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AN AGREEMENT

between

THE PARMA CITY SCHOOL DISTRICT
BOARD OF EDUCATION

and the

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,
CHILDREN SERVICES LOCAL 165, AFSCME, AFL-CIO LOCAL 4

EFFECTIVE: AUGUST 1, 2014
EXPIRES: JULY 31, 2017

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ARTICLE I PREAMBLE

This Agreement is hereby entered into by and between the Board of Education of the Parma City School District, hereinafter referred to as the "Employer," and the Ohio Association of Public School Employees, Children Services Local 165, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE II RECOGNITION

2.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time and regular part-time employees employed in the Employer's Daycare/Extended Daycare facilities occupying the positions of childcare provider, lead childcare provider, senior childcare provider, recorder, lead record keeper/technical support, record keeper/clerk and lead teacher; excluding administrative assistant, program assistant, daycare director, supervisor of children's services, managerial, supervisory and confidential employees, and all casual part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

2.2 In the event the Employer creates new positions, the Employer and the Union shall meet to determine if such positions are appropriate for the bargaining unit. If the Employer and Union are unable to agree as to whether a position is to be included within the bargaining unit, the Union may refer the dispute to the State Employment Relations Board (SERB). If the Employer and the Union agree to place a position within the bargaining unit or if SERB places a position within the bargaining unit, the Employer and Union shall meet to negotiate the appropriate wage rate.

ARTICLE III MANAGEMENT RIGHTS

3.1 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed, laid off, or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

3.2 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE IV NON-DISCRIMINATION

4.1 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, or disability.

4.2 The Employer and Union expressly agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to membership and non-membership.

ARTICLE V DUES DEDUCTION

5.1 The Board agrees to deduct from the pay of an employee, when so authorized in writing by an employee, dues for the Ohio Association of Public School Employees (OAPSE) and for Local #165.

5.2 Enrollment for dues deduction shall be made upon the submission of the employees' voluntarily signed statements of authorization submitted to the Parma Board of Education Treasurer by the Union no later than September 30 for the non fifty-two (52) week employees and no later than July 31 for the fifty-two (52) week employees; or within the first pay period of each working month prorated over the remainder of the work year; or within thirty (30) days of completion of an employee's probationary period.

5.3 Union membership dues shall be deducted in equal installments beginning with the second pay in October and ending in June for non fifty-two (52) week employees. Union membership dues shall be deducted in equal installments beginning with the second pay in October and ending with the first pay in August for fifty-two (52) week employees. However, no employee shall have his/her union dues deducted from the pay immediately following the winter recess period. Therefore, the pay date immediately following the winter recess period will be excluded when calculating the number of pay periods used to determine the amount of dues to be deducted each pay date for that school year.

The monies so deducted shall be forwarded to the appropriate treasurer, i.e., State union dues shall be forwarded to the State union treasurer and local dues shall be forwarded to appropriate local treasurers. The pertinent local chapter treasurer will be informed when a new employee has successfully completed his/her probationary period and when an employee has been recalled from Reduction In Force.

5.4 The Union agrees to indemnify and hold the Board harmless against any and all claims that may arise out of or are in any way related to the deduction of dues pursuant to this Article and the Ohio Revised Code.

5.5 The Board agrees to deduct from the wages of any employee who is a member of the Union, a P.E.O.P.L.E. (public employees' organization to promote legislative education) deduction as

authorized in writing by the employee on a form provided by the Union. Such written authorization form must be submitted to the Parma School Treasurer and the appropriate Union Chapter President. The Board agrees to remit any deductions made pursuant to this provision to the P.E.O.P.L.E. Committee within ten (10) working days together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted. The minimum amount to be deducted per pay shall be one dollar (\$1.00) and shall be in dollar increments. Deductions for employees, if possible, shall commence with the dues deductions each year and continue until the authorization is revoked.

