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NEGOTIATED AGREEMENT

between the

SHEFFIELD – SHEFFIELD LAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION

and the

SHEFFIELD – SHEFFIELD LAKE CLASSIFIED EMPLOYEES ASSOCIATION (OEA/NEA) LOCAL

SERB Case No. 2014-MED-02-0099

July 1, 2014 through June 30, 2015

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ARTICLE I. – RECOGNITION

A. Sheffield Lake City Board of Education, hereinafter the "Board," hereby recognizes the Sheffield-Sheffield Lake Classified Employees Association ("SSLCEA")/OEA/NEA Local, hereinafter the "Association," as the sole and exclusive bargaining representative for the purposes of and as defined in Ohio Revised Code Chapter 4117 for all non-teaching employees, non-supervisory personnel, as employed by the Sheffield-Sheffield Lake City Board of Education (as certified by the State Employment Relations Board), whether full or part-time, probationary or non-probationary, on leave, on a per diem, hourly or class rate basis, employed by the Board performing any work currently being performed by bargaining unit members, including by way of illustration only, but not limited to, employees in the following classifications Secretarial, Transportation, Maintenance/Custodial, Food Service, and Paraprofessional/Educational, Paraprofessional/Support. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, outside supervisory agents, and other Supervisory Personnel as defined in Ohio Revised Code Chapter 4117 are excluded from the bargaining unit. Also excluded from the unit are five (5) Board office administrative assistants.

B. Unless otherwise indicated, use of the term "employee/bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

1. Full-time: A bargaining unit member who is employed at least thirty (30) hours per week.

2. Part-time: A bargaining unit member who is employed less than thirty (30) hours per week.

3 Probationary: A newly hired employee placed in a job for a period of seventy-five (75) workdays.

ARTICLE II. – NEGOTIATIONS

A. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party during the month of February, outlining their intent to bargain as defined in O.R.C. Chapter §4117.

B. The Board and the Association may mutually agree to alternative forms of negotiations. Specific rules and procedures for alternative forms of negotiations must be developed and mutually agreed upon.

C. Within ten (10) working days of transmittal of said submission letter, the parties shall schedule their first negotiation session. At any negotiation session, either party may be represented by no more than seven (7) representatives plus any more mutually agreed upon.

D. If after May 15, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for Mediation involvement, the other party shall join in a joint request.

E. The Board agrees that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in O.R.C. §4117.14. For the duration of the Agreement, the Association shall not engage in a strike against the Board. The Board recognizes the right of the bargaining unit to strike after said Agreement expires and under O.R.C. §4117.14 provided that all proper notices have been given under this section.

F. The negotiating team shall be granted release time to attend all mediation sessions if the mediator decides that they must be scheduled during the school day. The cost of this release time shall be borne by the Board.

G. If during the life of the Contract, bargaining is necessary due to impact, severability, or a specified reopener provision in the Contract, said bargaining shall be in keeping with the bargaining procedures set forth above.

ARTICLE III. – EMPLOYEE RIGHTS

A. Individual Rights

1. School employees are entitled to full rights of employment regardless of race, color, religion, sex, national origin, ancestry, age or handicap consistent with the United States Constitution and Ohio law.

2. School employees have the right to join any professional or civil organization of their choice.

3. School employees have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.

4. School employees have the right to join or not to join any association for their economic improvement, but membership in or payment of dues to an organization shall not be required as a condition of employment.

B. Break Time

1. All employees who work six (6) or more continuous hours per day shall be entitled to two (2) paid fifteen (15) minute daily break periods to be scheduled separately or continuously. Any employee who works at least four (4) continuous hours, but no more than six (6) continuous hours, shall be entitled to one (1) fifteen (15) minute paid break period.

2. All eight (8) hour per day employees shall receive one-half (1/2) hour for lunch which shall be included in the eight (8) hour workday.

3. The employee is required to notify the building administrator and/or his supervisor prior to leaving the building.

C. Tools, Supplies and Equipment

Supplying all tools, supplies and equipment necessary in the performance of assigned duties for all non-teaching employees is the responsibility of the Board. Non-teaching employees will not be expected to provide or use their own tools, supplies and equipment in performing their assignment duties. Nothing herein shall preclude the employee from using his/her own tools.

D. Dispensing Medication

No classified employee shall be required to dispense or handle medication during their employment with the Sheffield-Sheffield Lake City School District.

E. Medically Related Procedures

1. Any student(s) who requires a medically related procedure (i.e., tube feeding, colostomy bag, catheterization, etc.) by an employee(s) shall have a plan developed for the training of the employee(s) to perform the procedure.

2. The plan shall indicate where and when the training of the employee(s) shall occur.

3. The employee(s) shall be notified in advanced of the arrival of a new student if the file is available, or as soon as possible if the student comes to the District before his/her file.

4. The plan for training, as well as completion of the training, shall be communicated in writing to the employee(s) who are responsible for performing medically related procedures.

ARTICLE IV. – SENIORITY

A. Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. The seniority list shall be mutually agreed upon. Ties in seniority shall be broken by the following method to determine the most senior employee:

1. The employee with the first day worked as a bargaining unit member; then

2. The employee with the earliest date of employment (date of hire) as a bargaining unit member; then

3. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

B. For purposes of this Agreement, all bargaining unit members shall be placed in one (1) of the following five (5) classifications based on their current assignments:

Maintenance/Custodial

Maintenance
Head Custodian
Custodian
Cleaner
Food Service Custodian *(if additional custodial services are needed during the summer, employees shall be scheduled and compensated at his/her regular rate of pay).*

Transportation

Bus Driver
Van Driver

Secretarial

Secretary
Receptionist

Paraprofessional Educational

Educational Support Paraprofessionals
Library Paraprofessional
Educational Paraprofessional
Pre-School Paraprofessional
In School Assignment Paraprofessional
Pupil Personnel Paraprofessional

Food Services

Head Cook
Cook
Server

Paraprofessional/Support

Breakfast Monitor
Monitor
Crossing Guard
Lunch Monitor
Crossing Guard/Lunch/Monitor

C. The Board shall prepare, maintain and post a seniority list by classification. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within sixty (60) workdays after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

D. Seniority shall be lost by a bargaining unit member upon termination, resignation, or retirement.

E. An employee shall accrue bargaining unit seniority for all time spent on active pay status or while he/she is receiving workmen's compensation benefits. If the employee remains on workmen's compensation for one (1) or more years, he/she shall receive one (1) year's seniority for the purpose of advancing on the wage rate schedule. If laid off, the employee shall accrue seniority in Accordance with Article VI - Reduction in Force.

F. Time spent on unpaid leave shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

G. No employee shall accrue more than one (1) year of seniority in any work year.

ARTICLE V. – ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Buildings by the Association

The Association and its representatives will be afforded the professional courtesy of having access to the use of school buildings, when not in use, without cost for their meetings. "Building request forms" for building use will be submitted to the building principal for approval.

B. Use of Equipment

The Association shall have the right to use any of the school office machines, if not in use. The Association agrees to pay for any damages to said equipment resulting from Association use. The Association shall provide all of its own supplies for use in conjunction with this equipment and provide to the building principal a list of authorized machine operators.

C. Bulletin Board Usage

Bulletin Board space shall be made available in each building for the general use of the Association. Such space shall be located in an area readily accessible to and normally frequented by the bargaining unit members.

D. Use of School Mail

1. The Association shall be authorized to use the staff mailboxes for the dispersal of Association material.

2. The Association shall be authorized to use the Board's intra-district mail service for the distribution of Association material.

3. The Association shall indemnify and hold the Board harmless for any liability it may incur as a result of the implementation of this provision provided that:

   a. The Board shall give a ten (10) day written notice of any claim or action filed against the employer by any party for which indemnification may be claimed;

   b. The Association shall reserve the right to designate counsel to represent and defend the employer;

   c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit

the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

d. The Board acted in good faith compliance with the mail carrier 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 mail carrier provision herein.

E. School Board Agenda

For each Board meeting the Association President shall receive an advance copy of the agenda by email at the same time it is sent to the Board. A representative of the Association shall be permitted to address the Board during the Board meeting prior to the Board's opening discussion to other representatives of the public, not to exceed ten (10) minutes. The Board will email minutes of Board meetings to the Association President after approval of the minutes.

F. Continuing Membership

1. When a bargaining unit member's Association membership continues automatically from year to year, the Treasurer shall honor a single written authorization from that bargaining unit member for payroll deduction of dues, unless and until that authorization is revoked by the bargaining unit member in writing, prior to October 1, of a given membership year. Dues shall be deducted in twenty (20) consecutive equal payments beginning with the second pay period of October.

2. Annually, prior to October 1, the Association shall provide the Treasurer with an alphabetized list of new members by building with signed authorization forms attached. For these new members, payroll deductions for dues in the NEA shall be made from the first two (2) pays of each month.

3. In the event that an employee's employment with the Board is severed, the Treasurer shall deduct the Union dues that are owed and remaining, to the extent possible, from the employee's last paycheck.

G. Labor Management Committee

The Labor Management Committee, consisting of representatives of the Administration and the Association, shall meet if requested by either party, at mutually convenient times to discuss matters of individual or mutual concern, excluding grievances. If a scheduled meeting is postponed, such meeting shall be held within five (5) school days of the original date, except in case of calamity days and/or emergency.

The LMC shall consist of the SSLCEA President or designee and two (2) SSLCEA members, appointed by the SSLCEA President and two (2) administrators, appointed by the Superintendent, and the Superintendent or designee.

The SSLCEA President or designee and the Superintendent or designee shall jointly prepare a tentative agenda for each meeting. These meetings shall not be utilized for purposes of negotiations. Prior to placement on the agenda, an issue affecting one (1) specific building must first be discussed with the building principal in an effort to resolve the issue.

The SSLCEA President and Superintendent shall be permanent members of the LMC. Either party may have individuals in attendance at the meetings as consultants and/or experts for specific topics under discussion. Chairmanship of the meeting shall alternate between the parties.

H. No Reprisals

There will be no reprisals of any kind taken against any employee by reason of his/her membership in the Association or participation in any of its legal activities.

I. Right of Access for Association President or Designee

Duly authorized representatives of the Association and its affiliates may transact Association business on the Board's property any time before, after, or during the regular work day; provided that such business shall not interfere with the assigned duties of the employee. Such representatives shall sign in at the building office.

J. Printing and Providing Copies of the Contract

The Administration will provide a copy of this contract to all bargaining unit members within sixty (60) calendar days after execution of the final contract. The Administration will also furnish the Association with additional copies of the contract for distribution to all new employees during the term of this contract.

K. School Calendar

Each year the Superintendent or his/her designee and the SSLCEA and SSLTA Presidents will meet to develop at least two (2) optional arrangements of School Year Calendars. The School Calendars shall include one hundred eighty (180) days for student instruction and four (4) in-service days for certified employees. N.E.O.E.A. Day will be scheduled as a "No school" day and will not be included in the school calendar. The Associations shall poll the members of the bargaining units and the option with the most votes shall be recommended to the Board by the Superintendent.

L. Use of the Buildings' Public Address System

Representatives of the Association shall have the right to make announcements over the building public address system, outside of student day.

M. Night Employees

Night employees shall be permitted to attend monthly Association meetings without loss of pay (one (1) hour per month maximum).

N. Release Time for Association President

Upon prior notice to the Superintendent and his/her immediate supervisor, the SSLCEA President will be given release time for the purpose of representing employees at a hearing. Such release time shall only be granted for hearings within the workday. Reasonable telephone calls from area representatives and employees about important matters may be taken by the SSLCEA President or designee.

ARTICLE VI. – REDUCTION IN PERSONNEL, LAYOFF AND RECALL

A. Reduction in force shall be defined as the reduction of, elimination of, or the failure to fill a position in the bargaining unit.

B. The number of employees in a job classification may only be reduced because of;

1. Lack of funds;
2. Lack of work;
3. Efficient operation of the District;
4. Decreased enrollment;
5. Suspension of school or territorial changes affecting the School District;
6. Return of employees from leaves of absence.

C. Notification of Anticipated RIF

1. No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless the Association President has been notified of said layoff at least thirty (30) workdays prior to the Board taking action to reduce staff.

2. Notice to the Association President shall include the number of positions affected and the reason for the layoff. The Superintendent and/or designee will meet annually with the SSLCEA President to revise, correct and mutually agree upon a RIF/seniority list. For purposes of this Article, "classification" means one of the groupings of positions contained in Article IV (B), such as Custodial.

3. The Superintendent and the Association shall confer on the reason(s) for the Superintendent making recommendation for the reduction in staff within fifteen (15) workdays of receipt of the notice of the Superintendent's possible recommendation for reduction in staff for Board action.

D. Implementation

1. No bargaining unit member shall be laid off pursuant to a necessary reduction in work force unless said bargaining unit member has been notified in writing of said layoff at least thirty (30) workdays prior to the effective date of the layoff.

2. In the event of a necessary reduction in force, the Board shall first lay off probationary bargaining unit members, then the least senior bargaining unit members in a position affected, based on system-wide seniority.

