4.08 **News Release** – No News Releases shall be made by either party during negotiations, including Mediation, unless by mutual agreement. In such instances that the Parties mutually agree to issue a News Release, the Release shall be prepared jointly in writing by the Parties, mutually agreed to, and jointly delivered to the Press.
- 4.09 **Protocol** – No action to coerce, censor or penalize any participant in negotiations shall be made or implied by any other Negotiator or Member of either party so represented. Both sides agree to conduct themselves in a professional and nonpersonal manner.
- 4.10 **Agreement** – When agreement is reached through negotiations, the outcome shall be reduced in writing. Both Parties shall review the outcome together to determine the accuracy of the transcript. If the Agreement is then in proper form, it shall be submitted to the Union for ratification. Following such ratification, it shall be submitted to the Board of Education for ratification and adoption. When adopted by the Board, the Agreement shall become a Contract and thus be binding on both Parties. Said Agreement shall be signed by the Board's Representatives and the Union's Representatives. When adopted by the Board, the Agreement shall become part of the official Board Minutes and become binding on all Parties. The Board and the Union agree to alternate the typing, printing and distribution of the Agreement, following ratification by both Parties, with the Board starting in 1984. Board printed the Agreement 2006-2008.
- 4.11 **Disagreement**
- A. In the event an Agreement is not reached by negotiations after full consideration of Proposals and Counter proposals, either of the Parties shall have the option of declaring Impasse.
 - B. If, after sixty (60) days, all issues have been discussed and no Tentative Agreement has been reached, either party may declare Impasse.
 - C. If Impasse is declared, it is with the understanding the Impasse Proceedings are declared only on the issues where Tentative Agreement has not been reached.
 - D. The Parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (F.M.C.S.).

- E. The assigned mediator has the authority to recommend, but not to bind either party to any agreements.
- F. The utilization of the services of the F.M.C.S. shall be considered the parties' mutually agreed dispute resolution procedure in lieu of the dispute procedure contained in R.C. 4117.14. However, should no agreement be reached through the use of the procedure, the Union has the right to utilize any right granted to it under ORC 4117.

4.12 **Intent to Recommend** – Prior to the Negotiated Agreement being presented to the Union and to the Board, the majority of both Negotiating Teams shall pledge to recommend adoption of the Tentative Agreement.

4.13 **No Strike Clause** – Neither the Claymont City Local #390 Employees represented by the Local, or its Agents, shall engage in any strike or slow down designed to interfere with the normal operations of the Claymont City Schools.

4.14 The Board agrees that neither it, its Officers, Agents, Representatives, Supervisors, and/or Designees, individually or collectively, will authorize, instigate, cause, aide, condone or participate in any concerted unauthorized lockout of the Bargaining Unit. However, a lockout shall not be interpreted to include any closing of schools due to a public calamity, mechanical, or other breakdown.

ARTICLE 5 – GRIEVANCE POLICY

5.01 Grievance Policy

- A. A Grievance is an alleged violation, misinterpretation, or misapplication of any of the written provisions of this Agreement.
- B. A Grievant shall mean an Employee, the Union, or group of Employees within the Bargaining Unit alleging that some violation, misinterpretation or misapplication has actually occurred. A Group Grievance shall mean a Grievance brought by the Union or a group of Employees alleging that the same violation, misinterpretation or misapplication has occurred.
- C. The Grievant shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions.
- D. A day shall mean a workday. The number of days indicated at each Level are maximum. Every effort will be made to expedite the procedures. However, the time limit may be extended by mutual agreement of both Parties.

- E. **Election of Remedies** – A grievant shall not be denied his/her legal rights under the law provided, however, upon filing of a complaint by the Grievant, or on the Grievant's behalf, in any Court of competent jurisdiction demanding relief upon a matter which is the subject of a pending Grievance, such filing shall be deemed a waiver of rights granted herein and the Grievance shall be deemed dismissed.
- F. Copies of the documents pertaining to a Grievance which has been filed shall be placed only in the confidential files of the Treasurer of the Board and the Local President of OAPSE. The Treasurer shall make these available only to the Members of the Board of Education, the Superintendent, and by Court Order.
- G. Grievants are entitled to Union representation at all Levels of the Grievance Procedure, but representation of the Grievant and/or Immediate Supervisor at Level One shall be limited to Employees of the School District.
- H. A Grievance may be withdrawn at any time without prejudice.
- I. Forms for processing Grievances shall be made available through all Administrative Offices in each Building, the Central Administration Building, and through Officials of OAPSE.
- J. Any Grievance that does not pertain or fall within the realm of the Immediate Supervisor and/or the Building Principal shall be processed at Level Four of the Grievance Procedure.
- K. Any Hearing held pursuant to these procedures shall be held at a mutually agreeable time and place so as not to interfere with the normal operations of the School System.
- L. Any Grievance not responded to by the appropriate Administrative Officer within the time limits specified shall cause the Grievance to advance to the next level.

5.02 Procedure

Level One – Informal

Any employee with a problem must have privately discussed this problem first with his Immediate Supervisor before a Grievance shall be filed. The problem shall have been discussed within ten (10) working days after the occurrence of the alleged act or condition upon which the Grievance is based. For the purpose of this Grievance Procedure only, the Immediate Supervisor for each classification is given below:

CLASSIFICATION

Custodians
 Food Service Workers
 Groundskeeper

IMMEDIATE SUPERVISOR

Building Principal*
 Supervisor of Food Service
 Director of Buildings/Grounds

Aides	Building Principal
Secretaries	Building Principal
Bus Drivers	Supv. Transportation
Mechanic	Supv. Transportation
Attendance Officer	Superintendent
Copy Aide	Superintendent
HVAC Coordinator	Director of Buildings/Grounds
Maintenance	Director of Buildings/Grounds

* For all other purposes, Director of Buildings/Grounds

5.03 Level Two – Formal

If the informal discussion does not resolve the Grievance to the satisfaction of the Employee, such Employee shall have the right to file a written Grievance with the Employees' Immediate Supervisor. If such Grievance is not lodged within five (5) working days following the discussion of level One, the Grievance shall no longer exist. The written Grievance shall be a standard form and shall contain a concise statement of the facts upon which the Grievance is based, a specific reference to the written provision of this Contract which was allegedly violated and the relief sought. A copy of such Grievance shall be filed with the Building Principal and the Superintendent. The grievant shall have a right to request a hearing before his Immediate Supervisor. Such Hearing shall be conducted within five (5) working days after receipt of such request. The Grievant shall be advised, in writing, of the time, place and date of the Hearing.

The Immediate Supervisor shall take action on the written Grievance within three (3) working days after receipt of said Grievance or, if a Hearing is requested, within three (3) working days after the conclusion of said Hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the Grievant, the Superintendent, the Treasurer of the Board, and the Local President of the Union.

5.04 Level Three – Formal

If the action taken by the Immediate Supervisor does not resolve the Grievance to the satisfaction of the Grievant, the Grievant may appeal, in writing, to the Superintendent. Failure to file such an appeal within five (5) working days from receipt of the written notice of the Immediate Supervisor's action on said Grievance shall be deemed a waiver of the right to appeal. Upon request, a Hearing shall be conducted by the Superintendent within five (5) working days after the request. The Grievant shall be advised in writing of the time, place and date of such Hearing.

The Superintendent shall take action in the appeal of the Grievance within five (5) working days after receipt of the appeal, or if a Hearing is requested, five (5) working days after the conclusion of such Hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the Grievant, the Immediate Supervisor, the Treasurer of the Board, and the Local President of the Union.

5.05 Level Four – Formal

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the Employee, the Employee may, within five (5) working days of the Level Three response, request a Hearing before the Board of Education. Such a Hearing shall be in private, but action taken shall be at a Public Hearing. The Board shall schedule a meeting to hear the Grievance within 15 work days of the Employee's receipt of the Superintendent's decision or at the next regularly scheduled Board of Education meeting, whichever comes first. The decision of the Board shall be rendered as promptly as possible, but within 10 working days of the Board's meeting. The action taken and the reasons for the action taken shall be reduced in writing and copies sent to the Grievant, Immediate Supervisor, Treasurer of the Board, and the Local President of the Union.

5.06 Level Five – Formal

If the action taken by the Board does not resolve the Grievance to the satisfaction of the Employee, the aggrieved Employee may request that the Union Grievance Committee submit the issue to Arbitration. This request must be sent to the Superintendent by the Union Grievance Committee within ten (10) working days following the receipt of the decision of the Board. The Arbitrator will be chosen from a list of seven (7) names furnished by the Federal Mediation and Conciliation Service, or if mutually agreed upon, by the American Arbitration Association. All other procedures relative to the Hearing with the Arbitrator will be in accordance with the rules and regulations of the appropriate body.