5.6 At the conclusion of the employee's probationary period, employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit, and shall reflect the same graduated schedule according to wages earned. The Union shall notify the Employer of the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union, both State and Locals, in the same manner except that written authorization for deduction of fair share fees is not required.

5.7 The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, and demands by any employees arising from the deduction of fair share fees made by the Employers pursuant to this Article and to defend the Employer in any such claims, actions and demands through competent attorneys selected by the Union and with the agreement of the Superintendent of designee. Further, the Union agrees to abide by standards enumerated by SERB or other authority, with regard to the fair share fee procedure.

ARTICLE VI NO-STRIKE

6.1 The Union does hereby affirm and agree that during the term of this Agreement, it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

6.2 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

6.3 The Employer agrees that it will not lock-out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees.

ARTICLE VII RIGHTS AND RESPONSIBILITIES

7.1 The Union or any committee thereof may use school facilities and equipment, with the permission of the Business Office, when such facilities or equipment shall be used for Union business only. The Board at its discretion, may charge the Union a reasonable fee for such use. Supplies necessary for the use of the equipment shall be furnished by the Union. The Union may use the buildings as long as such requests are not in conflict with Board policy concerning building use.

7.2 The Employer shall designate an area or space in each building for Union communication.

7.3 A general mailbox will be provided for Day/Extended Day Care in each building.

7.4 Duly authorized representatives of the Union and its respective affiliates including the Field Representative assigned by the Ohio Association of Public School Employees may be permitted to transact official Union business at reasonable times provided that this shall not interfere with or interrupt normal operations, and provided that any Union business to be transacted with staff members during duty hours shall be with the prior approval of the Employer's non-bargaining unit supervisor.

7.5 The Employer agrees to permit two (2) authorized delegates of the Union a maximum of three (3) days to attend the OAPSE Conference with no loss of pay or benefits. A maximum of one (1) bargaining unit member who is a member and elected State, District or Department Officer (President, Vice-President, Treasurer, Secretary), shall each be granted three (3) days to attend the OAPSE Annual Conference with no loss in pay or benefits. The local president or State Officer will notify the Children's Services Office of the name of the delegates thirty (30) days prior to the conference. Should the Local desire to send an additional delegate, the delegate shall use any accumulated personal days or, if none, leave without pay.

7.6 The Union shall be provided with a complete seniority roster of all bargaining unit employees by no later than November 15th of each year. The seniority roster shall include date of hire.

7.7 The Union shall be provided a list of names of all new hires consisting of those employees hired during the preceding month.

7.8 Employees will receive notification of their return-to-work date before June 30 of the current school year.

ARTICLE VIII PROBATIONARY PERIOD

8.1 All new employees of the Day/Extended Day Care, shall serve a probationary period for the first ninety (90) actually worked days of their employment. If the employee is discharged prior to the end of the probationary period, such employee shall have no right to challenge such discharge through any provision of this Agreement nor under any provision of the law or statutes.

8.2 A probationary period for a current employee who changes classification or program through the bid procedure (a bid is defined as the process of applying for a position through a job posting), within the same classification series shall be referred to as "trial period" for a period of thirty (30) days actually worked.

8.3 During the trial period, which shall be thirty (30) actually worked days, the employee's immediate supervisor will prepare progress reports. Such employee shall be provided a verbal or written progress report after fifteen (15) days actually worked. The employee must sign a copy of this report before it goes to the Children's Services Office. The signature does not necessarily mean the employee agrees with the report, but merely the employee has read and discussed it with the Supervisor. No comments can be added to the progress report after the employee has signed it.

8.4 If during the trial period, the employee's work performance has been determined to be unsatisfactory, the employee will be given written notice advising him/her that his/her work performance has been unsatisfactory. If the employee is given an unsatisfactory progress report after fifteen (15) actually worked days, that employee will thereafter be evaluated within ten (10) actually worked days and given another progress report.