3. A laid off employee has the right to displace the employee with the next seniority in the following order:

   a. First, within the position from which the employee was laid off, such as custodian.

   b. Second, the next senior employee within the classification and shift from which the employee was laid off, who normally works the same or the next lower number of hours, in descending order as the employee being laid off.

      Any employee who is displaced by a more senior employee has the option of displacing the next senior employee within his/her classification and shift who normally works the same or next lower number of hours in descending hours and so on.

      In the event there are no positions available on the employee's shift, the employee will bump the next senior employee on the next shift.

4. Employees who are laid off or displaced from their positions within one classification have the right to displace an employee from a different job classification, provided the employee has previously held a position within that classification.

   a. A laid off employee may displace the next senior employee from any position in any classification who normally works the same or next lower number of hours, if the employee has previously held that position or any lower position in that classification.

   b. Any bargaining unit member who has served more than seventy-five (75) working days in a classification shall be presumed qualified for that position or a lower position in that classification, unless unable to demonstrate ability to perform work in said position after a sixty (60) workday trial period.

   c. An Education Support Assistant employee can bump the next senior employee with the same or next lower number of hours in the ESA series. If there is no next senior employee in the ESA series, then the laid off employee can bump a next senior employee with the same or next lower number of hours in the School Support Assistant series. A SSA employee can bump the next senior employee with the same or lower number of hours only within the SSA series, and cannot bump into the ESA series.

d. Any reference to position as it relates to the maintenance positions refers to all maintenance positions such as Maintenance, Maintenance/Grounds, Maintenance/Mechanic, Maintenance Electrician, etc. being the same position for implementation of a reduction in force within this classification.

5. All bumping within a classification shall be into equal or lower positions.

6. If the Association disputes the grounds for a reduction in force under Section B, then upon Board action to implement a reduction in force, the Association may file a grievance which shall be submitted to expedited arbitration under rules of the American Arbitration Association.

E. Limitations

1. In no case shall a new employee be hired by the Board while there are laid off bargaining unit members who are eligible under this Article for recall to a vacant or newly created position.

2. Bargaining unit members employed by the Board will not be laid off as a result of sub-contracting bargaining unit work.

3. The District shall not employ, nor transfer, anyone to a position reduced by layoff until all employees laid off from that classification have been reinstated, declined same, or lost their right of recall for a period of two (2) years.

4. If an employee holds positions simultaneously in any classification, the provisions of this Article shall apply separately to each position held. However, bumping and recall rights shall be based for each such employee on system-wide seniority for reductions affecting the first of the two (2) current positions shall be based on classification seniority for reductions affecting the second of the two (2) current positions.

   a. The first position is defined as the position in the classification in which the employee has served the longest.

   b. Classification seniority is defined as length of continuous service within one (1) classification.

F. An employee on layoff status shall have the following rights:

1. Laid off employees shall provide the Administration with their current mailing address and telephone number.

2. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.

3. Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Board.

4. Bargaining unit members shall accrue seniority, but not experience credit, during the time that he or she remains on the recall list.

5. Upon returning to service, the employee shall be credited with experience credit earned prior to layoff.

G. Recall rights

1. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position in any classification which is the same position which they have previously held at any time or a lower level position.
2. Any bargaining unit member who has served more than seventy-five (75) working days in a classification shall be presumed qualified for that position or a lower position in that classification, unless unable to demonstrate ability to perform work in said position after a sixty (60) workday trial period.

3. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work.

4. A recalled bargaining unit member shall be given at least ten (10) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work.

5. A bargaining unit member who declines recall shall not forfeit his/her recall rights.

6. Any employee shall be considered to be on the recall list if the employee is either laid off or is working in a position of lower pay or fewer hours that he/she held prior to the Reduction in Force.

7. When a Reduction in Force has occurred, any bargaining unit position vacated by an employee taking a year leave of absence shall be considered a vacancy for the purpose of recall.

8. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.

9. Qualifications for a bargaining unit position shall not be upgraded for the purpose of preventing the recall of a laid off employee.

ARTICLE VII. – LEAVE PROVISIONS

A. Assault Leave

1. Employees absent from assigned duties because of physical disability directly resulting from a physical assault occurring during the performance of their employment assignment will be maintained on a full pay status during the period of approved absence.

2. The Superintendent shall grant, upon the request of an employee and presentation of a physician's statement that the employee is disabled from work, up to twenty (20) days of assault leave with full pay, not chargeable to the employee's sick leave.

3. Employees who have been physically attacked and witnesses, if any, shall make a written report of the attack to their immediate supervisor as soon as physically possible. Such report shall contain all relevant facts and include the names of teachers, students and/or other persons who were witnesses or may have participated in the attack.

4. Employees absent from assigned duties as a result of a physical attack on the employee by another person during the period of their employment assignment shall submit a signed request for assault leave on forms developed by the school administrators immediately upon their return to their regular assignment. If medical attention was required as a result of the physical assault, a medical certificate shall be required before assault leave can be paid and before the employee may be allowed to resume the regular assigned duties.

5. Employees who have filed complaints of physical assault suffered during their employment assignment in an appropriate court and who are required by the court to be absent from assigned duties at a later date for the purpose of appearing in court may request legal leave with full pay for the day(s) of absence required by the court.

6. Falsification of either a signed statement or a physician's certificate shall be grounds for suspension or termination of employment under the procedures set forth in Article VIII.

B. Jury Duty Leave

Employees may be called to serve jury duty. When they do serve, employees will receive regular pay but will submit all jury compensation to the Board. No employee shall make a profit by doing his duty. Such leave shall not be deducted from any other type of leave.

C. Military Leave

Military leave shall be granted to employees pursuant to Ohio Revised Code. Benefits will be granted at a maximum allowable by law. If the employee is involuntarily ordered to extend active duty in the military service, the employee shall be granted military leave

without salary for the duration of such service. Upon release from the military and upon application, the employee shall be re-employed within thirty (30) days of application date.

D. Sick Leave

1. Sick leave shall be accumulated on an hourly basis based upon the rate of one and one fourth (1¼) days per month times the number of hours an employee is regularly scheduled to work per day, for a total of fifteen (15) days annually.

2. All employees shall be granted hours of sick leave credit equivalent to five (5) regularly scheduled workdays with the effective date of their contracts.

3. Accumulation of sick leave shall be unlimited.

4. New employees shall receive credit for sick leave accumulated in any elementary or secondary school chartered by a State Department of Education, including licensed parochial schools or similar institutions, or public agencies in Ohio. It will be the responsibility of the new employee to secure a certified record of the accumulated sick leave from the former employer.

5. Sick leave may be used to cover personal illness, injury, pregnancy, quarantine as a result of exposure to contagious disease, which could be communicated to other employees, medical appointments and illness or death in the immediate family. Employee's immediate family for this policy shall include: father, mother, brother, sister, husband, wife, child, grandparents, grandchildren, father-in-law, mother-in-law, and in those cases where a dependent relationship exists and the person resides in the same household as the employee. In the case of death, this definition shall be expanded to include son-in-law and daughter-in-law, and the "immediate family" of the spouse. Part-time, seasonal, intermittent, per diem or hourly service employees shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees.

6. In cases of illness or death of the immediate family, the employee shall have the option of using sick leave or personal leave.

7. Any employee not using sick leave for any school year period will be compensated one (1) additional day's pay at his/her current per diem rate.

8. Use of sick leave shall be deducted on an hourly basis in increments of two (2) or more unless the employee works less than two (2) hours per day. If the employee works less than two (2) hours per day, he/she shall have the equivalent of one (1) day's work schedule in hours deducted.

9. Accumulated but unused sick leave hours shall be reflected on the employee's second pay each month.

10. After five (5) consecutive days off on sick leave, a physician's note may be required.

11. Bargaining unit members will be credited with an extra sick day each half (1/2) year for perfect attendance.

12. Family Medical Leave will be administered in accordance with the law, will be without pay, and will run concurrent with sick leave and other accumulated leave.

E. Sick Donation

1. Any bargaining unit member who has exhausted all of his/her sick leave due to a catastrophic illness or injury to the employee or the employee's spouse, or child, and in those cases where a dependent relationship exists and the person resides in the same household as the employee, can request sick leave donations of up to forty (40) days in a school year.

2. This request for sick leave donation days from other bargaining unit members shall be made by contacting the SSLCEA President. The SSLCEA President or designee shall forward this request to the membership through written and/or electronic communication. The SSLCEA President or designee will notify the Superintendent or designee that such a request has been made.

3. SSLCEA members shall have the option of donating up to ten (10) sick leave days in any one school year to the bargaining unit member making the request. The donation will be made by completing a sick leave donation form to be forwarded to the Treasurer's office. Upon receipt of the leave donation form, the Treasurer's Office will forward a copy of the processed form to the SSLCEA President and all affected employees.

F. Personal Leave

1. Three (3) personal leave days per school year shall be granted to all non-teaching employees who work a full contractual year as designated in Article XI, Section A. Such days shall be non-accumulative and shall be granted for personal business that cannot be scheduled outside the regular school day. These days shall not be granted before or after holidays or to extend vacation periods. The personal leave provisions of this contract shall be applicable to the school year (July 1 through June 30).

2. New employees and employees working in a second position will be granted personal leave according to the following schedule:

   If hired between July 1 and October 31, three (3) personal days will be granted;
   If hired between November 1 and January 31, two (2) personal days will be granted;

   If hired between February 1 and March 31, one (1) personal day will be granted;
   If hired between April 1 and June 30, zero (0) personal days will be granted.

3. The Superintendent in the event of extenuating circumstances may grant additional days of personal leave.

4. Written notification of the employee's intent to use personal days shall be submitted through their supervisor to the Superintendent at least three (3) days prior to the beginning of the leave. An employee using personal leave shall provide notice of intent to use such leave by completing the appropriate leave form. The reason for such leave shall be stated as "personal" and no further details will be required.

5. Except in the event of an emergency, the employee shall give advance notification of intent to use such leave.

6. Falsification of personal leave shall be considered reason for termination of employment.

7. Each unused personal leave day for an employee shall be compensated at the substitute rate used for the job classification for that employee or shall be converted to sick leave days at the end of the contract year.

8. Use of personal leave shall be deducted on an hourly basis. The minimum personal leave deduction is two (2) hours. If the employee works less than two (2) hours per day, he/she shall lose the equivalent of one (1) day's work schedule in hours deducted.

G. Medical Leave

1. A written application for leave of absence using sick leave or without pay for ill health must be accompanied by a statement from the attending physician. Such request for leave of absence will be granted for up to one (1) year.

2. Renewal will be granted for up to one (1) additional year when accompanied by a doctor's statement recommending such an extension.

3. The Board shall grant a one (1) year leave of absence to enable an employee to care for a member of the immediate family for reasons of illness.

4. During such leave, the employee will have the option to remain an active participant in all fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits (provided this is acceptable with the provider(s) of the fringe benefit packages).

5. Upon return to service, the employee shall resume the contract status held prior to such leave. Every effort shall be made to reinstate the employee to the same or similar position, if available. The employee shall furnish a physician's statement indicating the employee is medically fit to return to his or her scheduled duties.

H. Legal Duty

1. In the event that an employee is subpoenaed to appear in court for a school related case, said employee shall receive full pay for this service. Time taken for this service shall not be charged against sick leave or personal leave. This service shall be within the employee's work period, however.

2. Employees who are suing the Board or are involved in personal legal action will not be granted legal duty leave for any court time taken during the employee's normal workday. The employee shall have the option of using available personal, accrued and vacation days. If personal, accrued and vacation days are available, the request will not be denied.

3. The employee shall be paid the difference between his/her regular daily compensation and the remuneration received for such appearance (if any).

4. Payment will be made only when an employee presents certification from the court that the employee was called as a witness.

5. In the event of extenuating circumstances additional leave granted under this provision may be made on a case-by-case basis by the Superintendent.

I. Leave of Absence

Upon the written request of an employee, the Board may grant a leave of absence for a period not to exceed one (1) year for education, professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. Upon return to services of an employee at the expiration of a leave of absence, said employee shall resume the contract status which was held prior to such leave.

J. Sick Leave, Reporting of Absence

Any employee reporting off for any reason shall call the designated number giving their name, position, building and reason for absence (i.e., personal illness, family illness, and death in family). All employees with a morning report time shall call off at least one (1) hour before their designated start time. All employees with an afternoon report time shall call off at least two (2) hours before their designated start time. When an emergency arises the one (1) hour call-off for morning employees, two (2) hour call-off for afternoon employees, will be waived for the first such occurrence. All emergency occurrences thereafter shall require explanations. No employee shall be required to secure a substitute for their position.

K. Professional Meeting

1. Bargaining unit employees are encouraged to attend professional meetings that contribute to the improvement of knowledge and skills directly related to their position with the Sheffield-Sheffield Lake Schools.

2. Written request shall be submitted to the immediate supervisor for approval and forwarded to the Superintendent. The Superintendent, at his discretion, shall have authority to grant such requests without loss of pay.

3. Employees will be reimbursed at the IRS rate for mileage reimbursement for the use of their private automobiles for approved professional meetings.