The Arbitrator shall conduct the necessary Hearing(s) and issue the decision within the time limit, as agreed to by the Union, the Board, and the Arbitrator. A copy of the decision will be sent to the aggrieved Employee, the Local Union President, the Treasurer, and the Superintendent.

The Arbitrator will not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement, nor add to, detract from, or modify the language therein in arriving at a decision in regard to the Grievance. The Arbitrator will be confined to those issues which have been presented and will have no authority to consider other issues which have not been presented for Arbitration.

The decision of the Arbitrator will be in accordance with the law and will be binding.

The costs of the Arbitrator will be shared equally by the Board and the Union.

ARTICLE 6 – RIGHTS OF THE INDIVIDUAL

6.01 Employee Evaluations – All employees recognize the right, duty, and responsibility of the Board to make periodic evaluation of their performance. All monitoring and

observation of the performance of an Individual in connection with such evaluation shall be conducted openly and with full knowledge of the Individual. All employees shall have the opportunity to review any and all evaluations regarding their work. The Employee shall acknowledge that he/she has read the evaluation by their signature on the copy to be filed and a copy of the evaluation shall be given to the Employee. Such signature on the evaluation shall not indicate agreement or disagreement with the evaluation. The Employee shall have the right to respond to such evaluation.

6.02 Evaluation Instrument – An instrument for evaluating School Personnel is desirable for contributing to the ultimate goal of creating the best possible educational environment for Students and those people fulfilling the needs of Students. The District objectives of such instruments are:

- A. To provide systematic procedures in Personnel performance evaluation to increase Individual effectiveness.
- B. To provide for an appraisal of Personnel toward improving the quality of the total School Program.
- C. To provide a method of accountability to the Board.

The evaluation of Employees needs to be subjective to increase effectiveness of Employees and to meet accountability requirements of the Board. No Bargaining Unit Member will be required to evaluate another Member of the Bargaining Unit.

- A. Any observation shall be clearly described. Areas of exemplary performance or areas which need improvement shall be clearly stated. Any area in which the Employee is rated substandard shall include recommendations as to the specific course of action necessary for the Employee to raise the rating.
- B. The evaluation is to be completed prior to the Employee Evaluator Conference. It may be revised at the time of the Conference.
- C. All Employees shall be evaluated annually.
- D. The Evaluation Forms are to be forwarded to the Superintendent, where they will become part of the Employee's File.

6.03 Personnel Files – Employees shall have the opportunity to read any material that has been placed in their Personnel File (Exception: Letters of reference should not be viewed by the Employee.)

Employees may request a copy of documents in their File upon payment of a fee. After investigation, derogatory material or complaints against the Employee found to be unsubstantiated shall be removed from the File.

Letters of reprimand or suspension that are not of a moral nature shall be expunged from an employee's file following a twenty-four (24) month period of time without any reprimands by the Superintendent.

Employees shall receive a copy of any material placed in his/her Personnel File. (Routine items such as fingerprint card, TB test results, need to be copied.)

No anonymous material will be placed in the File.

ARTICLE 7 – RIGHTS OF THE UNION

7.01 Dues Deduction

- A. Upon written request of any Employee, the Treasurer shall deduct from the Employee's pay an amount equal to the prevailing annual Union dues as certified by the Local Union Treasurer.

Such deduction shall be made in twenty-four (24) equal installments beginning in October. Signed payroll deduction authorization executed by the Employee shall be continuous from year to year, or until such time as the Employee withdraws such authorization.

The Board Treasurer will forward the monthly dues to the State Union Treasurer with a list of names of those Employees whose dues were deducted.

If for any reason the Board fails to make a deduction for an Employee as above provided, it shall make that deduction from the Employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the Employee. The Union agrees to hold the Board and its Designees harmless for any and all errors arising out of the dues deduction procedure.

When Union dues change, the Board's Treasurer shall be notified by the Union's Treasurer.

The Employee may withdraw this authorization during the period of August 22 through September 15.

B. Right to Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of Members of the Bargaining Unit who elect not to become, or to remain, Members of the Union 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. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the Union, shall be transmitted by the Union to the Treasurer of the Board on or about September 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 by the Union.

3. Schedule of Fair Share Fee Deduction

- (a) Payroll Deduction of such Fair Share Fees shall begin in October and continue to be deducted from each pay.
- (b) Upon Termination of Membership During the Membership Year the Treasurer of the Board shall, upon notification from the Union that a Member 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.

4. Transmittal of Deduction

The Board further agrees to accompany each such transmittal with a list of the names of the Bargaining Unit Members for whom all such Fair Share Fee deductions were made and the amounts deducted for each.

5. Procedure For Rebate

The Union represents to the Board that an Internal Rebate Procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code and that a procedure for challenging the amount of the Representation Fee has been established and will be given to each Member of the Bargaining Unit 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 Constitutions of the United States and the State of Ohio.

6. **Entitlement To Rebate**

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.

7. **Indemnification**

The Union shall indemnify, defend, and hold harmless the Board and its Members and Employees for any claims, actions or complaints brought against the Board or its Members or Employees by virtue of the operation of this provision, including any costs or damages that may be incurred.

7.02 **To Attend Meetings and Conferences** – The Board will permit the OAPSE Local President and one (1) Delegate to attend the State OAPSE Conference. All costs, except Substitutes, will be paid by the local with Delegates receiving their regular rate of pay.

7.03 **Use of Bulletin Boards and School Inter-Office Mail System** – The Union shall be permitted use of a bulletin board in each School Building, Administration Building, Bus Garage, or other Board-Owned Buildings, with approval of the Supervisor.

The Union shall be permitted use of the School District's Inter-Office Mail System for distribution of notices to be posted in all Board-Owned Buildings for all Employees covered by this Agreement.

7.04 **Conference Committee** – In an effort to solve problems before they become Grievances, Representatives of the Union shall meet with the Superintendent to discuss these problems and attempt to reach solutions.

7.05 The Board shall provide a copy of the Board Policy Book to the President of the Union and each Building Representative.

7.06 Employees may have a portion of each pay deducted automatically for PEOPLE contributions. Said contributions will be sent directly to the PEOPLE Committee at the OAPSE State Office in Columbus. Employees who wish to have PEOPLE contributions taken from their pay shall sign an Authorization Form. This provision shall become effective only if at least fifteen (15) Employees sign up for this deduction and a minimum of Two Dollars (\$2.00) per pay is deducted.

7.07 **Payroll Deductions** – Upon written authorization of the bargaining unit member, the following payroll deductions shall be made:

- A. Dues deductions in accordance with Article 7.01.
- B. Credit Unions – Tuscarawas County School Employees Credit Union and Dover-Phila Credit Union.

- C. Tax Sheltered Annuities from approved list. Any employee who makes a request for payroll deduction for an annuity after 7-1-97 must pay an administrative fee of \$0.50 cents per payroll deduction. All current employees (as of 7-1-97) who have an annuity deduction will not be subject to this fee.
- D. United Way – To be deducted as specified on the deduction request.
- E. Life Insurance premiums.

ARTICLE 8 – REDUCTION IN FORCE

- 8.01 In the event it becomes necessary to reduce Bargaining Unit Members due to abolishment of position, lack of funds, lack of work, or Building closures, the following procedure shall govern such Layoffs.
- 8.02 The number of Bargaining Unit Members affected by reduction will be kept to a minimum by not employing replacements, insofar as is practical, for Bargaining Unit Members who resign, retire, or otherwise vacate a position.
- 8.03 In any reduction, classification seniority as defined under Section 13.02 shall prevail.
- 8.04 When the Board has determined the need for reduction in a classification, reductions shall begin with the least senior Employee in the classification, continuing in reverse order of seniority until the reduction is complete.
 - A. Any Bargaining Unit Member affected by such a reduction, either directly or indirectly, shall be granted displacement (i.e. bumping) rights. Displacement shall be exercised on the basis of classification seniority. (Upon receipt of written notification of their displacement rights, the Bargaining Unit Member shall, within forty-eight (48) hours, notify the Superintendent in writing of their decision to exercise their displacement rights. Employees on Vacation or out of town will have the time limit extended until forty-eight (48) hours after their return. This extension will not last more than two (2) weeks.) Failure to notify the Superintendent shall place the Employee on the R.I.F. List subject to Recall as per Article 8.05. Any Bargaining Unit Member affected by such a reduction may displace any less senior Bargaining Unit Member in their classification if qualified. For the purpose of determining displacement rights there shall be established ten (10) classifications as follows:

- | | |
|--------------------|----------------|
| Attendance Officer | Custodial |
| Aides | Food Service |
| Maintenance | Mechanic |
| HVAC Coordinator | Secretarial |
| Mechanics Helper | Transportation |