8.5 If an employee in a trial period fails to meet the requirements for the position, is laid-off, or he/she chooses to return to his/her previous position up to the last day his/her previous position is posted, he/she will be returned to his/her previous position held prior to the promotion (same total hours, same job classification and wage schedule placement) if such position still exists. Such employee shall have no right to appeal such layoff or return through the grievance procedure.

8.6 The employee being displaced by such trial period employee will be returned to his/her previous position. Such displacement shall occur (domino effect) until all employees that are displaced due to the return of the trial period employee are returned to their previous positions.

8.7 Bargaining unit employees will not perform progress reports (evaluations). However, evaluation information can be gathered from other employees deemed appropriate by the immediate supervisor.

8.8 Notwithstanding any provisions of the Ohio Revised Code, Ohio Administrative Code or any administrative tribunal's decision to the contrary, all resignations submitted by any employee covered by this Agreement shall be final and irrevocable upon the resignations acceptance by the Supervisor of Children Services or designee.

ARTICLE IX CONDITIONS OF EMPLOYMENT

9.1 A "lateral transfer" is defined as movement of a permanently appointed employee from one position to another in the same classification. When a position opening has been posted, an employee desiring a lateral transfer to that position shall notify the Children's Services Office in writing sending a copy of notification to the appropriate OAPSE Local President. Lateral transfer will be given consideration, by seniority, over promotional transfers. The Employer reserves the right to deny lateral or demotional transfers at its discretion.

No employee may transfer from one position to another more than once per school year, without the approval of the Employer.

9.2 All bargaining unit position openings shall be posted via a District-wide email and/or on the District Website within ten (10) working days from the time the opening occurs for a period of five (5) working days unless there are extenuating circumstances that prevent the position from being posted. The applicable Local President will be given written notification and rationale of the "extenuating circumstances". There is no time restriction placed upon temporary appointments to vacant positions. The position, if filled, shall be awarded to the highest rated applicant, based on the applicants' skill, ability and experience. If two (2) or more applicants are rated substantially equal, the applicant with the most seniority shall be awarded the position.

9.3 A copy of any material concerning an employee's performance placed in the employee's personnel file shall be forwarded to that employee. Employees shall have the opportunity to reply to material in his/her personnel file by attaching a written statement to the file copy. Upon written request to the Children's Services Office, material in the employee's file shall be duplicated and presented to said employee within twenty-four (24) hours of the request being received by the Children's Services Office. If the employee requests immediate duplicates, there will be a charge of twenty-five (25¢) cents per page for duplicate copies. The copies shall be ready for the employee at the conclusion of his/her workday. If a member of the public requests information from an employee's personnel file, the employee will be notified that the request has been made.

9.4 Following the probationary period no employee shall be disciplined without just cause. The Employer agrees to follow the principles of "progressive discipline," except in those instances when the offense committed by the employee warrants a more severe form of disciplinary action as determined at the sole discretion of the Employer.

9.5 Employees in childcare positions who are required to fulfill "in-service training hours" required by the Ohio Department of Education licensing rules must satisfy the requirement as mandated by ODE rules and regulations . Failure to satisfy this requirement may result in the employee's termination.

9.6 Children's Services employees shall be provided reasonable access to school computers in order to access District communications.

9.7 The Union, or any committee thereof is authorized reasonable use of school mails, emails and mailboxes. Misuse of this privilege may result in withdrawal of the use of school mail, emails and mailboxes if the Administration first documents misuse of this privilege and then allows the Union the opportunity to correct such misuse.

ARTICLE X EMPLOYEE PROTECTION

10.1 All cases of serious verbal threat or physical assault from students, parents or employees against any employee shall be reported immediately to the appropriate administrator. Every case of serious verbal threat or physical assault by a student shall be referred through the Student Services Department to the Office of the Superintendent on the appropriate form. Verbal threats or assaults by other than students shall be reported to the Director of Human Resources.