L. Parental Leave

Any employee who is pregnant or adopting a child less than one (1) year of age shall be, at his/her request and on the conditions set forth below, granted a parental leave of absence without pay.

1. Leave Rights

a. The parental leave shall begin at any time between (a) the commencement of pregnancy, or in the event of adoption, the receipt of custody; and (b) six (6) months after the child is born or adopted. Such leave shall be for any period up to one (1) school year, but shall be extended for up to one (1) additional school year at the request of the employee.

2. Application for Leave

a. Application for parental leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the parental leave is to commence and the date the employee anticipates return to service. Such return date shall be mutually agreed to by the Superintendent and the employee.

b. Should an employee elect to request an extension of parental leave, that request must be submitted in writing to the Superintendent forty-five (45) days prior to the start of the extension. Such requests shall specify the return date, which shall be mutually agreed upon by the Superintendent and the employee.

3. Pregnancy Disability

Any employee who elects to use pregnancy disability leave with pay according to O.R.C. §3319.141 may, if she chooses, begin parental leave after the disability leave has expired. No employee may receive pregnancy disability leave benefits while on parental leave.

4. Time for Filing Application

Application for parental leave prior to childbirth shall be made at least thirty (30) days before the beginning date of the parental leave. Application for parental leave for the period beginning after the expiration of pregnancy disability leave (which must be certified by her attending physician) or for parental leave related

to adoption, shall be made at least thirty (30) days before the beginning date of leave.

5. Insurance and Reinstatement

During such leave, the employee shall continue to be included in the existing hospitalization-surgical group and life insurance programs. The cost for this coverage is to be paid by the employee at the group rate contracted for by the Board. Prior to the commencement of the leave, the Treasurer shall notify the employee, in writing, as to the option to continue such coverage at the employee's cost, and the employee shall respond in writing within ten (10) working days if the employee wants the coverage continued. The employee shall resume the contract status held prior to such leave. In addition, every effort shall be made to reinstate the employee to the same, if available, or similar position.

6. Eligibility of Return to Work or Extend Leave (Notification)

So that efficient employment practices can be affected, an employee on parental leave MUST, prior to June 1st, notify (by letter) the Superintendent of his/her intention to return, or not to return, or to request an extension of leave. Failure to notify shall be processed as an intent not to return to employment.

M. Accrued Leave

1. An employee, for each one hundred and twenty-five (125) days or the equivalent hours of unused sick leave, as of the start of the school year, shall be granted one (1) additional day of bonus personal leave during that school year with pay. Such leave may be taken without a restriction, except as set forth herein, upon a written request to the Superintendent. This request must be submitted to the Superintendent at least three (3) working days prior to the requested leave date. Upon receipt of the request for the leave, the Superintendent will determine if a substitute is available.

2. This leave may not be taken on either the first or the last day of the teacher or student work year. No more than three (3) employees may use this leave at any one (1) time. Should more than three (3) employees request the use of this leave, the date the request was received by the Superintendent and then, if necessary, District seniority will be used to determine which individuals will be granted leave.

3. A leave under this provision shall not be carried forward from one year to the next.

4. Use of accrued days each year does not forfeit accrued days the next year for the same days of accumulated sick leave.

N. Association Leave

The Association shall be granted seven (7) Board paid Association Leave days for the purpose of carrying out the business of the Association. The Superintendent will be notified at least three (3) days in advance of such leave. All Association Leave days must be approved by the Association President.

O. "Timeware"

A "Timeware" or other similar system shall be used in the District, but the only parts of the system that will be implemented are electronic payroll forms, such as sick leave, personal leave, etc. Specifically, the parties agree that bargaining unit members shall not be expected to "clock in" and "clock out" using the system. The parties agree that the "Timeware" system will not be used in any way for any type of discipline with any member of the bargaining unit.

ARTICLE VIII. – EMPLOYEE DISCIPLINE

A. General Disciplinary Procedures

1. Discipline shall be imposed on employees only for just cause. Discipline may include oral or written reprimand, suspension and termination. Before discipline may be imposed under this Article, based upon a parental complaint, the Administration shall conduct an investigation, which shall include a meeting with the employee, supervisor, Association Representative, and the complaining parent, if available. No discipline shall be initiated based upon anonymous complaints unless the information in the complaint is independently verified.

2. Disciplinary action against an employee shall be imposed only for violation of written rules and regulations, as set forth by the Board, incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other acts of misfeasance, malfeasance or nonfeasance.

3. A written reprimand may be imposed following a conference. An employee may be accompanied to any such conference by a representative of his/her choice.

4. The Board agrees and understands that each employee shall have the opportunity to be accompanied and/or represented by a representative of their choice at any disciplinary meeting.

5. The Board agrees that no employee will be reprimanded in the presence of any other employee, students or parents of students, except in emergency situations.

B. Guidelines

1. The following are guidelines for progressive disciplinary action needed to correct employee job performance deficiencies and/or unacceptable employee conduct, standards or practices.

2. The following guidelines shall be applied on a step-by-step basis in all cases except for situations where the severity of the offense/violation warrants initiating discipline at a more advanced step:

a) Step 1 - Warning

(1) Written notification with a copy to the employee and the personnel file. Each discipline document will include space for the employee to sign, which only acknowledges receipt.

(2) The employee's immediate supervisor shall hold a private, informal conference with the employee for the purpose of discussing job performance, or unacceptable conduct, and methods of correcting this problem.

b) Step 2 - Reprimand

If an employee's job performance does not improve, a second meeting will be held between the employee and his/her immediate supervisor and/or another appropriate representative of the Administration. The employee may have a representative of his/her choice at this meeting. This meeting may result in a written reprimand with a copy to the employee and the personnel file. Each discipline document will include space for the employee to sign, which only acknowledges receipt.

c) Step 3 - Suspension/Dock of Pay

(1) Penalty of up to one (1) to three (3) day suspension with loss of pay may be given with the approval of the Superintendent - Copy of suspension to the immediate supervisor, personnel file and the employee.

(2) If an employee misuses, abuses or misrepresents any leave provision and/or fails to report timely for work, the employee's pay may be docked.

d) Step 4 - Five (5) Day Suspension

Penalty of up to five (5) days' suspension with loss of pay may be given; all suspension and/or loss of pay must be with the Superintendent's approval. Written copy to the immediate supervisor, personnel file and to the employee.

e) Step 5 - Termination of Contract

Written copy to the immediate supervisor, personnel file, Board and to the employee.

C. Due Process Procedure

Except in emergency situations, before an employee may be suspended with or without pay, docked pay or terminated, the following procedure shall be followed:

1. The employee shall have the right to a preliminary hearing to be conducted by the supervisor or his/her designee. This preliminary hearing shall be informal and shall not be an evidentiary hearing. The employee may be accompanied at the hearing by a representative of his/her choice. The employee shall not have less than two (2) working days' notice of the time and place of the preliminary hearing. The time and place of the hearing shall be mutually agreed upon by the employee and the supervisor or his/her designee.

2. At the preliminary hearing, the employee shall be advised by the supervisor or his/her designee of the nature of the charges against him/her and shall be given the opportunity to respond by way of explanation or defense. Within three (3) working days of the preliminary hearing, the employee shall be advised in writing of the supervisor's disposition.

3. The employee shall have the right to appeal the supervisor's decision to the Superintendent. Such appeal must be made in writing within three (3) workdays from receipt of the supervisor's decision. A hearing shall be conducted by the Superintendent or his/her designee. This hearing shall be informal and shall not be an evidentiary hearing. The employee may be accompanied at the hearing by a representative of his/her choice. The employee shall not have less than two (2) workdays' notice of the time and place of the hearing. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver of his/her right to such hearing. The time and place of the hearing shall be mutually agreed upon by the employee and the Superintendent or his/her designee.

4. At the hearing, the employee shall be advised by the Superintendent or his/her designee of the nature of the charges against him/her and shall be given the opportunity to respond by way of explanation or defense.

5. Within three (3) working days of the hearing, the Superintendent or his/her designee shall furnish such employee with a copy of his/her disposition and shall state the reasons therefore.

6. If the Superintendent or his/her designee recommends a suspension or termination, such recommendation shall be presented to the Board at its regularly scheduled meeting or at a special meeting called for such purpose, but at no time less than fifteen (15) working days of the

Superintendent's disposition. The employee shall be given notice of the date, time and place of such Board meeting. The employee shall have the right to a hearing before the Board, which shall be an evidentiary hearing; both the employee and the Board may be represented by counsel or other representative of their choosing; both parties may call witnesses who will be examined under oath and may be cross-examined; an audio or stenographic record of the proceedings will be made by the Board. The decision of the Board shall be in writing and shall be served on the employee.

7. Any notices, copies of order or recommendations required by this Article to be served upon an employee shall be served in person; provided, however, in the event the employee is on any type of leave or is absent without leave when service is attempted, then such service shall be by certified mail sent to the employee's last address as shown on the Board's records. In that event, service is deemed complete seventy-two (72) hours after mailing.

8. The provisions of this Article do not apply to the removal of an employee during his/her probationary period.

9. In steps one (1) and two (2), only procedural compliance with the Article may be grieved. In steps three (3), four (4) and five (5), if the employee is not satisfied with the disposition of the Superintendent or his/her designee and/or the Board, then the employee shall have the right to appeal the decision to arbitration under Level Five of the Grievance Procedure in Article IX.

D. Twenty-four (24) months following the written reprimand, the employee may request that the Superintendent and he/she review the employee's job performance. If performance has shown correction of areas for which reprimand was given, the reprimand may be removed from the employee's personnel file.

E. Employees have the right to rebut all disciplinary documents placed in the employee's personnel file.

F. It is expressly understood that the Sheffield-Sheffield Lake Civil Service Commission shall have no authority or jurisdiction as it relates to the discipline of bargaining unit personnel.

G. Bus drivers are subject to special reporting requirements for violations of the motor vehicle laws as outlined in O.R.C. §3327.10(D)(1). Whenever a bus driver is convicted of a traffic violation, he/she must report that conviction to the Superintendent or his/her designee. He/she may not drive any school bus or motor van for the District until he/she has filed such notice. Failure to report such violation will result in appropriate discipline.

ARTICLE IX. – GRIEVANCE PROCEDURE

A. Purpose

The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time equitable solutions to grievances, which may arise from time to time.

B. Definitions

1. A "grievance is a claim by a member of the bargaining unit that there has been a violation, misapplication or misinterpretation of one or more of the provisions of this Agreement. In the event that such a violation, misapplication or misinterpretation of the Agreement affects a group of employees, the Association may file a grievance on behalf of the group, in which case the Association shall be the grievant.

2. An "aggrieved" is a member of the bargaining unit having a grievance.

3. A "day" in this section shall mean a calendar day. The number of days indicated at each level shall be considered a maximum and should be adhered to in expediting the procedure.

4. The term "employee," when used in this document shall refer to an individual or group of individuals who are employees.

5. "Time limits." Grievances shall be processed rapidly. The number of days indicated at each step of the established procedure shall be maximums unless extended by mutual consent of parties at each step. If the grievant fails to meet time maximums at any step of the procedure, the grievance shall be considered waived. Failure of the Administration to adhere to the time limits automatically moves the grievance to the next step. When it is specified in the procedure that an action shall be accomplished within a specified number of days, the first day of the time period shall be the first day immediately following the day of the event, which caused the time period to begin.

C. Informal Procedure

1. An aggrieved party shall first discuss the grievance individually with the appropriate supervisor, within fifteen (15) workdays from the date he/she knew or should have known that the grievance exists, with the objective of solving the matter informally. The aggrieved shall have the right to be accompanied by an individual of his/her choice.

2. Should the matter not be resolved to the satisfaction of the aggrieved party, further informal effort should be made at a higher administrative level or the formal grievance procedure may be initiated.

3. So that there is no ambiguity, the aggrieved shall definitely state orally that he/she is embarking upon the informal grievance procedure while discussing the problem with the immediate supervisor. The immediate supervisor will note that this is an informal grievance meeting and, prior to the conclusion of this meeting, execute a written statement to the effect to be signed by both parties.

D. Formal Procedure

1. Level One (Immediate Supervisor(s))

a. Should the aggrieved party not be satisfied with the disposition of the grievance in the informal procedure, he or she shall, within five (5) workdays from the informal meeting, submit the grievance in writing using the prescribed forms (Appendix B). The grievance shall be filed in writing with the immediate supervisor and signed by all grievant.

b. Within five (5) workdays following the receipt of the grievance, the appropriate supervisor shall call a formal hearing with the grievant. The aggrieved shall have the right to be accompanied by an Association representative of his/her choice.

c. If the aggrieved party and the supervisor agree upon a resolution of the grievance at this meeting, the appropriate supervisor's report is to be written and agreed to by both parties at that time. If no agreement can be reached, the supervisor shall respond within five (5) workdays with his/her decision.

d. If the grievant, after examining the supervisor's decision, still wishes to pursue the grievance, he/she has five (5) workdays from the receipt of the supervisor's report to request a Level Two hearing with the Superintendent. Said request shall be in writing.

2. Level Two (Superintendent's Level)

a. Within five (5) workdays of notification that a grievance still exists, the Superintendent, or his/her designee, shall conduct a hearing involving all parties in interest. The aggrieved shall have the right to be accompanied by Association Representatives of his or her choice. The aggrieved or his or her representative will be expected to present his or her case to the Superintendent or his/her designee. A decision in writing shall be rendered within five (5) workdays of the hearing by the Superintendent or his/her designee.

b. If the aggrieved party and the Superintendent, or his/her designee, agree on the resolution of the grievance at this meeting, the Superintendent's, or his/her designee's, report shall be written and agreed to by both parties at this time.

c. If the grievant, after examining the Superintendent's, or his/her designee's, decision still wishes to pursue the grievance, he/she has five (5) workdays from the receipt of the Superintendent's, or his/her designee's, report to request a Level Four hearing with the Board. Such request shall be made in writing to the Treasurer of the Board.

d. If the Superintendent was the administrator rendering the disposition in Level One then this step will be waived.

3. Level Three (Mediation)

a. Following the Superintendent's decision at Level Two, the Administration or Association may submit the matter to the Federal Mediation and Conciliation Services (FMCS) for mediation. Either the Administration or the Association must notify the other of the request within ten (10) days of the Superintendent's decision in Level Two. If the Administration is making the request, it shall be submitted to the Association President and if the Association is making the request, it shall be submitted to the Superintendent. It shall be the responsibility of the requesting party to contact and schedule the mediation with FMCS.

b. If the Association chooses to skip this Level of the Grievance procedure, they must notify the Superintendent within ten (10) days of their choice to advance directly to Level Four.

c. If the mediation is not successful or is not initiated by the Association, the grievance shall advance to Level Four.

4. Level Four (Board Hearing)

a. Within five (5) workdays of the receipt of a request of a Level Four hearing by the grievant, the Superintendent shall set a date for the hearing. Said date shall be the next regular Board meeting (unless the next scheduled Board meeting is canceled and then not to exceed thirty (30) calendar days).

b. The aggrieved shall have the right to be accompanied by Association representatives of his or her choice. The aggrieved or his or her representative shall be expected to present his or her case to the Board.

c. The Board's decision shall be rendered in writing within ten (10) workdays of the hearing. Copies of the Board's decision shall be sent to the aggrieved party, the administrative person against whom the grievance was filed and/or the Superintendent and the President of the Association.

d. This level may be by-passed by the written request of either side at which point Level Five will take effect.

5. Level Five (Arbitration)

a. If the aggrieved person and the Association are not satisfied with the disposition in the previous level, he/she may demand that the issue be submitted to arbitration within thirty (30) workdays after the Board level decision. Such request shall be made in writing to the Treasurer of the Board.

b. The arbitration shall be conducted in compliance with the American Arbitration Association's voluntary rules and regulations.

c. The arbitrator shall be appointed from lists furnished by the American Arbitration Association pursuant to the voluntary Labor Arbitration Rules. Both sides may request additional lists. The arbitrator will be without power to make any decision, which is violative of the terms of this contract or of an act prohibited by law which is violative of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the Negotiated Agreement.

d. The arbitrator will render the written decision and award no later than thirty (30) days following the closing of the record on the case. His/her decision shall be final and binding on the Association, its members, the employee or employees involved, the Board, the Superintendent and all other agents of the Board. Cost of the arbitrator's services shall be borne equally by the Board and the Association. Employees involved in grievance meetings during their working hours shall suffer no loss or reduction in pay.

e. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

E. Rights of Parties

1. Both parties agree that grievance proceedings should be handled in a confidential manner.

2. No employee may be represented by any organization other than the Association in any grievance procedure initiated pursuant to this procedure.

3. No employee shall be denied the right to legal advice and/or counsel in any of the levels listed above.

4. A grievance may be withdrawn at any level without prejudice.

5. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the aggrieved and the appropriate Administrator.

6. No records, documents or communications concerning a grievance shall be placed in the personnel file of any employee unless the grievance involved a reprimand or other disciplinary procedure, and then such document may be placed in the file consistent with the resolution of the grievance.

7. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office, and designated officials of the Association, including Building Representatives and members of the Association Grievance Committee.

8. Records of the grievance proceedings shall be confidential information. Official records should be kept in a confidential separate file, called grievance file, by the Treasurer of the Board. Access shall be made only by mutual consent of the Superintendent and the President of the Association or a court order. All records of proceedings shall be destroyed after three (3) years of the date formal proceedings were inaugurated.

9. Time limitations under this Article shall be suspended when the Superintendent, or individual grievant, is not present in the District. Prior notification to the other party of the dates of absence from the District is requested.

10. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a reasonable opportunity for all persons entitled to be present to attend.

11. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

ARTICLE X. – EMPLOYEE EVALUATIONS

A. Purpose

The purpose of the Program for Appraisal of Non-Teaching Staff is two-fold:

1. To provide a systematic process whereby such staff member may improve the effectiveness of his/her areas of competency and service.

2. To provide a systematic, cooperative process to review the strengths and weaknesses of individual staff members and to use the information to develop a program of supervision and staff development designed to lead to continued professional growth.

3. To constitute a basis for personnel decisions including promotions, reassignments, or termination.

B. Procedures

1. Staff members in each year of service in the Sheffield-Sheffield Lake City Schools will be briefed by the principal, supervisor or Superintendent on appraisal goals and procedures, and will be informed of the identity of their evaluator. Such briefing, to be done no later than the end of October, shall include the sharing of the employee's job description and evaluation form.

2. At least one (1) evaluation of each staff member will be conducted each year, between October 1 and March 31. All evaluation procedures prior to the completion of the written evaluation shall remain confidential between the evaluator and the employee.

3. Additional evaluations of staff members may be held at the request of the principal, supervisor, Superintendent or staff members. A post-conference will be held, within a reasonable time, following each formal evaluation at which point a written appraisal will be provided. Where deficiencies are noted, recommendations for improvement should be provided.

4. The staff member may respond to the written appraisal in writing. At the staff member's request, this response shall then be attached to the written appraisal and be placed in the staff member's personnel file. The staff member has twenty (20) work days in which to respond to the received written appraisal.

5. This Article has no application to new employees on probationary status.

6. Only procedural compliance with the evaluation procedure may be grieved. The substance or the conclusions of the evaluation process cannot be grieved.

7. Within one hundred twenty (120) calendar days from the implementation date of this Negotiated Agreement evaluation forms shall be jointly developed by the Association and the Administration. If after the one hundred twenty (120) calendar days there is no agreement to change the current evaluation forms then said forms shall remain in effect.

ARTICLE XI. – COMPENSATION

A. Salary Payment

1. Compensation shall be divided into twenty-six (26) payments per contract year. These payments shall be issued bi-weekly on Friday's beginning with the second Friday in the school calendar year.

2. In the event an employee has an approved paid leave on a scheduled payday, said employee shall be entitled to pick-up his/her check at the conclusion of his/her scheduled workday prior to the payday.

3. The basic compensation of each bargaining unit member shall be set forth in Appendix A of this Agreement. There shall be no deviation from said compensation rates during the life of this Agreement.

4. Each employee shall receive with his/her first pay of each fiscal year, a formula and the necessary information to calculate his/her yearly earnings, daily rate of pay and bi-weekly compensation.

5. All employees shall receive a pro-rated bi-weekly pay commencing with their employment by the Board and pro-rated for the year.

B. Payroll Deduction

The Board shall provide the following payroll deduction options to all members of the classified staff providing these requests have been made in writing to the Treasurer's office.

1. Employee's Credit Union - Deductions may be requested for any pay period. They will begin the first pay period after forms have been properly filled out and submitted to the Treasurer. All deductions will be made in equal installments each pay period.

2. Annuities/Deferred Compensation Programs - Open enrollment for annuities will be from September 1-15 and March 1-15. Classified staff wanting to participate in an annuities program may enroll during these two (2) periods only. Deductions shall be made in equal installments each pay period. Employees will have the right to use any Board approved vendor.

3. United Way - Deductions will be made available to employees in twenty (20) equal deductions. Each year an announcement from the Treasurer will be made as to when the deductions will be made. The Treasurer will arrange these dates so that they coincide with deadlines established by the United Way.

4. Association Dues - Except as provided in Article XI, Section (I), upon filing proper forms with the Treasurer, Association dues may be deducted in nineteen (19) consecutive equal payments beginning with the second pay period of October.

5. Benefits – Sick leave, severance, vacation, supplemental and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the sash salary component and pick-up component of the employee's restated salary.

6. Foundation Deduction - Deductions will be made for donation to the educational endowment. They will begin the first pay period after forms have been properly filled out and submitted to the Treasurer.

7. Fund for Children in Public Education - Deductions may be requested during any pay period. They will be deducted in equal installments beginning with the first pay period after forms have been properly filled out and submitted to the Treasurer.

8. The SSLCEA Senior Scholarship Fund - Deductions may be requested during any pay period. They will be deducted in equal installments beginning with the first pay period after forms have been properly filled out and submitted to the Treasurer.

9. Sheffield-Sheffield Lake City School Levy Committee - Deductions may be requested during any pay period. They will be deducted in equal installments beginning with the first pay period after forms have been properly filled out and submitted to the Treasurer.

C. Job Description and Classification

1. If the Board decides it is necessary to administer a test for the purpose of establishing qualifications in filling a vacancy in any classification, a joint labor/management committee reviewing job descriptions shall develop a test and how it is administered. Such a test shall be administered to applicants for a vacancy in a classification who are currently employed in other classifications or are not employed in the bargaining unit.

2. The job description will include at a minimum:

   a. Job title and description;

   b. Minimum requirements;

   c. A specific statement of tasks and responsibilities.

3. Evaluations of bargaining unit members' work performance shall be based upon said job description.

4. Job descriptions will be reviewed jointly by the Association and the Board at least every three (3) years. Any changes in job descriptions or creation of new job descriptions will be bargained with the Association.

D. Classification Pay

1. Administrators shall use current employees when calling substitutes for positions of Head Cook and Secretary. When calling substitutes for all other classified positions, administrators will offer substituting assignments to current employees if a substitute from outside of the bargaining unit cannot be obtained. Current employees may assume the duties of other bargaining unit positions, as long as a substitute can be found for their current contracted position(s) or at the discretion of the Business Manager. Such substitution will be voluntary.

a. Any employee assuming the duties of another employee within his/her current job position shall receive his/her regular rate of pay for all days/hours spent working in that position.

b. When an employee assumes the duties of a higher paid position, the employee will be paid at the higher rate of pay if the duties assumed are for a period of five (5) consecutive business days or longer. The higher rate of pay is retroactive to the first day worked in that position after the employee works four (4) consecutive days. Retroactivity begins on the start of the fifth (5th) consecutive work day. This will be in the form of an adjustment to their pay after a properly completed Assumed Duty Form is received. If the duties assumed are for a period less than five (5) days, the rate of pay will be the employee's current rate of pay, of their current position, or of the higher paid current position in the case where multiple positions are held.

c. Bargaining unit members will complete an "Interest to Substitute" form by September 1 of each school year, indicating their interest in substituting. Only members who have declared interest will be offered substitute assignments.

d. Substitute assignments will be offered to bargaining unit members on a rotating basis, within the building of the vacant assignment, based on seniority:

   i. First, from within the same position, classification and building of the vacant assignment.

   ii. Second, from within the classification and building of the vacant assignment.

   iii. Third, from within the building of the vacant assignment.

   iv. Fourth, from within the District.

e. Administration reserves the right to not fill a vacant assignment or use a current employee due to performance related issues. This right cannot be grieved.

2. When a current employee is employed in a higher paid job classification position, (i.e. school support personnel to secretary or cleaner to custodian), he/she shall be placed and compensated at the first salary step of the higher paid position which reflects a raise.

3. Any substitutes employed by the Board of Education will be given the information and training necessary to adequately perform their assignment prior to being called to substitute in an area. In the event a substitute is called in to work and has to be trained in order to perform his/her assignment, any bargaining unit member who acts to provide the substitute on the job training shall be compensated at his/her regular hourly wage for all time worked in excess of the bargaining unit member's regularly scheduled workday.

4. For the 2014-2015 school year, employees in the Maintenance and Custodial Departments will be provided with Cardinal shirts/uniforms to wear while performing their duties. Replacement uniforms will be provided on an as-needed basis. For the 2014-2015 school year, employees in the Maintenance and Custodial Departments will not receive the uniform allowance listed below. Uniform Allowance will be granted to the employees in the following classifications:

a.	Food Service	-	$160;
b.	Maintenance	-	$125;
c.	Custodial/Cleaners	-	$100.

Said allowance will be paid in the first pay of December as long as receipts for uniform purchases have been submitted to the Treasurer's office.

5. All employees in the School or Educational Support Classification shall be scheduled additional hours of In-service Training during the school year equal to one (1) workday.

E. Overtime Pay

1. All overtime hours shall first be offered to employees in the building where the overtime or extra time is required except in cases of emergency where contacting building employees is not in the best interest of the safety of the building. The selection or opportunity for overtime will be offered on a rotating basis, based on the employee's seniority, unless specific skills or legal requirements are required for the assignment (license, etc.).

2. Employees required to come in on off-duty hours shall be compensated.

3. Overtime will be compensated at one and one-half (1 1/2) times the employee's hourly rate for all hours worked over eight (8) hours per day and forty (40) hours per week. Double time will be paid for all hours worked over forty-eight (48) hours per week and/or holidays. Sick leave and holidays shall be computed within the forty (40) hour workweek. Snow removal will be compensated at double time on Sundays and holidays.

4. When called out to the building by the supervisor, police or fire department in emergency situations, employees shall be guaranteed a minimum of two (2) hours pay.

5. Employees may accept supervisory or custodial work for outside organizations beyond the workday. All arrangements will be made between the Board and the sponsoring organizations directly. The Board will accept the responsibility for these arrangements. If the outside organization intends to hire supervisory or custodial workers for their functions, the work will be offered first to non-certified school employees.

6. A shift differential will be granted employees working between 2 p.m. and 11 p.m. at fifteen cents (.15¢) per hour. Shifts starting at 11 p.m. shall be paid a shift differential of thirty cents (.30¢) per hour. Employees will not receive shift differential pay for starting work prior to their normal shift.

F. Calamity Days

1. No employee shall be expected to work days declared calamity days due to a weather crisis unless called by their immediate supervisor and told to report to work.

2. The workday for all employees called in, shall be determined by the conditions of the day and at the discretion of their immediate supervisor.

3. Any employee required to work in a building closed because of a State approved calamity day shall be compensated at one and one-half (1 1/2) times the regular hourly rate for those hours actually worked. An employee required to work less than eight (8) hours will receive a minimum of three (3) hours at one and one-half (1 1/2) times their regular hourly rate with the balance of the eight (8) hours to be paid at the employee's regular hourly rate.

4. When any school building(s) are closed for non-weather issues, all employees are to report for duty unless notified to not report to work. The Superintendent or designee may send home all employees or reassign an employee to other facilities. Work hours and duties will remain the same unless mutually agreed otherwise. Employees have the option of using vacation or personal leave if available.

5. Overtime hours on a calamity day shall be compensated at double time according to the effective salary schedule. Employees have the option of paid compensation or equivalent compensatory hours. Such compensatory time may only be taken while school is not in session. Example: one (1) hour of work for two (2) hours off compensatory time.

6. Any employee who is scheduled to report to work and who does report to work on a day which is subsequently charged as a Calamity day, shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times their regular hourly rate. Supervisors shall make every effort to notify employees of a calamity cancellation at least thirty (30) minutes prior to their scheduled reporting time.

G. Compensatory Time

1. Any employee who is requested and works calamity days and/or overtime may elect to receive compensation time or compensation for such time worked. Compensatory time earned in a contract year must be used by the first student day of the next succeeding contract year and may not be carried over.

2. Any employee electing to receive compensatory time shall file a form with his/her immediate supervisor stating the date and time worked and the reason for working. The supervisor shall sign the form and provide a copy to the employee and central office.

3. Written notification of the employee's intent to use compensatory time shall be submitted through their supervisor to the Superintendent at least three (3) days prior to the beginning of the leave.

4. When an emergency arises, the three (3) day time limit shall be waived.

5. If the Superintendent refuses the employee's request, the reason for the refusal shall be given. A compensatory time usage request cannot be refused more than once during the school year.

H. Mileage Allowance

The Board shall reimburse employees for the use of one's personal car in conducting approved school business at the IRS rate for all mileage verified by periodic reports and approved by the designated administrative office. Monthly reports must be submitted.

I. Fair Share Fee

1. The Board shall deduct from the pay of members of the bargaining unit, who elect not to become or to remain members of the Sheffield-Sheffield Lake Classified Employees, a fair share fee for the Association'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 Association's work in the realm of collective bargaining.

2. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off 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 membership dues less the amount previously paid through payroll deduction.

3. Payroll deduction of such fair share fees shall commence with the first payroll on or after January 15th of each school year.

4. Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

5. The Board further agrees to accompany each such transmittal with a list of names of bargaining unit members for whom all such deductions were made, the period covered and the amounts deducted for each.

6. The Association represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. §4117.09(C) 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 Association 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.

7. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

8. The amount to be deducted from the pay of all non-Association members shall be the total dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

9. The Association agrees to indemnify the Board for any cost or liability 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 employer by a non-member for which indemnification may be claimed;

   b. The Association shall reserve the right to designate counsel to represent and defend the employer;

   c. The Board to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file brief amicus curiae in the action;

   d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; 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.

10. The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

11. The Association and its state and national affiliations shall amend their internal rebate procedures to comply with the constitutional requirements of the Hudson decision and any subsequent decision of a court of competent jurisdiction.

ARTICLE XII. – TERMS OF EMPLOYMENT

A. Contract Year Schedule

1. Employment Chart

Position	Building	Minimum Work Year	Minimum Hours/Day
MAINTENANCE/CUSTODIAL			
Maintenance		260 + Contracted holidays/vacation	8
Maintenance/Grounds		260 + Contracted holidays/vacation	8
Maintenance/Electrician		260 + Contracted holidays/vacation	8
Maintenance/Mechanic		260 + Contracted holidays/vacation	8
Head Custodian	BHS/SMS	260 + Contracted holidays/vacation	8
Custodian	BHS/SMS/Barr/Forest/Tenny/Knoll	260 + Contracted holidays/vacation	8
Custodian/Food service		179 + Contracted holidays	8
Cleaners	BHS/SMS/Tenny	260 + Contracted holidays/vacation	8
Cleaners	Forest/Knoll	179 + Contracted holidays	4
Cleaners	Barr	179 + Contracted holidays	3
Cleaner	Administration	260 + Contracted holidays/vacation	2.5
SECRETARIAL			
Secretaries	BHS	205 + Contracted holidays	8
Secretaries	SMS	205 + Contracted holidays	8
Secretaries	Elementary Schools	205 + Contracted holidays	8
Receptionist	Administration	205 + Contracted holidays	8
Note: If additional secretarial work is needed during the summer months, such work shall first be offered to current 205-day secretaries who will be compensated at their regular rate of pay.			
FOOD SERVICE			
Head Cook		182 + Contracted holidays	8
Cooks		182 + Contracted holidays	6
Servers	Barr/Forest/Tenny/Knoll	176 + Contracted holidays	2.5
Servers	SMS	181 + Contracted holidays	3.5
TRANSPORTATION			
Bus Drivers		181 + Contracted holidays	4
Van Driver		180 + Contracted holidays	2
PARAPROFESSIONALS/EDUCATIONAL			
Library Paraprofessional		181 + Contracted holidays	7.5
Educational Paraprofessional		181 + Contracted holidays	7
Pupil Personnel Paraprofessional		181 + Contracted holidays	7
In School Assignment Paraprofessional		149 + Contracted holidays	7
Pre School/ Kindergarten Paraprofessional		180+ Contracted holidays	3

Position	Building	Minimum Work Year	Minimum Hours/Day
PARAPROFESSIONALS/SUPPORT			
Monitor	BHS/SMS	181+Contracted holidays	3
Lunch Monitors	Forest/Barr/Knoll	175+Contracted holidays	1.5
Breakfast Monitor		175+Contracted holidays	.5
Crossing Guards		179+Contracted holidays	1.75
Crossing Guard/Lunch monitor	Tenny	179+Contracted holidays	1.75
SUMMER EMPLOYMENT			
Temp. Summer Work	Hours and Days worked are determined by the Board of Education and paid at $10.50/hour effective June, 2010		

2. 260 day cleaners will be employed in addition to the building custodians as follows:

   Four Cleaners at 8 hours
   One Cleaner at 2.5 hours

3. 184 day cleaners will be employed in addition to the building custodian as follows:

   Three Cleaners at 4 hours
   One Cleaner at 3 hours

4. The employee's immediate supervisor and/or the Superintendent retain the right to assign duties to the employee outside of his/her normal work assignment, but within his normal workday, based on the employee's job description. It is understood, however, that bargaining unit members are not to perform confidential tasks while substituting for an administrative assistant position(s) per Article I (A).

5. The Board will not fill vacated positions with individuals working fewer hours solely to avoid paying fringe benefits or to circumvent Association membership.

6. The District will employ one (1) head custodian for the high school and one (1) for the middle school. In addition a second custodian will be at each of these two (2) buildings. There will be an employee from the custodian classification at the remaining buildings.

7. Employees in the custodial classification may be assigned as a team to work in any building as long as the custodian or a maintenance person is present. A scheduling meeting will be held at least three (3) workdays prior to the team project. At the conclusion of the team project, an evaluation conference will occur between the "team leader" and the Operations Supervisor. Any member of the custodial classification or the Operations Supervisor may suggest projects designated for teaming.

8. Employees in the custodial/maintenance classification may be assigned as a team to work in any building as long as the custodian or a maintenance person is present. A scheduling meeting will be held at least three (3) workdays prior to the team project. At the conclusion of the team project, an evaluation conference will occur between the "team leader" and the Operations Supervisor. Any member of the custodial/maintenance department or the Operations Supervisor may suggest projects designated for teaming.

9. The Board of Education has the right to hire special education attendants on a short-term basis (for a period of time of one hundred eighty (180) days or less). These jobs do not have to be posted. The contract for these attendants will expire at the end of service. Any benefits are limited to the length of contract. If the job continues beyond the 180-day limit, it will be posted.

10. Any employee(s) who has a direct supervisory or instructional assistance duty with any student(s) shall be able to review said student(s) file.

B. Vacation

Vacations will be granted to two hundred forty (240) and two hundred five (205) day employees. An employee who moves from a part-time to a full-time position or a full-time employee, who is employed during the fiscal year, shall have his/her employment calculated on a prorated basis for the purpose of vacation credit. For the purpose of such pro-ration, a full-time employee's vacation calculation shall be .833 of a month. Use of vacation shall be deducted in increments of one quarter (1/4) day or more.

1. 240 Day Employees

Any employee working two hundred forty (240) days will be granted vacation as follows:

Under 1 year	=	0 weeks
After 1 year	=	2 weeks
After 6 years	=	3 weeks
After 11 years	=	4 weeks
After 16 years	=	5 weeks

Vacation may be taken any time during the year with prior approval of the principal, transportation supervisor, operations supervisor and the Superintendent. Conflicts in vacation scheduling shall be resolved by allowing seniority to be the determining factor. All vacation requests and approvals must be completed by July 1, unless other arrangements between the employee and the Superintendent are mutually agreed upon.

2. 205 Day Employees

Any employee working two hundred five (205) or more days but less than two hundred forty (240) days will receive five (5) days paid vacation after ten (10) years of full-time continuous service in the District. Vacation time must be

scheduled with prior approval of the employee's immediate supervisor and the Superintendent (or designee). All requests and approvals must be completed by November 1 unless other arrangements between the employee and the Superintendent (or designee) are mutually agreed upon. If the Superintendent (or designee) determines that a vacation request is during a critical time, the request may be denied. Conflicts in vacation scheduling shall be resolved by allowing seniority to be the determining factor.

C. Holiday Pay

1. Nine (9) and ten (10) month employees will have eight (8) paid holidays, namely:

   a. Labor Day
   b. Thanksgiving Day
   c. Christmas Day
   d. New Year's Day
   e. Martin Luther King Day
   f. President's Day
   g. Memorial Day
   h. Good Friday (when not on school calendar as instruction day for students).

2. Ten (10) month employees receive all of the holidays above plus Christmas Eve and New Year's Eve.

3. Twelve (12) month employees receive all of the holidays above plus Independence Day and Friday after Thanksgiving.

4. If a holiday would normally fall on a Saturday or Sunday, then the preceding Friday or the following Monday will be declared to be the holiday.

5. If an employee is absent the day before or after a holiday, they shall provide a medical excuse for the days missed, upon request, to receive holiday pay. If a medical excuse is requested and the employee cannot provide the excuse, they shall not receive the holiday pay.

D. Severance Payment

1. General -- Retirement pay shall be a one-time lump sum payment to eligible employees according to the following provisions:

2. Eligibility

   a. An employee's eligibility for retirement pay shall be determined as of the final date of employment. The criteria are as follows:

      (1) The unit member retires from the District.

(2) Retirement shall be defined as disability or service retirement as specified in O.R.C. §3309.34 (School Employees Retirement System).

(3) The unit member must be eligible for disability or service retirement as of his/her last date of employment with the Board.

(4) The unit member must meet the minimum requirements of eligibility as stated in O.R.C. §124.390(A).

(5) The unit member must sign a form provided by the Board when he/she picks up the District's retirement check certifying that all of the above eligibility criteria have been met.

b. If an employee dies while in the employ of the Board, his/her estate shall be paid an amount equal to what the employee would have received had he/she retired.

3. Benefit Calculation

The retirement pay benefits shall be calculated according to the following:

a. Multiply the employee's accrued, but unused, sick leave by one-fourth (1/4).

b. Multiply the product times the per diem rate of pay appropriate for that individual's placement of the base salary.

c. The amount of the benefit calculated in steps 1 and 2 above shall not exceed the value of seventy-five (75) days of accrued, but unused, sick leave.

d. Receipt of payment of accrued, but unused, sick leave shall eliminate all sick leave credit accrued by the employee.