- B. If an Employee is reduced in their classification they may opt to bump back into another classification in which they had at least one school year of continuous service since their most recent date of hire by the Board. This option may be exercised at any point in the displacement procedure. The Employee would then have the same bumping rights as in (A) above.
 - C. The Board shall not be required to provide more than eight (8) regular hours per day.
- 8.05** Any Bargaining Unit Member reduced or laid-off shall retain Recall rights for a period of two (2) years to begin on the actual date of separation from working in the position. During this time, the Board shall not hire any new Employee(s) to any classification until all those Bargaining Unit Members who are laid off have been offered an opportunity to be reinstated for any position for which he/she is qualified in accordance with Article 14 Employment Practices.
- 8.06** Each Bargaining Unit Member to be laid-off shall be given advance written notice of the layoff with a statement advising him/her of the reason for layoff, the effective date of layoff, their displacement and reinstatement rights.
- 8.07**
- A. Vacancies which occur in a classification from which Employees have been reduced shall be posted for bid to allow Employees to exercise bidding rights. After posting and bidding have occurred, vacancies shall be offered by Registered Mail to all Employees on the Recall List for that classification. The most senior Employee, who responds affirmatively shall be reinstated. Employees must respond within three (3) working days in writing as to whether or not they are accepting the position. In the event the position is declined or not responded to, those Employees shall lose their spot on the Reinstatement List for that vacancy.
 - B. Employees shall have the same Recall rights, specified in A above, to any classification for which they are qualified in accordance with Article 14 Employment Practices.
 - C. Should the position be declined or not responded to by laid-off Employees on the Reinstatement list, the vacancy shall be offered to other Members of the Bargaining Unit in line with Section 14.02.
- 8.08** It shall be the responsibility of any laid-off Employee to provide the Board, during a Layoff period, with their most current mailing address.
- 8.09** The Parties agree that the above procedures apply only to the layoff of Bargaining Unit Members due to abolishment of position, lack of funds, lack of work, or Building closures. This Article shall not require the Board to fill the vacancy, nor shall it interfere with any other lawful Personnel procedures in the District.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

9.01 **Standard Work Week** – The standard work week shall be five (5) days per week, Monday through Friday, for all Bargaining Unit Members.

9.02 **Overtime** – The Board shall pay overtime worked at the rate of time and one-half (1 ½ X) for all hours over forty (40) worked in any week. Full time, twelve (12) month, Employees who work a regularly scheduled eight (8) hour day shall receive time and one-half (1 ½ X) for all hours worked over eight (8) in any one (1) day.

An employee or a supervisor can ask to flex the working hours by 15 minutes throughout the school year.

Both parties must agree on any times that are altered more than 15 minutes.

If an employee needs to switch their working hours throughout the school year, they can do this with written, permission from their immediate supervisor for no more than 10 consecutive work days. After the 10 day period has expired the employee must go back to their regular scheduled working hours that were bid upon from the original employment job description as of 10-01-07.

9.03 **Saturday and Sunday Work** – Employees not regularly scheduled to work on Saturday and/or Sunday who are called in to work shall be guaranteed a minimum of one (1) hour of work, and shall be compensated at the rate of time and one-half (1 ½ X) their regular rate of pay for such hours worked on Saturday and/or Sunday.

9.04 **Call In Time** – Call in time must be authorized by the immediate Supervisor, an Administrator, or public safety personnel. Employees called in to work earlier than scheduled in their workday, or after their workday has been completed, shall be guaranteed a minimum of one (1) hour of work and shall be compensated at the rate of time and one-half (1 ½ X) their regular rate of pay for such hours worked. Those called in between the hours of 12 midnight and 5 am shall be guaranteed a minimum of two (2) hours.

9.05 **Relief Periods** – Two (2) fifteen (15) minute Relief Periods are permitted to be taken within an eight (8) hour shift.

9.06 **Compensatory Time** – The board may grant Compensatory Time in lieu of Overtime. Any Employee electing to take Compensatory Time off shall have prior approval of such accrued time by his/her immediate Supervisor. Notice of the use of Compensatory Time shall be given not less than two (2) days prior to the anticipated leave, where possible.

Such Compensatory Time shall be accrued and granted at time and one-half (1 ½ X) for all Overtime hours worked.

Compensatory Time shall be taken within three hundred sixty (360) days following the time the overtime was worked.

- 9.07 **Calamity Day** - Bargaining Unit Members will be paid for all time lost and not worked when the Schools are closed because of an epidemic or other Public Calamity. Twelve (12) month employees shall report to work on all calamity days in excess of five (5) calamity days in one school year unless excused by the Superintendent or designee. Those Bargaining Unit Members required by the Administration to work on any of the first five (5) Calamity Days will receive their regular rate of pay for all hours worked on the Calamity Day in addition to their Calamity Day pay. For example: If an Eight (8) Hour Custodian is required to work when the Schools are closed and he/she works a total of three (3) hours, he/she will be paid for a total of eleven (11) hours. After the first five (5) Calamity Days in a school year, employees shall make up any additional Calamity Days as they are rescheduled for all employees by the Superintendent and/or Board at no additional compensation. Bargaining unit members who work less than twelve (12) months will not be required to work on a Calamity Day.
- 9.08 All eight (8) hour employees will be provided a one-half hour paid lunch, however, they must take that lunch period at their respective work locations.
- 9.09 Custodial work schedules during non-student days may be adjusted by the immediate supervisor.
- 9.10 Any employee who works the evening shift is permitted to watch their son/daughter participate in a school sponsored extra-curricular activity in the evening on that work day. The staff member is permitted make up their work time after the event on the same day unless it is a Friday which will be made up on Saturday with no overtime pay.

ARTICLE 10 – WORKING CONDITIONS

- 10.01 **Regulations and Policies** - All Regulations and Policies referring to the Employees established by the Board shall be communicated in writing to all Employees.
- 10.02 **Supplies** - Each Employee shall be provided with the supplies necessary to carry out his/her work assignments.
- 10.03 **Workers' Compensation**
- A. All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the cause of, or arising out of, their employment.
 - B. Any Employee may elect to use his/her accumulated Sick Leave in Conjunction with Medical Benefits under Workers' Compensation but cannot receive both Sick Leave and Wage Reimbursement under Workers' Compensation.

C. Employees receiving Temporary Total Disability Wage Benefits from Workers' Compensation shall have their Insurance Premiums maintained under Article 21 for a period not to exceed six (6) months.

10.04 Calling Substitutes – No Bargaining Unit Member shall be required to obtain their own Substitute in case of absence.

10.05 Replacing Absent Employees – When possible, the work shift of absent Employees will be offered to Bargaining Unit Members within the appropriate classification who work in the absent Employee's Building, or a regular employee may be requested by the Superintendent to change work shifts/building assignments, for no longer than three (3) days. However, when it is in the best interests of the School District's operations, a substitute may be hired.

10.06 Higher Class Pay – Any Bargaining Unit Member assigned by the Administration to assume the work of an absent Employee, at a higher class within the same classification, shall be paid after five (5) consecutive days at his/her experience Step on the higher classification Salary Schedule. Employees in the same classification will receive his/her current rate of pay. If a bargaining unit member is required to cross job classifications which requires a specific license, that bargaining unit member will receive a rate of pay equal to their current classification. If the classification has a higher rate of pay, the employee shall receive the higher rate of pay at his/her current salary step.

10.07 Job Description – When a job description is created or amended a Representative, appointed by OAPSE, of the affected classification will have an opportunity to provide input in the job description process.

All bargaining members with the exception of bus drivers will have a current time put on their job descriptions as of 10-01-07. These times will be the official times used when posting any positions as of 10-01-07. Both parties will agree on the times that each member has given to Central office to document for this contract. All jobs will include a time to begin and end work and a location on the job description. The location of the job will need to be on the official description in case of a need to transfer.

10.08 In-Service – If the District holds an In-Service on a day that requires the Bargaining Unit Member to work beyond their number of Contract workdays, then the Employee will be paid for those hours in attendance at his/her regular hourly rate of pay.

10.09 Summer Work - Recognizing that it may be necessary on an "as needed basis" to employ additional personnel for summer work, such additional personnel shall first be employees who are represented by the bargaining unit. Summer work shall be offered on a seniority classification rotation basis.

10.10 Waiver Days - Waiver days that occur during a school year will be considered work days.

ARTICLE 11 – VACATION SCHEDULE

11.01 Eligibility

- A. Eleven (11) and Twelve (12) Month Bargaining Unit Employees with one (1) or more years of continuous service with the Claymont City Schools.
- B. The eligible Member is not entitled to take any Vacation until he/she has worked for a period of twelve (12) months for the Claymont City Schools.