10.2 The Employer agrees to provide a secure area for employees' personal property while at work.

10.3 The Parma School District Board of Education and all of the employees in the bargaining unit shall comply with all federal and state laws, board policy and municipal ordinances, which require that there shall be no smoking or use of tobacco products in any of the facilities in the school district. Any violation of this provision may cause the violator to be subject to disciplinary action.

ARTICLE XI LABOR/MANAGEMENT

11.1 In the interest of working together to promote good employer/employee relations, the Employer and the Union agree to conduct labor/management meetings, which will be held upon request not to exceed three (3) times per year to hear and respond to both the Board and employees concerns. Minutes of these meetings will be taken and distributed.

ARTICLE XII SENIORITY

12.1 System seniority is defined as the length of continuous employment with the Board as computed from the employee's most recent date of hire in a position contained in the bargaining unit. In the event two (2) employees have the same date of hire, their order of seniority will be determined by a flip of a coin or in the case of three (3) or more employees, the drawing of lots. "Date of hire" shall be the first paid workday with children in attendance for all employees hired after the effective date of this Agreement.

12.2 Job classification seniority is defined as the length of continuous employment in a particular job classification as computed from the employee's most recent entry into such classification.

12.3 Any medical leaves, any military leaves, and any paid leaves shall not constitute a break in continuous service and shall not cause any adjustment in the initial date of employment of the employee for the purpose of seniority and seniority based benefits for a maximum of six (6) months (military leaves are not limited).

12.4 Time spent on authorized unpaid leave of absence of thirty (30) work days or more shall not constitute a break in service and leave time shall not be counted in the calculation of seniority. Time spent on an unpaid leave of less than thirty (30) work days shall be counted in the calculation of seniority.

Military leaves are exempt from this and will count towards the calculation of seniority.

12.5 A bargaining unit member accepting an excluded position will not accumulate any seniority for days they work in said position, but may maintain seniority earned while in the bargaining unit for use should the employee return to the bargaining unit within one (1) year of the start date in the excluded position.

12.6 Within thirty (30) days after the execution of this Agreement, the Employer will provide a seniority roster by November 1st for all employees covered by this Agreement. Seniority shall be determined according to past practice for those employees hired prior to the effective date of this Agreement. Employees shall have fourteen (14) days within which to appeal their proposed seniority date of hire. Absent any appeal by the employee(s), the seniority date shall be final.

ARTICLE XIII LAY-OFF AND RECALL

13.1 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.

13.2 Employees within affected job titles shall be laid off according to their relative seniority (within the bargaining unit) with the least senior being laid off first, provided that all students, temporary and probationary employees within the affected job title(s), within the bargaining unit, are laid off first in the above respected order. Employees who are laid off must bump into an open position with the same hours prior to bumping an employee out of an existing position.

13.3 Employees who are laid off from one (1) job title may displace (bump) another employee with the least seniority in a lower rated job title within the lay-off series. As the last option prior to being laid off, an employee may bump into a position listed on the right of the Classification Series in 13.11.

13.4 Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with the least seniority in a lower rated job title pursuant to the provisions of paragraph .3, above.

13.5 In all cases where one (1) employee is exercising his/her seniority to displace (bump) another employee, his/her right to displace (bump) into another job title is subject to the conditions that he/she is qualified for the position and able to perform the functions and duties of the position to which he/she is attempting to displace (bump) into.

If an employee displaces (bumps) an employee in another series, there shall be a thirty (30) work days "trial period" (subject to Section 8.03). During the trial period, the employee will be observed by the immediate supervisor. If the immediate supervisor determines the employee is not meeting the requirements for the position, the employee shall be placed on lay-off status subject to recall.

13.6 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee pursuant to the above provisions shall be laid off.

13.7 Employee(s) who are laid off shall have the option of displacing (bumping) another employee pursuant to the above provisions, or being directly laid off by the Employer.

13.8 Recalls shall be in the inverse order of lay-off and laid off employees shall retain their right to recall for thirty-six (36) months from the date of lay-off to the position or loss of hours from his/her position for which he/she was laid off from.

13.9 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within ten (10) calendar days from the date the Employer mails the recall notice, shall be considered to have resigned his/her position and forfeits all rights to employment with the Employer.

13.10 Employee(s) scheduled for lay-off shall be given a minimum of ten (10) working days advance notice of lay-off.

13.11 There are hereby created three (3) lay-off series for the purposes of administering lay-offs and displacement pursuant to this Article.

Series A – Day Care

Lead Teacher

Senior Child Care Provider

Day Care Child Care Provider EDC Child Care Provider

Series B – Extended Day Care

Lead Child Care Provider

Child Care Provider Day Care Child Care Provider

Series C

Lead Record Keeper/Technical Support

Record Keeper/Clerk

Recorder

ARTICLE XIV ABSENCES AND LEAVES

14.1 Personal Leave

Up to three (3) days of noncumulative paid personal leave each year (July 1 through June 30) will be granted each employee in accordance with the provisions as set forth in O.R.C. 3319.142. For new employees only, those employees beginning service with the Employer between July 1 and October 31 will be granted up to three (3) days of personal leave. Those new employees beginning service November 1 through January 31 will be granted up to two (2) days of personal leave and those employees beginning service February 1 or later of any school year will receive no personal leave days.

July 1 - October 31 - 3 days

November 1 - January 31 - 2 days

February 1 - thereafter - 0 days

14.2 Personal leave shall be granted to transact necessary personal business or attend to affairs of a personal nature which are not covered by sick leave policy. The following options selected by May 1st of each school year may be implemented for unused personal leave days.

A) Transfer unused personal leave days to the employee’s accumulated sick leave days at the end of each school year. Option “A” will be automatically implemented if the employee does not select options “B.”

B) Be compensated at the following rate for unused personal leave at the end of each school year:

One-half (1/2) the employee's average daily rate of pay per accrued day up to three (3) days.

Abuse of personal leave shall constitute cause for disciplinary action.

14.3 Probationary employees shall not be entitled to accumulate nor use personal leave during their probationary period. The exception to this provision shall be those employees who accept a promotion who shall continue to be entitled to personal leave as set forth in this article. The maximum number of employees that will be allowed to use personal leave on any given day can be restricted by the employee's immediate supervisor when necessary due to valid operational considerations.

14.4 Personal leave is not to be used to extend holidays or recesses; the pursuit of sporting or recreational interests, hobbies or avocations, or to seek or engage in gainful employment; shopping or such activities as yard maintenance or to provide vacation.

Requests for personal leave during the first or last five (5) school days of the students' scheduled school year must specify the reason for such leave.

14.5 A personal leave day is the same as the employee's normally scheduled work day. A minimum of one-half day can be requested prorated according to the normal work day. Requests for personal leave day(s) shall be submitted to the supervisor at least three (3) days prior to the commencement of the leave.

Where an emergency exists, a request may be submitted with less than the above- mentioned time schedule if the specific reason for leave is stipulated.

14.6 Jury Duty/Court Appearance Leave: In all cases where employees are summoned to appear before the court or a grand jury and in cases in which they are neither the petitioner nor the defendant, they shall be paid their regular rate of pay for the days required.

14.7 Assault Leave: An employee will be eligible for assault leave when it is clearly established that such absence has directly resulted from a physical assault occurring during the course of Board employment on school grounds, during school hours, or at school sponsored functions at which attendance is required. Full pay status under Assault Leave can be granted up to a maximum of thirty (30) days.

14.81 Before assault leave compensation will be provided, an assault report with the appropriate law enforcement agency must be filed within seventy-two (72) hours of the alleged assault. This period may be extended if the extent of the employee's injuries preclude filing a timely report. However, if the assault occurs, which is caused by a student whose behavior is a manifestation of his/her disability, the employee may not be required to file such a report as determined by the administration.

14.82 Such eligibility shall be determined by the Superintendent or designee and will be based on a signed statement on the appropriate form which shall include, but not be limited to, the following:

- (a) Nature of the injury.
- (b) Date and time of occurrence.
- (c) Identification of the individual or individuals causing the assault, if known.
- (d) Facts and circumstances surrounding the assault.
- (e) A certificate from a licensed physician describing the nature of the injury sustained causing absence. However, the Board has the explicit right to require the employee to see a Board appointed physician, at the Board expense, to obtain a second opinion regarding the severity of the injury and the necessary leave time.
- (f) A statement indicating a willingness to participate and cooperate with the Board of Education if the Board decides to pursue legal action against the assaulter(s).

14.83 Such payment under Assault Leave is to be in lieu of any per diem income from Worker's Compensation. Following such leave, the employee shall be returned to duty provided he/she is physically fit to assume normal responsibilities, has not resigned, or become eligible for disability retirement. Such determination shall be made by the Superintendent or designee. Falsification of the signed statement to determine eligibility for assault leave benefits or the physician's certificate is grounds for suspension or termination of employment.

14.84 The Board will support and cooperate with any employee who uses reasonable force in restraining a student who is causing or threatening to cause harm to another person.

14.8 FMLA: The Board of Education will comply with the provisions of the Family and Medical Leave Act of 1993.

ARTICLE XV SICK LEAVE

15.1 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

15.2 All employees shall earn sick leave at the rate of fifteen (15) days per year, computed at one and one-quarter (1.25) days per month and prorated to his/her scheduled work day.

15.3 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason for the absence at least one (1) hour before the start of his/her work shift each day he/she is to be absent. All sick leave will be paid at the rate of the loss incurred while absent.

15.4 Sick leave may be used in segments of not less than one (1) hour, unless the Employer approves a smaller segment.

15.5 Before an absence may be charged against accumulated sick leave, the Children's Services Supervisor may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the Children's Services Supervisor and paid by the Employer.

15.6 If the employer requests and an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Children's Services Supervisor, at his/her discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Children's Services Supervisor's discretion, be considered an unauthorized leave and shall be without pay.

15.7 Any abuse or a shown patterned use of sick leave shall be just and sufficient cause for disciplinary action.

15.8 The Children's Services Supervisor may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid by the Employer, to establish that he/she is not disabled from the performance of his/her duties and that his/her return to duty will not jeopardize the health and safety of other employees or children.

15.9 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, mother-in-law, father-in-law, stepchild or person actually residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, grandparents, grandchildren, spouse, spouse's parents, child, brother, sister, or person in loco parentis.

15.10 Employees who retire from active service in the Parma City Schools may elect to be paid in cash for sick leave accumulated and unused at the time of retirement on the following basis:

a) Effective August 1, 2008, the following will be used to determine payment for sick leave accumulated and unused at the time of retirement.

b) Upon written application to the Treasurer, those employees with accumulated and unused sick leave at the time of retirement will be paid a sum equal to the value of the percentage set forth below.

0 – 100 days at 25% = 25 days maximum

101 – 200 days at 40% = 40 days maximum

201 – 250 days at 50% = 25 days maximum

90 days maximum

15.11 Such payment shall be based on the employee's daily rate of pay at the time of retirement. Payment of sick leave on this basis shall be considered to eliminate all sick leave credit accrued to the employee. Such payment shall be made only once to any employee. Any employee who severs employment with the district other than retirement and has at least fourteen (14) years of service at not less than two and one-half (2 ½) hours per day may elect to receive a lump cash payment as outlined in 15.10. Payment of sick leave on this basis shall be considered to eliminate all sick leave credit accrued to the employee. Such payment shall be made only once to any employee. The beneficiary of any employee who dies prior to retirement shall be eligible to receive the benefits as outlined in 15.10. Any employee who severs employment in the district shall be notified in writing by the Treasurer of the eligibility for and the right to receive the commuted sick leave benefits.

