12-15-14
14-MED-04-0498
2252-02
K31646

NEGOTIATED AGREEMENT

between the

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL 246

and the

NORDONIA HILLS CITY SCHOOL DISTRICT

Effective July 1, 2014 through June 30, 2017

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	1
1	RECOGNITION AND DURATION	1-3
2	NEGOTIATING PROCEDURES	3-5
	2:01 Scope	3
	2:02 Submission of Issues	3
	2:03 Negotiation Teams	4
	2:04 Negotiation Meetings	4
	2:05 Confidentiality	4
	2:06 Mediation	4-5
	2:07 Reaching Agreement	5
	2:08 Consistency with the Law	5
3	GRIEVANCE PROCEDURES	5-9
	3:01 Grievance	5
	3:02 Purpose and Objective	5
	3:03 Time Limits	6
	3:04 Process	6-7
	3:05 Step I of the Written Grievance	7
	3:06 Step II of the Written Grievance	8
	3:07 Step III of the Written Grievance	8-9
	3:08 Conferences	9
	3:09 Miscellaneous	9
4	COMPENSATION	10-19
	4:01 Pay Procedures	10-11
	4:02 Overtime/Additional Time	11-13
	4:03 Calamity and Emergency Days	13-14
	4:04 Severance Pay	14-15
	4:05 Board Tax Sheltering of Employee's SERS Contribution	15-16
	4:06 Fair Share Fee and Dues Deduction	16-17
	4:07 Wage Schedule	18-19
5	FRINGE BENEFITS	19-24

ARTICLE		PAGE
6	LEAVES	24-31
	6:01 Sick Leave	24-26
	6:02 Personal Leave	26-28
	6:03 Assault Leave	28-29
	6:04 Illness/Disability Leave	30
	6:05 Maternity Leave	31
	6:06 Military and Jury Service	31
7	SENIORITY	31-33
8	VACANCIES	33-34
9	REDUCTION IN FORCE	34-39
	9:05 Bumping Rights	35-36
	9:06 Reinstatement from Reduction in Force	36-37
	9:07 Classification/Paygrade Ranking Order for Reduction in Force and Reinstatement (See 4:07.2)	37-39
10	WORKING CONDITIONS	39-46
	10:01 School Calendar	39
	10:02 Work Schedule	39-42
	10:03 Paid Holidays	42
	10:04 Vacations	43-44
	10:05 Occupational Safety and Health	45
	10:06 Discrimination	45
	10:07 Wellness	45
	10:08 Criminal Background Check	46
	10:09 Job Descriptions	46
11	ASSOCIATION RIGHTS AND ACTIVITIES	46-47
12	EVALUATION PROCEDURES	47-50
	12:01 Employee Rights	47-48
	12:02 Employee Evaluation	48-49
	12:03 Classified Employee Growth Plan	50

ARTICLE PAGE

13 TRANSPORTATION 50-59

13:01 Assignment of Regular Routes 51
13:02 Open Route During the School Year 51
13:03 Open Route During Summer Months 51
13:04 Transportation of Special Education Students 51-52
13:05 Assignment of Field Trips 52-57
13:06 Assignment of Mid-Day Runs 57
13:07 Working Hours – Regular Hours 58

14 FAIR DISCIPLINE PROCEDURE 59

APPENDICES

A CLASSIFIED EMPLOYEE EVALUATION FORM 60
B CLASSIFIED EMPLOYEE GROWTH PLAN 61
C REQUEST FOR PERSONAL LEAVE 62
D GRIEVANCE FORM 63
E VACATION REQUEST FORM 64
F SICK LEAVE DONATION FORM 65
G WAGE SCHEDULE 66-72
H PERSONAL LEAVE BANK 73

PREAMBLE

This agreement is between the Board of Education of the Nordonia Hills City School District (hereinafter referred to as the Board) and the Ohio Association of Public School Employees, on behalf of O.A.P.S.E., Local 246 (hereinafter referred to as the Association). The Association is affiliated with the American Federation of State, County and Municipal Employees Local AFSCME Local #4-AFL-CIO.

ARTICLE 1 – RECOGNITION AND DURATION

1:01 The Board recognizes the Association as the sole and exclusive bargaining agent for all employees now employed or to be employed in the Nordonia Hills City School System in the following classification series:

I. Food Service Employees: Food Service Worker, Assistant Manager Elementary/Middle/High School, Manager Elementary, Manager Middle/High School.

II. Clerical: Board of Education Registrar, Administrative Assistant, Clerk.

III. Special Needs Intervention: Transportation Attendant, Building Interventionist, One-on-One Interventionist.

IV. Educational Assistance: Student Supervisor, Paraprofessional, Media Resource.

V. Operations: Full-Time Custodial Duty, Evening/Night Foreman, Courier, Elementary Building Foreman, Middle & High Building Foreman, Maintenance, Assistance Maintenance Supervisor.

VI. Transportation Driver, Assistant Mechanic, Head Mechanic.

VII. Transportation Resource.

VIII. Safety and Security: Building/Grounds Monitor.

Employees in the following classifications are excluded from the bargaining unit:

Executive Assistant to Superintendent
Administrative Assistant to Assistant Superintendent
Administrative Assistant to Business Director
Administrative Assistant to Curriculum and Instruction
Administrative Assistant to Treasurer
Assistant Treasurer

Payroll Clerk
Athletic Director
Operations Supervisor
Food Service Supervisor
Auxiliary Service Personnel
EMIS Coordinator

1:02 The Association recognizes that the Board shall at all times exercise its exclusive authority, as granted by law, to establish policy in all matters.

1:03 The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitution of the State of Ohio and the United States, including all of the rights defined in Revised Code Section 4117.08.

1:03.1 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion of policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.

1:03.2 Direct, assign, supervise, evaluate, or hire employees.

1:03.3 Maintain and improve the efficiency and effectiveness of governmental operations.

1:03.4 Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.

1:03.5 Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.

1:03.6 Determine the adequacy of the work force.

1:03.7 Determine the overall mission of the employer as a unit or government.

1:03.8 Effectively manage the work force.

1:03.9 Take actions to carry out the mission of the public employer as a governmental unit.

1:04 The exercise of management rights by the Board shall be limited only by the terms of this agreement.

1:05 The negotiated agreement shall be effective July 1, 2014 through and including June 30, 2017.

1:06 This Agreement constitutes the entire Agreement between the parties and it supersedes all prior understandings (written and oral) not specifically incorporated in the Agreement. Changes to the Agreement will be made only with the mutual agreement of the Board and the Association, using the Memorandum of Understanding process stated below.

1:06.1 The Board and the Association agree to establish a Classified Labor Management Committee (CLMC). This CLMC will consist of the Association President, four (4) bargaining unit members and up to five (5) members from the administration. The CLMC will meet as needed and use the Interest Based Bargaining (IBB) process to address issues that arise.

1:06.2 Occasionally, members of the CLMC will mutually agree that a written resolution to an issue is required during the life of this Agreement. In such cases, the CLMC will, using the IBB process mutually agree to and write a Memorandum of Understanding that resolves this specific issue.

Once the Memorandum of Understanding is ratified by a vote of the Bargaining Unit membership, it will be presented to the Board for its approval. A ratified and approved Memorandum of Understanding will remain in force during the life of the Agreement and will, by mutual agreement, become part of future Agreements.

1:07 For the duration of this contract, neither the Association, its agents, nor the employees represented by the Association or union shall engage in, assist in, sanction or approve any strike, slowdown or withholding of services against the school system.

1:08 Clerks will be cross-trained in the payroll and accounts payable processes.

ARTICLE 2 – NEGOTIATING PROCEDURES

2:01 SCOPE

Negotiations are limited to wage, fringe benefits, terms and conditions of employment.

2:02 SUBMISSION OF ISSUES

The Board spokesperson shall prepare a joint letter to be signed by the Board and Association spokespersons, notifying the State Employment Relations Board (SERB) of the commencement of negotiations. The impasse procedure specified in Article 2:07.4 of this Agreement will be used if necessary. A copy of the current contract shall accompany the letter to the SERB.

2:03 NEGOTIATION TEAMS

The Board and the Association shall be represented by negotiation teams with a maximum of six (6) members.

2:04 NEGOTIATION MEETINGS

2:04.1 Upon receipt of a written request for a meeting, either party will have five (5) regularly scheduled working days to reply to the request. Within ten (10) regularly scheduled working days after receipt of the reply, both parties involved will establish a mutually agreeable site, date and time for a meeting.

2:04.2 Once the meeting date, time and place have been established by both parties, the following procedures will be used: in the first meeting, the Association will present its written proposals and give the Board sufficient time to return with a written counter-proposal and render an explanation. Subsequent meetings will be used to negotiate the proposals until a tentative agreement is reached. If the IBB process is employed, the parties will exchange issues at the same time.

2:04.3 Each meeting will be held in executive session.

2:04.4 Negotiation sessions shall normally be scheduled at time and dates that do not interfere with normal school and work schedules.

2:04.5 Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period, mutually agreed upon, to caucus.

2:05 CONFIDENTIALITY

2:05.1 News releases shall require mutual agreement.

2:05.2 The Association may issue general reports to its membership on the progress of negotiations as long as such reports do not violate the confidentiality requirements in Article 2:04.

2:06 MEDIATION

2:06.1 In the event following the completion of the sixty (60) day period, or a date mutually agreed upon, an impasse develops, both parties agree to mutually request assistance from the office of Federal Mediation and Conciliation Services.

2:06.2 The mediator assigned to assist shall have authority to participate in the negotiation sessions as may be necessary to resolve the issues that the parties have declared to be at impasse.

2:06.3 The mediation service may be terminated by mutual agreement between the Board and the Association.

2:06.4 If mediation fails to resolve the impasse within sixty (60) days of the first sessions with the mediator, the continued use of the service shall require mutual agreement between the Board and the Association.

2:07 REACHING AGREEMENT

Within thirty (30) days from the time the tentative agreement is reached by the parties, it shall be submitted first to the Association and then to the Board for ratification. Upon ratification, it shall be signed by the appropriate representatives.

2:08 CONSISTENCY WITH THE LAW

If any provision of this agreement between the Board and the Association shall be found contrary to law by court decision or SERB, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event that an article(s) is voided through a legal declaration, the issue(s) may be renegotiated at any time if there is mutual agreement to do so by the Board and the Association.

ARTICLE 3 – GRIEVANCE PROCEDURES

3:01 GRIEVANCE

Definition: The term "GRIEVANCE" is defined as a dispute between the Board and the Association, or between the Board and an employee(s) concerning the interpretation and/or application of, or compliance with any provisions of this agreement and Board Policy relating to the classified staff. When any such grievance arises, the following procedure shall be observed.

3:02 PURPOSE AND OBJECTIVE

The primary purpose of this procedure shall be to obtain at the lowest administrative step, and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

3:03 TIME LIMITS

3:03.1 A "day" shall be defined as a calendar day excluding Saturdays, Sundays, and all legal holidays. The number of days indicated at each step is considered a maximum.

3:03.2 If a grievance is not initiated at STEP ONE within ten (10) days after the grievant knew of the event or condition upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.

3:03.3 At steps I thru III, all grievances must be appealed to the next formal step within ten (10) days unless the local President and Assistant Superintendent or their designees mutually agree to an extension.

Failure to do so shall deem the grievance settled on the basis of the disposition at the previous step. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next step.

3:04 PROCESS

3:04.1 An employee(s) having a grievance must take it up orally with his/her supervisor. If not settled in this manner, within ten (10) days, a grievance then must be written by the employee(s) stating the basis for the grievance. The Local's building representative shall be included in this meeting. The failure of the grievant to include the building representative in this meeting shall mean the grievance shall not be processed further. Grievances involving discipline shall be filed with the Business Director and shall not require a meeting with the immediate supervisor.

3:04.2 Prior to the grievance moving to Step 1, the grievance will be reviewed by Grievance Committee.

3:04.3 The process for grievances shall start with the grievance being reviewed by a Local 246 grievance committee. If this process is not followed, the grievance shall be withdrawn but may be refiled if time for filing remains. If the grievance is to proceed further, the process continues with the following supervisory personnel:

**Food Service .....Food Service Supr.
Clerks .....Treasurer
Administrative Assistants .....Building Principal
Media Resource .....Building Principal
Transportation Resource .....Operations Supr.
Student Supervisors .....Building Principal

Paraprofessional.....Building Principal
Building Interventionist .....Building Principal
One-One Interventionist.....Building Principal
Board of Education Registrar.....Superintendent/designee
Transportation Attendant .....Operations Supr.
**Custodians (Including Evening/Night
Foreman, Elementary Building
Foreman, Middle & High School
Building Foreman) .....Operations Supr.
Maintenance.....Operations Supr.
Courier .....Operations Supr.
Transportation Personnel .....Operations Supr.
Central Office.....Immediate Central Office Supr.
Assistant Maintenance Supervisor.....Operations Supr.
Buildings and Grounds Monitor .....Building Principal

** The food service manager and building foreman cannot issue a formal response to a grievance. However, they and supervisors will be consulted by the building principal before she/he issues an oral answer to the grievance.

3:05 STEP I OF THE WRITTEN GRIEVANCE

3:05.1 If the grievance is not resolved orally, the aggrieved employee(s) shall file a grievance in writing, in triplicate, to the Business Director. The written grievance shall list the date of the oral discussion, which shall be initialed by the supervisor. The written grievance shall be prepared jointly by the building representative and grievant, shall specify the section(s) allegedly violated, the dates of such violations, how the employee believes the contract provision(s) has been violated and suggested resolutions. If this process is not followed, the grievance shall be withdrawn but may be refilled if time for filing remains.

3:05.2 The Business Director shall within ten (10) days after receipt of the grievance meet with the aggrieved employee(s) his/her immediate Supervisor, the Grievance Chairperson, and the President to review the grievance. The Business Director shall submit a written answer to the aggrieved employee(s) within ten (10) days with copies to the Superintendent, the President, Grievance Chairperson, and upon request to the area OAPSE office.

3:05.3 Prior to the grievance moving to Step II, the grievance will be reviewed by OAPSE Field Rep and Grievance Committee.

3:06 STEP II OF THE WRITTEN GRIEVANCE:

If the aggrieved employee(s) is not satisfied with the Business Director's written reply, he/she has ten (10) days to appeal this decision to the Ass't Superintendent. The appeal shall include all materials previously submitted. The Assistant Superintendent shall set up a meeting within ten (10) days of receipt of the grievance and notify the aggrieved employee(s) at least ten (10) days prior to the hearing date. The Assistant Superintendent shall provide the aggrieved employee(s) a written answer within ten (10) days after the meeting, with copies going to the parties mentioned above, including the OAPSE Field Office. The time lines for the response may be extended by mutual agreement of the Local President and Assistant Superintendent or their designees.