11.02 Vacation Schedule

A. Entitlement:

Zero to one (1) Year..... No Vacation
One (1) Year to Seven (7) Years..... Two (2) Weeks (10 Days)
Eight (8) Years to Eleven (11) Years..... Three (3) Weeks (15 Days)
Twelve (12) Years and Beyond Four (4) Weeks (20) Days

- B. Vacation is generally to be taken during the period of one (1) week following the close of School and one (1) week prior to the opening of school. With the approval of the Superintendent, vacations of up to one (1) week may be granted during the school year. Should a Bargaining Unit Member wish to take up to one (1) week of vacation during the school year, he/she shall apply using whatever software program is utilized by the District at the time of the leave request at least three (3) weeks prior to the actual beginning date of such leave.

11.03 General Vacation Policies

- A. With the exception of Bargaining Unit Member's request for one (1) week of vacation during the School year, Bargaining Unit Members shall arrange their vacation schedules through the immediate Supervisor by May 15.
- B. Any Employee who may be hospitalized, becomes ill, or may have a death in the family while on vacation, may request Sick Leave time in place of vacation time.
- C. If an Employee takes a vacation during a period when a holiday occurs, that holiday is not chargeable against the Employee's earned vacation days. Five (5) workdays constitutes one (1) week's vacation.
- D. In an Office, Building, or Department where more than one (1) Employee is working, the Employee with the most seniority in that Office, Building, or Department shall have first choice for vacation scheduling. No more than one (1) Bargaining Unit Member may be approved one (1) week of vacation leave during any one (1) week in the school year.

ARTICLE 12 – PAID HOLIDAYS

12.01 All Bargaining Unit Members are entitled to the following holidays for which they shall be paid their regular salary or their regular rate of pay, provided he/she accrued earnings on the scheduled workdays immediately preceding and immediately following such holiday or was excused by the Superintendent or designee from attendance at work on either of both of those days, in accordance with Article 11 – Vacation Schedule, Article 15 – Sick Leave, and/or Article 17 – Personal Leave:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day (11 and 12 month employees only)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve (11 and 12 month employees only)
- Christmas Day

ARTICLE 13 – SENIORITY PROVISIONS

13.01 System seniority shall be defined as the continuous length of service with the Board as computed for the Employee's most recent date of hire.

13.02 Classification seniority shall be defined as the continuous length of service in a particular classification as computed from the Employee's most recent date of entry into the job classification.

13.03 Date of hire or entry shall be defined as the date the Employee actually started to work as a regular Employee of the Board or in the classification. Ties in seniority shall be broken as follows:

- A. Date of Board action to hire or change Employees classification.
- B. Toss a coin.

Authorized Leaves of Absence shall not constitute interruption of continuous service.

An Employee's death, discharge, resignation, or retirement, shall constitute an interruption of continuous service.

13.04 Only regular Full Time and Regular Short Hour Employees shall accumulate seniority.

13.05 There shall be a Probationary Period of ninety (90) work days to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. During such time a new employee shall have no seniority rights. Employees retained beyond this ninety (90) work day period shall have their system seniority computed as of their beginning Contract date, and their job classification seniority computed as of their latest date of entry into the job classification.

13.06 The Board shall provide a copy of all Seniority Lists which affect members of the Bargaining Unit to the Union President of the Union by October 1 of each year.

ARTICLE 14 – EMPLOYMENT PRACTICES

As the Board determines it necessary to fill any Bargaining Unit vacancies and/or as any new positions are created, the following procedures shall be used:

- 14.01 A. During the School year and the month of August, all Bargaining Unit vacancies which occur shall be posted in the Central Office, all School Buildings, and the Bus Garage for a period of five (5) days. Such notice will set forth the location, classification, and time schedule. Notices will contain a statement indicating that the salary range will be in accordance with the wage schedule for the classification contained in the collective bargaining agreement and a statement indicating that the job description (which contains the qualifications) for the classification is on file in the Central Office and was provided to the Local Union President. During June and July, when School is not in session, Bargaining Unit Members may call or visit the Central Office for information pertaining to vacancies that have been posted. Posting Notices will remain posted for ten (10) working days. If a Bargaining Unit Member is desirous of a more expeditious process of notification, he or she may express an interest, in writing, to the Superintendent, of interest in a specific position(s). If such a vacancy(ies) becomes available, the Bargaining Unit Member will be notified by the School Administration of the opening(s).
- B. A job posting for each vacancy, notice of vacancy, and the effective date of the vacancy shall be sent on the day of posting to the President of Local #390. Within five (5) working days after the vacancy is filled, the date and name of the person filling the vacancy shall be given to the President of Local #390.
- C. The term vacancy is defined as a position opening that exists when a new position is created or when an existing position opens up due to the termination (dismissal, resignation, promotion, etc.) of an employee. A position is not vacant when the employee is on approved leave.

- D. The creation of a new position is defined as a position that does not currently exist within the district and would require adding a new bargaining unit member, unless a current hourly bargaining member applies.
- 14.02
- A. Any Employee interested in the position shall submit, in writing, to the Superintendent or his/her Designee, a request for the vacancy or newly created position within five (5) days of the original posting date.
 - B. Positions will be open to Employees from within the same classification in which the vacancy occurs according to seniority. The Individual with the greatest seniority will be granted the vacancy.
 - C. Positions not filled within the classification will be open to Employees from other classifications according to seniority and the Applicant's qualifications as determined by the job description. Past service and performance as an Employee, and training shall be considered as some of the factors in determining the individual's qualifications for the job. Should there be more than one (1) individual interested in the vacancy and the Superintendent determines that all qualifications are equal, the Individual with the most system seniority (see Section 13.01) shall be awarded the job. Bargaining Unit members will be given first consideration for openings in the District, including job position interviews with all Bargaining Unit Member Applicants. However, nothing within this Article shall preclude the Board from hiring outside of the Bargaining Unit and/or School System if no Bargaining Unit Applicant is qualified.
 - D. Any Employee appointed to fill a vacancy (including transfers) shall serve a Probationary Period not to exceed fifteen (15) working days. If, as determined by the Immediate Supervisor and/or the Building Principal, the Employee's performance is not satisfactory, or not to the Employee's liking, he/she shall be reassigned to his/her former position at the salary rate earned prior to his/her appointment to the vacancy and still maintain his/her previously accrued classification seniority.
 - E. A transfer of an employee can be done when there is no longer a need for that position in that current building and the position has been moved to a different building. When a transfer does need to take place the highest seniority person within that classification in that building will be asked if they are interested in transferring first. If the highest senior person declines to move, the next most senior employee will be asked if they wish to transfer. The same process will be followed until the least senior employee within that classification in the building will be required to transfer. If this transfer takes place after school has started the above process will be followed. If the transfer occurs during the summer months and no one from that building is willing to transfer the position will be posted. However, the least senior employee from that building will be placed somewhere in the district.

14.03 The above Employment Practice Procedure will be followed until all positions resulting from the initial vacancy are filled.

ARTICLE 15 – SICK LEAVE

15.01 Each Employee may, at his discretion, use Sick Leave for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other Employees or Children, Dental, Doctor and X-Ray appointments, and absence due to illness or death in the immediate family. Sick Leave shall be applied for using whatever software program is utilized by the District at the time of the leave request.

15.02 Each Employee shall be entitled to accumulate Sick Leave Credit at the rate of one and one-fourth (1 ¼) days per month, to a maximum of fifteen (15) days per year and may be accumulated to a maximum of two hundred fifty-five (255) days effective 2006-2007 and two hundred sixty (260) days effective 2007-2008.

15.03 Each newly hired Employee, or Employee who has exhausted his/her accumulated Sick Leave, shall be entitled to an advancement of five (5) days of Sick Leave only at the beginning of the school year to be charged against Sick Leave he/she subsequently earned.

15.04 Any Employee employed by the Board, from another public agency shall be credited with the unused balance of his/her accumulated Sick Leave upon verification of such accumulation from the proper public agency pursuant to Section 3319.41 of the Ohio Revised Code.

15.05 **Immediate Family** – Shall be defined as father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, or any member of the family or household who has clearly stood in the same relationship with the Employee as any of these and also grandchildren (an emergency situation as determined by Superintendent of Schools).

15.06 A maximum of five (5) days absence with pay shall be allowed an Employee for the funeral of any immediate family.

15.07 One (1) day of absence with pay shall be allowed an Employee for the funeral of a sister-in-law, brother-in-law, grandparents, aunts, and uncles.

15.08 An Employee may be granted one (1) additional day by the Superintendent for extenuating circumstances.

15.09 **Perfect Attendance Incentive**

Any employee who works on all days which he/she is scheduled to work, in any contracted year (July 1 through June 30), shall receive a payment of four hundred dollars

(\$400.00). Payment shall be made no later than the second pay period of the next contracted year, or added to severance pay, if the employee retires.

Professional leave, vacation days, jury duty, and absence for funeral(s) in the immediate family (as defined in 15.05) shall not count as days absent.