E. <u>In service Training</u>

The President of the SSLCEA and/or designee and the Superintendent and/or designee will meet in May of each school year to determine the in service needs for classified employees. The in service topics, scheduling of in service days and requirements to attend will be discussed and finalized. In service training may be required. These days may be scheduled during the regular work year at no loss of pay or benefits to the employee. Employees who must attend in service training that is held outside of the contracted work year will be compensated at the employee's contracted hourly rate.

Employees are eligible to participate in advanced training programs leading to a degree, license or certification. Employees who participate in these programs must have prior approval from the Superintendent to receive a two percent (2%) adjustment on their hourly rate of pay. The two percent (2%) pay increase will be for each block of six (6)

semester hours or the equivalent CEU's, quarter hours or contact hours. Employees may be granted the two percent (2%) pay increase five (5) times (for a total of a ten percent (10%) pay increase).

Each employee who participates in advanced training programs as described in the preceding paragraph shall file, either by the fifteenth day of September or the fifteenth day of January of any given school year with the Treasurer of the Board of Education, satisfactory evidence of the completion of such additional training. If the employee files satisfactory evidence by the fifteenth day of September, the Treasurer shall place that employee at the increased hourly rate for the entire work year. If the employee files satisfactory evidence by the fifteenth day of January, the Treasurer shall place that employee at the increased hourly rate from January 1 until the end of the work year. Adjustment shall be made on either date, not to exceed one (1) adjustment per work year.

F. Retirement Incentive Bonus

1. Bargaining Unit Members who meet all of the following criteria are eligible for the Retirement Incentive Bonus.

   a. At least fifteen (15) years of service with the Sheffield-Sheffield Lake School District;

   b. Twenty-five (25) years or more of service under the State Employee Retirement System, or attained the age of fifty-five (55); and

   c. Elect in writing to retire from active service and then retire from active service in accordance with the following guidelines. Eligible Bargaining Unit members who qualify to retire during a school year shall file a written letter of notification with the Superintendent between December 1 and March 1, and retire no earlier than the last day of school in that year and no later than June 30, in that year.

2. The severance bonus payable to the eligible Bargaining Unit member will be in the following amounts:

   a. One-Third (1/3) of the employee's total yearly salary, if the Bargaining Unit member retires in the first year of his/her eligibility after September 1, 2006.

   b. One Fourth (1/4) of the employee's total yearly salary, if the Bargaining Unit member retires in the second year of his/her eligibility.

3. The written notice of retirement shall be submitted in accordance with this provision is irrevocable. Any person eligible who does not elect to retire as set forth above forfeits entitlement to any severance bonus during the term of this agreement.

4. Payment shall be made within thirty (30) calendar days after the member furnishes evidence to the Treasurer of receipt of his/her first retirement payment from the state retirement system. The Bargaining Unit member has the option to defer the severance payments to the following calendar year.

G. Special Pay Plan

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt a "Tax Deferred 403(b) Annuity Plan for Government Employees."

2. The terms of the 403(b) Plan shall include the following:

   a. Participation in the 403(b) Plan shall be mandatory for any employee age 55 and over and actively employed on or after July 1, 2014, who would be entitled to severance pay under Article XII, Section D.

   b. If a retiring employee is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount of the participant's severance pay in accordance with Article XII, Section D.

   c. The required contribution to the 403(b) Plan shall be made within the timeframe described in Article XII, Section D regarding the payment of severance pay; provided, however, that if the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year.

   d. An employee who is a participant in the 403(b) Plan shall complete a 403(b) Plan sponsor enrollment package prior to retirement; and unless and until an employee does so, no contribution of severance pay and/or retirement incentive pay shall be made to the 403(b) Plan on behalf of the employee.

   e. If an employee is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to a Beneficiary of the employee in accordance with the terms of the 403(b) Plan. In the event no beneficiary was designated by the employee, the severance pay will be paid to the deceased's estate.

   f. The plan year of the 403(b) Plan shall be the calendar year.

   g. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan participants.

h. Any employee who is entitled to severance pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments in accordance with Article XII, Section D. The employee may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.

i. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to employees, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the SSLCEA guarantees any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to an employee.

j. In the event an employee is ineligible to participate in the 403(b) Plan and dies, the severance pay shall be paid to the employee's estate.

ARTICLE XIII. – DRUG FREE WORKPLACE

It is the intention of this Article to prevent and/or eliminate substance abuse and its effects involving employees with concern to their regular work duties. This article excludes transportation workers who are covered by Board of Education Policy and Federal Regulations.

A. No employee of the Sheffield-Sheffield Lake City School District while on duty shall unlawfully possess, use, be under the influence of, or distribute illicit drugs, controlled substances, or alcohol.

B. This article does not replace the requirement to report child endangering (ORC §2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempted from this article and shall waive rights under all applicable articles of the negotiated agreement, enabling personnel action to be taken within the limits of the law.

C. "Workplace" is defined to mean the site for the performance of work done in connection with employment. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the School District.

D. Any employee who is found to be under the influence of alcohol or illicit drugs or who admits to, pleads guilty, or is convicted in any court of law for an alcohol or drug violation and which involves use in the workplace shall be referred to and satisfactorily

complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expense, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment and shall waive all rights under all applicable articles of the negotiated agreement, should the employee fail to comply with the provision of this section.

E. Any employee who is found to be under the influence of alcohol or illicit drugs or who admits to, pleads guilty, or is convicted in any court of law for a second alcohol or drug abuse offense which involves use in the workplace shall be suspended for one (1) to five (5) days unpaid and shall be referred to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expense, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment until intervention or treatment as deemed necessary by a physician who consults with the Superintendent. The employee shall not return to his/her employment assignment and shall waive all rights under all applicable articles of the negotiated agreement, should the employee fail to comply with the provision of this section.

F. Any employee who is found to be under the influence of alcohol or illicit drugs or who admits to, pleads guilty, or is convicted in any court of law for a third alcohol or drug abuse offense which involves use in the workplace shall waive all rights under all applicable articles of the negotiated agreement and the Board will act upon the Superintendent's personnel action recommendation.

G. Any employee who pleads guilty, or is convicted in any court of law for an alcohol or drug abuse offense which is a felony, or is a misdemeanor resulting in withdrawal of proper certification, shall waive all rights under all applicable articles of the negotiated agreement; and the Board shall take such personnel action it deems necessary.

H. Employees convicted of violating any federal, state or local criminal drug/alcohol statue, where the violation occurred within the "Workplace" definition of Section 13.07 C., must report the conviction to the Superintendent within five (5) working days of the conviction.

I. <u>Reasonable Suspicion Testing</u>

1. Employees may be tested for alcohol and/or controlled substance misuse at any time, without notice, when a trained supervisor has reasonable cause to believe the employee may be under the influence of alcohol and/or controlled substances or has violated the District's prohibitions against alcohol and/or drug use.

2. An employee who is required to undergo "reasonable cause to believe" testing must be accompanied by a School District representative to the local clinic or medical facility where testing will occur.

3. A determination that reasonable suspicion exists requiring an alcohol and or drug test shall be based upon specific, articulate, contemporaneous observations of the appearance, behavior, speech, or body odors of the employee. The observations may include indications of chronic and withdrawal effects of controlled substances.

4. Alcohol or drug tests will be authorized for reasonable suspicion only if the required observations are made during, the employee's workday. If an alcohol or drug test is not administered within two (2) hours of a determination of reasonable suspicion, the School District will prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol or drug tests will terminate after eight (8) hours.

5. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test.

6. A supervisor or school official who makes a finding of reasonable suspicion also must make a written record of his/her observations leading to a reasonable suspicion drug or alcohol test within twenty-four (24) hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier.

7. Reasonable Cause Test Procedure

   a. Reasonable cause to believe test shall consist of the laboratory analysis of appropriate bodily fluids. Such analysis must be made by a NIDA certified laboratory.

   b. Specimens will be taken by appropriate medical personnel.

   c. At the time the specimens are taken, the individuals to be tested shall be given a copy of the sample collection procedures. In addition, the individual must sign a consent form authorizing the testing and release of the test results to the Superintendent of Schools. Refusal to sign the consent form or to provide a sample will subject the individual in question to disciplinary action.

      In some cases, the individual may be unable to provide a bodily fluid sample. After a reasonable waiting period (not to exceed one (1) hour) and having liquids, if the employee refuses, he or she may be subject to disciplinary action.

   d. Strict procedures on chain of possession will be adhered to in the handling of specimen samples.

8. The District will pay all costs of alcohol and drug testing, assessment, evaluation, return-to duty, and follow-up tests which are not covered by the District's medical insurance plan.

9. An employee shall be considered to be under the influence of alcohol if a test shows that the employee has an alcohol concentration above 0.04.

J. Drug and alcohol testing shall be required of any applicant who has received a conditional offer of employment. The District will not employ anyone who has a positive result from a drug or alcohol test or who refuses to take the drug test. This requirement applies to new hires.

ARTICLE XIV. – LIABILITY PROTECTION

The Association and the Board in an effort to deal with liabilities placed on the Board by O.R.C. §2744 agree to the following stipulations:

A. The Board shall provide for the defense of a member of the bargaining unit in any civil action or proceedings in any state or federal court arising out of any alleged act or omission in connection with a governmental or proprietary function which occurs or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his employment or duty. The duty to provide for an employee's defense required by this section shall not arise when the civil action or proceeding is brought by or on behalf of the Board.

B. The Board shall indemnify and hold harmless all members of the bargaining unit in the amount of any judgment, other than punitive damages, obtained against any such employees in any state court, federal court, or as a result of a law of a foreign jurisdiction, provided that the act or omission connected with either a governmental or proprietary function from which such judgment arose occurred while the employee was acting in good faith within the scope of his employment or duty. This duty to indemnify and hold harmless or pay prescribed by this subdivision shall not arise if the injury or damage resulted from the employee acting or failing to act with malice of purpose, in bad faith, or in a wanton and reckless manner, and/or if a statute specifically imposes liability.

C. The Board further agrees not to enter into any consent judgment or settlement of claim unless the member of the bargaining unit has given express written consent to the same. Nothing herein shall be construed as limiting the Board's authority as a party defendant to settle, compromise and dismiss claims filed against the Board.

D. The Board further agrees that should there be any claim or liability or damages against any member of the bargaining unit pursuant to O.R.C. §2744 that said employee shall have the right to employ co-counsel, at the employee's cost, in any and all actions to defend his or her interests.

E. The Board further agrees that any member of the bargaining unit shall have the right to be represented by an attorney of his or her choice and expense at any meeting between the Board, the insurance company representatives, the attorney representing the insurance company and/or the Board, any deposition relevant to the claim of liability or damages, any meeting between the Board and the person claiming any alleged act or omission in connection with any liability suit.

F. The Board further agrees that none of the materials, excluding incident reports developed by the Administration, relevant to any claim or damages, or allegation or admission of wrongdoing will be placed in the employee's personnel file, and further that no records of relevancy to any employee's alleged culpability in any liability claim may be made part of any employee personnel records or utilized in any way that will adversely impact on the employee's wages, hours or terms and conditions of employment at the time the complaint is filed or at some future date after the complaint has been filed.

G. The Board further agrees that there will be no media release regarding any liability suit which involves the alleged act or omission of a member of the bargaining unit and that any publicity or media release will require the express written concurrence of the member of the bargaining unit involved.

H. The Board further agrees to provide any member of the bargaining unit with sufficient time to secure professional advice before he or she is required to file a written accident report or to give an oral account to the employer or anyone else of the incident that could result in a claim or liability.

I. The Board further agrees that the employee shall have the right to representation of his/her choice at any meeting involving any such complaint or incident that could result in a claim or liability.

J. The Board should provide adequate release time for any employee who is required to attend any deposition, any pretrial hearing and any or all state and federal court hearing involving any and/or all claims of liability. The Board agrees that such release time will not result in the employee's loss of wages or deduction from any Board approved leaves.

K. The Association will encourage all members of the bargaining unit to cooperate with the Board in any defense to all claims of liability.

L. The Association agrees to allow the Board to purchase liability coverage. The Association and the Board further agree that if it becomes necessary for the Board to change carriers, the Board shall notify the Association and provide a copy of any and all new policies to the Association.

ARTICLE XV. – VACANCIES, PROMOTIONS AND TRANSFERS

A. A vacancy shall be defined as a new bargaining unit position created by the Board or one which will be open for thirty (30) workdays or longer as a result of transfer to another position, resignation, termination, death, retirement, and shall be filled by either a current bargaining unit member, or a newly hired person.

B. Notice of all vacancies and newly created positions shall be posted within ten (10) workdays of the occurrence of the vacancy at the administrative designated sites in each school building. A copy of each posting will be forwarded to the Association President for informational purposes.

C. Vacancies shall be posted and open to every person in the bargaining unit for five (5) workdays after the date of posting (ten (10) workdays during the summer, June 15 through August 15).

D. Employees shall submit their bids (on the form provided) to the central office.

E. Copies of all bid forms shall be available at all school buildings and facilities.

F. The vacancy listing will include:

1. The opening and closing date for the posting;
2. Job description for the position (if available);
3. A general description of qualifications needed;
4. Hourly rate of pay, hours, workdays and current location.

G. If filling positions through the bid procedure, the vacancy shall be filled by the employee recommended to the Board by the Superintendent as most qualified, taking into account seniority, the requirements of the job description, pertinent State requirements (e.g., Boiler Operator's license and bus driver's license), the work record as contained in the personnel file, and any other job related qualifications specified in the job description. If all qualifications are equal, seniority will be the determining factor.

1. If the Superintendent determines that no one who has bid for the position is qualified, the Board may then employ an individual from outside the bargaining unit, provided that the Superintendent shall have first conferred with the Association President on the reasons for the decision not to recommend a bargaining unit member to the position. Upon request of the Association President, a written statement of these reasons shall be provided promptly after the conference.

2. If an employee does not receive the vacant position, said employee shall be notified in writing.

H. For a vacancy occurring between June 15th and August 15th each year, the central office shall serve all non-teacher personnel a notification of openings via electronic mail and if requested by the employee, the U.S. Postal Service.

I. The individual who changes jobs to another classification within the Sheffield-Sheffield Lake City School System will have the right, within forty five (45) workdays, to return to his/her previous position at the same status and salary as before. The Board and transferring employee may mutually waive the forty-five (45) workdays, in writing, for the purpose of allowing the Board to post the vacated position. The waiver may be entered into immediately or at any time during the forty-five (45) workday period. A classification-to-classification transfer does not allow return to the original position.

J. An employee who changes jobs to a higher paid job classification position shall work a probationary period of sixty (60) workdays. During this period the employee's supervisor

will give the employee a bi-weekly progress report. Any problems perceived by the Supervisor will be written on the report along with recommendations on how to correct them. A mentor may be assigned to the probationary employee upon recommendation of the supervisor or at the request of the employee.

1. Any time after thirty (30) workdays in a higher paid job classification, an employee is having problems on the new position, a meeting with the employee, Association representative, supervisor and Superintendent/Designee will be set up to determine what the problems are and what the employee has to do to eliminate the problems.

2. If problem and/or problems are still occurring (15) additional workdays after the meeting, the employee will be returned to his/her original position.

3. This procedure shall be followed anytime an employee is having problems in the new position during the sixty (60) workday probationary period.

K. When an employee is hired to an additional position in the same classification, or to an additional position in a different classification, the employee will serve a sixty (60) workday probationary period in the additional position. The supervisor will notify the employee in writing if there are any performance expectations/deficiencies that occur within the first thirty (30) days in the additional position and again after fifteen (15) additional days if any performance/deficiencies still exist. The Board reserves the right to terminate the employee's employment in the additional position, during the last thirty (30) days or at the conclusion of the probationary period, if the Board determines the employee's performance is unsatisfactory.

L. If an employee is not selected through the above procedure, the Board may fill the position with a newly hired employee. It is expressly understood that the Civil Service Commission shall have no authority or jurisdiction as it relates to the transfer of bargaining unit personnel.

M. An employee may hold more than one (1) bargaining unit position; so long as the hours do not conflict and that the total hours do not exceed eight (8) hours per day.

N. The Board will determine whether a position in a classification is to be filled.

O. An individual who is transferring to a new job may be provided with a mentor

P. Should the Board of Education decide to create temporary, summer jobs, the positions will be posted. Effective June of 2010, the rate of pay for these jobs will be $10.50 per hour.

Q. Before employees are reassigned to staff the new school, the Superintendent agrees to meet with the SSLCEA leadership.

ARTICLE XVI. – PERSONNEL FILES

A. A personnel file shall be maintained for each employee in the Superintendent's office, and such file shall be the only official file for the employee.

B. Any information being added to said employee's personnel file will require the notification of said employee.

C. If the employee disputes the accuracy, relevance, timeliness or completeness of information on him or her maintained in said file, he or she may request an investigation of the current status of the information pursuant to O.R.C. §1347.09.

D. Said employee shall have the right to attach a rebuttal on any material in his/her file.

E. Unless subpoenaed, the file shall be confidential with access limited to the employee, the Superintendent and/or other administrator, the Treasurer for the Board and/or members of the Board. Requests for access to the file shall be made to the Superintendent or the Treasurer of the Board. If legal action occurs as a result of this provision, the parties agree to hold each other harmless.

ARTICLE XVII. – TRANSPORTATION

A. Regular Driver Classifications

1. Regular bus drivers will be paid for a minimum of four (4) hours per day.

2. Anyone working past their regular assigned bid time shall be paid for all such time.

B. Scheduled Routes

1. All routes shall be open for bid annually on the last Friday in September. The most senior employee shall have first choice with the bidding and then follow down the seniority list. Drivers shall start each school year driving their most recently assigned route. Any dispute as to route assignments prior to bidding shall be conclusively resolved by the Transportation Supervisor and without resort to the grievance procedure.

2. If the scheduled route of a driver becomes open due to death, resignation or dismissal of a driver, the scheduled route, time and bus shall be posted for bids.

   If the handicapped runs become vacant, the position will be open for bids and Article XVII, Section B(3) will apply.

3. All bids open for scheduled routes will be submitted in writing to the supervisor. If two (2) or more bus drivers apply, the most senior employee shall receive their choice for a route.

C. Extra Trips

1. Extra trips shall be defined as trips that are extra to the daily scheduled routes. Extra trips do not include those activities for which transportation means other than school buses have been selected by the staff members in charge of the activity, so long as no more than nine (9) students are to be transported on one (1) vehicle.

2. Regular drivers shall be selected for extra (field) trips by seniority on a rotation basis.

3. Extra trips shall be paid at the driver's regular rate of pay.

4. When reporting for an extra trip that is canceled without the driver being notified, the driver shall be paid for two (2) hours.

5. If a trip leaves in the middle of the afternoon, the regular driver shall have the option of taking the extra trip or his regular route before a substitute is assigned.

6. Posting for extra trips shall include the expected time the student trip is to leave and the approximate time it is to return. The posting shall also include if the bus driver is to return to the bus garage after leaving the students at their destination, whether the driver is to subsequently return to the site to pick up the students and the time the driver is to return to pick up the students. If the driver of any extra trips is to remain on-call, he/she shall be paid for all time he/she is on call. Prior to the trip, Administrative approval shall be received if the bus driver is to remain on call.

D. Shuttle Runs

Shuttle runs shall be defined as bus runs within the Sheffield-Sheffield Lake School District, which do not exceed one half (1/2) hour in total length. All shuttle runs shall be assigned to either the end or the beginning of a driver's regular route as an extension of that route. Shuttle runs shall be assigned to drivers on the basis of seniority on a rotation basis.

E. Physical Examination

The Board will pay for the required annual school bus driver's physical examination at a Board designated doctor. If the driver goes to a physician of his or her own choice, the Board will reimburse the driver up to the cost charged by the Board approved doctor.

F. Bus Maintenance

1. The driver shall make a visual safety inspection each day, and keep the inside of their bus clean.

2. Drivers shall not be required to wash the exterior of their buses. Drivers who choose to wash their own buses shall be permitted as scheduled by the Transportation Supervisor. Buses not washed by their own drivers will be washed in accordance with the procedure set forth as follows. Bus drivers may sign up to be in a pool of drivers who will be used to wash school buses as directed by the Transportation Supervisor. The drivers in the pool will be used on a seniority rotation basis. If a driver washes a bus, they will be paid for their time at their hourly rate of pay. If no driver signs up to wash buses, or if the drivers who sign up are not able to wash buses, or the drivers in the pool washing another driver's bus would receive overtime as a result of the additional hours, the Transportation Supervisor may use other methods or another driver in the pool to clean the buses. The Supervisor reserves the right to not use an employee from the pool if he/she is not satisfactorily washing the buses.

3. No driver shall be required to check under the hood when the bus is mechanically down.

4. Bus driver is not responsible for general bus maintenance.

5. Drivers shall not be required to fuel their buses or to close garage doors.

G. Bus Driver's Abstract

The Board shall pay for the bus driver's abstract each year.

H. On Bus Instructor

The position of On Bus Instructor shall be posted and filled in accordance with Article XV. Any bus driver employed as an On Bus Instructor shall be compensated at his/her regular hourly rate of pay. All time spent in the position of Trainer shall be included in determining overtime.

I. Violation of the Drug or Alcohol Policy

If a bus driver violated the Drug Free Workplace section of this Agreement or the Board of Education Policy section 5.12 Alcohol and Drug Abuse Testing policy for Employees Performing Safety-Sensitive Duties, the employee will be reassigned to another position in the bargaining unit. The reassignment will be at the discretion of the Superintendent. The employee will be placed at their current pay rate step for the reassigned job.

ARTICLE XVIII. – FRINGE BENEFITS

A. Full-Time Employees

The following fringe benefits shall be offered to all full-time (thirty (30) hours or more per week) employees of the Board. All qualified employees will pay ten percent (10%) of the premium cost for medical insurance coverage. The Board will pay the premium cost of other insurances offered.

B. A Summary of Covered Benefits – Comprehensive Major Medical

1. Medical Insurance

The Board shall provide a comprehensive major medical plan along with prescription drug benefits. The plan parameters listed below are effective March 1, 2004. Also, effective March 1, 2004, the Board shall arrange to have the employees ten percent (10%) cost calculated for pre tax compensation.

Deductibles

In Network	Out-of-Network
$ 75 Single	$150 Single
$125 Family	$250 Family

Out-of-Pocket Limitations

In Network	Out-of-Network
$325 Single	$650 Single
$375 Family	$750 Family

Hospital Services

In-Network – SuperMed	90% / 10%
Out-of-Network	80% / 20%

Physician Services

In-Network – Emerald	90% / 10%
Out-of-Network	80% / 20%

Co-pay on all Doctor Office Visits	$5.00

2. Prescription Drug Benefits

Mail Order	$10.00 Co-pay 90-day supply
Generic	$20.00 Co-pay
Brand	$30.00 Co-pay

All maintenance drugs shall be mandatory mail order.

The Board has established a Section 125 Flexible Spending Account, whereby participants may elect to contribute pre tax contributions to offset eligible medical expenses and the employee's share of premiums.

3. **Dental Insurance** - The dental plan shall be equivalent to the Blue Cross/Blue Shield Plan currently in effect, group number N-7177. The dental coverage shall have a twenty-five dollar ($25.00) per person, fifty dollar ($50.00) per family, per year deductible clause. Orthodontics benefits and preventive and diagnostic service shall not be subject to the deductible clause. The plan shall pay one hundred percent (100%) for all diagnostic and preventive services, eighty percent

(80%) for all basic restorative services, sixty percent (60%) for major restorative and sixty percent (60%) for orthodontia subject to the maximum amounts allowed in the N-7177 plan.

4. **Term Life Insurance** - Coverage shall be in the amount of Forty Thousand Dollars ($40,000.00) and shall contain an accidental death provision. If possible, a plan shall be selected which provides for conversion of group coverage to individual coverage should an employee terminate employment.

5. **Optical Insurance Coverage** - A vision care insurance plan of coverage at least equivalent to the plan provided by Medical Mutual of Cleveland Vision Care Plan Certificate of Insurance, Form numbers - MMCY 75001 -K4/75 and MMEY 75002 -R6/76.

6. **Hospice Coverage** - The insurance plan shall provide Hospice Coverage.

7. **General Provisions**

   a. All employees shall receive a copy of the life insurance policy and complete plan description for each of the insurance coverage's provided.

   b. Hospitalization Insurance, Major Medical Insurance and Prescription Drug Insurance, Dental Insurance and Optical Insurance shall be single or family plans.

   c. Term Life Insurance shall be single employee plans.

   d. Any employee whose spouse is voluntarily participating in an insurance plan by reason of employment in another company or organization and whose spouse's insurance is designated as the primary carrier shall not be eligible for other than single plan coverage, except when there is coordination of benefits between plans.

   e. Employees may elect to participate in the Sheffield-Sheffield Lake insurance plans with thirty (30) days' notice, if acceptable to insurance carrier.

C. Legislative Changes - HIPAA Regulations

1. Preexisting Condition – The preexisting condition waiting period is not applicable to conditions related to pregnancy, newborns, an adopted child under the age of eighteen (18) or a child placed for adoption under the age of eighteen (18).

2. Special Enrollment Periods – Allows declining participants to later enroll into the plan like a new employee, if certain criteria are met such as: (a) marriage or divorce; (b) birth, adoption or placement for adoption of a child; (c) death of a spouse or child; (d) change in spouse's employment status; (e) change in employees employment status; (f) change in a dependent's eligibility; (g) unpaid leave of absence taken by the employee or spouse; (h) loss of health insurance.

3. COBRA – Coverage will be extended to twenty-nine (29) months if the participant becomes disabled within first sixty (60) days of coverage. A newborn, an adopted child, or a child placed for adoption may enroll. COBRA may be terminated for a participant who becomes covered by a group health plan even if the other plan contains a preexisting clause; if the clause does not apply to the participant because of HIPAA regulations.

4. Creditable Coverage – the plan will except certificates of coverage from new employees and apply the creditable coverage to the preexisting conditions clause. The preexisting condition waiting period will be reduced by the number of days of creditable coverage provided by the employee for new participants who were full covered under another plan within sixty-three (63) days before enrollment in this plan.

5. Mental Health Parity Act – The plan will not have a separate calendar year maximum for outpatient mental health benefits. Services provided by a physician or other provider shall be subject to the following: visits 1-10 will be covered at one hundred percent (100%) of reasonable and customary. Visits 11-36 will be covered at eighty percent (80%) of reasonable and customary.

6. Newborn's and Mother's Health Protection Act – The plan will reflect the hours requirement for newborns and mothers.

7. Qualified Medical Child Support Orders – The plan will reflect court issued child support orders.

8. Eligibility Provisions – The plan will cover children who have been placed for adoption with a covered person.

D. Insurance Cost Containment Committee

1. The Board and the Association Agree to maintain a District Committee consisting of two (2) representatives of the SSLCEA and two (2) representatives of the SSLTA, appointed by the respective Association Presidents, four (4) representatives of the Board, appointed by the Superintendent, the Sheffield-Sheffield Lake Superintendent, and the OEA Consultant, for the purpose of reviewing the current insurance package and determining the possibility of potential saving to the insurance benefit package. No changes shall occur in the negotiated insurance benefit package unless agreed to by consensus of the committee's representative and recommended and ratified by the majority of the members of the SSLCEA, and the Board of Education respectively.

2. The Committee will meet at least quarterly on mutually agreed to dates. If the committee decides to meet after school hours, SSLCEA members will be compensated at their pro-rated hourly base rate.

E. Part-Time Employees

1. Any employee working twenty (20) hours to thirty (30) hours per week may choose any medical coverage (single or family plan: dental, prescription and life and health insurance) with the employee paying fifty percent (50%) at the group cost.

2. Any employee working less than twenty (20) hours per week choosing medical coverage (single or family plan: dental, prescription and life and health insurance) may pay one hundred percent (100%) at the group cost.

F. Health Benefit Opt-Out Compensation Plan

1. Each full-time employee who elects to participate in none of the insurance plans (major medical, prescription, drug, dental, vision) will receive the following cash payment in lieu of coverage:

Family	**Single**
$3,500	$1,500

2. Employees must elect to opt-out of coverage during the annual enrollment period in September. Payment will be made on the first pay in December. An employee married to another employee in the District is not eligible for any opt-out payment.

3. The following deductions will be made from the cash payment: Board and employee contributions to the retirement system, federal and state taxes, and Medicare (if possible).

4. Should an employee have a status change during the year (12 months), the employee will have the needed benefits reinstated by making written notification to the Treasurer of the District. The cash payment will be prorated and the employee will be required to reimburse the Board for any overpayment.

ARTICLE XIX. – EQUAL RIGHTS CLAUSE

The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all members of the bargaining unit. The Board shall not discriminate against employees because of membership in the Association or participation in Association activities.

ARTICLE XX. – CONFLICT WITH LAW

A. If any provision of this Master Contract, or any application of the provisions of the Master Contract, or any agreement reached under its terms, conflicts with any federal or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative, but the remaining provisions hereof shall remain in effect. All portions of the provision(s) in question, which are not contrary to law, shall remain in effect.

B. If any provision of the Contract is deemed invalid as described above within the first twenty-four (24) months of the agreement, then the parties will meet to negotiate any necessary change in the agreement relative to the affected provision within sixty (60) days by demand of either party. However, if the invalidity occurs within the last twelve (12) months of the Contract, the parties shall wait until the negotiations of the new contract to resolve the issue.

ARTICLE XXI. – PROFESSIONAL DEVELOPMENT

Employees may request to participate in professional development activities related to their current assignments, and when approved by the Superintendent/designee, such training shall be at Board expense and without loss of pay.

ARTICLE XXII. – TECHNOLOGY USE

All employees are expected to comply with the District's Acceptable Use Policy, regarding use of computers, internet and other technological resources.

ARTICLE XXIII. – DURATION OF AGREEMENT

This Agreement shall be effective the first day of July, 2014, to the 30th day of June, 2015, except as otherwise noted.

FOR THE BOARD:

President, Board of Education

Superintendent, Board of Education

Treasurer, Board of Education

FOR THE ASSOCIATION:

President, Sheffield-Sheffield Lake Classified Employees Association (OEA/NEA) Local

Secretary, Sheffield-Sheffield Lake Classified Employees Association (OEA/NEA) Local

Non-Certified Wage Index

Sheffield-Sheffield Lake City Schools
Non-Certified Index

Position	Step												
	1	2	3	4	5	6	7	8	9	10-11	12-15	16-20	21+
Paraprofessionals: Transportation, Monitor, Crossing Guard	1.0000	1.0231	1.0499	1.0754	1.1010	1.1253	1.1594	1.1898	1.2263	1.2871	1.3297	1.3443	1.3637
Paraprofessionals: Special Ed, Library, Educational, MH Transportation	1.0268	1.0474	1.0730	1.1010	1.1314	1.1496	1.1825	1.2153	1.2518	1.3139	1.3564	1.3723	1.3905
Asst Bus Mechanic	1.3248	1.3479	1.3710	1.3905	1.4246	1.4526	1.4805	1.5122	1.5462	1.6180	1.6606	1.6776	1.6946
Bus Driver	1.3759	1.4027	1.4246	1.4513	1.4769	1.5073	1.5328	1.5693	1.5961	1.6715	1.7153	1.7299	1.7482
Cleaner	1.0693	1.0912	1.1095	1.1411	1.1703	1.1946	1.2251	1.2567	1.2859	1.3528	1.3954	1.4112	1.4294
Clerk	1.2336	1.2591	1.2810	1.3102	1.3333	1.3662	1.3942	1.4246	1.4586	1.5304	1.5730	1.5888	1.6071
Cook	1.0474	1.0730	1.0998	1.1277	1.1472	1.1776	1.2141	1.2360	1.2689	1.3418	1.3856	1.4002	1.4185
Custodian	1.3637	1.3869	1.4075	1.4331	1.4611	1.4915	1.5158	1.5499	1.5815	1.6545	1.6971	1.7141	1.7311
Graphics	1.2336	1.2591	1.2810	1.3102	1.3333	1.3662	1.3942	1.4246	1.4586	1.5304	1.5730	1.5888	1.6071
Head Cook	1.1387	1.1594	1.1825	1.2105	1.2336	1.2628	1.2920	1.3248	1.3564	1.4258	1.4684	1.4830	1.5024
Head Custodian	1.3808	1.4039	1.4246	1.4501	1.4781	1.5085	1.5328	1.5669	1.5985	1.6715	1.7141	1.7311	1.7482
Maintenance	1.4234	1.4465	1.4672	1.4988	1.5231	1.5511	1.5803	1.6131	1.6436	1.7226	1.7652	1.7798	1.7993
Secretary	1.2445	1.2701	1.2920	1.3212	1.3443	1.3771	1.4051	1.4355	1.4696	1.5414	1.5839	1.5998	1.6180
Server	1.0268	1.0474	1.0730	1.1010	1.1314	1.1496	1.1825	1.2153	1.2518	1.3139	1.3564	1.3723	1.3905

2014-2015 WAGE RATE SCALE

Sheffield-Sheffield Lake City Schools
Non-Certified Wage Rate Scale
Effective 7/1/14 through 6/30/15
1% Increase over previous scale

Percent Raise	1.00		
Base Hrly Rate	$ 11.29	New Base Rate (Aide)	$11.40

Position	1	2	3	4	5	6	7	8	9	10-11	12-15	16-20	21+
Paraprofessionals: Support	$11.40	$11.67	$11.97	$12.26	$12.55	$12.83	$13.22	$13.57	$13.98	$14.68	$15.16	$15.33	$15.40
Paraprofessionals: Educational	$11.71	$11.94	$12.24	$12.55	$12.90	$13.11	$13.48	$13.86	$14.27	$14.98	$15.47	$15.65	$15.86
Asst Bus Mechanic	$15.11	$15.37	$15.63	$15.86	$16.24	$16.56	$16.88	$17.24	$17.63	$18.45	$18.94	$19.13	$19.32
Bus Driver	$15.69	$15.99	$16.24	$16.55	$16.84	$17.19	$17.48	$17.89	$18.20	$19.06	$19.56	$19.73	$19.93
Cleaner	$12.19	$12.44	$12.65	$13.01	$13.34	$13.62	$13.97	$14.33	$14.66	$15.43	$15.91	$16.09	$16.30
Clerk	$14.07	$14.36	$14.61	$14.94	$15.20	$15.58	$15.90	$16.24	$16.63	$17.45	$17.94	$18.12	$18.33
Cook	$11.94	$12.24	$12.54	$12.86	$13.08	$13.43	$13.84	$14.09	$14.47	$15.30	$15.80	$15.97	$16.18
Custodian	$15.55	$15.81	$16.05	$16.34	$16.66	$17.01	$17.28	$17.67	$18.03	$18.87	$19.35	$19.55	$19.74
Head Cook	$12.98	$13.22	$13.48	$13.80	$14.07	$14.40	$14.73	$15.11	$15.47	$16.26	$16.74	$16.91	$17.13
Head Custodian	$15.75	$16.01	$16.24	$16.54	$16.85	$17.20	$17.48	$17.87	$18.23	$19.06	$19.55	$19.74	$19.93
Maintenance	$16.23	$16.49	$16.73	$17.09	$17.37	$17.69	$18.02	$18.39	$18.74	$19.64	$20.13	$20.29	$20.52
Secretary	$14.19	$14.48	$14.73	$15.07	$15.33	$15.70	$16.02	$16.37	$16.76	$17.58	$18.06	$18.24	$18.45
Server	$11.71	$11.94	$12.24	$12.55	$12.90	$13.11	$13.48	$13.86	$14.27	$14.98	$15.47	$15.65	$15.86
Van Driver	$11.40	$11.67	$11.97	$12.26	$12.55	$12.83	$13.22	$13.57	$13.98	$14.68	$15.16	$15.33	$15.55

2 pm to 11 pm Differential	$0.15
Shifts starting at 11pm Differential.	$0.30

A minimum of 120 days in a step, during any fiscal year is required to move to the next step.
Step 12 means in the twelfth year after July 1st

Employees on step 21 will receive a $250 stipend if they work under 4 hours and a $500 stipend for all employees that work 4 hours and over.

Employees will not receive Shift Differential pay for work started prior to their normal shift.

All bargaining unit members not receiving a step will receive a $500 stipend if regularly working 4 or more hours per day, or $250 if regularly working less than 4 hours per day, to be paid in the first payroll of the 2014-2015 School Calendar. To be eligible for this payment, the bargaining unit member must have been employed by the Board as of the end of the 2013-2014 school year.

Informational Use Only (Not Part of the Negotiated Agreement): Important dates for the School Year 2015 – Insurance Opt-Out – Due by Sept. 12 (Paid first pay in December). Uniform Allowance – Due by Oct. 21 (Paid first pay in December). Personal Day Conversion – Due May 15-May 30 (Stipends paid first pay in September).

APPENDIX B

GRIEVANCE REPORT FORM

SHEFFIELD-SHEFFIELD LAKE CITY SCHOOLS

Type of Grievance	Distribution of Form
___Level 1	1. Superintendent
___Level 2	2. Principal/Immediate Supervisor
___Level 3	3. Association Representative
___Level 4	
___Level 5	

Building	Assignment	Name of Grievant	Date filed

A. Date cause of grievance occurred:

B.

1. Statement of grievance including specific section(s) of contract claimed to be violated

2. Relief sought:

Signature: _____

Date: _____

C. Disposition:

Signature: _____

Date: _____

Add additional pages if needed. Summary of meetings to be attached.

Pepple & Waggoner, Ltd.
ATTORNEYS AT LAW
Crown Centre Building
5005 Rockside Road, Suite 260
Cleveland, Ohio 44131-6808
(216) 520-0088
Fax (216) 520-0044
www.pepple-waggoner.com

Writer's e-mail:
klocke@pepple-waggoner.com

September 26, 2014

VIA ELECTRONIC MAIL ONLY

Office of the Clerk
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

Re: Sheffield-Sheffield Lake City School District Board of Education and Sheffield-Sheffield Lake Classified Employees Association (OEA/NEA) Local Negotiations
SERB Case No. 2014-MED-02-0099
Our File No. 108-142-14

Gentlemen:

Enclosed herewith please find the executed Negotiated Agreement between the above-captioned parties. This Negotiated Agreement is filed pursuant to OAC §4117-9-07.

Thank you for your assistance in this matter.

Very truly yours,

Kevin J. Locke

KJL/dlm
Enclosure
cc: Mr. Michael Cook, Superintendent (w/enc.)(via electronic mail)
Mr. Todd Jaeck, OEA Labor Relations Consultant (w/enc.)(via electronic mail)