3:07 STEP III OF THE WRITTEN GRIEVANCE

3:07.1 If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant (through OAPSE) may request a hearing before an Arbitrator. With the agreement of the parties, the dispute may be submitted to grievance mediation through FMCS.

3:07.2 The request for arbitration shall be made within thirty (30) days following receipt of the disposition of the grievance in Level Two. The request for arbitration shall be made in writing to the Superintendent. Within ten (10) days following receipt by the Superintendent of the request for arbitration, the Board or its designated representative and the grievant shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of Arbitrators.

Arbitrators will be selected as follows:

a. A mutual request for a list of names shall be submitted to AAA. It shall be specified within the request that no less than three (3) arbitrators named by AAA shall be from Ohio. Each party may request one additional list.

b. The list of names shall be reduced to one by the alternate-strike method. The party striking the first names shall be determined by a toss of the coin.

3:07.3 Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

3:07.4 The arbitrator shall hold the necessary hearing promptly, and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association and the grievant.

3:07.5 The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from, or modify the language therein, in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to his/her, and to submit observations or declarations of opinion, which are directly essential in reaching the determination.

3:07.6 The costs for arbitration shall be shared equally by the Board and the Association. If the grievance proceeds to arbitration without support of the Local, the grievant shall be responsible for one-half the costs of arbitration.

3:08 CONFERENCES

Conferences required by this procedure will be scheduled at such times as will cause little or no disruption to the normal operation of schools.

3:09 MISCELLANEOUS

3:09.1 There shall be no reprisals against any employee(s) for filing a grievance.

3:09.2 If changes are made in the supervisor structure, the Superintendent or designee shall notify the President of the Association in writing.

3:09.3 Nothing contained herein will be construed as limiting the fight of any bargaining unit member from resolving a grievance at the informal level without intervention of the Association, provided the resolution is consistent with the terms of this Contract and the Association has been given the opportunity to be present and to state its views.

3:09.4 Employee(s) shall be required to be represented by local O.A.P.S.E. officials beginning with Step I of the grievance procedure and other O.A.P.S.E. representative beginning at Step II.
(Form: See Appendix D)

ARTICLE 4 – COMPENSATION

4:01 PAY PROCEDURES

4:01.1 The salary notice shall be issued according to law. Persons employed by a salary notice for eleven (11) months or more are full-time employees. Employees with salary notice for less than eleven (11) months per year shall be considered short-time employees.

4:01.2 The Board shall have the right to give prior service credit at no more than Step 2 for related work and placement on the salary schedule. The classified central office positions are limited to Step 3.

4:01.3 Any employee, permanently promoted within his/her own classification series to a higher paying pay grade shall be advanced to the same step of the salary schedule for the new position.

4:01.4 Any employee who is assigned by the supervisor, after completing three (3) days of work in a consecutive five (5) work day period in any higher rated pay grade(s) or job classification(s), shall be paid at the same step of the higher rated pay grade(s) or job classification(s) with the higher rate of pay retroactive to day one (1) for the duration of that reassignment. Once an employee satisfies the three (3) of five (5) work day requirement she/he shall continue to receive the higher rate of pay for all consecutive days filling in for an absent colleague. An employee who spends three (3) days of work in a consecutive five (5) work day period in two (2) higher rated pay grade(s) or job classification(s) shall be paid at the rate of the assignment where the most time is spent or at the higher of the two assignments if the number of days is equal retroactive to day one (1) for the duration of that reassignment. Employees who volunteer or accept temporary assignment in a lower pay grade within their classification series shall receive their regular rate of pay for the duration of the assignment. Employees who substitute in a classification series other than their own shall be paid the Step 0 rate of pay for the position in which they are subbing. For an employee subbing as a driver, the 3 of 5 consecutive day requirement is met when the employee fills all or part of a driver's regular or field trip assignment for three (3) of five (5) consecutive days. Management will not shift such assignments being performed capably to interrupt the employee's consecutive day pay eligibility.

4:01.5 Employees shall be paid in twenty-four (24) pay periods per year. Any pay deductions made on a yearly basis will be prorated over the pay periods. The pay dates will be on a twenty-four (24) pay schedule with pay dates on the 15th and the 30th, unless the 15th or 30th is on a Saturday, Sunday, or nonbanking day. In that event, the pay date shall be on the closest banking day preceding the 15th or 30th.

4:01.6 Employees who accept an additional position outside of their classification series will be placed at step 0 in that additional classification series/pay grade.

4:01.7 Employees who accept an additional position within their current classification series shall be placed in the additional position's pay grade at their current step.

4:01.8 Transfer of seniority for pay purposes shall not be construed to affect seniority for the purposes of job bid/lateral transfer (Article 7.08) or reduction in force (Article 9).

4:01.9 Direct deposit will be implemented for all classified employees.

4:02 OVERTIME/ADDITIONAL TIME

4:02.1 Any employee who has worked or earned forty (40) hours in any one week, Monday through Friday, shall be compensated at a rate of time-and-a-half (1½) his/her regular rate for excess hours. Any employee shall be eligible for overtime pay who has worked or accrued earnings the weekday immediately preceding the day, holiday, or weekend scheduled for overtime rate payment. Jury duty is considered an exception to this rule.

4:02.2 Overtime shall be paid for building checks on weekends and days before or after scheduled holidays at the rate of time-and-one-half (1½). Said building checks will be paid at one-and-one-half (1½) hours at the high school...one (1) hour at all other buildings. Building checks on Sundays and holidays will be at double (2) time.

4:02.3 In the event that substitutes are needed, and the appointing authority determines that replacement or additional work time is required, said additional time shall first be offered to the most qualified, as determined by the building Administrator, short-hour persons regularly assigned to that building on a rotational basis provided the additional assignment does not result in overtime eligibility. Each building administrator will create a list for short hour employees to sign up to express an interest in additional time opportunities. In an urgent/same day situation, the rotation list need not be followed.

4:02.4 If an employees refuses overtime, the refused time shall be considered as time offered. In emergency situations of less than 24 hours notice, the time shall not be considered as time offered.

4:02.5 Extra activity overtime shall be offered by seniority on an equal rotational basis to all employees within a building.

4:02.6 If the Building Foreman is unable to do the building check, the custodian employee(s) in that building shall be offered, by the Building Foreman, the opportunity of the extra work by seniority on an equal rotational basis. The rotation period shall be from July 1 to June 30 of the next year.

4:02.7 Any employee asked to work on a Sunday shall be paid double the employee's appropriate rate for all hours worked. Any employee who is asked to work on a holiday, shall be paid double the employee's appropriate rate for all hours worked in addition to his/her pay for this day. Said authorization for work performed on Sunday/holidays must have prior approval of the Building Principal and Business Director.

4:02.8 Any regular employee assigned to full-shift night duty (2PM – 7AM) will receive an additional twenty (20) cents per hour shift differential.

4:02.9 Should food service employees be needed to prepare and/or serve food during school vacation periods, the most senior employee who applies within a building will be granted said additional service time. All buildings shall be required to schedule a food service employee when the kitchen facilities are being used.

4:02.10 Additional time and overtime for all classifications require prior approval of the Supervisor.

4:02.11 All buildings shall be required to schedule a custodian to work while student events or outside groups are using the school facility. Said employee will follow an established work routine while onsite. Said routine will be established by the building foreman.

Student teams/clubs/organizations shall be allowed access to limited areas of District buildings without the presence of a custodian before and after student events occurring outside the building and when the building is not otherwise open, subject to the following:

(A) Such students must be under the supervision of a District coach/advisor holding a supplemental contract.

(B) Such access shall be for the pick up/return/drop off of equipment and/or to allow for parents to pick up from the building during inclement weather.

(C) Time for pick up of equipment shall be limited to approximately 15 minutes; time for drop off of equipment and student pick-up shall be limited to approximately 30 minutes.

(D) The coach/advisor shall be responsible to supervise students and to secure the building.

(E) The building foreman is encouraged to schedule the day's building check around the time of such building access.

4:02.12 Classified employees may be required by the Board to work on teacher in-service days. Up to eight (8) hours of paid in-service time will be offered to all members of the bargaining unit on NEOEA Day.

4:02.13 COMPENSATORY TIME

In place of paid overtime and with the agreement of her/his supervisor (as defined in section 3:09.2), an employee may elect to accumulate compensatory time instead of paid overtime at a rate of one and one-half hours of compensatory time for each overtime hour worked. At least thirty minutes of overtime must be worked in order for the compensatory time option to be available.

An employee may earn up to a maximum of 24 compensatory time hours (i.e. 16 overtime hours time 1.5 per contract year) as compensatory hours and will receive pay for any overtime hours worked beyond this limit.

This compensatory time shall be used prior to the end of the contract year and at a time mutually agreeable to the staff member and his/her supervisor (as defined in section 3:09.2). Unused compensatory time shall be paid off in cash at the end of the school year.

4:03 CALAMITY AND EMERGENCY DAYS

4:03.1 All personnel subject to work on a calamity or emergency day shall be guaranteed a minimum four (4) hours for that day. Calamity/emergency day hours shall be defined as the actual hours worked or the four hour (4 hrs) minimum multiplied by time and one half (1.5 hrs).

Employees may choose to:

1. Accumulate up to a maximum of 24 calamity/emergency hours (i.e. 16 hours times 1.5 per contract year) as compensatory hours and receive pay for any calamity/emergency hours worked beyond this limit – or –

2. Receive pay for all calamity/emergency hours worked.

(Said compensatory time shall be used prior to the end of the contract year and at a time mutually agreeable to the staff member and his/her supervisor.) Employees who do not work shall be paid for the day. Those employees who generally work when students are in attendance and are required to make up a calamity day shall not receive additional compensation.

4:03.2 No employee shall be compensated beyond this four (4) hour minimum unless additional time has been authorized by the immediate supervisor or the Supervisor of Operations.

4:03.3 Any employee who is on pre-approved paid leave during a calamity day(s) and formally indicated availability to work on said day(s) shall not have such day(s) charged against his/her leave.

4:03.4 When athletic teams are practicing in the building, a custodian shall be scheduled to work. The time shall not overlap with the custodian already on duty as per 4:03.1. However, the time may overlap where the nature of the calamity day does not require unusual outside activity by the custodian. For example, where a power outage occurs and power is restored an athletic team may overlap with the custodian on duty on such day. The custodian shall be paid for actual time worked, not to exceed four (4) hours.

4:04 SEVERANCE PAY

4:04.1 Retirement refers to the separation of all contractual obligations between the Board and the employee.

4:04.2 Employees who retire from service with the Board and are eligible to receive SERS retirement benefits (under the eligibility standards of SERS) shall receive severance pay as follows, upon submission of receipt of proof of receipt of benefits.

4:04.3 To be eligible, the employee must have ten or more years of service credit with the Nordonia Hills District.

4:04.4 In any year in which there is no retirement incentive plan the maximum number of days eligible for payment to the employee shall be one-third (⅓) of the employee's accrued but unused Sick Leave at retirement up to a maximum accrual of one hundred eighty (180) days. In any year in which there is a retirement incentive plan the maximum number of days eligible for payment to the employee shall be one-third (⅓) of the employee's

accrued but unused Sick Leave at retirement up to a maximum accrual of one hundred sixty-five (165) days.

4:04.5 Payment shall be in an amount equal to the then current daily rate of pay of the retiree times the number of accumulated unused and eligible sick days to a maximum of fifty-five (55) days increasing to a maximum of sixty (60) days in any year in which there is no retirement incentive plan.

4:04.6 No payment shall be made to any employee unless the employee files a signed formal application with the Treasurer of the Board no later than one hundred-twenty (120) days after the last day of employment.

4:04.7 All eligible retirees, as defined in 4:04.3 above, shall be afforded the opportunity of selecting one of the following options:

(a) Transfer accumulated sick leave from the Board; or

(b) Pay for unused sick leave days.

4:05 BOARD TAX SHELTERING OF EMPLOYEE'S SERS CONTRIBUTION

4:05.1 The Treasurer of the Board shall contribute to the School Employees Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such classified employees.

4:05.2 The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: 1) deferred salary, and 2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary, which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pick-up" of the SERS employee contribution otherwise payable by the employee. An employee's cash salary be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deduction, to said employee.

4:05.3 The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

4:05.4 The Board shall compute and remit its employer contribution to SERS based on the total annual salary, including the "pick-up". The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up". The Board shall report for municipal income tax purposes an employee's gross income said employee's total annual salary, including the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

4:05.5 The "pick-up" shall be included in the employees total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

4:05.6 The "pick-up" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

4:05.7 The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

4:06 FAIR SHARE FEE AND DUES DEDUCTION

4:06.1 The Board shall deduct a fair share fee, which shall be equal to the regular monthly dues charged to union members from any eligible new hire employed one day after Board ratification of the contract dated July 1, 1990 – June 30, 1993.

4:06.2 Any eligible employee who was not a member of the union as of one day after Board ratification of the contract dated July 1, 1990 – June 30, 1993 shall not be required to pay membership dues or a fair share fee. However, should such individual voluntarily acquire membership after one day after Board ratification, then such employee shall be required to pay a fair share fee should he/she subsequently fail to maintain membership.

4:06.3 The Association shall indemnify and hold harmless the Board from all costs, losses, expenses and damages in the event of any controversy, legal or otherwise, which may arise out of the application of this provision.

4:06.4 Each bargaining unit member requiring Association dues fee deductions shall submit an authorization form to the Treasurer of the Board. Such authorization shall be valid until employment is severed.

4:06.5 New members may request deductions at any time during the dues deduction period. Any deductions missed shall be the obligation of the individual employee.

4:06.6 There shall be twenty-four (24) equal deductions of dues or fair share fee assessments. The deductions shall be in equal payments each bi-weekly pay period, excluding months with three (3) pay periods, when the third pay of the month shall be exempted from dues deduction or fair share fee assessment. All monies deducted and a report of all deductions shall be sent to the State Association Treasurer. A copy of the report shall be sent to the local Association Treasurer.

4:06.7 The Association shall forward to the Treasurer of the Board by September 1 each year the amount to be deducted for that year if changed from the previous year.

4:06.8 An employee missing the first payroll deduction shall be eligible to have the remaining installments deducted from his/her pay by submitting $3.00 in cash and the proper authorization form to the Treasurer of the Board. Probationary employees shall be exempt from any fee.

4:06.9 The Association agrees to indemnify and hold the Board harmless against any and all claims that may arise out of or by reason of action by the Board in reliance upon an authorization card submitted by the Association to the Board.

4:06.10 The Board agrees not to honor any check off authorizations or dues deduction authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms and conditions of employment.

4:06.11 Upon request, a list of all bargaining unit employees will be mailed to the State Association Treasurer, annually, no earlier than October 1. The list will indicate the employee's classification pay grade, step, hours, hourly rate and number of months employed. A copy will be provided to the Association President.

4:06.12 P.E.O.P.L.E.—OAPSE members shall be allowed to donate, via written request, to the P.E.O.P.L.E. program through payroll deduction on a voluntary basis.

4:07 WAGE SCHEDULE

Across-the-board wage increases of two percent (2%) effective July 1, 2014, two percent (2%) effective July 1, 2015, and two percent (2%) effective July 1, 2016, shall be implemented. If the teacher BA-0 base salary is increased more than two percent (2%), the increase will be the same percentage as increases to the BA-0 base salary.

,

4:07.1 The salary step freezes implemented during the 2011-12, 2012-13, and 2013-14 school years shall not be restored. Step advancement will resume beginning with the 2014-15 school year.

4:07.2 WAGE SCHEDULE – ALL CLASSIFICATION SERIES SEE APPENDIX G

4:07.3 PHYSICALS

Reimbursement for required physicals for bus drivers under contract shall be at the following rate per hour for two (2) hours maximum.

60% of Pay Grade I	Step 0 $10.49

4:07.4 Longevity increments shall be paid to all employees at the end of their ninth (9th), twelfth (12th), fifteenth (15th), nineteenth (19th) and twenty-second (22) year of service in the District. The pay adjustment will be effective at the beginning of the next contract year on July first and thereafter.

The increments shall be as follows:

Tenth (10th) Year	twenty cents ($.20)
Thirteenth (13th) Year	twenty cents ($.20)
Sixteenth (16th) Year	thirty cents ($.30)
Twentieth (20) Year	twenty cents ($.20)
Twenty-third Year	twenty cents ($.20)

A year of service will be credited to all employees who start their regular employment prior to December 31st of their first year. Longevity increments will be based on uninterrupted, continuous service in the Nordonia Hills City School System. Employees shall maintain any longevity step previously awarded but shall not advance a longevity step, nor initially be placed on a longevity step, for the 2011-12 school year.

4:07.5 Rates for Substitutes who are not otherwise Nordonia employees shall never equal or exceed Step 0 of any pay grade.

4:08 The Board will assume the cost of the Educational Assistant/Student Monitor permit. Also, the Board will reimburse the cost of state-mandated Food Service Employee licensure.

ARTICLE 5 – FRINGE BENEFITS

The premium contribution will be the same as the premium contribution in the teachers' contract for these years. However, the maximum premium contribution for employees will be fifteen percent (15%).

When and if the Board reaches agreement on a different health care provider, Article 5 of the Local 246-Board Agreement shall be amended in the same way.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

Medical

A. The Board will pay the cost of hospitalization and major medical for each regular employee working thirty (30) or more hours per week for nine (9) months or more per year. Effective July 1, 2011, the Board agrees to pay ninety four per cent (94%) of total premium for single coverage and eighty eight percent (88%) of total premium for family coverage for such employees. During the 2011-12 school year should state law mandate a particular level of employee contributions, such contributions shall be implemented for members of the Local 246 unit assigned to positions regularly scheduled at 30 or more hours effective April 1, 2012.

B. For those who enroll, the Board will pay for fifty percent (50%) of the cost of hospitalization and major medical for each regular employee working between twenty-five (25) but less than thirty (30) hours per week for nine (9) months or more per year plus 45% of the cost for dependents.

C. New employees will pay an initial enrollment fee of fifteen dollars ($15.00). Employees who withdraw from the Plan and who wish to reenroll may do so during the one (1) enrollment period. In the event of a change in marital status through death, divorce, or marriage, or if a spouse becomes unemployed, the enrollment fee for re-enrollment shall be waived.

D. Any employee reduced within a classification series or work schedule shall retain his/her insurance benefit level which is in effect at the time of the reduction for one month following the effective date of the layoff. These medical benefits shall remain in effect for the first six (6) months of the recall period or until the employee is offered reinstatement to a position of their classification series with an equal or better

amount of hours, whichever comes first. After one month following the effective date of the layoff six (6) months, the employee may extend his/her existing coverage through the contract year by arranging to purchase the benefit(s) through the payroll deduction procedure established by the Treasurer.

E. Preferred Provider – Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be equivalent to current coverage.

F. Preferred Provider – Prescription Drugs

The Board shall provide a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be shall be equivalent to current coverage.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

G. Well Baby Care: $1,000

H. Diabetic Management Program: will be part of all PPO programs

I. Specifications – PPO:

Maximum Benefits	Unlimited
Deductible	$100.00/Individual; $200.00/Family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of $500 per individual or $1,000 for two (2) or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid. Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of $1,000 per individual or $2,000 for two or more family members.

Preventative – Routine Pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet

Dependent Coverage – Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification – Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars ($200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

LIFE INSURANCE

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $30,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

DENTAL INSURANCE

The Board agrees to pay one hundred percent (100%) of the monthly premium for Single coverage and sixty percent (60%) of the additional monthly premium for dependent coverage.

Plan description (summary only):

1)	Maximum benefits/covered person:	
	Class I, II, or III	$2,500/person per year.
2)	Deductible – Ind.	$25 per year
3)	Deductible – Family	$75 per year
4)	Co-insurance Amounts	
	a) Class I - Prevention	100% of Usual & Customary (no deductible)
	b) Class II – Basic	80% of Usual & Customary
	c) Class III – Major	80% of Usual & Customary
	d) Class IV – Orthodontia	60% of Usual & Customary
	Lifetime maximum Orthodontia	$1200/per individual

SECTION 125-TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

VISION

The Board agrees to pay the cost of the monthly premium for Single coverage less a one dollar ($1.00) contribution by the employee and the cost of the monthly premium for Family coverage less a two dollar ($2.00) contribution for those full-time employees requesting the respective coverages.

Specifications

1. Eye examinations – One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, option or optometrist is provided for each person covered under the program. The maximum payment is $40 per exam.

2. Lenses – One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

Per Lens	Per Pair	
Single Vision	$ 20	$ 40
Bifocals	$ 30	$ 60
Trifocals	$ 40	$ 80
Lenticular	$100	$200
Contact lenses (cosmetic)	$ 35	$ 70
Contact lenses (medically necessary)	$200	$400

NOTE: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

3. The allowance for medically necessary contact lenses will be paid only if:

   a) The lenses are necessary following cataract surgery;

   b) Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;

   c) The lenses are necessary for the treatment of anisometropia or keratoconus.

4. Frames – One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: $30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

1. Services for which vision care coverage does not provide benefits include:

   a) Sunglasses, whether or not requiring a prescription

   b) Drugs or medications

   c) Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.

   d) Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.

   e) Orthoptics or vision training

   f) Aniseikonic lenses

   g) Coated lenses

2. Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.

3. Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

ARTICLE 6 – LEAVES

6:01 SICK LEAVE

6:01.1 Sick leave is accumulated at the rate of one and one quarter (1¼) days per month for a total of fifteen (15) days per year to a maximum accumulation of two hundred sixty (260) days.

6:01.2 Sick leave may be used for absence due to personal illness, pregnancy, injury, or exposure to contagious diseases which could be communicated to others, and for absence due to illness, or injury in the employee's immediate family. As used in this section, "Immediate Family" shall be defined as spouse, children, parents, brothers, sisters, mother and father-in-law, son and daughter-in-law, grandparents, grandchildren, or immediate family who may be approved by the Superintendent or designee.

6:01.3 Any employee who has exhausted all of his/her accumulated sick leave shall be advanced during any given contract year, up to five (5) days upon request. No additional advanced days shall be granted until the initial five (5) days have been paid back.

6:01.4 Sick leave may be used for such time as is needed for the death of an immediate family member as defined in Article 6:01.2, but not to exceed three (3) days for each such occasion. In the event of a death of employee's brother-in-law, sister-in-law, uncle, aunt niece, nephew, step-mother, step-father, step-children, and step-grandchild(ren). The Superintendent or his/her designee may grant additional days.

6:01.5 Absence of more than three (3) consecutive work days for personal illness or injury may require a certificate from a doctor stating that the employee is physically and/or mentally able to return to work. The examination is at the employee's expense. Failure to present said medical validation within three (3) working days after return to work will result in loss of wages for the period of absence.

6:01.6 Any employee with an illness, injury or disability, who is still unable to return to work after all accumulated sick leave has been exhausted, including the five (5) days, may request to be placed on a medical leave of absence.

6:01.7 Any accumulated sick leave of a person separated from any other public service shall be transferable.

6:01.8 Employees must notify his/her supervisor by telephone of an impending absence prior to the start of his/her work day. After one (1) written warning, any employee who fails to notify his/her supervisor of an impending absence prior to the start of his/her regular work day, shall forfeit his/her wages for that day.

6:01.9 Personal Leave Bank

a. A personal leave bank will be maintained. Each member of the bargaining unit may voluntarily donate a maximum of one (1) unused personal leave day per school year to the Personal Leave Bank which enrolls them as a member of the bank.

b. The Board will keep track of accumulated days and provide a list of eligible leave participants to the OAPSE President at the beginning of each school year.

c. Eligibility and Use of Personal Leave Banks Days

1. The Superintendent and the OAPSE President shall mutually determine eligibility for persons who apply for use of paid leave from the Personal Leave Bank, and shall determine the number of personal leave bank days authorized to the employee. The number of days will not exceed forty five (45) days initially. Such eligible employees must have exhausted all of their sick leave accumulation and must have a serious or catastrophic illness or injury personally or in their immediate family.

2. Only bargaining unit members who have donated shall be eligible for enrollment in the personal leave bank and may enroll by donating one (1) personal leave day to the bank by October 1st.

3. If an employee is considered for disbursement of personal leave bank days, they must first contribute their remaining personal days to the personal leave bank before any days are disbursed to the employee.

4. An employee using the personal leave bank must apply for SERS disability leave when eligible.

6:02 PERSONAL LEAVE

6:02.1 Request for a personal day is to be submitted on the form provided to the immediate supervisor. Regular employees of the Board may take up to the equivalent of three (3) days personal leave during each school year. Employees who have worked less than one full year are entitled to one (1) day of personal leave for every four months they remain in the employ of the Board.

6:02.2 The following procedure shall be followed by an employee who seeks to take personal leave:

a. As far in advance as possible of the date of his/her intended personal leave date, but in no event later than five (5) days before the intended personal leave date, the employee shall indicate, on the personal leave form, the date of the planned leave day.

b. The form must be received by the Superintendent, or his/her designee, of the Board at least five (5) days before the personal leave date.

c. In the event that, due to emergency, the employee is unable to give the Superintendent, or his/her designee, the required notice on time, the employee should complete the request form and submit it to the Superintendent, or his/her designee immediately upon learning that he/she will be required to take a personal leave day. Upon receipt of the request, the procedure specified in 6:02.2, subsection (d) and (e) will be followed.

d. Upon receipt of the properly completed leave request form the Superintendent, or his/her designee, shall determine whether the request complies with the requirements of these rules. If the request is in compliance, the Superintendent or his/her designee shall notify the employee that his/her request for a day of personal leave has been granted. If the request does not comply with these rules, the Superintendent or his/her designee shall inform the employee that his/her request is denied.

e. No more than one consecutive personal day may be taken except with approval of the Superintendent or designee.

f. Unused personal leave days will not be cumulative from school year to school year.

6:02.3 Personal leave days shall be restricted to two (2) employees per classification within a building. Personal leave will not be granted under any of the following conditions:

a. During the first or last two weeks of regularly scheduled classes for students.

b. On the day immediately preceding or following any regularly scheduled school holiday or vacation period.

c. On the day immediately preceding or following all or part of the employee's regularly scheduled vacation period.

d. To pursue, in any way, outside gainful employment.

e. During statewide testing days.

f. On Mondays or Fridays during the months of May and June.

602.4 Exceptions to all conditions will be made only where the employee demonstrates, to the satisfaction of the Superintendent or his/her designee, that he/she is faced with an emergency or other unforeseeable occurrence and must take a personal leave day on such a date. (Form: See Appendix C)

602.5 On June 30 of each year, any employee who has used two (2), one (1) or no days of personal leave in that school year shall have the unused days added to the employee's accumulated total of unused sick leave.

6:03 ASSAULT LEAVE

6:03.1 Assault leave will be granted to an employee who is absent due to a physical disability resulting from an assault by a student, parent/guardian or school visitor when the employee is performing within the scope of his/her assigned duties. When assault leave is granted, the employee will be maintained on full pay status and the leave will not be charged against earned or earnable sick leave.

a. Thirty (30) school days assault leave per contract year may be granted by the Superintendent. The Superintendent may request an examination by a physician of the Board's choice.

b. The employee is required to make a formal application on prescribed forms requesting assault leave.

1. The employee is required to furnish a signed statement on the application form to justify the use of assault leave. Said statement shall completely describe the circumstances and behavior of all pertinent parties.

2. A prescribed certificate from a licensed physician stating the nature of the disability and its duration shall be required with the application.

3. Both (1) and (2) must be on file before approval of the leave is given by the Superintendent.

4. The application must be filed with the Superintendent within fifteen (15) school days of the alleged assault.

5. The fifteen (15) day requirement in (4) above may be extended by the Superintendent.

6. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment.

c. The Superintendent shall approve or disapprove the assault leave request in writing on the application form. A copy shall be forwarded to the applicant.

d. Upon approval of the leave, all charges against sick leave or statements of unexcused absence shall be removed.

e. If the classified employee is physically disabled by the assault for longer than thirty (30) school days, the additional absences may be covered by one of the following options:

f. If the classified employee is physically disabled by the assault for longer than twenty-five (25) school days, the additional absences may be covered by one of the following options:

1. Deducted from employee's sick leave.

2. Utilization of Workers' Compensation.

3. Unpaid leave of absence.

6:03.2 Employees are authorized by statute to use such force and restraint as is reasonable and necessary to quell a disturbance among students which threatens to cause physical injury, to take weapons or other dangerous objects from a student, for self-defense, or for the protection of persons or property.

6:04 ILLNESS/DISABILITY LEAVE

6:04.1 ELIGIBILITY: Any member who is unable to perform satisfactorily the duties of the position because of personal illness or other disability, may be granted a leave of absence without pay for the remainder of the contract year.

6:04.2 APPLICATION FOR LEAVE: Application for such leave may be made at the member's discretion. An application for renewal shall be made at least thirty (30) days before the expiration of the leave. The application for such a leave of absence or a renewal shall be accompanied by a statement from the attending physician stating the nature of the illness or disability unless such statement is waived by the Superintendent.

6:04.3 EARLY TERMINATION OF LEAVE: Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the employee to the superintendent and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

6:04.4 APPLICATION FOR RE-INSTATEMENT: Application for reinstatement shall be made at least thirty (30) days before the expiration of a leave of absence for personal illness. Not less that ten (10) days before the termination of the leave, the member shall submit a written statement from the attending physician, certifying that the member has been medically examined and that he/she is or will be able to resume his/her duties with the Board when the leave of absence expires. The Board may require, at Board expense, an examination by a Board approved physician before the member is reinstated.

6:04.5 REINSTATEMENT: Upon return from a leave of absence for personal illness, the employee shall be returned to the same or similar position that he/she held at the time said leave commenced.

6:04.6 Failure to report for duty following the expiration of a leave of absence, unless additional absence is authorized, or failure to comply with the provisions of the leave, may be considered by the board as termination of employment.

6:04.7 For the purpose of regulations on leaves of absence, members on authorized leaves of absence shall be considered as maintaining continuity of service, provided such leaves do not total more than two (2) years. However, time spent on unpaid leaves of absence may not be included in meeting service requirements for future leaves of absences, earned annual increments, or retirement.

6:05 MATERNITY LEAVE

6:05.1 Disabilities caused or contributed to by pregnancy, childbirth, or related medical condition qualifies as reason to use sick leave.

6:05.2 A leave of absence without pay beyond the periods of disability may be granted for a full or partial school year. An employee does not have to exhaust or use sick leave to request a leave of absence.

6:05.3 A written request for a maternity leave of absence must be made to the Superintendent.

6:05.4 If such a leave is granted, the employee will be eligible to return to her original or comparable position.

6:06 MILITARY AND JURY SERVICE

6:06.1 Military and jury service leave shall be as prescribed by the Ohio Revised Code.

6:06.2 When a Reservist requires time off with pay for military duty, copies of orders including days and times to report must be provided to the Personnel Department as soon as he/she receives the orders.

6:06.3 When an employee is required to serve Jury Duty, the Board will pay the employee the difference between such employee's regular compensation and the remuneration received by the employee for serving as a juror. Employee must provide proof of dates, times served and compensation received. Compensation received may also be turned over to the Board which would result in no reduction in the employee's regular pay. Any reimbursement received from the court for expenses associated with jury duty shall be retained by the employee.

ARTICLE 7 – SENIORITY

7:01 Seniority shall be defined as the length of continuous service with the Board. An employee's seniority date shall be the first day of employment as a regular employee.

7:02 If a management employee has previously been employed in the bargaining unit and subsequently returns to the bargaining unit, the employee's seniority shall exclude all time spent in management.

7:03 Seniority ends upon Board acceptance of employee's termination or resignation date.

7:04 TEMPORARY and SUBSTITUTE employees shall not accumulate seniority and are not considered as either full-time or short-time employees subject to the terms of this agreement. ONLY REGULAR full-time or REGULAR short-time employees shall accumulate seniority.

7:04.1 REGULAR EMPLOYEE – Any employee who has a regular assignment of from one (1) to eight (8) hours per day to (twelve) 12 months per year and shall be eligible for appropriate fringe benefits. Seniority shall begin from the first day of regular assignment.

7:04.2 TEMPORARY – Temporary will be defined as lasting no longer than five (5) consecutive days per month or no longer than seventy-five (75) working days in a school year. All temporary jobs lasting five (5) or more days shall be posted as a temporary position. Current employees cannot apply for a temporary position if receiving same would make the employee eligible for overtime. If the position needs to extend beyond the seventy-five (75) day period in any school year, it will have to be re-posted. A temporary has no contract rights or seniority rights.

7:04.3 SUBSTITUTE – Shall be any person who is temporarily working in place of a REGULAR employee who has right of return to work. Substitute service shall not count for fulfillment of the probationary period or accrue any seniority rights.

7:05 There shall be a probationary period of ninety (90) working days to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. During such probationary period, a new employee shall have no seniority rights or contract rights except for Fringe Benefits, which shall begin at her/his initial date of employment. During such probationary period, a new employee may be discharged or laid off for any reason. Such discharge or layoff shall not be subject to the grievance procedures set forth in this document. Employees retained beyond the ninety (90) working day period shall have their system seniority computed as of their initial date of employment.

7:06 Substitute employees shall not be used when the administration declares that an emergency situation exists until a reasonable attempt has been made to contact all regular employees within that classification series and offer them the opportunity for the additional time.

7:07 Current employees within a job classification series/pay grade shall have the first opportunity for lateral transfers to a vacant position based upon seniority and without regard to hours worked. For those employed before July 1, 2003, system seniority shall be used for lateral transfer; for those initially hired on or after July 1, 2003, classification/pay grade seniority shall be used for lateral transfer.

7:08 Current employees within a job classification series shall be initially considered for open promotional positions. Selection will be based on a personal interview, yearly evaluations, and/or test.

7:08.1 If a bidder for a promotion is selected, he/she will have thirty (30) work days to demonstrate his/her ability to successfully perform the operation. At the end of the thirty (30) work days, his/her pay grade seniority shall be established as of his/her initial hiring date.

7:08.2 An employee who is selected for a promotion or who is awarded a lateral transfer will have thirty (30) work days to demonstrate his/her ability to successfully perform the operation.

7:08.3 If the employee who is selected for a promotion or who is awarded a lateral transfer is unable to demonstrate ability to the satisfaction of his/her supervisor during that thirty (30) work day period, the employee shall be returned to his/her previous assignment. Likewise if the employee is dissatisfied with the new position during that ten (10) work day period, the employee may return to her/his previous assignment.

7:08.4 Employees may seek a lateral transfer after one hundred eighty (180) calendar days from the effective date of the original job change. The one hundred eighty (180) calendar day restriction shall be waived if the new assignment is a promotion, has more work hours, or results in a higher annual wage.

7:09 This provision only applies to an employee holding two positions in two different classifications: For bargaining unit positions beyond an employee's original (primary) classification/pay grade (see Article 9:07) – classification/pay grade seniority will apply; i.e., the amount of continuous service in that classification pay grade. If an individual chooses to leave a primary classification/pay grade then the seniority in that primary classification/pay grade will be eliminated.

ARTICLE 8 – VACANCIES

8:01 Whenever a vacancy occurs, notice of said vacancy shall be posted on the District Website and sent electronically by the Personnel Office to all classified staff according to the following timeline:

8:01.1 Within three (3) working days if the former position holder gives notice ten (10) working days prior to severing all contractual agreement with the Board.

8:01.2 Within ten (10) working days if the former position holder gives notice of less than ten (10) working days prior to serving all contractual agreements with the Board (exceptions will be allowable if mutually agreed to by the Association Local Officers and the Administration).

8:01.3 EXCEPTION: Should a nine (9) or ten (10) month vacancy occur during the time when school is not in session for summer break, the posting period shall begin within three (3) working days of the starting date of said position.

8:02 Any employee wishing to bid for or request a lateral transfer to said position must apply on line no later than five (5) working days from the date that the posting was issued. Employees on a growth plan should see Section 12:03.1.

8:03 Any applicant for a promotion from within his/her given job classification series will be afforded an interview as outlined in Article 7:08 of this document.

8:04 Vacancies shall be filled within fifteen (15) working days for non-tested positions and twenty-five (25) working days from the last day of the job posting for tested positions.

8:05 Per Article 9:06, if the needs of a student who is assigned to receive services from a One-on-One Interventionist change and additional hours are required to meet those needs, the hours of the assigned One-on-One Interventionist shall be increased without posting.

8:06 Food Service hours

Any permanent additional time added to a food service job shall be posted and bid upon in accordance with Article 7.

ARTICLE 9 – REDUCTION IN FORCE

9:01 When the Board determines it necessary to reduce the number of bargaining unit positions for lack of work or for budgetary considerations, the Board and/or administration shall determine which positions to reduce.

Whenever it becomes necessary to reduce the number of employees in a job classification (pay grade), probationary and temporary employees in the classification shall be laid off first. The number of employees affected by a reduction shall be kept to a minimum by not employing replacements in the affected pay grade/classification for those who retire, resign or whose employment is terminated for cause. Reduction and/or reassignment of employees shall be made in the inverse order of seniority.

9:02 Seniority shall be defined as the length of continuous service with the Board unless an employee holds more than one bargaining unit position in which case Article 7:09 will apply. If two or more employees have the same starting date, then Board meeting appointment date shall prevail. If seniority dates are still equal, then the youngest person as determined by birth date shall be laid off or reduced.

9:03 For the purpose of seniority, the number of hours employed and status will not be factors except as noted Article 9:07.

9:04 Job groupings for purposes of layoff are as follows: Food Service, Clerks, Administrative Assistants, Media Resource, Data Resource, Board of Education Registrar, One-to-One Interventionist, Building Interventionist, Transportation Attendant, Para Professional (more than 2 hours), Student Supervisor (2 hours or less), Operations, Transportation, Transportation Resource, and Safety and Security. Pay grade is the lower case letter jobs listed under each job grouping.

9:05 BUMPING RIGHTS

9:05.1 An employee reduced from his/her position, first attempts to bump the person on their pay grade who has the least system seniority but closest to the bumping employee's assigned weekly hours. If the person is not placed he/she shall, in descending order, attempt to bump to pay grades below theirs.

9:05.2 Interventionists will not be reduced for lack of work during the school year. If a lack of work exists (e.g., for a student who comes off an IEP due to graduation, change in placement, etc.), the Interventionist(s) assigned to the affected student or classroom will be reassigned as needed by district administration for the remainder of the school year. If the student's needs change and additional hours are required, the hours of the assigned One-on-One Interventionist shall be increased. During the subsequent summer break, reassignment of Interventionists will be made by administration based on the needs of the students and the efficiency of district operations; seniority and licensure will be considered during the reassignment process. Reassignments will not be made in an arbitrary or capricious manner. Reductions in force of Interventionists for lack of work may be made by administration during the summer reassignment process following the procedures otherwise outlined in Article 9:06. A One-on-One Interventionist cannot be bumped from a specific student assignment.

9:05.3 Once an employee is reduced from his/her position, and begins to bump, the process continues until final placement is reached.

9:05.4 The procedure must continue until the employee with the least seniority in the lowest pay grade of the work group is bumped.

9:05.5 An employee subject to layoff may exercise her/his system seniority to displace the least senior person in her/his former job classification(s).

9:05.6 Any employee reduced in his/her work group by a reduction in force or job abolishment does not have to serve a probationary period in the new pay grade.

9:05.7 Each employee to be laid off shall be given advance written notice of the lay off and/or transfer within thirty (30) calendar days before the effective date of such layoff. Such employees shall be provided notice of the effective date of reduction, their rights and benefits (including COBRA and the opportunity to serve as substitute or temporary employees) and the reason(s) for the reduction.

9:05.8 Laid off employees shall be offered first opportunity to serve as substitutes or temporary workers. An employee serving as a substitute in the pay grade held prior to layoff shall be paid Step 0 for that classification. Laid off employees serving as substitutes in pay grades other than that held prior to layoff shall be paid the substitute rate.

9:05.9 Laid off employees shall first be offered substituting jobs for which they hold proper qualifications and/or certifications provided they first inform the personnel office of their desire and ability to serve as substitutes.

9:06 REINSTATEMENT FROM REDUCTION IN FORCE

9:06.1 A recall list by pay grade will be maintained. The list will contain the names of those laid off from each pay grade and will be in order of seniority.

9:06.2 An employee on the recall list will retain rights for recall for two (2) years from lay off date. The employee shall have the right to any vacancy in his/her pay grade or a pay grade lower within the classification that occurs within (2) years. The employee will not be eligible to any vacancy in pay grades above his/her in the classification or vacancies outside the classification. Laid off employees may apply for vacancies outside their classification and, if selected for the vacancy, still retain their rights to recall for the remainder of the two year recall period.

9:06.3 The laid off employee shall have the responsibility of providing the Personnel Department with his/her current address. Employees will be notified by registered mail addressed to the address provided by the laid off employee when a vacancy occurs for which he/she is eligible for reinstatement. The employee must accept the position IN WRITING to the Superintendent within fourteen (14) calendar days of the date of the postmark.

9:06.4 Refusal to accept a vacancy for which the employee is eligible shall sever all rights and relations between the employee and the Board.

9:06.5 Assignments and reassignments to vacant positions occurring when someone is on lay off status shall be made according to the following procedures:

a. Lateral transfers from within a pay grade may be considered before recall of laid off employees.

b. Laid off employees within the pay grade shall be recalled for the resulting vacancies, or the original vacancy if there are no lateral transfers.

9:06.6 The administration shall not hire nor promote anyone to the pay grade experiencing a layoff until all employees reduced in that pay grade have been offered reinstatement to a position with their previously held pay grade.

9:07 CLASSIFICATION/PAYGRADE RANKING ORDER FOR REDUCTION IN FORCE AND REINSTATMENT

CLASSIFICATION I – FOOD SERVICE EMPLOYEES

Pay Grade I – Food Service Worker

Pay Grade II – Asst. Mgr. (Elementary, Middle, Sr. High)

Pay Grade III -- Manager – Elementary

Pay Grade IV -- Manager – Middle, High School

CLASSIFICATION SERIES II – CLERICAL

Pay Grade I – Board of Education Registrar

Pay Grade II – Administrative Assistants

Pay Grade III – Clerks

CLASSIFICATION SERIES III – SPECIAL NEEDS INTERVENTION

Pay Grade I – Transportation Attendants

Pay Grade II – Building Interventionist

Pay Grade III – One-On-One Interventionist

CLASSIFICATION SERIES IV – EDUCATIONAL ASSISTANCE

Pay Grade I – Student Supervisor (2 hours or less)

Pay Grade II – Paraprofessionals (more than 2 hours)

Pay Grade III – Media Resource

CLASSIFICATION SERIES V – OPERATIONS

Pay Grade I – Full-Time Custodial Duty

Pay Grade II – Evening/Night Foreman

Pay Grade III – Courier

Pay Grade IV – Elementary Building Foreman

Pay Grade V – Middle & High Building Foreman

Pay Grade VI – Maintenance

Pay Grade VII – Assistant Maintenance Supervisor

CLASSIFICATION SERIES VI – TRANSPORTATION

Pay Grade I – Drivers

Pay Grade II – Assistant Mechanics

Pay Grade III – Head Mechanic

CLASSIFICATION SERIES VII – TRANSPORTATION RESOURCE

Pay Grade I – Transportation Resource

CLASSIFICATION SERIES VIII – SAFETY & SECURITY

Pay Grade I – Building/Grounds Monitor

ARTICLE 10 – WORKING CONDITIONS

10:01 SCHOOL CALENDAR

10:01.1 Input from the Association with the regard to the adoption of the school calendar shall be presented in writing to the Superintendent by October 15 for the following school year.

10:01.2 Suggestions shall be in the form of prioritized recommendations for the arrangement of the school calendar for the next year. No more than three (3) recommendations shall be presented.

10:01.3 The Board reserves the sole right and responsibility for establishing the final school calendar.

10:02 WORK SCHEDULE

Employees will work the number of school days as noted on the annual salary notices. Employees may be required to work extra days before or after the school year.

10:02.1 Classification Series-I – Food Service Employees

Pay Grade I – Food Service Worker
Hours 2-8

Pay Grade II – Assistant Manager, Elementary, Middle & Sr. High
Hours up to 8 (May be required to work up to two extra days before/after school year)

Pay Grade III – Managers, Elementary
Hours up to 8 (May be required to work up to two extra days before/after school year)

Pay Grade IV – Manager, Middle & High School
Hours up to 8 (May be required to work up to two extra days before/after school year)

10:02.2 Classification Series II – Clerical

Pay Grade I – Board of Education Registrar
Hours up to 8 (May be required to work days before/after school year)

Pay Grade II – Administrative Assistants
Hours up to 8 (May be required to work days before/after school year)

Pay Grade III – Clerks
Hours up to 8 (May be required to work days before/after school year)

10:02.3 Classification Series III – Special Needs Intervention

Pay Grade I – Transportation Attendants
Hours up to 8 (May be required to work days before/after school year)

Pay Grade II – Building Interventionist
Hours up to 8 (May be required to work days before/after school year)

Pay Grade III – One-on-One Interventionist
Hours up to 8 (May be required to work days before/after school year)

10:02.4 Classification Series IV – Educational Assistance

Pay Grade I – Student Supervisor
Hours 2 or less (May be required to work days before/after school year)

Pay Grade II – Paraprofessionals
Hours more than 2 (May be required to work days before/after school year)

Pay Grade III – Media Resource
Hours up to 8 (May be required to work days before/after school year)

10:02.5 Classification Series V – Operations

Pay Grade I – Custodian
Hours 2-8 Days 260/261 per year

Pay Grade II – Evening/Night-Time Foreman
Hours up to 8 Days 260/261 per year

Pay Grade III – Courier/Warehouse
Hours up to 8 Days 260/261 per year

Pay Grade IV – Elementary Building Foreman
Hours up to 8 Days 260/261 per year

Pay Grade V – Middle & High School Building Foreman
Hours up to 8 Days 260/261 per year

Pay Grade VI – Maintenance
Hours up to 8 Days 260/261 per year

Pay Grade VII – Assistant Maintenance Supervisor
Hours up to 8 Days 260/261 per year

10:02.6 Classification Series VI – Transportation

Pay Grade I – Driver
Hours up to 8 (May be required by supervisor to work additional days)

Pay Grade II – Assistant Mechanics
Hours up to 8 Days 260/261 per year

Pay Grade III – Head Mechanic
Hours up to 8 Days 260/261 per year

10:02.7 Classification Series VII – Safety and Security

Pay Grade I – Buildings and Grounds Monitor
Hours up to 8

10:02.8 Summer and Break Period Custodial Schedule

During the summer break and the extended winter and spring break periods, custodial personnel in each building will be asked to volunteer for flexible work schedules on days when custodians are scheduled to work. If there are not sufficient volunteers, the least senior custodial staff member in that building (excluding the building foreman) will be assigned the flexible schedule.

10:02.9 The most senior Administrative Assistant assigned to the High School Guidance and High School Principal shall work two hundred sixty (260) days.

10:03 PAID HOLIDAYS

10:03.1 All full-time employees (11 months or more) are entitled to the following legal holidays for which they shall be paid: NEW YEARS DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, THE LAST WORKING DAY PRIOR TO CHRISTMAS, CHRISTMAS DAY, AND NEW YEAR'S EVE DAY.

10:03.2 All short-time (less than eleven (11) months) employees are entitled to the following legal holidays for which they will be paid: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, and CHRISTMAS DAY. Employees scheduled to work less than five (5) days per week will be paid for holidays only if the holiday falls on a workday.

10:03.3 Each employee shall be paid his/her regular rate of pay provided each employee has accrued earnings on his/her last scheduled work day before, and the first scheduled work day after a holiday, or be properly excused on either or both days.

10:03.4 When any legal holidays falls on a Saturday, it shall be observed on the preceding Friday; when any of the holidays falls on a Sunday, it shall be observed on the following Monday unless otherwise mutually agreed by the Board and the Association.

10:03.5 "Full-time" employees are those employees who work eleven (11) months or more during a school year. "Short-time" employees are those employees who work less than eleven (11) months during a school year.

10:04 VACATIONS

All employees shall take sick leave, personal leave, and vacation in increments of one-half or full days. Vacation may also be taken in a 1/4-day increments.

10:04.1 Paid vacation time is earned by all eleven (11) and twelve (12) month employees. It is understood that all personnel will consider the benefit of the school system in making application for vacations at times other than the summer months. When requests are received for the same day(s) the Superintendent and/or his designee may limit the number of employees to whom time off is granted if the number is greater than those set forth below. Vacation time requests shall be processed in the following order: by pay grade, and by seniority within a pay grade within a building, within a classification.

EMPLOYEES	BUILDING
1	Mechanics
2	Maintenance
2	Custodians at HS
1	Secretary at HS
1	Custodians at Elementary
2	Custodians at MS

10:04.2 Full-time employees (those who work eleven (11) or twelve (12) months) working less than eight hours per day will have vacations of equal duration; therefore, vacation pay will be based upon assigned work hours.

10:04.3 Short-time employees (those who work less than eleven (11) months) are not eligible for paid vacations.

10:04.4 Employees shall submit vacation requests on a quarterly basis two weeks prior to first day of each quarter beginning with the quarter July-September. Late requests may be granted in the event of an emergency at the discretion of the supervisor.

10:04.5 If a legal holiday falls during a scheduled vacation, it is added as an extra day of vacation (to be taken as authorized by supervisor).

10:04.6 Vacation time is earned by adding one day per year for each year of service after six (6) years of service until a maximum of four weeks is reached after fifteen years of service.

10:04.7 Vacation allowance is as follows after the completion of the indicated service:

January 1 – June 30	5 days
1 thru 5 years of service	10 days
6 years of service	11 days
7 years of service	12 days
8 years of service	13 days
9 years of service	14 days
10 years of service	15 days
11 years of service	16 days
12 years of service	17 days
13 years of service	18 days
14 years of service	19 days
15 years of service	20 days

10:04.8 All service calculations are based on service earned before July 1st.

10:04.9 Employees who are hired before December 31st shall be credited with one full year toward the determination of vacation days. An employee hired between January 1 and June 30 shall be credited with five (5) days vacation effective July 1st of her/his first year of service.

10:04.10 Vacations of more than two weeks are to be split and scheduled at a time mutually agreeable to the employee and the site supervisor. The Superintendent or his/her designee may permit an exception to this restriction if, in his discretion, the specific circumstances warrant it. Requests for such an exception must be in writing and submitted at least thirty (30) working days prior to the vacation.

10:04.11 An employee may carry over no more than a total of five (5) days from one year to the next.

10:04.12 Short-time employees (those employees who work less than eleven (11) months) who transfer to an eleven (11) or twelve (12) month position, shall receive 50% pro-rated credit for purpose of vacation. Said employees may request said benefit after satisfactorily completing one (1) vacation year in new classification.

10:04.13 Employees who quit without giving at least ten (10) working days notice shall forfeit their accrued vacations days.

10:04.14 No vacations will be scheduled during the week prior to the opening of the school year and during the first week of the school year.

10:05 OCCUPATIONAL SAFETY AND HEALTH

10:05.1 Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and administration have been notified of the complaint and have had at least a five (5) working day opportunity to resolve the complaint.

10:05.2 Right to Reassign

If an employee reasonably believes that he or she faces an imminent danger of death or serious harm the employee must be paid during the period of refusal, and if reassigned to other duties continue to be paid their regular compensation. The employee may not be discriminated against for the refusal of work. But before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code, because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger, he/she will immediately notify their supervisor of the condition.

10:06 DISCRIMINATION

A bargaining unit member who wishes to assert a claim of discrimination as defined in Section 4167 of the Revised Code may pursue the remedies available under Revised Code 4167 for asserting such a claim.

10:07 WELLNESS

10:07.1 The Board shall offer bargaining unit members the opportunity to participate in Wellness Education Programs. The programs, i.e. smoking cessation, diet, exercise, stress modification, among others, shall be through a mutually agreed upon provider(s) at a mutually agreed upon cost.

10:07.2 The Board and the Association shall identify those individuals at risk for infection from blood borne pathogens and shall offer and make available, at no cost to the employee through the Board or other provider, inoculations against such infectious agents including but not limited to the hepatitis “B” series. Newly hired bargaining unit members shall be informed of the availability of vaccination against blood borne pathogens.

10:07.3 The Board shall also offer vaccination for influenza, if available, at 50% of cost through local providers.

10:08 CRIMINAL RECORD CHECK

10:08.1 All applicants for employment by the Board must submit to a criminal record check at the applicant's cost and provide any information required for such a check including but not limited to a fingerprint sample.

10:08.2 The criminal record check will be conducted in the manner prescribed by law.

10:08.3 The Board may employ an applicant prior to receiving a criminal record check report on a conditional basis.

10:08.4 If the results of the criminal record check demonstrate that the Board is prohibited by law from employing the person due to his/her criminal record, the applicant who was conditionally employed will be immediately and summarily dismissed.

10:09 JOB DESCRIPTIONS

10:09.1 All bargaining unit job descriptions shall be available upon request through the Personnel Office. Any future changes or additions to the job description will be sent to the Local Union President. The Local Union President shall receive copies of all job descriptions upon request. Significant changes to job descriptions will be discussed at Labor Management.

ARTICLE 11 – ASSOCIATION RIGHTS & ACTIVITIES

11:01 The Association shall be granted (by the Superintendent or designee) up to a total of ten (10) working days per year with pay for the purpose of representation at an O.A.P.S.E. State Convention and/or an Annual District Assembly Meeting.

11:02 The Association Chapter President will provide a written notice specifying the name(s) of the member(s) attending the activity ten (10) working days prior to the day(s) desired.

11:03 Not more than four (4) members shall be absent at any one time. No more than two (2) persons from a given building.

11:04 Expenses for such meetings, conferences, conventions or duties will not be covered by the Board.

11:05 Beyond the days granted in 11:01, no more than one (1) unpaid leave day will be granted to an officer of the Association during a contract year.

11:06 The Superintendent or designee shall meet with the Association to establish pay rates for any classification created during the term of the contract.

11:07 The distribution of Association literature will be allowed on school property as long as there is no interference with the daily work schedule.

11:08 The authorized representative(s) of the Association in requesting a meeting with the Superintendent or designee during the working hours, should make an appointment in advance for each visit.

11:09 Neither the Board nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of right to engage or not to engage in the normal functions of the Association Chapter.

11:10 The Association or the Board may request a meeting to discuss mutual concerns. Such meetings are to occur no more than one (1) per month unless mutually agreed upon. Arrangements are to be made at least ten (10) calendar days in advance and an agenda must be submitted with the request.

ARTICLE 12 – EVALUATION PROCEDURES

12:01 EMPLOYEE RIGHTS

12:01.1 Any employee shall have the right to review the Board's personnel file maintained on him/her at the Board offices.

12:01.2 Personnel files shall be reviewed in the presence of the Assistant Superintendent and/or designee at a time arranged by the Assistant Superintendent and/or designee and the employee.

12:01.3 A representative of the Association may accompany the employee at the employee's request.

12:01.4 Reference letters supplied to the Administration and Board prior to employment are not subject to inspection by the employee. At the written request of the employee, reference letters will be purged from the file at the conclusion of the employee's probationary period.

12:01.5 Anonymous letters or materials shall not be placed in the personnel file.

12:01.6 An employee, who has passed his/her probationary period, may obtain a copy of material in the personnel file at cost.

12:01.7 A copy of any material placed in the employee's personnel file shall be given to the employee either prior to or at the time it is entered into the file. An employee shall be entitled to have included in his/her personnel file a statement of his/her position on the disputed information.

12:01.8 Once every calendar year, a member of the bargaining unit shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents shall be reviewed by an appropriate member of the Administrative staff and if he/she agrees, they shall be destroyed.

12:01.9 The Board and the Association recognize and agree that all employees shall have the right to join, participate in, and assist the Association, and the right to refrain from such membership. Membership shall not be a prerequisite for employment or continuation of employment for any employee.

12:01.10 The parties ascribe to nondiscrimination because of religion, ancestry, sex, race, national origin, color or handicap.

12:02 EMPLOYEE EVALUATION

12:02.1 A copy of the evaluation form concerning the employee's performance shall be given to him/her within ten (10) working days after such evaluation is made.

12:02.2 Probationary: There shall be a conference and preliminary evaluation completed after 30 working days of employment. A second evaluation is completed prior to the end of the 90 work-day probationary period.

12:02.3 Tenured: Shall be evaluated annually between April 1 and May 31. Such evaluation will consist of a formal conference at which the annual evaluation will be discussed.

12.02.4 An annual training program in how to evaluate employees will be conducted for all supervisors.

12.02.5 A supervisor will hold an informal meeting with an employee as soon as possible after the first occurrence of any behavior which warrants discussion. A written notice of concern shall be completed and discussed with the employee following a second or subsequent recurrence(s) of similar behavior.

12.02.6 To aid in the evaluation process, supervisors will receive attendance reports for only those employees who they evaluate. These reports will be sent monthly for the previous three (3) months.

12.02.7 The following chart lists those responsible for conducting evaluations:

Food Service Manager .....Food Service Supervisor

**Food Service .....Food Service Supervisor

Clerks .....Treasurer

Administrative Assistants .....Building Principal

Media Resource .....Building Principal

Transportation Resource .....Operations Supervisor

Building Interventionist .....Building Principal

One-on-One Interventionist .....Building Principal

Paraprofessionals .....Building Principal

Student supervisor.....Building Principal

Board of Education Registrar.....Superintendent or designee

Transportation Attendant .....Operations Supervisor

**Custodians.....Operations Supervisor

Building Foreman .....Operations Supervisor

Maintenance.....Operations Supervisor

Transportation Personnel .....Operations Supervisor

Central Office.....Immediate Central Office Supervisor

Buildings and Grounds Monitor .....Building Principal

** The evaluator shall consult with the food service manager and building foreman in completing evaluations.

12:03 CLASSIFIED EMPLOYEE GROWTH PLAN

12:03.1 The purpose of the Classified Employee Growth Plan is to help the employee improve her/his behavior and/or meet the standard of competence expected for the job she/he was hired to perform. This growth plan is developmental in nature. Employees on a growth plan shall be granted an interview for a lateral transfer and may be selected for the position. However, this transfer is not automatic.

12:03.2 A Growth Plan will be developed whenever an employee receives an "N" or a "U" on her/his annual evaluation. It will be completed as part of that evaluation.

12:03.3 The supervisor and the employee will jointly identify those areas of potential growth and agree upon the specific activities to be completed to achieve that development. A separate Growth Plan will be used for each area of potential growth identified on the annual evaluation.

12:03.4 An "N" evaluation requires that the supervisor and employee meet once, six (6) months after the annual evaluation to review the employee growth that has occurred. The date of this meeting will be mutually scheduled and indicated on the Growth Plan.

12:03.5 A "U" evaluation requires that the supervisor and employee meet quarterly to review the employee's growth that has occurred. The dates of these meetings will be mutually determined and scheduled and indicated on the Growth Plan.

12:03.6 The supervisor will retain the original Growth Plan. The employee will receive a copy. An additional copy will be attached to the employee's annual evaluation form.

12:03.7 Improvement in the employee's behavior will be noted on the original Growth Plan at the time of the follow-up meeting(s). A copy of this annotated form will be given to the employee and an additional copy will be attached to the original evaluation form.

12:03.8 If the employee's "U" behavior has not improved after one (1) year under a Growth Plan, the employee will be referred to the Fair Discipline Procedure for possible further action.

ARTICLE 13 – TRANSPORTATION

13:01 ASSIGNMENT OF REGULAR ROUTES

For the 2011-2012 school year only, all routes will be reposted and rebid to reflect the hours pertaining to Article 13. If in any school year the Board determines to make major changes in the level of transportation services, all routes will be reposted and rebid.

Subject to the previous paragraph, the Operations supervisor will make a good faith effort to keep the major elements of a driver's route consistent from year to year. A major change in a driver's route will be reviewed with the affected driver and the transportation representative, who will be advised of the change and the reason(s) for the change.

When a full route (same driver AM and PM) becomes open, the following procedure will be used to assign a permanent driver to the route:

13:02 OPEN ROUTE DURING THE SCHOOL YEAR

13:02.1 The route, with the assigned bus, will be posted when the Board accepts resignation of driver.

13:02.2 The opportunity to take over an open route, with the assigned bus, will be based on transportation department seniority.

13:02.3 This procedure will continue until one route remains. New drivers will be assigned after all regular drivers have been considered for a run.

13:03 OPEN ROUTE DURING SUMMER MONTHS

13:03.1 Route will be put up for bid during August meeting preceding opening of school.

13:03.2 Opportunity will be based on transportation department seniority.

13:04 TRANSPORTATION OF SPECIAL EDUCATION STUDENTS

a. The position will be posted and the opportunity to take over the position will be based on transportation department seniority.

b. The employee selected will complete a fifteen (15) working day trial period, which will include training in-service in the transportation of special education students.

c. If during the trial period, the driver elects not to remain on the special route he/she may return to his/her original route.

d. During the trial period, the driver's regular route will be assigned to a substitute employee.

13:05 ASSIGNMENT OF FIELD TRIPS

13:05.1 Field trips are defined as any approved transportation activity other than AM/PM, contracted Kindergarten, Pre-school, Career Center, and Special Education routes. Field trips will be posted in the Transportation Department by Trip Board for the week following the field trip meeting.

13:05.2 Field Trips will be organized and listed on Trip Boards.

A. Types of Trip Boards

1. Day Board
2. Evening Weekend Board
3. Eight (8) Hour/Overnight Board
4. Turn-in/Emergency Board
5. Summer Trip Board

B. Operation of Trip Boards

Day Board:
Includes any weekday trip from 12:01 am to 1:45 pm.

Evening/Weekend Board:
Includes any weekday trip from 1:46 pm to 12:00 am and trips operating on Saturdays and Sundays.

Eight (8) Hour/Overnight Board:
Includes eight hour and overnight trips listed on this Board.

Turn-in/Emergency Board:
Includes any trip that is turned back in or a trip that is requisitioned without time to be posted. All Turn-in/Emergency trips will be filled as set fourth in section 13:05.5.

Summer Trip Board

Includes all field trips, except those posted on the Eight Hour/Overnight Trip Board, that go out over Summer break. These summer field trips will be posted one week prior to the summer field trip meeting, which shall be held the Tuesday prior to the end of school. Summer field trips shall be offered on a seniority rotation basis to those signed up for summer work. The seniority rotation for the Summer Trip Board will be continuous summer to summer.

General Provisions:

1. All field trips for the remainder of that week and the following week known by the supervisor or designee by noon of the day of the field trip meeting will be made available for selection at the weekly field trip meeting. In case school is not in session, for example spring break, multiple weeks will be posted. Field trip election meetings will be held weekly, on Tuesdays at 1:15 pm unless the parties mutually agree to another date or time. In the event the day of the meeting is a calamity day, the meeting will take place the following day.

2. Eight hour trips that are short notice, i.e., trips that cannot be posted, will be assigned from the Eight-Hour/Overnight Trip Board. The driver up on the seniority rotation on that board will be able to turn in any other assignment which is less than eight hours to take that trip.

3. Pre-trip, bus travel time and post-trip shall be counted in determining the length of all field trips.

4. Bus Assignment: When possible, drivers assigned to field trips will drive their own bus and the substitute driver will drive the spare bus.

5. There must be a minimum of two (2) hours in between trips that are taken on the same day by the same driver.

13:05.3 Regular drivers will select field trips utilizing a straight, continuous seniority rotation process. A regular driver unable to attend a weekly selection meeting due to absence to attend a funeral, another driving assignment, and/or other assigned duties within the District that conflict with the time of the meeting may designate, in writing, another driver to select for him/her. Each week's seniority rotation will begin where the previous week's rotation stopped. This seniority rotation will continue school year to school year on all trip boards except the Summer Trip Board. The seniority rotation for the Summer Trip Board will be continuous summer to summer.

13:05.4 If, at the end of the seniority selection rotation process, no regular driver selects a field trip, the Transportation Supervisor/designee may offer that field trip to any other driver.

13:05.5 Field trip requests which cannot be posted under Section 13:05.2, General Provisions, will be filled by the Operations Supervisor/designee using the seniority rotation process if possible.

13:05.6 Trip Cancellations:

a. If a trip is cancelled after the pre-trip start time the driver shall be compensated for two (2) hours worked and put back up on the board in the appropriate position where the trip originated from.

b. If a trip is canceled before 12 noon on the day of the trip, the driver will drive his/her own route and will be put back up on the board in the appropriate position where the trip originated from.

c. If a trip is cancelled after 12 pm of the day of the trip, the assigned sub will drive the driver's regular route. The regular driver will forfeit their time, but will be put back up on the board in appropriate position where the trip originated from.

d. The regular driver who has forfeited their regular hours due to a cancelled field trip will be called first if additional substitute drivers are needed. If the regular driver is called into sub, he/she will drive his/her own route if it is still available and the substitute will drive the empty route. "Availability" means the pre-trip start time when the pre-trip is required. If the driver's regular route is not available, he/she will drive the empty route. The driver still remains on the Trip Board from which the cancelled trip originated or first up until a trip becomes available from that Trip Board.

e. When a trip involves multiple buses to the same destination and one or more of the buses is cancelled prior to the pre-trip start time "when required" or prior to the start of the trip, the trip(s) will be taken from the driver(s) in reverse seniority order. The cancelled driver(s) will be put back up on the trip board that the trip originated from.

f. When a field trip involves multiple buses to the same destination and one or more of the buses is cancelled after the pre-trip start time "when required" the drivers will be cancelled in reverse seniority order, will be compensated for two (2) hours and be put back up on the board that the trip originated from.

13:05.7 Any driver accepting a day field trip will not be eligible for a substitute run.

13:05.8 All field trip drivers will be given a trip sheet with the route and emergency telephone numbers.

13:05.9 The field trip rate shall be at the driver's regular rate of pay. Any driver taking a trip that requires a substitute driver to fill his/her run will forfeit their contracted time. The regular driver will then turn in a time sheet with the correct hours of the trip.

13:05.10 The driver on an overnight trip shall receive his/her regular rate of pay for all hours required to meet the transportation needs of the overnight trip. Transportation needs include: pre-trip time, loading and unloading, driving, waiting at the event and other related activities, including bus travel time and post trip inspection, but excluding that period when obligations cease and the driver is released. Drivers are expected to be available during all wait periods at all events.

13:05.11 A driver who cancels without giving at least 24 hours notice will be penalized by losing his/her first selection in the seniority rotation on the board from which the field trip originated.

13:05.12 On a day in which Nordonia Schools are in session, mid-day drivers can only accept 8 hour field trips. On days where a mid-day driver does not have a mid day run, i.e., days in which Nordonia Schools are not in session, they may accept any field trip scheduled for that day. Regular drivers can only take field trips of 2 ½ hours or more where such trips conflict with their regular route, and where the Operations Supervisor/designee determines that there are sufficient substitutes available to cover regular runs and field trips.

Field trips which total less than 2.50 hours may be given to any available driver. For this purpose, "available substitutes" do not include the Operations Supervisor or head mechanic. Vans with no more than seven (7) student passengers may continue to be driven by appropriately trained coaches/advisors and not by regular drivers.

13:05.13 Scheduling Conflicts: When a field trip leaves prior to the end of a driver's regular run and there is no substitute available to cover that run, an attempt will be made to negotiate the departure time. If that fails, one of the following employees will take the field trip: another Field Trip Driver, Transportation Resource, Mechanics, or Operations Supervisor. In cases where safety concerns exist, the coach or person in charge of the field trip will determine, with the approval of transportation supervisor or designee whether the driver covering the trip can drop off students and leave the site or remain until the regular driver arrives to complete the trip. The regular driver who originally selected the field trip must go to the field trip site after completing his/her regular run and complete the remainder of the trip.

13:05.14 Breaks: A driver may be released from the location of the trip for a meal break not to exceed ½ hour after the coach and/or person in charge of the field trip determines that the health and safety needs of the students have been met. All meal break destinations must be pre-approved by the Operations Supervisor/designee prior to leaving for the trip. Once the driver returns from their meal break, they need to re-establish communications with the coach and/or person in charge of the field trip. Any additional breaks due to the length of trip will need to be discussed and approved by coach and/or person in charge of the field trip.

13:05.15 Trip Attendance: Drivers expecting to drive a field trip must drive all applicable daily run/routes and/or mid-day runs the day of the field trip.

If a driver is absent from his/her daily run/route or mid-day for reasons other than funeral leave the following applies:

1st offense: the drivers will lose their first turn off the trip board that the trip originated from.

2nd offense: the drivers will lose their first turn from the day, evening, and emergency field trip boards.

3rd offense: the drivers will lose their first turn from all five trip boards.

13:05.16 Drivers shall be paid for the actual time on field trips plus any additional time required for the driver to complete state/district mandated pre and post trip duties. Pre and post duties are established by the District to comply with State requirements.

13:06 ASSIGNMENT OF MID-DAY RUNS

13:06.1 Mid-day runs are defined as Pre-School, Kindergarten, Career Center, and Special Education routes driven by regular drivers on a daily basis. In a situation where a substitute driver is needed to drive a mid-day run, the Operations Supervisor/designee will offer that mid-day run to regular drivers, according to a straight seniority rotation process. In the event that no regular driver can drive this mid-day run, the Operations Supervisor/designee may offer it to any other driver available.

13:06.2 All routes are assigned on a seniority basis.

13:06.3 The noon Career Center run will be awarded to the driver who drives the AM and PM Career Center run.

13:06.4 The Board will issue salary notices to bus drivers of mid day runs which reflect the total hours estimated for such runs at the start of the school year and total days assigned to the driver. The posted hours will include the allotted time for District-mandated pre-trip and post trip duties. On or about September 30 the Operations Supervisor will review mid day runs and if actual driving time falls below the estimate, the salary will continue at the posted level; if actual driving time increases the salary will be increased. If a mid day run increases it will not be rebid. Pre and post duties are established by the District to comply with State requirements.

13:06.5 When Nordonia mid day runs are cancelled or Nordonia Schools are not in session drivers shall be compensated for their scheduled runs. When out of district mid-day runs are cancelled or schools other than Nordonia are not in session, no compensation shall be made to the driver of said run.

13:06.6 On a day in which Nordonia Schools are in session, mid-day drivers can only accept 8 hour field trips. On days where a mid-day driver does not have a mid day run, i.e., days in which Nordonia days are not in session, they may accept any field trip scheduled for that day. Regular drivers can only take field trips of 2 ½ hours or more where such trips conflict with their regular route, and where the Operations Supervisor/designee determines that there are sufficient substitutes available to cover regular runs and field trips.

13:07 WORKING HOURS-REGULAR ROUTES

The Board will issue salary notices to bus drivers which reflect the total hours estimated at the start of the school year and total days assigned to the driver. The posted hours will include the allotted time for District-mandated pre and post trip duties. The Operations Supervisor/designee will make a good faith effort to keep the routes at 5 hours or above per day of attendance for Nordonia students. Such routes will not be designed with the intent to deprive drivers of benefit eligibility under Article 5 above except as part of a reduction in force. Drivers shall be paid their regular rate for time driven and daily state/district mandated pre and post trip duties. On or about September 30th, the Operations Supervisor will review routes and if the actual time falls below the estimate, the salary will continue at the posted level; if actual driving time increases, the salary will be increased. If a route increases, it will not be rebid. Pre and post duties are established by the District to comply with State requirements. Vehicles will be inspected regularly by the Operations Supervisor/designee to check for cleanliness. Drivers shall be paid their regular hourly rate for attendance at mandatory meetings.

Drivers who have combined Nordonia and non-Nordonia routes will drive the affected portions in accordance with the calendar of each district/school.

13:08 Board will pay $30.00 toward renewal of bargaining unit drivers license once every four year period. The Board will pay the full cost of conducting a required criminal record check with the Bureau of Criminal Identification and Investigation of the State of Ohio for each bargaining unit member in the transportation department.

13:09 The School Nurse will provide a list of students and their medical conditions pertinent to transporting of the students. This list will be provided within three (3) weeks of the start of school to the Transportation Supervisor. The Transportation Supervisor will provide the list to each driver and transportation attendant affected. This information is confidential and cannot be displayed or publicized by the individual driver.

13:10 The Operations Supervisor, with assistance from the Head Mechanic, may adjust vehicle assignments to the driver's current route. Any adjustment in vehicle assignment will be based on recognized fleet management standards. The route will retain the assigned bus until the bus needs to be replaced with a new or transferred vehicle and/or major routing changes need to be made district-wide. In that event, drivers will choose a route based on straight seniority. At the same time, drivers will select a bus from a list of vehicles appropriate for that route. It is understood that some minor changes in routes may occur due to ongoing student registration.

13:10.1 If a driver will be absent from any future bidding process she/he will provide a written list of her/his first three picks to the transportation union steward. Drivers who are on unpaid leave of absence or worker compensation will not participate in future bidding process, but will have a route available for them according to Article 6:04.5-6:04.7.

ARTICLE 14 – FAIR DISCIPLINE PROCEDURE

14:01.1 Bargaining Unit Members shall have the right to be represented by the Association at conferences with the administration when the focus of the conference is the possible disciplining of said member. A member who intends to exercise this option shall inform the Administration in advance of his/her intent to be accompanied by Association representative(s) and the identity of said representative(s). Any employee who waives his/her right to representation must sign a release.

14:01.2 Discipline less than discharge will be undertaken only by administrative supervisors, shall be for corrective purposes only and should be progressively invoked. Discipline shall be appropriate to the seriousness of the offense. The affected employee may seek to have disciplinary material(s) removed from her/his file under section 12:01.8.

14:01.3 An employee may be relieved of duties with or without loss of pay at the option of the Board.

14:01.4 If the employee's presence would lead to a clear and present danger to the lives, safety or health of students or fellow employees, the Board may immediately suspend without pay the employee for no more than three (3) work days. The pay may be recovered through the Grievance Procedure if the action is deemed unjustified. No additional suspension without pay shall take effect until said employee receives service of a notice of suspension.

APPENDIX A

Nordonia Hills City Schools
Classified Employee Evaluation Form
Adopted 6/00

Employee Name _____

Classification/Job _____ Title: _____

Evaluator Name _____ Evaluation Date: _____

Evaluation Type: Probationary: Initial _____ Final _____
Tenured _____

Probationary: An initial probationary evaluation and conference shall be completed 30 working days after date of hire. A final probationary evaluation shall be completed prior to the end of the 90-day probationary period.

Tenured: A formal evaluation conference shall be held between April 1-30 to discuss all tenured staff.

Any Outstanding (O) rating shall be supported by specific comments.

A Growth Plan shall be completed whenever an employee receives a Needs Improvement (N) or Unsatisfactory (U) rating. See Section 12:02 for the procedures to be followed in completing this form.

		O	S	N	U
ATTENDANCE					
QUALITY OF WORK	Accuracy, Thoroughness, Neatness				
QUANTITY OF WORK	Amount of Work Accomplished				
SUPERVISION REQUIRED					
RELIABILITY	Judgment, Ability to Organize and Work on own, Leadership Traits and Ability to Follow Directions				
KNOWLEDGE OF JOB	Methods, Materials, and Equipment				
COMMUNITY AND STAFF RELATIONS	Courteous to Public, Polite to Individuals, Projects a Positive Personal Appearance				
WORK HABITS	Dependability, Initiative, Concern and Safety				

KEY O = Outstanding S = Satisfactory
N = Needs Improvement U = Unsatisfactory

Evaluator Comments on any "O" rating:

_____

The employee's signature indicates only that she/he has seen this evaluation and does not necessarily indicate that she/he agrees with this evaluation.

Employee Comments: _____

EMPLOYEE SIGNATURE: _____ DATE: _____

EVALUATOR SIGNATURE: _____ DATE: _____

APPENDIX B

Nordonia Hills City Schools
Classified Employee Growth Plan
Adopted 6/00

Employee Name _____ Date _____

Evaluator Name _____

Job Site _____

Evaluation Date _____

The purpose of this Classified Employee Growth Plan is to help the employee improve her/his behavior and/or meet the standard of competence expected for the job she/he was hired to perform. This growth plan is developmental in nature and will not affect either lateral transfer or promotional opportunities. See Section 12:03 for the procedures to be followed in completing this form.

AREA OF POTENTIAL GROWTH:

_____

(Annual evaluation "N" or "U") _____

ACTIVITIES TO ACHIEVE DEVELOPMENT:
1. _____

2. _____

3. _____

Scheduled Follow-Up Meetings and Comments:
(Six (6) months for "N" and quarterly for "U")

DATE: _____ COMMENTS: _____

_____

_____

DATE: _____

_____

_____

DATE: _____

_____

_____

DATE: _____

_____

_____

The Supervisor will retain the original Growth Plan. The Employee will receive a copy and an additional copy will be attached to the employee's annual evaluation form.

APPENDIX C

Nordonia Hills City Schools
Classified Staff
Request for Personal Leave
Adopted 7/11

Employees may take three personal leave days without reason under the following conditions:

- Request must be filed in the Assistant Superintendent's office at least five (5) days prior to the date of the leave.
- Personal leave may not be used more than one day in succession.
- Personal leave days shall be restricted to two (2) employees per classification within a building.
- Personal leave may not be used the day preceding or day following any school break, vacation period, or holiday.
- Personal leave may not be used or during the first two (2) or last two (2) weeks of the school year or on Mondays or Fridays during the months of May and June.
- Personal leave may not be used on days of state-wide testing.
- Personal leave may not be used to pursue, in any way, outside gainful employment.
- These restrictions may be waived at the discretion of the Superintendent or his designee.

THE PERSONAL DAY IS REQUESTED ON _____
DATE

_____
EMPLOYEE (SIGNATURE) (PLEASE PRINT)

_____
PRINCIPAL OR SUPERVISOR Recommend Do not recommend

_____
ASSISTANT SUPERINTENDENT Approve Disapproved

TO BE COMPLETED BY THE CENTRAL OFFICE

Number of Personal Day(s) used this year _____

APPENDIX D

Nordonia Hills City Schools

GRIEVANCE FORM

STEP 1 2 3
(Circle appropriate step)

GRIEVANCE NO: _____ DATE: _____

GRIEVANT'S NAME (please print) _____

CLASSIFICATION: _____ PAYGRADE/POSITION: _____

GRIEVANT'S IMMEDIATE SUPERVISOR: _____

DATE OF ORAL DISCUSSION WITH SUPERVISOR*: _____ _____
(Req'd for Step I) (Supervisor initials)

DATE OF REVIEW BY GRIEVANCE COMMITTEE: _____ _____
(Req'd for Step I) (Committee initials)

DATE OF REVIEW BY OAPSE FIELD REP/
GRIEVANCE COMMITTEE: _____ _____
(Req'd for Step II) (Fld Rep initials)

DATE, TIME, LOCATION OF OCCURRENCE: _____

ARTICLE(S) OF AGREEMENT
ALLEGED TO HAVE BEEN VIOLATED: _____

_____

STATEMENT OF GRIEVANCE (MUST INCLUDE HOW THE EMPLOYEE BELIEVES THE CONTRACT PROVISION(S) HAS BEEN VIOLATED):

_____

_____

_____

_____

RELIEF REQUESTED/SUGGESTED RESOLUTION(S): _____

_____

SIGNATURE: _____ DATE/TIME FILED
(GRIEVANT)

SIGNATURE: _____
(BUILDING REP)

*Grievances involving discipline shall be filed with Business Director and shall not require a meeting with the immediate supervisor. Grievance Committee must still review.

(FORM MUST BE FILED IN TRIPLICATE)

REVISED 12/04

APPENDIX E

Nordonia Hills City Schools
Vacation Request Form
(ARTICLE 10:04)

Name: _____ Date: _____

Position: _____ Building: _____

This form is due to your immediate supervisor at least two (2) weeks before the start of the quarter.

QUARTER:
(Check appropriate quarter)

☐ July, August, September

☐ October, November, December

☐ January, February, March

☐ April, May, June

(Circle dates requesting for each month)

MONTH 1

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
24 25 26 27 28 29 30 31

MONTH 2

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
24 25 26 27 28 29 30 31

MONTH 3

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
24 25 26 27 28 29 30 31

APPROVED _____ _____
Date Signature of Immediate Supervisor

NUMBER OF VACATION DAYS TO CARRY
OVER TO NEXT CONTRACT YEAR _____

CC: Business Office

APPENDIX F

Nordonia Hills City Schools
SICK LEAVE DONATION FORM

I wish to donate ____ days from my accumulated sick leave (no more than five (5) days per year) to _____ (name of employee requesting sick leave donation).

I am scheduled for:

_____ five (5) hours or more per day

_____ less than five (5) hours per day.

(check one)

_____ _____
Date Name

PAYROLL SHALL DATE AND TIME STAMP THE FORM ON RECEIPT

NOTE: this program expires at the end of the 2011-12 school year.

APPENDIX G

CLASSIFICATION I – FOOD SERVICE EMPLOYEES

CLASSIFICATION I – FOOD SERVICE

Pay Grade I – Food Service Worker

	2014-15	2015-16	2016-17
STEP 0	$12.47	$12.72	$12.98
STEP 1	$12.80	$13.06	$13.32
STEP 2	$13.05	$13.31	$13.57
STEP 3	$13.49	$13.76	$14.04
STEP 4	$13.96	$14.24	$14.53
STEP 5	$14.39	$14.68	$14.97
STEP 6	$14.81	$15.11	$15.41
STEP 7	$14.89	$15.19	$15.49

Pay Grade II – Asst. Mgr. All Buildings

	2014-15	2015-16	2016-17
STEP 0	$13.50	$13.77	$14.05
STEP 1	$13.81	$14.09	$14.37
STEP 2	$14.07	$14.35	$14.63
STEP 3	$14.52	$14.82	$15.11
STEP 4	$14.99	$15.29	$15.60
STEP 5	$15.32	$15.63	$15.94
STEP 6	$15.86	$16.18	$16.50
STEP 7	$15.94	$16.26	$16.59

Pay Grade III -- Manager – Elementary

	2014-15	2015-16	2016-17
STEP 0	$15.49	$15.80	$16.12
STEP 1	$15.80	$16.12	$16.44
STEP 2	$16.21	$16.53	$16.86
STEP 3	$16.66	$16.99	$17.33
STEP 4	$17.07	$17.42	$17.76
STEP 5	$17.54	$17.89	$18.25
STEP 6	$17.91	$18.27	$18.63
STEP 7	$18.00	$18.36	$18.73

Pay Grade IV -- Manager – MS/HS

	2014-15	2015-16	2016-17
STEP 0	$16.32	$16.65	$16.98
STEP 1	$16.78	$17.11	$17.46
STEP 2	$17.21	$17.55	$17.91
STEP 3	$17.66	$18.01	$18.37
STEP 4	$18.09	$18.46	$18.83
STEP 5	$18.53	$18.90	$19.28
STEP 6	$18.94	$19.32	$19.71
STEP 7	$19.03	$19.41	$19.80

Banquet rate shall be equal to the employee's regular rate of pay.

CLASSIFICATION SERIES II – CLERICAL

Pay Grade I – Board of Education Registrar

	2014-15	2015-16	2016-17
STEP 0	$16.82	$17.16	$17.50
STEP 1	$17.24	$17.58	$17.93
STEP 2	$17.70	$18.05	$18.41
STEP 3	$18.09	$18.46	$18.83
STEP 4	$18.55	$18.92	$19.30
STEP 5	$18.96	$19.34	$19.73
STEP 6	$19.43	$19.82	$20.22
STEP 7	$19.53	$19.92	$20.32

Pay Grade II – Administrative Assistants

	2014-15	2015-16	2016-17
STEP 0	$16.82	$17.16	$17.50
STEP 1	$17.24	$17.58	$17.93
STEP 2	$17.70	$18.05	$18.41
STEP 3	$18.09	$18.46	$18.83
STEP 4	$18.55	$18.92	$19.30
STEP 5	$18.96	$19.34	$19.73
STEP 6	$19.43	$19.82	$20.22
STEP 7	$19.53	$19.92	$20.32

Pay Grade III – Clerks

	2014-15	2015-16	2016-17
STEP 0	$16.82	$17.16	$17.50
STEP 1	$17.24	$17.58	$17.93
STEP 2	$17.70	$18.05	$18.41
STEP 3	$18.09	$18.46	$18.83
STEP 4	$18.55	$18.92	$19.30
STEP 5	$18.96	$19.34	$19.73
STEP 6	$19.43	$19.82	$20.22
STEP 7	$19.53	$19.92	$20.32

CLASSIFICATION SERIES III – SPECIAL NEEDS INTERVENTION

Pay Grade I – Transportation Attendants

	2014-15	2015-16	2016-17
STEP 0	$14.26	$14.54	$14.84
STEP 1	$14.54	$14.83	$15.12
STEP 2	$14.98	$15.28	$15.59
STEP 3	$15.39	$15.70	$16.01
STEP 4	$15.82	$16.14	$16.46
STEP 5	$16.30	$16.63	$16.96
STEP 6	$16.99	$17.33	$17.68
STEP 7	$17.07	$17.42	$17.76

Pay Grade II – Building Interventionists

	2014-15	2015-16	2016-17
STEP 0	$14.26	$14.54	$14.84
STEP 1	$14.54	$14.83	$15.12
STEP 2	$14.98	$15.28	$15.59
STEP 3	$15.39	$15.70	$16.01
STEP 4	$15.82	$16.14	$16.46
STEP 5	$16.30	$16.63	$16.96
STEP 6	$16.99	$17.33	$17.68
STEP 7	$17.07	$17.42	$17.76

Pay Grade III – One-On-One Interventionist

	2014-15	2015-16	2016-17
STEP 0	$14.26	$14.54	$14.84
STEP 1	$14.54	$14.83	$15.12
STEP 2	$14.98	$15.28	$15.59
STEP 3	$15.39	$15.70	$16.01
STEP 4	$15.82	$16.14	$16.46
STEP 5	$16.30	$16.63	$16.96
STEP 6	$16.99	$17.33	$17.68
STEP 7	$17.07	$17.42	$17.76

CLASSIFICATION SERIES IV – EDUCATIONAL ASSISTANCE

Pay Grade I – Student Supervisor (2 hours or less)

	2014-15	2015-16	2016-17
STEP 0	$14.20	$14.48	$14.77
STEP 1	$14.45	$14.74	$15.04
STEP 2	$14.89	$15.19	$15.49
STEP 3	$15.33	$15.64	$15.95
STEP 4	$15.76	$16.07	$16.40
STEP 5	$16.23	$16.55	$16.88
STEP 6	$16.91	$17.25	$17.59
STEP 7	$16.99	$17.33	$17.68

Pay Grade II – Paraprofessionals (more than 2 hours)

	2014-15	2015-16	2016-17
STEP 0	$14.20	$14.48	$14.77
STEP 1	$14.45	$14.74	$15.04
STEP 2	$14.89	$15.19	$15.49
STEP 3	$15.33	$15.64	$15.95
STEP 4	$15.76	$16.07	$16.40
STEP 5	$16.23	$16.55	$16.88
STEP 6	$16.91	$17.25	$17.59
STEP 7	$16.99	$17.33	$17.68

Pay Grade III – Media Resources

	2014-15	2015-16	2016-17
STEP 0	$14.94	$15.24	$15.55
STEP 1	$15.45	$15.76	$16.08
STEP 2	$15.86	$16.18	$16.50
STEP 3	$16.25	$16.57	$16.91
STEP 4	$16.71	$17.04	$17.38
STEP 5	$17.13	$17.47	$17.82
STEP 6	$17.60	$17.95	$18.31
STEP 7	$17.69	$18.04	$18.40

CLASSIFICATION SERIES V – OPERATIONS

Pay Grade I – Full-Time Custodian

	2014-15	2015-16	2016-17
STEP 0	$15.86	$16.18	$16.50
STEP 1	$16.25	$16.57	$16.91
STEP 2	$16.71	$17.04	$17.38
STEP 3	$17.13	$17.47	$17.82
STEP 4	$17.60	$17.95	$18.31
STEP 5	$18.00	$18.36	$18.73
STEP 6	$18.46	$18.83	$19.21
STEP 7	$18.55	$18.92	$19.30

Pay Grade II – Evening/Night Foreman

	2014-15	2015-16	2016-17
STEP 0	$17.04	$17.39	$17.73
STEP 1	$17.43	$17.78	$18.14
STEP 2	$17.85	$18.21	$18.57
STEP 3	$18.33	$18.70	$19.07
STEP 4	$18.72	$19.09	$19.47
STEP 5	$19.18	$19.56	$19.95
STEP 6	$19.62	$20.02	$20.42
STEP 7	$19.73	$20.12	$20.52

Pay Grade III – Courier

	2014-15	2015-16	2016-17
STEP 0	$17.06	$17.41	$17.75
STEP 1	$17.46	$17.81	$18.17
STEP 2	$17.90	$18.26	$18.62
STEP 3	$18.37	$18.74	$19.11
STEP 4	$18.74	$19.11	$19.49
STEP 5	$19.22	$19.60	$19.99
STEP 6	$19.67	$20.06	$20.46
STEP 7	$19.76	$20.15	$20.56

Pay Grade IV – Elementary Building Foreman

	2014-15	2015-16	2016-17
STEP 0	$17.18	$17.52	$17.87
STEP 1	$17.63	$17.98	$18.34
STEP 2	$18.07	$18.44	$18.80
STEP 3	$18.43	$18.80	$19.18
STEP 4	$18.87	$19.25	$19.63
STEP 5	$19.36	$19.75	$20.14
STEP 6	$19.77	$20.16	$20.57
STEP 7	$19.87	$20.27	$20.67

Pay Grade V – Middle/High School Building Foreman

	2014-15	2015-16	2016-17
STEP 0	$18.02	$18.38	$18.75
STEP 1	$18.48	$18.85	$19.23
STEP 2	$18.90	$19.28	$19.66
STEP 3	$19.36	$19.75	$20.14
STEP 4	$20.04	$20.44	$20.85
STEP 5	$20.54	$20.95	$21.37
STEP 6	$20.91	$21.33	$21.75
STEP 7	$21.01	$21.43	$21.86

Pay Grade VI – Maintenance

	2014-15	2015-16	2016-17
STEP 0	$18.52	$18.89	$19.27
STEP 1	$18.94	$19.32	$19.71
STEP 2	$19.53	$19.92	$20.32
STEP 3	$19.97	$20.37	$20.78
STEP 4	$20.56	$20.97	$21.39
STEP 5	$20.96	$21.38	$21.81
STEP 6	$21.42	$21.85	$22.29
STEP 7	$21.52	$21.95	$22.39

Pay Grade VII – Assistant Maintenance Supervisor

	2014-15	2015-16	2016-17
STEP 0	$19.00	$19.38	$19.77
STEP 1	$19.47	$19.86	$20.26
STEP 2	$20.12	$20.53	$20.94
STEP 3	$20.63	$21.05	$21.47
STEP 4	$21.01	$21.43	$21.86
STEP 5	$21.50	$21.93	$22.37
STEP 6	$21.87	$22.31	$22.75
STEP 7	$21.98	$22.42	$22.87

CLASSIFICATION SERIES VI – TRANSPORTATION

Pay Grade I – Drivers

	2014-15	2015-16	2016-17
STEP 0	$17.83	$18.19	$18.55
STEP 1	$18.30	$18.66	$19.04
STEP 2	$18.76	$19.13	$19.52
STEP 3	$19.13	$19.51	$19.90
STEP 4	$19.57	$19.97	$20.36
STEP 5	$19.98	$20.38	$20.79
STEP 6	$20.47	$20.88	$21.30
STEP 7	$20.57	$20.98	$21.40

Pay Grade II – Assistant Mechanic

	2014-15	2015-16	2016-17
STEP 0	$19.13	$19.51	$19.90
STEP 1	$19.59	$19.99	$20.39
STEP 2	$20.01	$20.41	$20.82
STEP 3	$20.47	$20.88	$21.30
STEP 4	$20.87	$21.29	$21.71
STEP 5	$21.30	$21.72	$22.16
STEP 6	$21.74	$22.17	$22.61
STEP 7	$21.85	$22.29	$22.73

Pay Grade III – Head Mechanic

	2014-15	2015-16	2016-17
STEP 0	$21.47	$21.90	$22.34
STEP 1	$21.96	$22.40	$22.85
STEP 2	$22.38	$22.83	$23.28
STEP 3	$22.73	$23.18	$23.64
STEP 4	$23.19	$23.66	$24.13
STEP 5	$23.61	$24.09	$24.57
STEP 6	$24.09	$24.57	$25.07
STEP 7	$24.20	$24.69	$25.18

CLASSIFICATION SERIES VII – TRANSPORTATION

Pay Grade I – Transportation Resource

	2014-15	2015-16	2016-17
STEP 0	$14.94	$15.24	$15.55
STEP 1	$15.45	$15.76	$16.08
STEP 2	$15.86	$16.18	$16.50
STEP 3	$16.25	$16.57	$16.91
STEP 4	$16.71	$17.04	$17.38
STEP 5	$17.13	$17.47	$17.82
STEP 6	$17.60	$17.95	$18.31
STEP 7	$17.69	$18.04	$18.40

CLASSIFICATION SERIES VIII – SAFETY & SECURITY

Pay Grade I – Building/Grounds Monitor

	2014-15	2015-16	2016-17
STEP 0	$14.71	$15.00	$15.30
STEP 1	$15.16	$15.46	$15.77
STEP 2	$15.62	$15.93	$16.25
STEP 3	$16.10	$16.42	$16.75
STEP 4	$16.55	$16.89	$17.22
STEP 5	$17.03	$17.37	$17.72
STEP 6	$17.48	$17.83	$18.19
STEP 7	$17.57	$17.93	$18.28

APPENDIX H

PERSONAL LEAVE BANK

A personal leave bank will be maintained. Each member of the bargaining unit may voluntarily donate a maximum of one (1) unused personal leave day per school year to the Personal Leave Bank which enrolls them as a member of the bank.

The Board will keep track of accumulated days and provide a list of eligible leave participants to the OAPSE President at the beginning of each school year.

Eligibility and Use of Personal Leave Bank Days

1. The Superintendent and the OAPSE President shall mutually determine eligibility for persons who apply for use of paid leave from the Personal Leave Bank, and shall determine the number of personal leave bank days authorized to the employee. The number of days will not exceed forty-five (45) days initially. Such eligible employees must have exhausted all of their sick leave accumulation and must have a serious or catastrophic illness or injury personally or in their immediate family.

2. Only bargaining unit members who have donated shall be eligible for enrollment in the Personal Leave Bank and may enroll by donating one (1) personal leave day to the bank by October 1st.

3. If an employee is considered for disbursement of personal leave bank days, they must first contribute their remaining personal days to the Personal Leave Bank before any days are disbursed to the employee.

4. An employee using the Personal Leave Bank must apply for SERS disability leave when eligible.

==========

Employee Name: _____ School Year:_____
(Please print clearly)

[ ] I authorize the reduction of one (1) personal leave day from my account to be donated to the District's Personal Leave Bank. I understand that this donation will allow me to participate in the District's Personal Leave Bank for this school year.

_____ Date:_____
Employee Signature

Return this form to the Treasurer's Office by October 1.

You will receive an e-mail acknowledgement when the personal leave day is deducted.

SIGNATURE PAGE

Board President	OAPSE President
Superintendent	OAPSE Vice President
Treasurer	Other
Date 8/1/14	Date 8-1-14

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Nordonia Hills City School District Board of Education ("Board") and the Ohio Association of Public School Employees OAPSE/AFSCME, Local 246 ("Association").

WHEREAS, the Board and Association are parties to a Negotiated Agreement ("Agreement") having a term of July 1, 2011 through June 30, 2014; and

WHEREAS, Section 1:05 of the Agreement states that "[t]he negotiated agreement shall be effective July 1, 2011 through and including June 30, 2014, provide [sic] the parties shall reopen for negotiations regarding wages, Section 4:07 and Appendix G, and health insurance during spring 2012. If complete agreement on those items is not reached by June 30, 2012, the entire agreement shall expire;" and

WHEREAS, the Board and the Association have met and engaged in negotiations for the purpose of determining wages and health insurance for the 2012-13 and 2013-14 school years as referred to above;

NOW, THEREFORE, the Board and Association agree as follows:

Section 1. During the remainder of the term of the Agreement, no bargaining unit member shall be eligible for any wage increase or salary schedule step movement on the salary schedule as contained in Appendix G of the Agreement, and such step freeze shall not be restored in the future.

Section 2. Article 4:07 – Wage Schedule shall be amended as follows:

* * *

4:07.1 The wage schedules from the 2010-11 school year shall continue without change and employees shall maintain their step and longevity positions from 2010-11 **and 2011-12** for **2012-13 and 2013-14** . **Such salary step freeze shall not be restored in the future.**

4:07.2 WAGE SCHEDULE – ALL CLASSIFICATION SERIES SEE APPENDIX G

4:07.3 PHYSICALS

Reimbursement for required physicals for bus drivers under contract shall be at the following rate per hour for two (2) hours maximum.

60% of Pay Grade I	Step 0 $10.49

4:07.4 Longevity increments shall be paid to all employees at the end of their ninth (9th), twelfth (12th), fifteenth (15th), nineteenth (19th) and twenty-second (22) year of service in the District. The pay adjustment will be effective at the beginning of the next contract year on July first and thereafter.

The increments shall be as follows:

Tenth (10th) Year	twenty cents ($.20)
Thirteenth (13th) Year	twenty cents ($.20)
Sixteenth (16th) Year	thirty cents ($.30)
Twentieth (20) Year	twenty cents ($.20)
Twenty-third Year	twenty cents ($.20)

A year of service will be credited to all employees who start their regular employment prior to December 31st of their first year. Longevity increments will be based on uninterrupted, continuous service in the Nordonia Hills City School System. Employees shall maintain any longevity step previously awarded but shall not advance a longevity step, nor initially be placed on a longevity step, for the 2011-12**, 2012-13, and 2013-14** school year**s**.

4:07.5 Rates for Substitutes who are not otherwise Nordonia employees shall never equal or exceed Step 0 of any pay grade.

4:08 Starting with the 2005-06 school year, the Board will assume the cost of the Educational Assistant/Student Monitor permit.

* * *

Section 3. Article 5, Section A of the Agreement shall be amended as follows:

* * *

The Board will pay the cost of hospitalization and major medical for each regular employee working thirty (30) or more hours per week for nine (9) months or more per year. Effective July 1, 2011, the Board agrees to pay ninety four per cent (94%) of total premium for single coverage and eighty eight percent (88%) of total premium for family coverage for such employees. **For the 2013-14 school year, the Board agrees to pay ninety-one percent (91%) of the premium for single coverage** and eighty eight percent (88%) of total premium for family coverage for such employees.

* * *

Section 4. Section 4:01.5 of the Agreement shall be amended as follows:

* * *

Employees shall be paid in twenty-four (24) pay periods per year. Any pay deductions made on a yearly basis will be prorated over the pay periods. The first pay date for the 2012-13 school year will be August 30, 2012, and the pays will continue thereafter on a twenty-four (24) pay schedule with pay dates on the 15th and the 30th, unless the 15th or 30th is on a Saturday, Sunday, or nonbanking day. In that event, the pay date shall be on the closest banking day preceding the 15th or 30th.

* * *

Section 5. The parties agree to split the August 30, 2012 pay into two (2) equal pays with fifty percent (50%) paid on August 24, 2012 and fifty percent (50%) paid on August 30, 2012. All discretionary deductions shall be taken from the August 30, 2012 pay.

Section 6. This Memorandum satisfies the requirement set forth in paragraph 1.05 that the parties have reached a complete agreement prior to June 30, 2012.

Section 7. All other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement between the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have entered into this Memorandum of Understanding on this ____ day of June, 2012.

NORDONIA HILLS CITY SCHOOL DISTRICT BOARD OF EDUCATION	OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES OAPSE/AFSCME, LOCAL 246
_____	_____
President	President
_____	_____
Superintendent	Negotiating Team Member
_____	_____
Treasurer	Negotiating Team Member