15.10 Donation of Sick Leave

- A. If a member of the bargaining unit is absent due to a catastrophic or long-term illness or accident of the employee, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another member of the bargaining unit may donate the closest number of hours equaling the sum total of monies earned by the absent employee up to five (5) days of the absent employee's wages. Donations will occur within the same classification first, the number of hours second, and then any bargaining unit member.
- B. No member of the bargaining unit may receive more than an aggregate of forty (40) donated sick leave days in any one school year. (July 1 - June 30)
- C. Donation of sick days shall be initiated by a bargaining unit member on a form furnished by the Treasurer. The donating employee shall apply to donate sick leave no later than the last day of the pay period prior to the pay period in which the donated time is to be credited to the recipient.
- D. Donated sick leave shall be added to the accumulated sick leave of the absent bargaining unit member and deducted from the donating bargaining unit member.

ARTICLE 16 – LEAVE OF ABSENCE

- 16.01 Employees shall, upon written request, be granted unpaid Leave of Absence for a maximum of two (2) years for illness or disability.
- 16.02 Leave of Absence for reasons other than those provided for elsewhere in the Agreement may be authorized by the Board of Education upon recommendation of the Superintendent of Schools.
- 16.03 Employees on authorized Leave of Absence shall be considered as maintaining the characteristic of continuity of service.
- 16.04 Application for a Leave of Absence shall be made at the Employee's discretion. The application shall be made in writing to the Superintendent.
- 16.05 Employees on Leave of Absence shall have the option to pay for Board paid insurances while on Leave. The Employee shall forward to the Treasurer a check in the amount of the Premium one (1) month prior to the payment date.

16.06 Application for Reinstatement – In all cases of Leaves of Absence, the Employee shall give notice of his/her intent to return to their former position at least thirty (30) calendar days prior to the expiration of the Leave. Upon expiration of the Leave, such Employee shall be assigned to his/her former position. If said position does not exist, Employee shall have displacement rights under Article 8 – Reduction in Force.

16.07 Child Care Leave

The Board agrees to provide bargaining unit members, upon written request, a child care leave of absence, without pay, as set forth below:

- A. Employees may apply for, and shall be granted, Child Care Leave for a period of not less than thirty (30) days nor more than one calendar year. If additional leave is requested, the total amount of leave granted under this provision shall not exceed two years.
- B. Unless an emergency exists, employees must apply for Child Care leave at least thirty (30) days prior to its anticipated use. The application must be in writing and specify the length of the requested leave.
- C. Child Care leave is intended for use in caring for children under the age of six (6) years of age, whether the child is the employee's natural or adopted child.
- D. Employees must provide the employer with at least two (2) weeks notice of their intent to return to work from Child Care Leave. This notice of intent to return shall be in writing. The employee shall be reinstated to work not later than thirty (30) days of the date he/she provides this notice to return.
- E. Employees who opt to utilize child care leave shall be eligible to continue in the employer's insurance program(s), with the Board maintaining its share of the cost of premiums for such coverage for a period of one year.

16.08 Sick Leave Due to Pregnancy

- A. Bargaining Unit Members must notify the Superintendent's Office in writing, upon determining she is pregnant. The notification must be accompanied by a statement from her Physician which is to include:
 - 1. The Physician's estimate of the delivery date.
 - 2. The Physician's evaluation of her physical ability to continue performing the full duties and responsibilities of her position.

- B. Bargaining Unit Members will continue to work their given assignment until such time as a written statement is provided by a Physician indicating that they are no longer capable of performing their assigned responsibilities.
- C. No more than a total of six (6) weeks [thirty (30) Sick Leave Days] may be used for the purposes of Sick Leave due to pregnancy unless the Bargaining Unit Member can provide bona fide evidence from at least two (2) Physicians that she is, in fact, ill. Should a third Physician's opinion be required, the Physician shall be designated and paid for by the Board. The Physician's statements must include the actual nature and medical reason(s) for any such extension of Sick Leave usage.
- D. Upon returning to work, a statement from her Physician attesting to her ability to resume the full performance of the duties and responsibilities of her job must be submitted to the Superintendent in writing.

16.09 Military Service – Employees returning from Military Service shall be reinstated to their position in accordance with O.R.C. Sections 3319.085, 5903.2 and Chapter 43, Section 2021, within (30) days following their request for reemployment. For the purpose of determining salaries, time served in Military Service shall be considered as uninterrupted service.

16.10 Jury Duty – The Board will pay the employee's contracted daily wage with the Jury Duty paycheck to be endorsed and turned over to the Treasurer within three (3) days of receipt.

16.11 F.M.L.A. – It is not the intent of the Parties to deny any Member of the Bargaining Unit any benefit granted by the Family and medical leave Act of 1993, provided such benefit is not in addition to benefits currently provided.

16.12 UNPAID LEAVE OF ABSENCE

- A. Unpaid leaves of absence are subject to the discretion of the Superintendent and are unauthorized unless approved by the Superintendent.
- B. While a bargaining unit member is on an approved unpaid leave of absence, including "dock days", he/she will relinquish his/her per diem rate of compensation for each work day of absence.
- C. Unauthorized unpaid leaves of absence will subject the bargaining unit member to disciplinary consequences.

ARTICLE 17 – PERSONAL LEAVE

- 17.01 Any Bargaining Unit Member of the Claymont City School District may be granted a maximum of three (3) unrestricted days Personal Leave per school year. Such Personal Leave is not cumulative:
- 17.02 Notice of Personal Leave shall be given not less than two (2) days prior to the anticipated leave, when possible. Personal Leave shall be applied for using whatever software program is utilized by the District at the time of the leave request.
- 17.03 Personal Leave shall not be used on the day before or after any Holiday or Vacation unless an emergency exists. In case of an emergency or familial extenuating circumstances beyond the control of the employee, the Superintendent's approval will not be arbitrarily, unreasonably, or capriciously withheld.
- 17.04 Any unused Personal Leave at the end of the fiscal year shall be rolled over into sick leave.
- 17.05 No more than twenty percent (20%) of the Bargaining Unit Members in any one (1) Building or classification may use Personal Leave on the same day, unless an emergency exists and is approved by the Superintendent.

ARTICLE 18 – SEVERANCE PAY

- 18.01 Severance Pay shall be awarded to Employees when they go on Regular Service Retirement according to provisions of O.R.C. Section 124.39.
- 18.02 To be eligible for Severance Pay, the Employee must have a minimum of ten (10) years experience or years of service. The service must be with the State of Ohio, any of its political subdivisions, or served in the United States Armed Forces. Only a maximum of two (2) years of Military Service will count for years of service.
- 18.03 The maximum number of days allowable by the Board shall be twenty-five percent (25%) of the unused accumulated Sick Leave, not to exceed a total of fifty (50) days.
- 18.04 Severance Pay is to be computed in the following manner:

Days allowable X the Employee's current hourly rate of pay X the employee's regular scheduled hours per day = Severance Pay.
- 18.05 No Retirement deduction will be taken from the Severance Pay, but Income Tax deductions will be made.
- 18.06 Severance pay will be awarded within two (2) weeks after the legal date of retirement is confirmed by the School Employees Retirement System.

- 18.07** To legalize the transaction and to verify the payment of Severance Pay, the employee shall provide documentation from the retirement system that retirement income has been received, e.g. paystub, direct deposit notice.
- 18.08** Provisions of this Policy not permitted by law shall be considered null and void.
- 18.09** The Employee must apply for Severance pay within a year after terminating employment with the Claymont City Board of Education in order to be eligible for Severance Pay from the School District.
- 18.10** Such payment shall exhaust all accumulated Sick Leave Credit and be made only once to any Bargaining Unit Member.
- 18.11** Classified Employees who resign from the School District and do not retire from S.E.R.S. can be eligible for three (3) days Severance pay under the following Conditions:
- A. They have been an Employee of the District for a minimum of ten (10) years.
 - B. During the total time of their employment, they have not been absent from work for any reason for more than a total of five (5) days.
 - C. They do not seek reemployment in the School District for at least five (5) years.
 - D. Should any Employee receiving such Severance take a position with an agency covered by an Ohio Public Retirement System, they may transfer any accrued and unused Sick leave to the agency, minus the three (3) days which the Board paid such Employee at the time of resignation.
- 18.12** Should any Employee (who is eligible for Retirement) die before having the opportunity to participate in this benefit, then upon written request, payment will be made to the Estate of the Decedent within sixty (60) days of the certification of said Employee's death. To be eligible for this additional benefit, the Employee must have been an Employee in the School District for ten (10) or more years.
- 18.13** Bargaining unit employees who retire from the School District on regular service retirement as defined in this Article 18 – Severance Pay shall receive an additional ten (10) days of severance pay to be computed in the following manner:
- Ten (10) days x the employee's current hourly rate of pay x the employee's regular scheduled hours per day = severance pay.
- The ten (10) days pay shall be issued within thirty (30) days after the employee's retirement date in accordance with Article 18.07.