ARTICLE XVI HOLIDAYS

16.1 All employees shall receive paid holidays in accordance with the following:

- A. New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

16.2 In order to qualify for holiday pay, an employee must work the scheduled day before and after the holiday, except that an employee on bereavement leave, jury duty, or sick leave will receive the holiday pay upon submission of proper proof substantiating the absence. However, an employee who works the last workday prior to Thanksgiving Day or Christmas Day, respectively, but is absent (except for reasons set forth above) on the first workday following the day after Thanksgiving or New Year's Day, respectively, shall forfeit only one day of holiday pay. Likewise, an employee who is absent (except for reasons set forth above) the last workday prior to Thanksgiving Day or Christmas Day, respectively, but who works the first workday after the day after Thanksgiving or New Year's Day, respectively, shall forfeit only one day of holiday pay.

ARTICLE XVII HOURS OF WORK AND PREMIUM PAY

17.1 Employees who work eight (8) consecutive hours in the same job title are entitled to one (1) hour unpaid lunch. Employees who work less than eight (8) hours per day will work their assigned time without a lunch break.

17.2 Employees who work four (4) consecutive hours in the same job title are entitled to one (1) fifteen (15) minute paid break.

17.3 Employees will be entitled to pay at the rate of time-and-one-half (1 1/2) for all hours over forty (40) actually worked in a week or work after 6:00 p.m. due to a late parent pick up.

17.4 All extra hours, other than late parent pick-up, shall be approved in advance by the employee's supervisor. Payment for such hours will not be denied; however, the employee may be subject to discipline for a failure to secure prior approval under these circumstances.

ARTICLE XVIII PAY PROCEDURES

18.1 All employees will be paid every other Friday.

ARTICLE XIX

WAGE SCHEDULE

Effective on August 1, 2014, employees shall be compensated as follows:

The wage schedule below reflects a 3% increase for all (*see exception to Daycare/EDC and Lead Teacher) classifications for steps 1-5 to be applied on 8/1/14.

Additionally, a 2% increase for all classifications to step 5 to be applied on 8/1/2015; and a 2% increase for all classifications to step 5 to be applied on 8/1/2016.

*The Daycare and EDC Child Care Provider classification:

- Step 1 (starting wage) has been increased from \$8.75 to \$9.29
 - Step 2 shall remain the same as Step 1
 - Step 3 is increased as shown (\$0.58)
 - Step 4 is increased as shown (\$1.06)
 - Step 5 is increased as shown (\$0.53)
- Step 5 is then increased by 2% on 8/1/15 and by 2% on 8/1/16

*Lead Teacher:

(Increased as shown for 8/1/14; 2% increase applied to Step 5 on 8/1/15; 2% increase applied to Step 5 on 8/1/16)

	8/1/13	8/1/14	8/1/15	8/1/16
Step 1 (13.48)	\$15.60 per hour	\$15.60 per hour	\$15.60 per hour	\$15.60 per hour
Step 2 (14.01)	\$16.07 per hour	\$16.07 per hour	\$16.07 per hour	\$16.07 per hour
Step 3 (14.54)	\$16.55 per hour	\$16.55 per hour	\$16.55 per hour	\$16.55 per hour
Step 4 (15.07)	\$17.05 per hour	\$17.05 per hour	\$17.05 per hour	\$17.05 per hour
Step 5 (15.60)	\$17.56 per hour	\$17.91 per hour	\$18.27 per hour	\$18.27 per hour

Recorder:

	8/1/13	8/1/14	8/1/15	8/1/16
Step 1 (9.55)	\$ 9.84 per hour			
Step 2 (10.08)	\$10.38 per hour	\$10.38 per hour	\$10.38 per hour	\$10.38 per hour
Step 3 (10.61)	\$10.93 per hour	\$10.93 per hour	\$10.93 per hour	\$10.93 per hour
Step 4 (11.14)	\$11.47 per hour	\$11.47 per hour	\$11.47 per hour	\$11.47 per hour
Step 5 (11.67)	\$12.02 per hour	\$12.26 per hour	\$12.51 per hour	\$12.51 per hour

*Daycare and EDC Child Care Provider:

	8/1/13	8/1/14	8/1/15	8/1/16
Step 1 (8.75)	\$ 9.29 per hour			
Step 2 (9.29)	\$ 9.29 per hour			
Step 3 (9.82)	\$ 9.82 per hour			
Step 4 (10.35)	\$10.88 per hour	\$10.88 per hour	\$10.88 per hour	\$10.88 per hour
Step 5 (10.88)	\$11.41 per hour	\$11.64 per hour	\$11.87 per hour	\$11.87 per hour

Lead Recordkeeper/Technical Support:

	8/1/13	8/1/14	8/1/15	8/1/16
Step 1 (13.48)	\$13.88 per hour	\$13.88 per hour	\$13.88 per hour	\$13.88 per hour
Step 2 (14.01)	\$14.43 per hour	\$14.43 per hour	\$14.43 per hour	\$14.43 per hour
Step 3 (14.52)	\$14.98 per hour	\$14.98 per hour	\$14.98 per hour	\$14.98 per hour
Step 4 (15.07)	\$15.52 per hour	\$15.52 per hour	\$15.52 per hour	\$15.52 per hour
Step 5 (15.60)	\$16.07 per hour	\$16.39 per hour	\$16.72 per hour	\$16.72 per hour

Recordkeeper/Clerk:

	8/1/13	8/1/14	8/1/15	8/1/16
Step 1 (10.61)	\$10.93 per hour	\$10.93 per hour	\$10.93 per hour	\$10.93 per hour
Step 2 (11.14)	\$11.47 per hour	\$11.47 per hour	\$11.47 per hour	\$11.47 per hour
Step 3 (11.67)	\$12.02 per hour	\$12.02 per hour	\$12.02 per hour	\$12.02 per hour
Step 4 (12.20)	\$12.57 per hour	\$12.57 per hour	\$12.57 per hour	\$12.57 per hour
Step 5 (12.73)	\$13.11 per hour	\$13.37 per hour	\$13.64 per hour	\$13.64 per hour

19.1 Pay Procedures: Employees moving from one classification to another due to a promotion or transfer, shall be placed on the salary step that is closest to their current salary step hourly rate.

Employees moving from one classification to another due to a layoff or demotion shall be placed on the same step of the salary schedule as their previous position. Employees currently holding an additional identical position in the same lower classification shall be placed on the same salary step of the current additional position.

ARTICLE XX LONGEVITY PAY

20.1 Eligible employees shall receive an additional twenty-five cents (25¢) per hour after ten (10) years of service, commencing on the next August 1st.

20.2 Eligible employees shall receive an additional thirty cents (30¢) per hour after fifteen (15) years of service, commencing on the next August 1st.

20.3 Eligible employees shall receive an additional thirty-five cents (35¢) per hour after twenty (20) years of service, commencing on the next August 1st.

ARTICLE XXI GENDER AND PLURAL

21.1 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXII HEADINGS

22.1 It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section nor affect any interpretation of any article or section.

ARTICLE XXIII CONFORMITY TO LAW

23.1 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

23.2 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

23.3 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE XXIV OBLIGATION TO NEGOTIATE

24.1 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

24.2 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

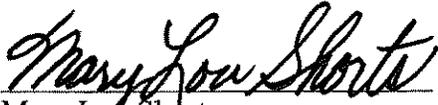
24.3 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE XXV TOTAL AGREEMENT

25.1 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.



Fran Knebusch
Local #165 President



Mary Lou Shorts
Local #165 Vice President



Elizabeth Hershberger



Lloyd Rains
Regional Director
OAPSE/AFSCME



Sean Nicklos
Board President



Dan Bowman
Chief Financial Officer/Treasurer