Employees who have retired since July 1, 2012 and did not receive ten (10) days of pay shall receive ten (10) days of pay thirty (30) days after the ratification of this Agreement.

The pending overtime grievance filed on January 15, 2014 shall be withdrawn and dismissed with prejudice.

ARTICLE 19 – GENERAL PROVISIONS

19.01 Cafeteria Staff

- A. When various groups use school kitchens for cooking purposes, a cook, who is a member of the bargaining unit, must be offered the opportunity to perform the work on a rotating basis.
- B. Cooks shall be paid their regular hourly rate when employed for the above purpose and shall qualify for Overtime if time exceeds the forty (40) hour week.
- C. **Pay For Cooks While Working As Head Cook**

A Cafeteria Employee that assumes the job of Head Cook during the Head Cook's absence will be paid from the first day of absence at the Cafeteria Employee's Class I hourly rate per day for the number of hours that the Head Cook is required to work. There must be one (1) Employee that assumes the responsibilities of the Head Cook. If no Employee chooses to assume these responsibilities, the Building Principal can assign the job to any qualified Cafeteria Employee.

19.02 Custodial Staff

- A. There shall be one (1) or more Custodians on duty whenever the Building is used by the Public or an outside group. The number of custodians to be on duty shall be determined by the Administration. Custodians who are a member of the bargaining unit will be offered the opportunity to perform the work on a rotating basis.

19.03 Professional Growth

The Board will reimburse an Employee for Tuition or Fees to attend a Workshop or Institution that offers a course directly related to the Employee's job responsibilities. Maximum allowance: Sixty percent (60%) Tuition Fee.

- A. The Board will not pay Tuition for an Employee to attend a University or similar Institution for courses which are part of a program leading to a degree.

- B. The Board reserves the right to request an Employee to attend a Workshop for the improvement of skills or become acquainted with new procedures with the Board assuming total cost.
- C. Request to attend Class or Workshop will be submitted to the Superintendent for approval prior to enrollment.

19.04 **Mileage** – Any Employee required to use their personal vehicle for School business, with approval of their Supervisor, shall be reimbursed the current I.R.S. rate per mile. Any change in this rate, made during the length of this Agreement, shall apply.

ARTICLE 20 – BUS DRIVERS

20.01 **Buses** –All extra-curricular trips will be first offered to bus drivers who are members of the bargaining unit in accordance with section 20.02 except trips consisting of six (6) participants or less (including all chaperones, coaches, sponsors, etc.).

20.02 **Extra-Curricular And Field Trip**

- A. Extra-Curricular/Field Trips will be offered to regular Drivers on the basis of a bidding system according to service seniority. Prior to the beginning of each school year, the Administration will post a Seniority Bidding List from which regular Bus Drivers will be offered Extra-Curricular/Field Trips as they become available. There shall be a list of day trips (trips scheduled to go out during scheduled school days and scheduled school hours) and a separate list for all other trips. Each list will have its own rotation procedure and will not affect the other list. Drivers can sign either or both lists. Should a Bus driver refuse a trip or accept a trip and then not actually drive it, his/her name will be placed at the bottom of the list. After a Bus Driver accepts and drives an Extra-Curricular/Field Trip, the next senior Bus Driver will be offered the next unassigned available trip.
- B. If all regular Bus Drivers refuse an Extra-Curricular/Field Trip, Substitute Drivers shall be hired.
- C. **Payment** – Extra-Curricular/Field Trips shall be paid at:

Effective with the ratification of this agreement, all Extra-Curricular/Field Trips will be paid \$11.00 per hour.
- D. All Drivers are required to keep a Time Sheet when making Extra-Curricular/Field Trips. The Driver's Time Sheet is to be signed by the Coach or School Sponsor and then given to the Transportation Supervisor who approves the Time Sheet for payment.

- E. All Drivers are required to follow the same route when more than one (1) bus goes to the same activity.
- F. All Drivers shall be paid a minimum of two (2) hours driving time on trips outside the school district.
- G. When trips require the purchase of a meal, the meal will be purchased for the Driver or he will be reimbursed for the meal.
- H. Where trips require lodging overnight, lodging will be provided with the group. If the Driver desires private lodging, he will pay for this on his own.
- I. For overnight trips, in addition to the regular amount paid for the trip, the driver shall be paid a minimum of Fifty (\$50.00). Driver will not be paid between the time students are delivered to the motel and picked up the following day.

20.03 Minimum Hours – All Drivers having a route that consists of an am and a pm run shall be paid a minimum of three and one-half (3 ½) hours per day, including cleaning and care of bus. All drivers having a route consisting of an am or a pm run (shuttles) shall be paid a minimum of one (1) hour per day, including the cleaning and care of the bus. Additional time shall be added when route runs over their regular scheduled route time.

The Board will not split any routes consisting of an am and a pm run that existed as of June 30, 2006.

When the transportation department changes a bus route or bus routes and the changes result in a reduction of fifteen minutes or more, the driver of the reduced route shall have the right to “bump” to another route with more time than that of his/her present route and to “bump” the driver when that driver has a lower position on the seniority roster. The “bumped” driver then has the right to bump a route of a less senior driver. This procedure will follow as long as a bumped driver has more seniority than another driver.

When the transportation department changes a bus route or bus routes and the changes result in an increase of fifteen (15) minutes or more, the route(s) shall be posted and bid according to seniority.

20.04 On days, other than scheduled Claymont school days, when Buckeye and/or private schools are open, bus drivers will be paid their actual driving time plus pre-trip and post-trip times.

When school is delayed, the start time for bus drivers shall also be delayed. There shall be no reduction in pay in the second position for drivers who work in another classification.

- 20.05 Breakdown Time** – Should there be a bus breakdown before, during, and/or returning on a regular run, the Driver shall be paid his/her regular rate of pay for any time spent waiting for service.
- 20.06 Driver Abstracts** – The Board shall pay the Two Dollar (\$2.00) fee required by the State for abstracts to all regularly employed Bargaining Unit Members who drive bus for the school district. The Board shall pay this amount directly to the Drivers, without any deductions, upon the filing of the Board's Reimbursement Form.
- 20.07 C.D.L. Reimbursement** - The Board will reimburse regularly employed Bargaining Unit Members who drive bus for the school district for renewal of their C.D.L. License, Bus Driver physicals performed by a Board-approved physician, criminal I.D. check (fingerprinting) if and when needed after initial employment, and the direct cost of administering a Drug Test if and when mandated by State or Federal Law.
- 20.08 Scheduling of Extra Trips –**

- A. Non-athletic Trips will be scheduled when they become known to the Transportation Supervisor (e.g. Field Trip).
- B. All Athletic Trips will be scheduled on Monday for the following seven (7) days. A list of all athletic trips shall be given to each individual driver on Friday morning for the following week. There shall be a drivers meeting on each Monday at 1:45 p.m. for drivers to choose trips by seniority from the list provided on Friday. At the Monday meeting, the next senior driver on the rotation list shall be awarded his/her first choice of a trip from Friday's list. The trips will continue to be chosen by drivers in rotation, based on seniority. The trips shall continue to be offered in rotation, until the list is depleted. Only one trip may be chosen by a driver during each rotation of the trip list.
- Drivers who cannot attend the meeting on Monday may give the Supervisor a list, in writing, of trips he/she would be available to take from the list provided on Friday. If the drivers name comes up in the rotation, for trips he/she selected, the trip(s) will be assigned to the driver. Drivers who do not attend the meeting and do not submit a written list of trips will not be eligible for trips during that week. Trips not chosen by drivers may be offered to substitutes.

Situations:

- A. If, once assigned, a trip is canceled, the Driver will be offered the next unassigned available trip.
- B. If a Driver is scheduled for a trip has to cancel out once the trips have been assigned, the Individual in charge of scheduling will call the next Driver on the list who has not been scheduled to replace that Driver (Example – If three (3) Drivers have been scheduled for one (1) trip and two (2) more are scheduled for another trip the schedule is set. If Driver Number three (3) has to cancel out after the trip is scheduled, the Individual in charge of scheduling will get the next

Driver who has not been scheduled to fill in for Number Three (3). In this case it would be the sixth (6th) Driver on the List.)

- 20.09 Regular Bus Drivers** – The hours per day shall be calculated during September and be times from storage to storage. An additional fifteen (15) minutes each time the bus leaves storage shall be added for the performance of pre-trip inspections and one-half (1/2) hour per day shall be added as clean up time.
- 20.10 Recertification** - Drivers will be compensated fifty dollars (\$50.00) for classes/training concerning recertification.

ARTICLE 21 – FRINGE BENEFITS

- 21.01 Hospitalization** – Employees shall pay \$75.00 per month for family coverage and \$37.50 per month for single coverage. The Board shall pay the balance of the cost of Medical Insurance for a Comprehensive Major Medical Program for Family and Single coverage for each Bargaining Unit member currently employed. Effective January 1, 1998, the Board shall pay the following percentage of its share of the cost of Medical Insurance for all employees hired after December 31, 1997.

Bus Drivers (excluding single route or shuttle drivers) – one hundred percent (100%) of the Board's share
0 – 14 regular scheduled hours – not eligible
15 – 24 regular scheduled hours – fifty percent (50%) of the Board's share
25 – 40 regular scheduled hours – one hundred percent (100%) of the Board's share

The employees' first payment of their share of the medical insurance premium will begin on October 1, 2012.

Employees will not be required to make a premium contribution for any month in which the Board does not pay the C.O.G.

- 21.02** The terms and conditions of the policy coverage shall provide Employees coverage which is no less than that provided to other Employees of the District. These coverages shall include at a minimum:

Overall Lifetime Maximum Benefit.....	Unlimited
Outpatient Psychiatric Treatment	
Calendar Year Maximum.....	\$1,000 per person
Outpatient Substance Abuse Treatment	
Calendar Year Maximum.....	\$1,000 per person
Deductible Amount:	
Individual.....	\$100
Family.....	\$200
Co-Payment (after Deductible is satisfied)80/20

Max Out-of-Pocket	
Individual.....	\$500
Family.....	\$1,000

The Board also agrees to make optional coverage available to Employees which would provide coverage through a H.M.O., P.P.O., etc.

21.03 Life Insurance – The Board shall provide Life Insurance with Accidental Death and Dismemberment Insurance in the amount of Thirty Thousand Dollars (\$30,000) for all Bargaining Unit members who apply for, make proper application, and are eligible for coverage under the Insurance Carrier’s eligibility requirements. An additional amount, taken in Five Thousand Dollar (\$5,000) increments, up to the amount provided by the Board, of Term Life Insurance may be purchased by Employees according to the Carrier’s terms of eligibility and underwriting requirements. The cost of the additional Term Life Insurance shall be deducted from the Employee’s paycheck through payroll deduction procedures.

21.04 Dental Care – The Board shall pay one hundred percent (100%) of the Dental Insurance Premium for each Bargaining Unit Member who applies for, makes proper application, and is eligible for coverage under the Insurance Carrier’s eligibility terms.

21.05 In the event of any change in Insurance Carriers, Insurance coverage shall remain equal to, or better than, the coverage in effect July 1, 1997.

21.06 Vision Care – The Board shall pay one hundred percent (100%) of the Vision Insurance Premium of each Bargaining Unit Member who applies for, makes proper application, and is eligible for coverage under the Insurance Carrier’s eligibility terms.

21.07 Cash Options in Lieu of Benefits

- A. Any full-time employee currently enrolled and eligible for health insurance paid for by the Board of Education who elects not to enroll and/or participate in the benefits package listed above will be paid a cash bonus of seven hundred fifty dollars (\$750.00) per year for a family plan.
- B. Any full-time currently enrolled employee eligible for health insurance paid for by the Board of Education who elects not to enroll and/or participate in the benefits package listed above will be paid a cash bonus of three hundred seventy-five (\$375.00) per year for a single plan.
- C. Each employee electing the cash bonus plan must declare his/her intent not to participate in the insurance plans listed above and remain off the plans for one (1) twelve (12) month period between January 1 and December 31.

- D. The year will be from January 1 to December 31 of each year and the cash payment will be made with the second payroll in January each year for the prior year.
- E. If an employee elects the cash bonus plan one (1) year, he/she may rejoin the group insurance coverage effective January 1 of the following year with a thirty (30) day advance written notice.

Emergency Clause – Any employee electing the bonus plan may forfeit the bonus and be placed on the insurance plan if his/her health insurance coverage status changes during the year. To rejoin the program an employee must notify the Board of Education fifteen (15) days prior to the first day of the month in which the employee wants coverage effective. The Board shall not be responsible for claims on pre-existing conditions for the employee or dependents for the first twelve (12) months following resumption of insurance coverage. A pre-existing condition shall be defined in accordance with the standards and policies of the current insurance carrier.

**ARTICLE 22 – S.E.R.S. PICK-UP UTILIZING THE SALARY
REDUCTION METHOD**

- 22.01** The Claymont City Board of Education agrees with the Claymont Local #390 to S.E.R.S. "pick-up" utilizing the salary reduction method contributions to the School Employees Retirement System paid upon behalf of the Employees in the Bargaining Unit, at no cost to the Board, under the following terms and conditions:
- A. The amount to be "picked-up" on behalf of each Employee shall be equal to the total Employee contribution of the Employee's gross annual compensation. The Employee's annual compensation shall be reduced, at no cost to the Board by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal Tax only.
 - B. The "pick-up" percentage shall apply uniformly to all Members of the Bargaining Unit and shall become effective March 1, 1986, contingent upon receipt of S.E.R.S. approval.
 - C. No Employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Employer "pick-up".
 - D. Payment of all Paid Leaves, Sick Leave, and Personal Leave shall be based on the Employee's daily gross pay prior to the reduction as basis (e.g., gross pay divided by the number of days in an Employee's Contract).
 - E. Each Employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other Tax Deferred Compensation Plans.

- F. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

ARTICLE 23 – TIME SHEETS

- 23.01 Time sheets shall be used when an employee works beyond the scheduled work hours or if the employee is compensated with federal grant dollars and a time sheet is required by federal statutes. The time sheet must be submitted to the individual's immediate supervisor each Monday morning after a payday. Twelve (12) Month Employees shall be paid based on the actual hours worked during the pay period. All adjustments for Overtime, Holidays, Sick Leave, call-in pay, etc. shall be included on the next paycheck after the time is worked provided that time sheets are submitted to the individual's immediate supervisor the Monday morning after a payday.

ARTICLE 24 – UNION AND BARGAINING UNIT MEMBERS RESPONSIBILITIES

- 24.01 The Union and its Bargaining Unit Members agree that all Union related business (including, but not limited to, discussions related to negotiations, preparations for negotiations, Membership Drives, Grievance administration, etc.) shall only be conducted during Bargaining Unit Member's non-working hours.

ARTICLE 25 – DISCIPLINE

- 25.01 Employees who have completed their initial Probationary period may not be removed except for just cause. Removal and discipline shall be subject to the Grievance Procedure.

The Union recognizes the Administration's right to discipline Employees. Discipline should be to instruct as well as to punish and shall be progressive in nature while taking into account the seriousness of the violation. Disciplinary actions shall consist of the following steps:

1. Verbal Warning.
2. Written Warning with a copy placed in Employee's File.
3. Suspension without pay up to three (3) days.
4. Further Suspension, Discharge or Dismissal.

The Board shall have the right to impose more severe discipline than called for in the progressive Steps above in cases of misconduct so serious that it warrants such action.

Bargaining Unit Members who are suspended or who are terminated as a result of the Board's Disciplinary Procedure, shall have the right to grieve such action beginning at Level 4 of the Grievance procedure. A written reprimand to be placed in the Personnel File shall be so noted on the written reprimand.

25.02 The Employee will be notified of possible disciplinary action within ten (10) working days of incident which precipitated the proposed discipline.

25.03 Letters of reprimand or suspension shall be expunged from the Employee's file, at the Employee's request, following a twenty-four (24) month period of time provided no penalty greater than a written reprimand has occurred in the twenty-four (24) month period.

25.04 Employees are entitled to union representation at any Disciplinary Hearing. No Employee will be disciplined without a Hearing by the Superintendent, unless the Employee specifically waives the hearing in writing. Notice of the hearing will be given to the local Union President and the Employee at least three (3) working days prior to the day of the scheduled Hearing. Such notice shall contain a reference to the rule or rules violated by the Employee for which such discipline is imposed, as well as listing the time and place such event took place, as well as any witness to such event.

ARTICLE 26 – SALARY

The Base Wages shall be increased as follows:

Effective July 1, 2014	3%
Effective July 1, 2015	2.75%
Effective July 1, 2016	2.5%

All bargaining unit members shall have their net pay directly deposited in the financial institution of the bargaining unit member's choice. All bargaining unit members will receive an electronic receipt

SALARY SCHEDULES

CLAYMONT CITY SCHOOLS

SALARY SCHEDULE FOR ATTENDANCE OFFICER

YEARS OF EXPERIENCE

Effective	0	1	2	3	4	5
7/1/14	\$16.79	\$17.10	\$17.43	\$17.82	\$18.08	\$18.41
7/1/15	\$17.25	\$17.57	\$17.91	\$18.31	\$18.57	\$18.91
7/1/16	\$17.68	\$18.01	\$18.35	\$18.77	\$19.04	\$19.39

NOTES:

1. Furnishes own automobile.
2. Employed eight (8) hours per day for one hundred eighty-one (181) days.

SALARY SCHEDULES FOR BUS DRIVERS

YEARS OF EXPERIENCE

Effective	0	1	2	3
7/1/14	\$14.83	\$15.37	\$15.93	\$16.38
7/1/15	\$15.24	\$15.79	\$16.37	\$16.83
7/1/16	\$15.62	\$16.18	\$16.78	\$17.25

- NOTES:** 1. Based on three and one-half (3 ½) hours X one hundred eighty one (181) days. Additional hours are added when route runs over three and one-half (3 ½) hours per day.

SALARY SCHEDULES FOR BUS MECHANIC

YEARS OF EXPERIENCE

Effective	0	1	2	3	4	5
7/1/14	\$19.64	\$20.01	\$20.41	\$20.75	\$21.16	\$21.55
7/1/15	\$20.18	\$20.56	\$20.98	\$21.33	\$21.74	\$22.14
7/1/16	\$20.69	\$21.08	\$21.50	\$21.86	\$22.28	\$22.69

- NOTES:**
1. Furnishes most of his/her own tools.

SALARY SCHEDULE FOR CAFETERIA

YEARS OF EXPERIENCE

Effective July 1, 2014

CLASS	0	1	2	3	4	5
I	\$12.80	\$12.96	\$13.15	\$13.30	\$13.51	\$13.64
IIA	\$12.73	\$12.84	\$12.95	\$13.06	\$13.20	\$13.32
B	\$12.58	\$12.62	\$12.68	\$12.73	\$12.80	\$12.83

Effective July 1, 2015

CLASS	0	1	2	3	4	5
I	\$13.15	\$13.31	\$13.51	\$13.66	\$13.89	\$14.01
IIA	\$13.08	\$13.20	\$13.30	\$13.42	\$13.57	\$13.68
B	\$12.92	\$12.96	\$13.03	\$13.08	\$13.15	\$13.19

Effective July 1, 2016

CLASS	0	1	2	3	4	5
I	\$13.48	\$13.65	\$13.85	\$14.00	\$14.23	\$14.36
IIA	\$13.41	\$13.53	\$13.64	\$13.76	\$13.91	\$14.03
B	\$13.25	\$13.29	\$13.35	\$13.41	\$13.48	\$13.52

- NOTES:**
- I. HEAD COOK**
Hours and days assigned. Elementary have extra hour for Breakfast Program. Current Work days 183 days plus holidays.
 - IIA. ASSISTANT COOK**
Employed six (6) hours per day. Current work days 183 days plus holidays.
 - B. PART TIME COOKS**
Employed three (3) hours per day. Current work days 183 days plus holidays

SALARY SCHEDULE FOR CUSTODIANS

YEARS OF EXPERIENCE

Effective July 1, 2014

CLASS	0	1	2	3	4	5	6
IA	\$13.87	\$14.05	\$14.20	\$14.37	\$14.53	\$14.72	\$14.88
C	\$14.02	\$14.14	\$14.34	\$14.49	\$14.68	\$14.83	\$15.04
II	\$14.57	\$14.75	\$14.92	\$15.09	\$15.24	\$15.44	\$15.56

Effective July 1, 2015

CLASS	0	1	2	3	4	5	6
IA	\$14.26	\$14.44	\$14.59	\$14.76	\$14.93	\$15.12	\$15.29
C	\$14.40	\$14.53	\$14.73	\$14.89	\$15.08	\$15.24	\$15.45
II	\$14.98	\$15.16	\$15.34	\$15.50	\$15.68	\$15.86	\$15.99

Effective July 1, 2016

CLASS	0	1	2	3	4	5	6
IA	\$14.61	\$14.80	\$14.96	\$15.13	\$15.31	\$15.50	\$15.68
C	\$14.76	\$14.89	\$15.10	\$15.26	\$15.46	\$15.62	\$15.84
II	\$15.35	\$15.53	\$15.72	\$15.89	\$16.05	\$16.26	\$16.39

- NOTES:**
- IA. REGULAR FULL TIME CUSTODIAN**
Anyone that starts before 12:00 Noon is on a regular shift.
 - C. NIGHT CUSTODIAN**
 - II. HEAD CUSTODIAN OVER ONE (1) OR MORE CUSTODIANS**
This includes Custodians at High School, Junior High, Eastport, Trenton, and the Stadium Keeper that is assigned the High School and Junior High Stadiums.

SALARY SCHEDULES FOR EDUCATIONAL AIDES

YEARS OF EXPERIENCE

Effective	0	1	2	3	4	5
7/1/14	\$12.44	\$12.55	\$12.67	\$12.80	\$12.89	\$13.03
7/1/15	\$12.78	\$12.89	\$13.02	\$13.15	\$13.24	\$13.39
7/1/16	\$13.10	\$13.21	\$13.34	\$13.48	\$13.57	\$13.72

**SALARY SCHEDULES FOR LIBRARY AIDES AND
COMPUTER INTERVENTION SPECIALIST**

YEARS OF EXPERIENCE

Effective	0	1	2	3	4	5
7/1/14	\$12.70	\$12.83	\$12.96	\$13.06	\$13.17	\$13.32
7/1/15	\$13.05	\$13.19	\$13.31	\$13.42	\$13.54	\$13.68
7/1/16	\$13.38	\$13.52	\$13.65	\$13.76	\$13.87	\$14.03

SALARY SCHEDULE FOR SECRETARIES

YEARS OF EXPERIENCE

Effective July 1, 2014

CLASS	0	1	2	3	4	5	6	7	8
I	\$12.81	\$12.94	\$13.05	\$13.21	\$13.33	\$13.46	\$13.63	\$13.72	\$13.89
II	\$12.62	\$12.70	\$12.85	\$12.96	\$13.10	\$13.23	\$13.33	\$13.45	\$13.60

Effective July 1, 2015

CLASS	0	1	2	3	4	5	6	7	8
I	\$13.17	\$13.29	\$13.41	\$13.58	\$13.69	\$13.83	\$14.00	\$14.10	\$14.28
II	\$12.96	\$13.05	\$13.21	\$13.31	\$13.46	\$13.59	\$13.69	\$13.82	\$13.97

Effective July 1, 2016

CLASS	0	1	2	3	4	5	6	7	8
I	\$13.49	\$13.62	\$13.74	\$13.92	\$14.04	\$14.18	\$14.35	\$14.45	\$14.63
II	\$13.29	\$13.38	\$13.54	\$13.65	\$13.80	\$13.93	\$14.04	\$14.17	\$14.32

NOTES: I. SECRETARY TO HIGH SCHOOL AND JUNIOR HIGH SCHOOL PRINCIPALS

Employed: Eight (8) hours per day for twelve (12) months.

II. ELEMENTARY SECRETARY, NINE (9) MONTH HIGH SCHOOL SECRETARY

Employed: Eight (8) hours per day for one hundred ninety-five (195) days
High School secretary (180) days.

225 days, 8 hours per day secretary at Class II.

SALARY SCHEDULES FOR MAINTENANCE

YEARS OF EXPERIENCE

Effective	0	1	2	3	4	5	6
7/1/14	\$17.83	\$18.00	\$18.17	\$18.33	\$18.51	\$18.67	\$18.85
7/1/15	\$18.32	\$18.50	\$18.67	\$18.84	\$19.02	\$19.19	\$19.37
7/1/16	\$18.78	\$18.96	\$19.14	\$19.31	\$19.49	\$19.67	\$19.85

SALARY SCHEDULES FOR HVAC

YEARS OF EXPERIENCE

Effective	0	1	2	3	4	5	6
7/1/14	\$18.34	\$18.52	\$18.68	\$18.85	\$19.02	\$19.19	\$19.36
7/1/15	\$18.85	\$19.03	\$19.20	\$19.37	\$19.55	\$19.72	\$19.90
7/1/16	\$19.32	\$19.50	\$19.68	\$19.85	\$20.04	\$20.21	\$20.39

ARTICLE 27 – DURATION

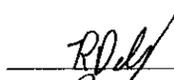
27.01 A. This Agreement shall be in effect following ratification by the Union and approval by the Board from July 1, 2014 through and including June 30, 2017.

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 this 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.

Except as altered, amended, or prohibited by the express terms and/or conditions of this Agreement, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the Schools as prescribed by law. All prior Negotiated Agreements not contained herein shall not be binding upon the Parties to this Agreement.

B. It is further agreed that should any provisions of this Agreement, or the application of any provision, be rendered or declared invalid, unlawful, or not enforceable by any Court action, or by reason of any existing, or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.

FOR THE BOARD:





FOR THE UNION:

