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NEGOTIATED AGREEMENT

BETWEEN

**THE SHAWNEE CLASSIFIED
EMPLOYEES ASSOCIATION**

AND

**THE SHAWNEE LOCAL SCHOOLS
BOARD OF EDUCATION**

**September 1, 2014
to
August 31, 2017**

NEGOTIATED AGREEMENT
The Shawnee Classified Employees Association and
The Shawnee Local Board of Education

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**NEGOTIATED AGREEMENT
BETWEEN
THE SHAWNEE CLASSIFIED EMPLOYEES ASSOCIATION
AND
THE SHAWNEE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

ARTICLE I - RECOGNITION AGREEMENT

A. RECOGNITION

The Shawnee Local School Board of Education, hereinafter referred to as the "Board," recognizes the Shawnee Classified Employees Association, OEA/NEA, hereinafter referred to as the "Association" or "Union," as the sole and exclusive representative, for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, of full-time and regular part-time non teaching personnel. Specifically excluded from the bargaining unit are the Food Service Supervisor, Transportation Supervisor, Maintenance Supervisor, Grounds Supervisor, Custodial Supervisor, Computer Systems Operator, Transportation Supervisor's Assistant, Superintendent's Administrative Assistants, up to three Treasurer's Assistants, Special Education Administrative Assistant, substitute, temporary, seasonal or casual employees, and all other supervisory, management level, confidential and professional employees as defined by Chapter 4117 of the Ohio Revised Code.

B. DEFINITIONS

The following definitions apply to this agreement unless expressly provided otherwise:

1. The "Association" or "Union" means the Shawnee Classified Employees Association, its affiliated organizations (National Education Association and Ohio Education Association) and persons acting on behalf of the Association or any affiliated organization.
2. The "Board" means the Shawnee Local School District Board of Education and its administrators and others authorized to act on its behalf.
3. "Days" mean calendar days.
4. "District" means Shawnee Local School District.
5. "Employee" means any member of the bargaining unit.

ARTICLE II - ASSOCIATION RIGHTS

The Association shall have the right to use school buildings for Association meetings after school hours or at such other times as will not interfere with academic or extracurricular activities. The building principal shall be notified as far in advance as

possible of the time and place of such meetings. The Association shall restore the meeting place to its original condition upon leaving.

Upon reasonable request of the President of the Association, the Association shall have the right to use school equipment when it is not needed for academic or extracurricular purposes.

The Association shall have the use of a bulletin board in each building for the purpose of posting notices of its activities and matters of Association concern on such bulletin boards.

The Association may use the internal mail system of the school and place communications in the mailboxes provided each employee and/or workstation.

The Treasurer of the Board or his/her designee shall provide to the Association president and vice president notices of all meetings of the Board, copies of the Board agenda and copies of Board minutes.

Except for rights of access to buildings for meetings and to public records pursuant to Ohio law, the Association rights set forth in this Article are exclusive of other employee organizations representing classified employees.

If the administration requires a classified employee to attend an investigatory interview that could lead to discipline and the meeting is on the SCEA Association President's work time the following will apply:

- 1) The meeting may not be held during cafeteria lunch time, a custodial or maintenance emergency, or a bus route.
- 2) A notice must be given to the Association President's Supervisor, as soon as possible, but not less than 30 minutes in advance.
- 3) The Association president must return to work fifteen minutes after the meeting.
- 4) The employee must ask to be represented and the request shall be honored.
- 5) The Bargaining Unit Employees when subpoenaed will be relieved of their duties when every effort has been made to avoid interruption of work activities, unless the school administration so authorizes in all phases of the grievance procedure.

ARTICLE III - BOARD RIGHTS

A. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself,

the Superintendent and other personnel in management all powers, rights, authority, duties and responsibilities conferred upon and vested in it or them by the laws and the Constitution of the State of Ohio, and of the United States, including but not limited to the right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions, programs, and services of the Board, standards of services, its budget, utilization of technology, and organizational structure; direct, supervise, evaluate, and hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the work hours of employees and the overall methods, process, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate employees for just cause; lay off, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the mission of the school district as an educational unit; effectively manage the work force; adopt policies not inconsistent with the specific written terms of this Agreement; issue, implement and modify work rules; take actions to carry out the mission of the school district; and the Superintendent's right to direct, assign, supervise, evaluate, schedule and transfer employees; and to direct assign and schedule pupils and their instruction.

- B.** The Board may make decision in the exercise of its management rights without bargaining with the Association, but the Board is obligated to bargain about the effect(s) of management's decisions on the wages, hours and terms and conditions of employment of employees.

C. FAIR SHARE FEE

RIGHT TO FAIR SHARE FEE

1. Payroll Deduction of Fair Share Fee

Beginning with employees hired for the 2000/2001 school year the employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Shawnee Classified Employees Association, a fair share fee for the union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining. This fair share fee requirement does not apply to bargaining unit members continuously employed since the 1999-2000 school year or previously.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, (which shall not be more than 100% of the unified dues of the Union), shall be transmitted by the Union to the Treasurer of the Board on or about September 15, 2000 and

each year thereafter during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the employer agrees to promptly transmit all amounts deducted to the Union.

3. Schedule of Fair Share Fee Deductions

All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall commence on the first pay date, which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- a. sixty days employment in a bargaining unit position or
- b. January 15.

4. Transmittal of Deductions

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

5. Procedure for Rebate

The Union represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

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

7. Indemnification of Employer

The Union on behalf of itself and the OEA and NEA agrees to indemnify the employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The employer shall give a twenty-one (21) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- b. The Union shall reserve the right to designate counsel to represent and defend the employer;
- c. The employer agrees to (1) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (2) permit the Union or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Union or its affiliates' application to file briefs amicus curiae in the action;
- d. The employer acted in good faith compliance with the fair share fee provision of this Contract; however; there shall be no indemnification of the employer if the employer intentionally willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE IV - NEGOTIATION PROCEDURE

A. DIRECTING REQUESTS

Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent or his designee. Requests from the Board will be made in writing to the President of the Association. Requests for negotiation meetings shall be submitted between sixty (60) and one hundred and twenty (120) days prior to the expiration of the contract term.

B. NEGOTIATION MEETINGS

An agreement will be reached by the Board and the Association within five (5) days of the request as to the time and place of the meeting, which shall be held within fifteen (15) days after the request, has been submitted. All items proposed by the parties shall be written in full (laundry lists shall be rejected) and submitted to the representative(s) of both teams at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties. Additional ground rules, if any, will be established at the first meeting. Negotiation meetings shall be in executive session unless mutually agreed to by both parties. Negotiation meetings shall be held between the negotiating teams. Time and dates as used in this Article may be changed by mutual agreement.

C. REPRESENTATION

Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. Representatives of

the Board shall meet with designated representatives of the Association to negotiate in good faith. While no final agreement shall be executed without ratification by the Association and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. INFORMATION

The parties agree to furnish each other upon written request and in reasonable time all factual information pertinent to the items being negotiated.

E. WHILE NEGOTIATIONS ARE IN PROGRESS

1. **Caucus** - The chairman of either group may recess his group for independent caucus of reasonable duration at any time.
2. **Protocol** - No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.
3. **Item Agreement** - As negotiation items receive tentative agreement, they shall be reduced to writing, dated and Initialed by each party. Such initialing shall not be construed as final agreement and shall not be binding upon the negotiating teams until all items in dispute have been resolved.
4. **Schedule of Meetings** - Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

F. AGREEMENT

If consensus is reached on those matters being negotiated, the understanding of the teams shall be reduced to writing and submitted to the membership of the Association for ratification. If ratified, the written contract between the parties shall be submitted to the Board for its consideration. If approved by the affirmative vote of a majority of the full Board, the agreement shall be signed by both parties.

G. DISAGREEMENT

In the event of disagreement, the parties agree to the use of a mediator, selected under the rules of the Federal Mediation and Conciliation Services. The costs for the mediator shall be equally divided between the parties.

H. INTERIM BARGAINING

If the parties reopen negotiations based upon a specific re-opener provision of this agreement, all the provisions of this article shall apply. In the event the parties are unable to reach agreement after mediation, this negotiated agreement shall expire ten (10) days after the Association has given notice to the Board to proceed pursuant to Section 4117.14 (D) (2), Ohio Revised Code. Except for mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specific period of time. The cost in securing and utilizing the services of a mediator shall be shared equally by the Board and the Association. No public employee shall strike during the term or extended term of a collective bargaining agreement or during the pendency of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.

I. RIGHTS OF INDIVIDUALS

Nothing in this Document shall prohibit any non-teaching employee from presenting views, proposals, or grievances to the Superintendent or to the Board in accordance with established procedure. Negotiations, however, shall be conducted according to this contract.

J. DEFINITIONS

"Good faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process. The obligation of the representatives of the Board and the Association to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

K. The Negotiations Procedure set forth in this Article constitutes the entire dispute settlement procedure mutually agreed to by the parties.

ARTICLE V - GRIEVANCE PROCEDURE

A. DEFINITIONS CONCERNING GRIEVANCES

1. A "grievance" is a claim by the Association or by one or more employees that there has been a violation, misinterpretation, or misapplication of a

provision of this agreement, or a violation, misapplication or misinterpretation of Board policy.

2. "Aggrieved person" shall mean any person(s) in the bargaining unit making the complaint or the Association. In the event more than one person files the same complaint, each shall sign the grievance. Such person or group may be represented by a representative of the Association's choosing at any formal level of this procedure.
3. "Bargaining unit" shall mean as defined in the Recognition article of this agreement.
4. The time limits contained in this section shall serve as a maximum. Failure to file a grievance or failure to process a grievance to the next step of the procedure in accordance with the time limits contained herein shall result in a waiver of the grievance. Failure of school officials to respond to a grievance in accordance with the time limits contained herein shall entitle the grievant to advance to the next step in the procedure. If a grievant or school official is unable to comply with a time limit of this procedure by reason of being on approved sick leave, or by other reason if all parties involved mutually agree in writing, the appeal period shall be extended by the number of days on approved sick leave or by any " other number of days mutually agreed to.
5. "Day," except as otherwise provided, means a work day other than a Saturday, Sunday, federal holiday or calamity day.

B. PURPOSE OF GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible administrative level, in the quickest possible time, equitable solutions to grievances of all members in the bargaining unit. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. INFORMAL PROCEDURE

Level One

A person with a grievance shall first discuss it with his/her supervisor, within fifteen (15) work days of the date of the incident giving rise to the grievance, with the objective of resolving the matter informally. If the supervisor does not have the authority to bring about a resolution of the alleged problem, the process may begin at Level Two.

D. FORMAL GRIEVANCE PROCEDURE

1. Level Two

If the aggrieved person is not satisfied with the outcome of informal procedures, he/she may present his/her claim within fifteen (15) work days of the date of the conclusion of Level One in writing to his/her Supervisor and to his/her SCEA - PR&R Committee (President, Vice President, Secretary/Treasurer). (See form in Appendix.) The supervisor shall, within five (5) work days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person with copies to the SCEA - PR&R Committee and to the Superintendent.

2. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file his/her written grievance with the SCEA - PR&R Committee and the Superintendent or his/her authorized representative (hereafter "Superintendent") with a copy to the supervisor within five (5) work days. The Superintendent shall, within five (5) work days after receipt of the written grievance, meet with the aggrieved person, the SCEA - PR&R Committee, and all parties involved, for the purpose of resolving the grievance. The Superintendent shall within five (5) work days after this hearing, render his/her decision and the reasons therefore, in writing to the aggrieved person with copies to the SCEA - PR&R Committee and the supervisor. If the aggrieved person is not satisfied with the disposition of the Superintendent on a grievance concerning Board policy, he or she may appeal to the Board by filing a written appeal with the Treasurer within five (5) work days of receipt of the Superintendent's disposition. If such an appeal is timely filed, the grievant may appear before the Board in executive session with Association representation to present the grievance at the next regular Board meeting or at a special meeting called by the Board for that purpose within thirty (30) calendar days of the filing of the appeal. The Board shall send the grievant, the Association president and the Superintendent a copy of its disposition of the grievance within ten (10) work days of the meeting. The Board's disposition of a policy grievance may not be appealed to arbitration.

3. Level Four

If the SCEA/PR&R Committee is not satisfied with the disposition the grievance at Level Three on a grievance alleging a violation, misinterpretation or misapplication of this agreement, the SCEA/PR&R Committee shall within five (5) work days, request in writing that the chairperson of the SCEA - PR&R Committee submit his/her grievance to binding arbitration by an outside arbitrator in accordance with the Rules of

the American Arbitration Association. The SCEA - PR&R Committee shall, within five (5) work days after receipt, review the grievance and the answer and, if it desires, advise in writing the Superintendent of its desire to proceed to arbitration. Within five (5) work days after receipt of the request for arbitration by the Superintendent, representatives of the Board and the Association shall meet to select an arbitrator. If they are unable to agree on an arbitrator, the parties shall jointly petition the American Arbitration Association for a list of fifteen (15) names from which the arbitrator shall be selected according to the rules of AAA. Either party shall be entitled to request a second list. Once the arbitrator has been selected, he/she shall, conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) calendar days or such time as may be agreed upon. Decisions 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 administration, the Association and the grievant(s). 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 issues presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law. Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne one-half (1/2) by the losing party and one-half (1/2) by the winning party.

E. SCOPE OF GRIEVANCE APPLICATION

This grievance procedure governs all members of the bargaining unit of the school district.

F. NO REPRISAL

No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any

member of the SCEA - PR&R Committee, or any participant in the grievance procedure by reason of such participation.

G. MISCELLANEOUS GRIEVANCE PROCEDURE

1. So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended in writing by mutual consent.
2. In the event a grievance is filed or being processed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
3. If the SCEA - PR&R Committee decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the aggrieved person, It may withdraw its support. The aggrieved person may always seek, individually, further satisfaction of his/her grievance through normal administrative channels. He/she may not be represented by any other organization or group at any time.

H. EXCLUSIVITY OF THE GRIEVANCE PROCEDURE

The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this agreement and any extensions thereof. It is expressly understood and agreed that neither the Association nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure.

It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Association and the Board's representative, shall be final and binding upon the grievant, the Association, the Administration and the Board.

It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this agreement.

Nothing in this provision shall preclude either party from obtaining a temporary restraining order, preliminary injunction or permanent injunction for the sole purpose of preserving the right to use the grievance procedure as the exclusive remedy for resolving disputes under this agreement.

ARTICLE VI - EMPLOYMENT PRACTICES

A. SENIORITY

1. Seniority Defined

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

- a. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- b. Seniority shall accrue for all the time an employee is on active pay status or is receiving worker's compensation benefits.
- c. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- d. Full time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full time standard as defined by this Contract.
- e. Part time employees shall accrue seniority pro-rated against the minimal full time standard as defined by this contract.
- f. No employee shall accrue more than one (1) year of seniority in any work year.
- g. Seniority shall not accrue during employment in a non-bargaining unit position, but such employment shall not cause a loss of previously accrued seniority or a break in employment.

2. Equal Seniority

- a. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
- b. Ties in seniority shall be broken by the following method to determine the most senior employee.
 1. The employee with the first day worked, then
 2. The employee with the earliest date of employment (date of hire);

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

3. Loss of Seniority

Seniority is lost when an employee retires or resigns, is discharged for cause or otherwise leaves the employment of the employer.

4. Posting of Seniority List

The seniority list shall be delivered twice annually to the President of the Association, once on or before November 15 and once on or before March 15 of each school year, The seniority list shall indicate area of certification, license or entry-level requirement, the first day worked, the date of employer resolution to hire and the contract status (limited or continuing) of each employee.

5. Seniority in Supervisory Position

An employee who assumes a position with the school district but not within the bargaining unit and then returns to a position within the bargaining unit shall be entitled to restoration of seniority earned while in a bargaining unit position, but no seniority earned while in a position outside of the bargaining unit shall be credited to such employee for any purpose under this agreement.

B. VACANCIES AND BID PROCEDURE

When a vacancy occurs in a bargaining unit position, the Superintendent shall post a dated notice indicating the position vacancy and qualifications, including location of work, starting date, hours to be worked, and classification, on a bulletin board in each school building for a period of five (5) work days. Such posting shall be posted within five work days of the decision to fill the vacancy. Interested employees may have their applications considered by filing a written application with the Superintendent within the five (5) work days of the posting. Applications filed after the fifth work day of the posting will not be considered. A vacancy exists when the Superintendent decides that a bargaining unit position needs to be created or filled. Nothing in this Section shall restrict the Board's right to not fill a posted vacancy. If the Board determines to fill a position, the Board will attempt to do so within thirty (30) work days.

The Superintendent will select the applicant he deems most qualified based upon the applicant's compliance with the application requirements and on the basis of the applicant's qualifications and seniority within their classification. Each successful applicant will be given a sixty day trial period with evaluations taking

place before the 30th and 60th days. The Superintendent will give first consideration to the most senior applicant from the affected classification. The Superintendent has the final determination. His decision shall not be arbitrary or capricious. The Board has the right to hire someone from the outside if the Superintendent, in his discretion, determines that no current employees have the desired qualifications or experience.

For purposes of this Section seniority is defined as the length of continuous service as a regular employee of the Board of Education. Classification is defined as the classifications listed in the Layoff and Recall Article of this Agreement

Vacancies caused by vacations, leaves of absence, or similar conditions shall be considered temporary and shall be filled by assignment or otherwise at the discretion of the Superintendent without regard to this job bidding procedure.

All employee applicants shall be entitled to an interview for any position for which they apply.

Upon request, the Superintendent shall provide the reasons in writing why any unsuccessful employee applicant was not granted the position.

The Superintendents decision shall not be arbitrary or capricious and shall be subject to the grievance procedure of this agreement.

Those members of the bargaining unit hired after January 19, 1996 in the classification of cafeteria worker and assigned to the high school east or west cafeteria

1. Will be employed on a 184-day contract.
2. If said employee bids on or is reassigned to another food service position in the Middle, Maplewood, or Elmwood kitchens which have 188 day contracts, their contracts will be adjusted as such.

C. ASSIGNMENT OF WORK/SUBCONTRACTING

No outside contractor, supervisor, managerial employee, substitute, temporary or casual employee or other employee of the Board outside the bargaining unit may be used to eliminate an employee's job or reduce the regular work hours of an employee. However, the Board reserves the right to 12 assign bargaining unit work to other employees, or to temporary, casual, intermittent or seasonal employees where the Board determines that such assignment of work is needed to meet seasonal, temporary or fluctuating needs, to conduct training, Instruction, or inspection, where no qualified employee is readily available.

D. LAYOFF AND RECALL

1. When the Board determines to reduce the number of positions in one or more classifications covered by this agreement because of decreased enrollment of pupils, suspension of schools, territorial changes, lack of work, return to duty of an employee from a leave of absence, or financial reasons, the Board shall follow the procedure set forth in this Section.
2. The Board shall determine in which classification the layoffs should occur and the number of employees to be laid off.
3. The Board shall lay off employees in the affected classification on the basis of reverse seniority in that classification. Seniority shall be defined as the length of continuous service as a regular employee of the Board of Education.
4. The names of laid off employees shall be kept on a recall list by classification until for two years maximum. If the Board determines to fill any position in a classification during this period of time, the Board must offer the position to the most senior employee on the recall list for that classification. The offer of recall shall be made by written notice sent to the employee at his most recent address on record by certified mail. It is the employee's responsibility to keep the Board informed of his up to date address. The employee shall have seven (7) days after the notice is mailed to accept the offer of recall and report to work. If he does not report during such seven-day period, his name shall be eliminated from the recall list and the employment relationship between him and the Board shall cease. If the first employee on the recall list for a classification does not accept the recall, the Board shall offer the position to the next most senior employee from that classification on the recall list by the procedure outlined in this Section, and so on, until the position is filled. Any employee who resigns after receiving the notice provided in Division 4 of this Section, shall be entitled, upon request, to be placed upon the recall list and shall have same recall rights as if laid off.
5. For purposes of this Section, the following classifications will be used.

1. Bus Driver	8. Paraprofessional
2. Bus Mechanic	9. Head Cook
3. Building Maintenance	10. Cafeteria Worker
4. Grounds Maintenance	11. Health Aide
5. Head Custodian	12. Computer Tech Specialist
6. Custodian	13. Hardware Technician
7. Secretary	14. Network Technician
6. Exceptions as to preference for retention or recall based on seniority may also be made when necessary to do so in order to comply with federal

laws regarding employment. An employee on the layoff list shall be entitled to continue receipt of group insurance coverage at the employee's expense and the right to retain seniority credit upon recall, but no seniority shall be gained while on the layoff list. Continuation of group insurance coverage is for the twenty-four (24) months on the recall list and runs concurrent with COBRA benefits. This means the Board allows employees to continue under Shawnee's health plan for 24 months that their 18 months of COBRA eligibility runs during the same time. Not 24 months thru contract language then 18 months under COBRA.

7. Nothing contained herein shall abridge the Board's right to non-renew the limited contract of an employee for reasons other than RIF in accordance with Ohio Revised Code Sections 3319.081-083.

E. PERSONNEL FILES

1. The personnel file for each employee shall consist of a folder to be maintained by the Superintendent. This file shall be considered the only official file of recorded information on an employee. The principal or supervisor is not restricted or prevented from having files on employees. If the principal or supervisor thinks a matter should become a matter of official record, he/she may request to review any written material maintained by a building principal or supervisor with respect to that employee. Item 5 shall apply to such written material.
2. An employee shall have the right, upon request, to review his or her personnel file and may have a copy of any document(s) contained in the file.
3. An employee may examine his or her personnel file in the presence of the Superintendent or his designee, and may not remove the file from the immediate office area. However, an employee may have an Association representative present when he or she inspects his or her personnel file. Upon written authorization by the employee, a representative of the employee may review his or her file under the same conditions.
4. Each document placed in the personnel file (other than routine informational documents, e.g., renewed certificates, licenses) shall be dated and signed by the employee and the person who created the document or caused it to be placed in the file, except where the employee refuses to sign the document. A copy of any derogatory material will be given to the employee before it is placed in his or her personnel file. The fact that material in the file bears the employee's signature does not indicate his agreement or disagreement with the contents of the material, but only that he is aware of the document.

5. Employees shall have the right to submit a written commentary to any material placed in the personnel file and such written comments shall be attached to the item in the file.
6. To the extent allowed by Ohio law, examination of an employee's file shall be limited to the Board and its employees, representatives, or agents who have a legitimate reason for the examination. A log will be maintained on the inside cover of each personnel file to record the date and identity of each person who examines an employee's file or any item in it (other than the principal, the Superintendent, the secretary to the Superintendent, and any legal representative of the Board).
7. Written material will be removed from the personnel file if the employee establishes that its content is false or has no basis in fact.
8. No anonymous material shall be placed in an employee's personnel file.
9. The employee may submit letters of merit which shall be placed in his/her personnel file(s).

F. EVALUATION

1. Employees shall be evaluated at least once each year while they are on a limited contract. Employees in their one-year limited contract shall be evaluated by February 1 and then by May 15. Evaluations of an employee on a limited contract will be given by the immediate supervisor by May 15, if possible. Employees on a continuing contract shall be evaluated every third year. Employees may be evaluated at other times when the administration deems it necessary or when the employee requests it.
2. No evaluation shall be placed in an employee's personnel file before the employee has an opportunity to discuss the evaluation with the evaluator. Any negative evaluation shall include specific recommendations for improvement. The employee shall have the right to review and respond to any evaluation.
3. Employees will be notified by their supervisor when they are to be formally observed/evaluated. A copy of the evaluation shall be given to each employee after the employee has initialed the evaluation to indicate he/she has reviewed its contents.
4. The evaluation shall review the employee's performance in general. Particular strengths and weaknesses shall be noted. If deficiencies are identified, the evaluation must include suggestions for improvement.

G. LIMITED CONTRACTS

Any employee working 120 days or more under a contract during a school year shall be deemed to have worked a full year for the purpose of eligibility for a two-year or continuing contract.

The Board may non-renew the limited contract of an employee by giving him notice of non-renewal on or before June 1 before the contract expires in accordance with ORC 3319.081 - 083. The Board may give notice on non-renewal of limited contracts by either mailing a copy of the notice to the employee by certified U.S. mail or by personally handing a copy of the notice to the employee on or before June 1 of the school year preceding the school year in which the non-renewal becomes effective.

Such non-renewal shall commence on the following July 1, but shall not preclude the payment of salary earned and the maintenance of Insurance benefits until the last payday under the previous years employment contract.

H. EMPLOYEE DISCIPLINE AND DISCHARGE

Employees may be demoted, suspended, or discharged from their job for cause, including:

- | | |
|--|--|
| 1. Incompetency; | 7. Immoral conduct; |
| 2. Inefficiency; | 8. Insubordination; |
| 3. Dishonesty; | 9. Discourteous treatment of the public; |
| 4. Drunkenness; | 10. Neglect of duty |
| 5. Violation of work rules or personnel policies of the Board or administration; | |
| 6. Any other acts of misfeasance, malfeasance, or nonfeasance in his Job. | |

I. DISCIPLINARY PROCEDURE

1. Before imposing a demotion, suspension or discharge on an employee, the Superintendent or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to explain his behavior. The employee has the right to be accompanied at the conference by one representative of his own choosing. The conference will be scheduled as promptly as possible by the Superintendent. The Superintendent or his designee may impose reasonable rules on the length of the conference and the conduct of the participants. If the Superintendent or his designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee without pay for up to three days pending the conference to determine final disciplinary action. Written notice of the charges and the intended administrative action or recommendation shall

be given to the employee or Union representative at least 24 hours before the conference held under this subsection.

2. Ordinarily, the first instance of misconduct by an employee shall result in an oral reprimand from his supervisor or an administrator. Further misconduct may result in suspension without pay or demotion, imposed by the Superintendent. Further misconduct thereafter may result in discharge.
3. Rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:
 - a. theft of or intentional damage to property of the Board;
 - b. theft of or intentional damage to the property of a fellow employee;
 - c. insubordination, or the uttering of threatening abusive language toward management personnel, other employees, students, or the public;
 - d. intoxication on the job;
 - e. falsification of any records, including employment records; and
 - f. provoking a fight
4. If the Board's insurance company informs the Board that a bus driver has become uninsurable, and the driver is not discharged pursuant to this Section, the driver will be automatically laid off. The driver will remain laid off until he/she becomes insurable again. At that time, the employee will be called back when a position becomes available.
5. The Superintendent may impose a demotion or suspension for cause in accordance with this Section for up to 30 days without pay. The Board of Education only shall discharge an employee. The Superintendent or his designee shall give the Association president and the employee notice of the decision to demote, suspend, or discharge an employee. Such actions shall be subject to the grievance procedure by filing a written grievance with the Superintendent within ten (10) days of the date of the written notice of the disciplinary or discharge decision. The grievance will be processed from the Superintendent's Step (Level Three) onward in accordance with the Level Three and Level Four procedures set forth in Article V.

ARTICLE VII - LEAVES OF ABSENCE

A. SICK LEAVE

1. Employees will earn sick leave at the rate of 1 1/4 days per month, which is 15 days annually. A maximum of five days of sick leave which has not yet actually been earned shall be advanced in each school year to all new employees and to returning employees who have exhausted all the sick leave they have earned. Such employees who have worked for the Board for at least ten consecutive school years shall be advanced ten days of sick leave; such employees who have worked for the Board for at least twenty years shall be advanced fifteen days of sick leave. The Treasurer shall automatically advance such days as required for the absence of an employee, which qualifies as sick leave. Such advanced days are to be earned through service during the same school year or deducted from the employee's final paycheck.
2. Sick leave may be accumulated up to a total of 300 days. Sick leave may be used in increments of a quarter of a day and will be deducted only for work days.
3. Employees may use sick leave for absences due to personal illness, injury that requires medical attention, pregnancy, or exposure to a contagious disease, which could be communicated to other employees or to students.
4. Sick leave may be used for illness or injury, which requires medical attention to someone in the employee's immediate family. In this section, employee's immediate family is defined to include father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child, grandchild, grandparents or any other relative living under the employee's roof.
5. Sick leave may also be used for death in the employee's immediate family. In this section immediate family is defined to include all relatives listed in Section 4, plus grandmother, grandfather, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunts and uncles. Sick leave for bereavement shall be limited to five days unless the Superintendent authorizes additional days. The employee must list the name of aunt or uncle on the absence report.
6. Employees shall limit use of leave under Sections 4 and 5 to only those days when absence from duty is required because of personal responsibilities and/or personal bereavement.
7. All absences, which qualify for sick leave, will be deducted from sick leave. Personal days may not be used as an alternate for sick leave unless authorized by the Superintendent.

8. An employee must notify his/her supervisor or designee of any absences by at least one hour before the employee's day shift work day begins on the day of absence or by at least four hours before the employee's 2nd shift work day begins, except in emergencies, so that appropriate arrangements can be made to secure a substitute. An employee may not "call off" sick more than 24 hours before the day of absence occurs unless the employee provides satisfactory evidence to the Superintendent to justify an anticipated absence.
9. The employee must submit a signed statement provided by the Board to the appropriate administrator immediately upon his or her return to work after the absence, justifying the use of sick leave. If medical attention was required, the employee must list the names and address of the attending physician and the dates when he was consulted. Falsification of the statement is grounds for suspension or termination.
10. Sick Leave (Non-Use)

\$200.00 per year for full time employees who work a full contract year without using their sick leave. Those with less than full-time service will be eligible for such bonus prorated to their service (see Appendix A for specific rates).
11. Sick Leave Bank

For regular employees working 4 hours or more per day.

When in the judgment of a physician, the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury (such as cancer, stroke, heart attack, or major surgery) to the employee or immediate household family member (spouse, children, and legal dependents) and additional days are still needed, then he/she may request through the Association that additional days be transferred from other bargaining unit members' accumulated sick leave. The Association shall establish an internal policy to administer such a transfer.

A committee comprised of the Superintendent or his/her designee, two (2) administrators chosen by the Superintendent, one (1) member of the Board of Education and one member of the SCEA shall administer the bank. The Committee shall approve/deny applications for use of the sick leave bank. Approval to use the sick leave bank must be by a majority of the committee and is grievable. Any grievance of the sick leave bank will begin at Level three of the grievance procedure.

Applications under this article must be submitted to the Superintendent and will include, but not be limited to the following information:

1. The nature of claimed catastrophic illness or injury;
2. The physician(s) diagnosis and prognosis of the catastrophic illness or injury;
3. Projected date of return to duty;
4. Any other pertinent information the employee may wish to submit;

All information and reports relating to applications submitted under this section will remain confidential.

The Superintendent will call for a meeting of the committee to consider requests within ten (10) school days of receiving all application information.

Each Association member is limited in sick leave bank usage to the number of days in their contract every ten (10) years during their service to the Board of Education. If an application is approved, the Association shall use their established internal policy to administer the transfer of accumulated sick leave from Association members wishing to donate days.

The Association shall notify the Treasurer of the Board, in writing, of the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the statement shall be a signed statement by the donating association member authorizing the Treasurer to transfer the days. These additional limitations will apply to this paragraph:

- a. No member who begins the school year with more than 265 days can donate sick leave days;
- b. The maximum a member can contribute to the bank in any one school year is fifteen (15) sick days per person in need. Donations from a bargaining unit member must be in units of five (5) days. Any days donated that are not used shall be returned to the donating employee;
- c. The receiving member must apply immediately for SERS disability. In order for the payment of sick days to continue beyond sixty (60) work days, the disability application must be denied by SERS. Exceptions can be brought to the Board of Education for consideration;
- d. The member must exhaust his/her own sick leave, vacation and personal leave prior to receiving donated days. The use

of donated sick days will not extend or delay the beginning of SERS disability benefits;

- e. The member who is using the donated sick leave will not earn additional sick leave while receiving the donated leave;
- f. Any unused sick leave donated for use by a particular member of the bargaining unit shall be extinguished at the conclusion of the particular classified employee's contract year, and the member shall begin earning sick leave anew as of July 1 of the contract year which is ending, at the rate of 1.25 per month;
- g. Days donated will not be considered as missed days by the donating employee for purposes of the attendance bonus (Article 7, Item 10);

The sick leave bank is limited to the number of days in the receiving member's contract, the employee must request an unpaid leave of absence from the Board of Education for days beyond the number of contract days.

B. PERSONAL LEAVE

All employees are eligible to have three unrestricted days of paid personal leave, but no unused personal days may be carried over beyond the end of the school year. An employee may convert unused personal leave at the end of the contract year into cash according to the following schedule. This cash benefit will be calculated by multiplying the daily hours contracted for times the person's actual hourly rate.

1. Employees in the bargaining unit have three unrestricted days of personal leave per school year. Employees may use all days in one-half day units, or in one-quarter day units, but no less than two hours.
2. Members of the bargaining unit who are regularly scheduled to work fewer than 40 hours per week but who are regularly scheduled to work eight hours per scheduled work day:

Such a member of the bargaining unit shall have his/her paid leave and holiday pay calculated on a pro-rata basis. The proration shall reflect the percentage of regularly scheduled work hours during a two-week period in relation to eighty (80) hours. Thus, for example, an employee who works a regularly scheduled 48 hours during a two-week period shall have paid leave calculated on the basis of .60. Such an employee would receive 2.0 personal leave days per school year, and 9.0 sick leave days (sick leave to accrue at the rate of .75 day per full month under contract). Personal

and sick leave days for such an employee would consist of eight (8) paid hours. Such an employee shall have holiday pay at .60 of a full eight (8) hours pay.

3. Only fifteen (15%) percent of any given number in any classification may be absent at one time. The number will be rounded off to the nearest whole number. No personal leave may be used during the first week and last week of school unless approved by the Superintendent or his/her designee.

C. UNPAID LEAVE

1. Deduct Days

All employees are entitled to no more than five unpaid "deduct" days per school year. The employee's immediate supervisor must approve this use of a "deduct day" in advance. The use of a "deduct day" immediately preceding or following a paid holiday will result in loss of holiday pay. No deduct day may be used immediately preceding or following a paid holiday unless approved by the Superintendent or his/her designee. A deduction from the Board's payment of the employee's insurance will be made on a pro-rata basis for each "deduct day" used.

2. Family and Medical Leave

a. In accordance with the Federal Family and Medical Leave Act of 1993, an employee who has been employed for at least 12 months and for at least 1,250 hours during the previous 12 months period is entitled to an unpaid leave of absence of up to twelve (12) continuous weeks during any contract year (July 1-June 30) for one of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care to such son or daughter,
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for a spouse, or a son, daughter, or parent of the employee if such spouse, son, daughter or parent has a serious health condition;¹

¹ Serious health condition shall be defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment.

4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
 - b. If the employee already has been absent during the contract year for one of the reasons listed in (1) through (4) above, the leave will be considered a part of the 12-week period such that any other leave the employee is entitled to take under this policy will be for 12 weeks less the amount of such absent time already taken in the contract year.
 - c. Under (1) and (2) above, the employee is required to use all personal leave and vacation leave first as a part of the 12 week period and then any remaining portion of the 12 week period will be unpaid. Under (3) and (4) above, the employee is required to use all personal leave, vacation leave, and sick leave first as a part of the 12 week period and then any remaining portion of the 12 week period will be unpaid.
 - d. If the Superintendent or designee has reason to doubt the validity of the statutory required certification of the employee's need for the leave, he may require the employee to obtain a second opinion from a school physician. If the second opinion is in conflict with the first, the Superintendent or designee may require the employee, at the Board's expense, to see a mutually agreed upon health care provider, to give a final and binding opinion.
 - e. The employee must pay his or her contribution to health benefits to the Treasurer by the last pay of each month if the employee wants continued coverage for the following month.
 - f. During the employee's leave the Superintendent or designee may require the employee to report in writing periodically on the employee's status and intent to return to work.
 - g. If an employee goes on leave due to his or her own serious health condition that made the employee unable to perform his or her job, the employee must obtain and present a certification from the health care provider that the employee is able to resume work before returning to work.
 - h. The Board of Education will adhere to the requirements of the Family Medical Leave Act, including any changes made during the term of this contract.

3. Parenting Leave

A leave of absence shall be granted an employee without pay for the purpose of raising his/her natural or adopted child. Such leave shall extend for the balance of the school year in which it begins.

ARTICLE VIII - PAYROLL PRACTICES & FRINGE BENEFITS

A. PAY PERIODS

Regular employees shall be paid in 26 installments every other Friday, beginning when the employee has actually worked for the Board at least ten regular contract days in any particular school year. Pay periods shall begin on Monday morning and end on the second Sunday night following.

Direct deposit is mandatory for all employees effective June 1, 2006. Each employee may have up to three (3) checking and/or savings accounts to which 100% of their net pay will be deposited. Such accounts shall be at the bank the employee chooses provided such bank accepts Automated Clearing House (ACH) electronic deposits.

B. PAYCHECK/PAY FORM DISTRIBUTION

Employees who work the evening shift will be permitted to pick up a copy of their direct deposit notification at the Treasurer's Office after 2:30 p.m. on the Thursday immediately preceding the Friday payday, except in the event of unforeseen circumstances or an emergency.

C. PAYROLL DEDUCTIONS

Members of the bargaining unit shall be entitled to payroll deduction of dues for their respective designated organizations - the Shawnee Classified Employees Association, the Ohio Education Association, and the National Education Association - upon presentation of a written deduction authorization by individual employees.

Members of the bargaining unit may participate in payroll deduction for annuities, heart and cancer insurance, dependent life insurance, scholarship fund, United Way Fund, and the Allen County Credit Union. Enrollment dates and conditions for participation is to be worked out with the Treasurer. At least four bargaining unit employees must sign up for any one-annuity program in order for that program to be eligible for payroll deduction.

D. SERS PICK-UP

1. Consistent with the provisions of Internal Revenue Service Ruling 74-462, 81-35, and 81-36, the Board shall pick-up each employee's mandatory

contributions to the State Employees Retirement System (SERS), provided that no employee's total wage is increased by such pick-up nor is the Board's total contribution to SERS increased thereby.

2. The dollar amount to be designated as "picked-up" by the Board:
 - a. shall equal the then current percentage amount of the employee's mandatory SERS contribution;
 - b. shall be credited by SERS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
 - c. shall be included in computing final average wage;
 - d. shall not be reported by the Board as subject to current federal and state income taxes;
 - e. shall be reported by the Board as subject to city income taxes;
 - f. shall not be included in the calculation of an employee's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting employee authorized credit information to financial institutions.

E. SEVERANCE PAY

An employee with ten (10) or more years of service to the Board of Education shall, at the time of retirement, be paid in cash for one-third the value of his or her accrued but unused sick leave credit, such payment not to exceed the value of the number of days negotiated of accrued but unused sick leave.

The payment shall be based on the employee's per diem rate at the time of retirement, if during the school year, or at the per diem rate for the prior school year.

An employee shall be deemed to have "retired" under this Section when he or she has been approved for service retirement by the Board of the State Employees Retirement System or has been determined to be qualified for disability retirement by a physician or physicians appointed by the SERS.

Upon retirement from the School Employees Retirement System, an employee shall receive a cash payment of his/her accumulated leave times thirty-three percent (33%) of an employee's per diem rate for up to 190 days.

Such payment shall be based on the employee's daily rate of pay (Exclusive of extra-duty assignments or overtime pay) at the time of retirement.

Payment for leave on this basis shall be considered to eliminate all leave credit accumulated by the employee at this time. Such payment shall be made only once to any employee.

Payment for this accumulated unused leave credit shall be made within thirty (30) calendar days after proof of retirement is presented to the Treasurer, or at the request of the employee payment of severance pay shall be deferred until the following January.

F. LONGEVITY PAY

Longevity pay is only payable to an employee on the following schedule with an employee's years of service calculated on July 1st of each year for purposes of this article.

10-14 years of service	\$150.00
15-19 years of service	\$175.00
20-24 years of service	\$200.00
25-29 years of service	\$225.00
30+ years of service	\$250.00

G. CERTIFICATION STIPENDS

1. Certification by employees approved by their Superintendent shall be paid at a rate of \$100 per school year for employees who regularly work four or more hours per day and \$50 per school year for employees who regularly work less than 4 hours per day. The course of instruction for the certification shall include at least 24 hours of actual classroom instruction unless the Superintendent approves a lesser amount. The course must have been completed within the last three years unless at least five hours of classroom refresher training has been completed within the last three years. Employees are limited to one payment of \$100 or one payment of \$50 per school year.
2. Food service employees who obtain ASFSA certification for three years shall receive the \$50 or \$100 stipend, as appropriate, during each school year for which they hold valid certification. The stipend shall cease if and when the employee does not renew his/her certificate.
3. Bus Drivers qualify for the \$50 or \$100 certification, as appropriate, based on holding a CDL license, attending the two hour safety seminars (for a total of four hours per year) and by one-hour in-service or pre-service, held by the Board or designee. In lieu of the one-hour in-service or pre-service, a bus driver may fulfill this additional one-hour requirement by obtaining Red Cross Standard First Aid certification or Red Cross Adult CPR certification in a particular year and remaining current in certification or renewal.

4. Boiler License - with annual recertification (payable to the grounds maintenance, building maintenance, and custodial staff).
5. Additional certifications to be paid by the Board include the following:
 - a. Safety and Sanitation - a 10 hour course
 - b. Healthy Edge - a 10 hour course
 - c. ASFSA Member Certification cost (every 3 years)
 - d. Bus Driver's Re-Certification (every 6 years)
 - e. Paraprofessional Certification cost (every four years)
6. Fingerprinting and FBI background check reimbursed once every five years.

All certifications are to be pre-approved by the Superintendent.

H. PERFORMING WORK OF HEAD CLASSIFICATION

Any employee replacing or performing the work of a head classification position will receive the higher rate of pay for the first day in the position. An additional pay of \$.75 per hour will be paid in position of head custodian and head cook.

I. TUITION-FREE ENROLLMENT

Full-time members of the bargaining unit shall be permitted to enroll their dependent children at Shawnee Local Schools through open enrollment, or without the payment of tuition as provided by the Ohio Revised Code whichever is most financially beneficial to the school district.

J. IN-SERVICES

Employees will be paid their hourly rate for District-sponsored in-services.

K. HOLIDAYS

All employees who are on active pay status the day before and the day after a holiday shall receive the following holidays off work with pay:

- | | |
|---------------------------|-------------------|
| New Years Eve Day | Presidents' Day |
| New Years Day | Memorial Day |
| Thanksgiving Day | Labor Day |
| Friday after Thanksgiving | July 4th |
| Good Friday | Christmas Eve Day |
| Martin Luther King Day | Christmas Day |

L. VACATION

All 11 or 12 month employees shall be granted vacation with pay each school year according to the following:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
1 to 9	2
10 to 14	3
15-19	4
20+	5

Vacation shall be scheduled in any month of the year by mutual agreement between the employee and his/her immediate supervisor.

Vacation can be carried forward to subsequent years until the employee has accumulated twice the annual vacation to which he/she is entitled. Unused accumulated vacation in excess of this amount must be used or lost unless it cannot be used because of an inability to schedule it at a time convenient to the employer.

An employee who works full time, but only part of that time in a position which is eligible for vacation shall be entitled to vacation on a pro-rata basis equal to the percentage of their employment that in a vacation earning position bears to full time employment.

Members of the bargaining unit who leave employment of the district prior to the end of a contract year shall be given credit for the prorated share of vacation days earned for the portion of the contract year worked.

Effective January 1, 2003, employees will be entitled to vacation leave based on the number of credited years of service standing to their credit on the records of the District as of January 1, 2003. Employees who complete additional years of service after January 1, 2003 will be credited with vacation leave based on the new vacation schedule and the employees' credited years of service anniversary date, approved February 6, 2003.

M. MEDICAL/DENTAL INSURANCE

The Board shall provide health, life and dental insurance benefits for full time employees. Except as noted below, all other employees shall be eligible for Board paid insurance benefits prorated to their service (see chart below for specific rates).

Through August 31, 2017 the level of benefits provided to each Bargaining Unit Member will be the same or better than the level of benefits effective September

1, 2014 unless required otherwise to comply with applicable state and federal laws.

Medical coverage shall be determined annually by an insurance committee composed of three certified members, three classified members, one principal, one supervisor and one school board member with the Treasurer serving (ex officio) as the facilitator.

Employees who were participating in insurance benefits in November 1992, as though they are full time or pro rata to full time, but who are not full time under the new definitions shall, so long as they maintain their current insurance enrollment, continue permanently to be eligible for Insurance benefits on the same basis on which they participated in insurance benefits in November 1992.

Currently grandfathered employees shall remain grandfathered per 1993 contract.

When both spouses are employed by the Board they are entitled to one family plan or two single plans.

Works 206 days per year or more

Hours Worked	Medical/ Dental Board %	Life Board Amount	Insurance Waiver Payment Family	Insurance Waiver Payment Single	Sick Leave Bonus	Flex Percent	Single HDHP Stipend	Family HDHP Stipend
8.0	80.0%	4.00	2,500.00	2,000.00	200.00	100.0%	1,000.00	2,000.00
7.75	77.8%	4.00	2,430.00	1,945.00	194.50	97.8%	977.50	1,955.00
7.5	75.5%	4.00	2,365.00	1,890.00	189.00	95.5%	955.00	1,910.00
7.25	73.3%	4.00	2,295.00	1,835.00	183.50	93.3%	932.50	1,865.00
7.0	71.0%	4.00	2,225.00	1,780.00	178.00	91.0%	910.00	1,820.00
6.75	69.0%	3.75	2,165.00	1,730.00	172.50	89.0%	890.00	1,780.00
6.5	67.0%	3.50	2,100.00	1,680.00	167.00	87.0%	870.00	1,740.00
6.25	65.0%	3.25	2,040.00	1,630.00	161.50	85.0%	850.00	1,700.00
6.0	63.0%	3.00	1,975.00	1,580.00	156.00	83.0%	830.00	1,660.00
5.75	60.8%	3.00	1,905.00	1,525.00	151.00	80.8%	807.50	1,615.00
5.5	58.5%	3.00	1,840.00	1,470.00	146.00	78.5%	785.00	1,570.00
5.25	56.3%	3.00	1,770.00	1,415.00	141.00	76.3%	762.50	1,525.00
5.0	54.0%	3.00	1,700.00	1,360.00	136.00	74.0%	740.00	1,480.00
4.75	51.0%	2.75	1,605.00	1,285.00	128.00	71.0%	710.00	1,420.00
4.5	48.0%	2.50	1,515.00	1,210.00	120.00	68.0%	680.00	1,360.00
4.25	45.0%	2.25	1,420.00	1,135.00	112.00	65.0%	650.00	1,300.00
4.0	42.0%	2.00	1,325.00	1,060.00	104.00	62.0%	620.00	1,240.00
3.75	38.8%	1.75	1,225.00	980.00	96.00	58.8%	587.50	1,175.00
3.5	35.5%	1.50	1,125.00	900.00	88.00	55.5%	555.00	1,110.00
3.25	32.3%	1.25	1,025.00	820.00	80.00	52.3%	522.50	1,045.00
3.0	29.0%	1.00	925.00	740.00	72.00	49.0%	490.00	980.00
2.75	27.0%	1.00	855.00	685.00	67.00	47.0%	470.00	940.00
2.5	25.0%	1.00	790.00	630.00	62.00	45.0%	450.00	900.00
2.25	23.0%	1.00	720.00	575.00	57.00	43.0%	430.00	860.00
2.0	21.0%	1.00	650.00	520.00	52.00	41.0%	410.00	820.00
1.75	19.0%	0.75	590.00	470.00	46.50	39.0%	390.00	780.00
1.5	17.0%	0.50	525.00	420.00	41.00	37.0%	370.00	740.00
1.25	15.0%	0.25	465.00	370.00	35.50	35.0%	350.00	700.00
1.0	13.0%	-	400.00	320.00	30.00	33.0%	330.00	660.00

Works from 184 days to 205 days per year

Hours Worked	Medical/Dental Board %	Life Board Amount	Insurance Waiver Payment Family	Insurance Waiver Payment Single	Sick Leave Bonus	Flex Percent	Single HDHP Stipend	Family HDHP Stipend
8.0	63.0%	3.00	1,985.00	1,589.00	156.00	83.0%	830.00	1,660.00
7.75	60.8%	3.00	1,915.00	1,531.75	151.00	80.8%	807.50	1,615.00
7.5	58.5%	3.00	1,845.00	1,474.50	146.00	78.5%	785.00	1,570.00
7.25	56.3%	3.00	1,770.00	1,417.25	141.00	76.3%	762.50	1,525.00
7.0	54.0%	3.00	1,700.00	1,360.00	136.00	74.0%	740.00	1,480.00
6.75	52.0%	2.75	1,640.00	1,310.00	130.50	72.0%	720.00	1,440.00
6.5	50.0%	2.50	1,575.00	1,260.00	125.00	70.0%	700.00	1,400.00
6.25	48.0%	2.25	1,515.00	1,210.00	119.50	68.0%	680.00	1,360.00
6.0	46.0%	2.00	1,450.00	1,160.00	114.00	66.0%	660.00	1,320.00
5.75	44.0%	2.00	1,380.00	1,105.00	109.00	64.0%	640.00	1,280.00
5.5	42.0%	2.00	1,315.00	1,050.00	104.00	62.0%	620.00	1,240.00
5.25	40.0%	2.00	1,245.00	995.00	99.00	60.0%	600.00	1,200.00
5.0	38.0%	2.00	1,175.00	940.00	94.00	58.0%	580.00	1,160.00
4.75	35.8%	1.75	1,115.00	890.00	88.50	55.8%	557.50	1,115.00
4.5	33.5%	1.50	1,050.00	840.00	83.00	53.5%	535.00	1,070.00
4.25	31.3%	1.25	990.00	790.00	77.50	51.3%	512.50	1,025.00
4.0	29.0%	1.00	925.00	740.00	72.00	49.0%	490.00	980.00
3.75	27.0%	1.00	855.00	685.00	67.00	47.0%	470.00	940.00
3.5	25.0%	1.00	790.00	630.00	62.00	45.0%	450.00	900.00
3.25	23.0%	1.00	720.00	575.00	57.00	43.0%	430.00	860.00
3.0	21.0%	1.00	650.00	520.00	52.00	41.0%	410.00	820.00
2.75	19.0%	0.75	560.00	470.00	46.50	39.0%	390.00	780.00
2.5	17.0%	0.50	525.00	420.00	41.00	37.0%	370.00	740.00
2.25	15.0%	0.25	465.00	370.00	35.50	35.0%	350.00	700.00
2.0	13.0%	-	400.00	320.00	30.00	33.0%	330.00	660.00
1.75	12.0%	-	365.00	290.00	27.50	32.0%	320.00	640.00
1.5	11.0%	-	325.00	260.00	25.00	31.0%	310.00	620.00
1.25	10.0%	-	290.00	230.00	22.50	30.0%	300.00	600.00
1.0	9.0%	-	250.00	200.00	20.00	29.0%	290.00	580.00

No Insurance coverage – The Board shall pay a stipend in the amount of \$2,500 per year for those full-time employees who would be eligible for a family plan (i.e., who have a spouse and/or dependents), to remain off of the group health insurance coverage for an entire year. A \$2,000 per year stipend shall be paid to any full-time employee who would be eligible for a single plan (i.e., who does not have a spouse or any dependents), but who does not enroll in the Medical Insurance Plan to remain off the group health insurance coverage for an entire year. The stipend will be paid in two installments; the first being in the second pay of the month following the open enrollment month; the second being in the second pay of June. The employee may enroll in the insurance during that one year only if a qualifying event occurs under federal law entitling the person to enroll, without obligation to repay the Board of Education for the portion of the stipend which had already been paid for that year. New employees after the annual enrollment period shall not receive any prorated stipend until such employee withdraws from enrollment before the next insurance year. When both spouses are covered by the District's insurance program neither spouse is entitled to the stipend.

All full-time district employees taking insurance through the district will have a contribution made to a Section 125 Benefits plan by the Board, consisting of \$625 for those employees with a single plan and \$1,250 for those employees with a family plan for calendar years 2009 and 2010. For calendar year 2011, if the total single plan premium in effect for January 2011 is greater than \$474.47 and the total family plan premium in effect for January 2011 is greater than \$1,179.13, then the contribution will be \$750 for those employees with a single plan and \$1,500 for those employees with a family plan. If the premiums in effect are less than \$474.47 and \$1,179.13, the flex contribution will remain at \$625 for those employees with a single plan and \$1,250 for those employees with a family plan for calendar year 2011. Beginning with calendar year 2012, if the total single plan premium in effect is greater than \$488.70 and the total family plan premium in effect is greater than \$1,214.50, then the contribution will be \$750 for those employees with a single plan and \$1,500 for those employees with a family plan. If the premiums in effect are less than \$488.70 and \$1,214.50, the flex contribution will remain at \$625 for those employees with a single plan and \$1,250 for those employees with a family plan. Contributions for employees will be made by January 31st of each calendar year. The contribution will be prorated for employees working less than full-time.

N. HIGH DEDUCTIBLE INSURANCE OPTION

1. Unmatched contributions will be limited to \$500.00 beginning in Calendar year 2013.
2. All Full-time employees taking the MDHP Insurance option will be provided a Board paid contribution of \$500.00 to a section 125 Flex Spending account.

3. Of the Full-time employees selecting the MDHP insurance option, additional payments will be made based on their Single or Family coverage eligibility.
4. Single Coverage – Those eligible for Family coverage will be offered the option of:
 - a. \$250.00 cash payment or
 - b. Matching contribution not to exceed \$250.00 to the employee's Flex Spending account.
5. Family Coverage – Those eligible for Family coverage will be offered the option of:
 - a. \$500.00 cash payment or
 - b. \$500.00 cash payment plus a matching contribution, not to exceed \$500.00 to the employee's Flex Spending account.
6. All cash payments are taxable at the employee's rate of withholding for Federal, State and local (if applicable) taxes.
7. Please note that the \$500.00 Employer contribution limit to Flex Spending accounts does not impact the payments currently made for the HDHP or Declination of Coverage options currently provided.
8. In addition, the combined Employer and Employee contributions cannot exceed \$2,500.00 per year, excluding the initial Employer contribution of \$500.00. This change was effective January 1, 2013. It will expire at the end of the current term of our SCEA employment contract.

O. LIFE INSURANCE

Fringe Benefits - (For Classified staff):

The Shawnee Board shall provide the negotiated amount of term life insurance and dismemberment benefits for all classified employees. Said coverage shall be in effect during the entire period of this contract.

COVERAGE

Basic amount - \$25,000

Optional amount - None

Accidental death and dismemberment, maximum amount - \$25,000

COVERAGE CONDITIONS

Benefits reduce to	42% at age 70
	28% at age 75
	19% at age 80
	13% at age 85

ARTICLE IX - WORKING CONDITIONS

A. JOB DESCRIPTION

A job description will be kept on file for each bargaining unit position. Employees will be provided with a copy of their own job description. Secretaries shall not be required to administer medication to students other than routine medication for normal, routine, life-threatening conditions or diseases. A secretary shall not be required to perform any invasive procedure on a student.

B. CRIMINAL RECORDS CHECK

1. a. Persons to be employed for bargaining unit positions shall be required to submit to a criminal records check pursuant to Ohio Revised Code 3319.39.
- b. An employee hired for such a position prior to the Superintendent receiving the criminal records check shall be employed conditionally, subject to receipt of a satisfactory records check.
- c. Bus drivers shall be required to submit fingerprints or permit such prints to be taken every six (6) years so as to enable the completion of a report of the state bureau of criminal investigation and/or county or local law enforcement agency (criminal records check).
2. a. If the criminal records check received by the Superintendent discloses any conviction, which would disqualify the employee, pursuant to Ohio Revised Code 3319.39(B)(1) and OAC 3301-20-03, he shall promptly hold a conference with the employee, at which the employee may have union representation. The Superintendent shall give the employee a copy of the report and provide him an opportunity to respond and provide his side of the story.
- b. If the results of the criminal records check indicate that, pursuant to ORC 3319.39(B)(1) the application does not qualify for employment, the employee shall be released from employment pursuant to 3319.39(B)(2). The Superintendent shall provide the employee and the Union President with a copy of the notice of release, which shall specify the effective date and time.

- c. None of the above provisions shall be construed as a waiver of the right of an affected individual to claim that such records are inadequate, untimely, incorrect or false as against BCII or in the judicial process with respect to correction of judicial records. If a released employee obtains a determination by BCII or a court that corrects a criminal record(s) that the individual is not eligible for employment, he or she shall have preference to fill the next vacancy in the classification from which they were released.
3. The requirements of R.C. 3319.39 in regards to required background checks will be followed by the Board and members of the Association.

C. TRANSPORTATION

All routes will be paid at the same rate in accordance with the established salary schedule except shuttle routes, field trips and co-curricular routes.

All contracted drivers are expected to drive the same number of days per school year, excluding excused absences. If a driver drives fewer days than anticipated, e.g., Kindergarten or Parochial schools are closed for unexpected reasons, he/she shall make up the day or days by substitute driving. A driver who fails to make up lost days by the end of school in any school year shall have salary for the number of lost days deducted from his/her salary.

Where an Act of God, power failure, loss of heat or other unusual circumstances causes the early closing of a school, and regular drivers are unable to be contacted in order to make the required trip, they will not be docked for that trip.

Regular rate shall be paid for pre-school, shuttle, high school, elementary and Parochial runs. Double the regular rate will be paid for the kindergarten run with the understanding that the drivers of such runs will substitute on call and will receive the regular rate of pay as provided in the first sentence of this Section.

Bus drivers who regularly drive a route to and from a non-public school: There are days when the non-public school has school in session when the public schools do not have school in session, and there are days when the public schools are in session and the nonpublic school is not. On such days, and only on such days, bus drivers who regularly drive nonpublic routes shall be entitled to use any personal leave to which they are entitled in one-quarter day increments.

A copy of the student discipline procedure shall be provided to each driver. Drivers shall be supported by the Board and Administration where possible on matters of student discipline.

At the beginning of each school year, a rotation list will be made up consisting of all drivers who are interested in taking field trips. As trips come up they will be

offered in sequential order. If a field trip arises on short notice, the administration reserves the right to use any driver that is available and is willing to take the trip. Records will be kept regarding whether each driver takes or refuses a trip when offered. Field trips will be paid at \$15/hour, including layover.

If a field trip is canceled, the driver who was scheduled will be assigned the trip when it is rescheduled. If a field trip is canceled and not rescheduled, the driver will be offered another trip to take its place.

Qualified coaches can drive field trips in their own sport when a bargaining unit bus driver is unavailable. Qualified teachers can drive field trips for their own classes when a bargaining unit bus driver is unavailable.

Field trips that do not interfere with bargaining unit members' regular routes will be offered to bargaining unit members first for bus transportation. Non-bargaining unit members will only be used when no bargaining unit member is available.

Staff with proper mandated certification can drive school district vans appropriate to their supervision.

The Board reserves the right to assign bus routes in accordance with the provisions of this agreement.

The number of students assigned to any bus shall not exceed state law.

For the purpose of compensation, there will be no split field trip runs unless there is no other driver available.

Bus drivers will be reimbursed for prior approved bus drivers' meetings:

1. Meetings will be approved by the Transportation Supervisor, or Superintendent.
2. Notification of bus driver meetings will be posted on the bulletin board in the bus garage.

Bus Drivers should attend two safety seminars each two hours in length, each seminar to be scheduled by the Transportation Supervisor. In addition to their regular duties, drivers are expected to clean their buses at the end of each school year to prepare them for inspection. Failure to perform this task in an acceptable manner will result in a loss of one day's pay.

Effective April 1, 1998, first time employees hired as bus drivers with the Shawnee Local School District will receive a one-time payment for the cost of securing a commercial driver's license. Payment not to exceed \$160.00.

Contingent upon being available for 182 days of service. Payment at the conclusion of said 182 days.

The transportation finders' fee is \$125.00 if a driver recruits a new driver and the new driver stays with the Shawnee District for at least one year.

The Board shall contract hours for bus drivers for regular bus routes as follows:

- Bus drivers contracted hours will be calculated annually based on the time study performed the first full week of October. Updated contracted hours will be effective each year on November 1st.
- Contracted time will be calculated by adding pre-trip inspection time, driving time for regular routes, daily office time and extra duty time.
- The total driving time of all regular routes will be added together and rounded to the quarter hour as follows: 7 minutes or less rounded down, 8 minutes or more rounded up.
- Each new school year's contracted hours will start out as the last school year ended with any time adjustments being written in on a time sheet until completion of the time study.
- For any mid-year adjustments due to changes in an individual's driving time, a substantial change in driving time reasonably expected to last the remainder of the school year must occur. These changes will be effective on the first of the month following board approval of the change in contracted time.

Any re-bids of bus routes shall be conducted in order of seniority within the Bus Driver classification. Seniority is defined as set forth in Article VI except that for purposes of this section, only time spent within the Bus Driver classification will be counted.

D. WORK DAY AND OVERTIME

It is the purpose of this Section to define the normal hours of work for the purpose of calculating overtime payments. Nothing in this Section is a guarantee of hours of work or pay.

The normal workweek for overtime purposes shall consist of forty (40) hours of work, exclusive of lunch periods, within the workweek. For purposes of overtime calculation, the workweek begins at 12:01 a.m. on Monday and ends at midnight the following Sunday.

Overtime at the rate of one and one-half (1-1/2) times the employee's regular hourly rate will be paid for any hours worked in excess of forty (40) hours in a work week. Overtime must be authorized in advance by the appropriate supervisor.

If authorized by the appropriate supervisor and mutually agreed upon, the employee will be allowed to take either compensatory time off or be paid time and one-half. An employee may not accrue more than 40 hours of unused compensatory time in a four month period of time (three district periods of January 1 - April 30, May 1 - August 31, and September 1 - December 31). Any remaining accumulated compensatory time at the end of the four month period shall be paid off in full at the employee's regular hourly rate in effect at the end of the prior period, in the second pay of the following month. Compensatory time off shall be scheduled with approval of the appropriate supervisor or administrator.

Each employee who is required to work on a holiday or on a Sunday shall be paid one and one-half (1-1/2) times the regular rate of pay for all work performed.

If an employee is called back to work by an appropriate supervisor after his/her regularly scheduled shift or any scheduled overtime, the employee will be paid for a minimum of two hours' work. This section does not apply to field trips or other voluntary requests for hours.

If an employee is called back to work by an appropriate supervisor on a Sunday or Holiday he/she will be paid for a minimum of two (2) hours work at one and one-half (1-1/2) times the regular pay.

Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. For purposes of computing overtime pay, personal leave and compensatory time taken shall not be treated as hours worked unless an administrator required the employee to work the overtime hours.

In each four (4) month period, commencing with the effective date of this contract, overtime work shall be divided as equally as possible among the employees who, in the judgment of their supervisor, are capable of performing the work in the job classification, building, if any, and shift in which the overtime is to be worked. When an insufficient number of employees volunteer in a classification, building, if any, and shift for overtime assignment, the supervisor shall assign the overtime to the least senior qualified employees in the classification, building, if any, and shift. Where the least senior employee must refuse the work for reasons beyond his/her control a substitute may be used. Records shall be maintained of hours of overtime worked and refused by employees for the purpose of the administration of this Section. Where overtime is refused, the employee so refusing, regardless of seniority, shall go to the

bottom of the list and will be treated for purposes of this Section as having had an overtime opportunity.

Those custodians who wish the opportunity to put in overtime will sign a list at the beginning of each school year. Where custodial overtime becomes known to the administration at least 48 hours in advance, the custodial supervisor will contact each custodian in a systematic order to offer the overtime. For purposes of this section, overtime shall first be offered to those custodians who work in the building where the overtime will be assigned.

If a night shift custodian works on Saturday instead of Friday night, he/she will still receive the premium pay normally received for the night shift.

Bargaining Unit members who are required to attend training or meetings outside their contractual workday or work year shall be reimbursed their hourly rate for the time held for the training. Additional expenses paid by the Board for this training/meeting shall be registration, mileage, meals and lodging if prior administrative approval of such expenses has been received.

E. CALAMITY DAYS

1. A bus driver who is directed to work on a calamity day shall be given their straight lime wage for the same number of hours as he/she actually worked during the normal working hours on the calamity day at the discretion of the appropriate administrator.
2. An employee who is directed to work on a calamity day shall be given compensatory time for the same number of hours as he/she actually worked on the calamity day.
3. Employees, who actually work hours before and/or after their normal shift times on a State of Ohio or Non-state of Ohio calamity day at the request of their supervisor, shall be entitled to receive one and one-half times the individual employee's regular hourly rate for the actual hours worked before and/or after their normal shift times.

F. SUBSTANCE ABUSE

The Shawnee Local Schools certifies that it will maintain a drug-free workplace by implementing the following actions:

1. The Shawnee Local Schools shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in any workplace of the Shawnee Schools. Employees found to be in violation of this prohibition shall be subject to disciplinary action up to and including termination from employment in accordance with the negotiated

agreement and the Ohio Revised Code Section 3319.081 (C), or shall be required to participate in a drug assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Shawnee School employees are notified hereby that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is an illegal action. Not only may this result in a felony, the actions establish a serious potential for accidents, personal health risks, and serious injury or death to the employee, other staff members, and students.

2. The Shawnee Local Schools shall establish a drug-free awareness program to inform employees of the following:
 - a. the dangers of drug abuse in the workplace;
 - b. the board's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs;
 - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. All employees shall be informed that, as a condition of employment, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any felony drug related guilty plea, or any job-related drug conviction or guilty plea, no later than five days after such conviction or guilty plea.
 - c. If the illegal activity is not reported or if a second conviction or guilty plea occurs, an automatic suspension pending termination pursuant to the Ohio Revised Code Section 3319.081 (C) shall be initiated.
4. Employees may voluntarily request assistance without penalty. Such treatment shall be at the employee's expense.
5. The Shawnee Local Schools shall notify the granting agency within ten days after receiving notice of any criminal drug conviction or guilty plea for a violation occurring in the workplace by an employee funded by a federal grant

6. Within thirty (30) days after receiving notice of any criminal drug statute conviction or guilty plea for a violation occurring in the workplace, the Shawnee Local Schools shall take at least one of the following actions:
 - a. Take appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Require such employee to participate satisfactorily in a drug abuse and assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or another appropriate agency.

G. COMMUNICABLE DISEASES

Employees who are diagnosed as having communicable diseases shall be entitled to all rights and benefits to which they are entitled by state and federal law.

No employee's employment relationship with the school district shall be altered so long as the employee is able to do their job and the health and safety of other employees or students are not adversely affected.

ARTICLE X - MISCELLANEOUS

A. AMENDMENTS

Amendments may be made at any time by mutual consent. All amendments hereafter shall be attached.

B. CONFLICT WITH LAW

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

C. WAIVER OF NEGOTIATIONS

The Board and the Association acknowledge that during negotiations resulting in this agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter that this agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject are specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or

both parties at the time negotiations were being conducted or at the time the party signed this agreement.

D. NO STRIKES/NO LOCK OUTS

The Association and employees covered by this agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support, or participate, while on Board time, in any strike, slowdown, stay-in, or other curtailment or restriction of the educational process of the Board's operations, including the honoring of any picket line or strike activity by other employees or by non-employees of the Board during the term of this Agreement.

The Board of Education will not lock out employees during the term of this Agreement.

E. ACTIVITY PASS

At the beginning of the school year each classified employee will be issued an activity pass for the employee, spouse/guest and dependent children accompanied by one of their parents, for athletic events (with the exception of JV and Varsity Boys Basketball). Such pass is nontransferable to others. Such pass must be presented to gain admittance to an athletic event (exception JV and Varsity Boys Basketball).

A classified employee may purchase two (2) reserved seats for the price of one (if available and limited to four (4) reserved seats) per employee for JV and Varsity Boys Basketball,

F. EMPLOYEE PREFERENCE

Employees will be given first opportunity for any program the District offers.

G. ENTIRE AGREEMENT

This agreement supersedes all previous oral and written agreements or practices between the Board and the Association and between the Board and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this agreement only and no prior agreement or practice, amendments, modifications, alterations, additions or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this agreement.

H. TRANSITIONAL WORK PROGRAM

Employees are required to participate in the Transitional Work Program if their injury is work-related. Program specifics are outlined in the district's program, meant to transition employees back to regular assignment within 60 days, all under doctor's and therapist's care.

I. SUPPLEMENTAL CONTRACTS

Supplemental contracts for Head Maintenance, Head Grounds, Transportation Supervisor Assistant and Head Custodians to be paid in three increments on the following dates: First Pay in November, First Pay in March and Last Pay in May. These are the same date all other supplemental contracts are paid.

J. DURATION

This contract shall be in full force and effect from September 1, 2014 through August 31, 2017.

K. REOPENER

A committee will be established (up to 2 Association members and 2 Board members) to review/investigate salaries of paraprofessionals and study hall monitors and whether study hall monitors should be added to the bargaining unit. The committee shall make a recommendation to the Board and the Association bargaining teams by April 1, 2015. The Association and Board bargaining teams shall meet no later than May 30, 2015 to bargain the salaries of paraprofessionals and study hall monitors and the status of the study hall monitors for school years 2015-16 and 2016-17. This shall constitute a reopener solely on these issues in the second year of this agreement.

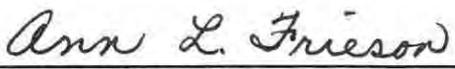
SHAWNEE LOCAL SCHOOL DISTRICT



SUPERINTENDENT

August 19, 2014
Date

SHAWNEE CLASSIFIED EMPLOYEES
ASSOCIATION



S.C.E.A. PRESIDENT

August 19, 2014
Date

**SHAWNEE LOCAL SCHOOL DISTRICT
SHAWNEE CLASSIFIED EMPLOYEE ASSOCIATION SALARY SCHEDULE
2014-2015 - 2.25% raise**

2.25%	Network Tech.	Bus Dr.	Mechanic	Hardware Tech.	Maint.	Cust.	Computer Tech.	Secretary	Parapro.	Head Cook	Cafeteria
0	\$24.19	\$17.40	\$19.04	\$18.59	\$17.24	\$15.61	\$13.72	\$13.28	\$11.66	\$12.62	\$11.07
1	\$24.94	\$18.27	\$19.63	\$19.98	\$17.75	\$16.12	\$14.26	\$13.63	\$12.20	\$13.04	\$11.44
2	\$25.66	\$18.55	\$20.25	\$20.60	\$18.17	\$16.38	\$15.03	\$13.98	\$12.67	\$13.17	\$11.57
3	\$26.40	\$18.87	\$20.84	\$21.20	\$18.71	\$16.89	\$15.35	\$14.33	\$12.76	\$13.33	\$11.74
4	\$27.12	\$19.16	\$21.50	\$21.86	\$19.13	\$17.32	\$16.07	\$14.57	\$12.86	\$13.49	\$11.89
5	\$27.86	\$19.48	\$22.64	\$22.94	\$19.90	\$18.10	\$18.47	\$15.82	\$12.97	\$13.91	\$12.37
6	\$27.86	\$19.48	\$22.64	\$22.94	\$19.90	\$18.10	\$18.47	\$15.82	\$12.97	\$13.91	\$12.37
7	\$27.86	\$19.48	\$22.64	\$22.94	\$19.90	\$18.10	\$18.47	\$15.82	\$12.97	\$13.91	\$12.37
8	\$27.86	\$19.48	\$22.64	\$22.94	\$19.90	\$18.10	\$18.47	\$15.82	\$12.97	\$13.91	\$12.37
9	\$27.86	\$19.48	\$22.64	\$22.94	\$19.90	\$18.10	\$18.47	\$15.82	\$12.97	\$13.91	\$12.37
10	\$28.60	\$20.15	\$23.58	\$23.93	\$20.65	\$18.79	\$19.37	\$16.40	\$13.48	\$14.46	\$12.92
11	\$28.60	\$20.15	\$23.58	\$23.93	\$20.65	\$18.79	\$19.37	\$16.40	\$13.48	\$14.46	\$12.92
12	\$28.60	\$20.15	\$23.58	\$23.93	\$20.65	\$18.79	\$19.37	\$16.40	\$13.48	\$14.46	\$12.92
13	\$28.60	\$20.15	\$23.58	\$23.93	\$20.65	\$18.79	\$19.37	\$16.40	\$13.48	\$14.46	\$12.92
14	\$28.60	\$20.15	\$23.58	\$23.93	\$20.65	\$18.79	\$19.37	\$16.40	\$13.48	\$14.46	\$12.92
15	\$29.32	\$20.67	\$24.17	\$24.51	\$21.18	\$19.26	\$19.85	\$16.84	\$13.81	\$14.83	\$13.26
16	\$29.32	\$20.67	\$24.17	\$24.51	\$21.18	\$19.26	\$19.85	\$16.84	\$13.81	\$14.83	\$13.26
17	\$29.32	\$20.67	\$24.17	\$24.51	\$21.18	\$19.26	\$19.85	\$16.84	\$13.81	\$14.83	\$13.26
18	\$30.05	\$21.20	\$24.78	\$25.13	\$21.70	\$19.74	\$20.35	\$17.30	\$14.15	\$15.21	\$13.62
19	\$30.05	\$21.20	\$24.78	\$25.13	\$21.70	\$19.74	\$20.35	\$17.30	\$14.15	\$15.21	\$13.62
20	\$30.81	\$21.72	\$25.40	\$25.76	\$22.25	\$20.24	\$20.85	\$17.76	\$14.51	\$15.61	\$13.98
21	\$30.81	\$21.72	\$25.40	\$25.76	\$22.25	\$20.24	\$20.85	\$17.76	\$14.51	\$15.61	\$13.98

Health Aide Asst. \$24.30

2nd Shift \$1.00 after 2:30 p.m.

Middle School and East High School Head Cooks \$1.00 Additional Hourly Pay

Secretaries:

9.0 months	195 days	11.0 months	239 days
9.5 months	206 days	11.5 months	250 days
10.0 months	217 days	12.0 months	260 days
10.5 months	228 days		

**SHAWNEE LOCAL SCHOOL DISTRICT
SHAWNEE LOCAL SCHOOL DISTRICT
SHAWNEE CLASSIFIED EMPLOYEE ASSOCIATION SALARY SCHEDULE
2015-2016 - 2.00% raise**

2.00%	Network Tech.	Bus Dr.	Mechanic	Hardware Tech.	Maint.	Cust.	Computer Tech.	Secretary	Parapro.	Head Cook	Cafeteria
0	\$24.68	\$17.75	\$19.42	\$18.96	\$17.58	\$15.93	\$14.00	\$13.55	\$11.89	\$12.87	\$11.30
1	\$25.44	\$18.64	\$20.02	\$20.38	\$18.11	\$16.45	\$14.55	\$13.90	\$12.44	\$13.30	\$11.67
2	\$26.18	\$18.92	\$20.65	\$21.02	\$18.53	\$16.71	\$15.33	\$14.26	\$12.92	\$13.43	\$11.81
3	\$26.93	\$19.24	\$21.26	\$21.62	\$19.09	\$17.23	\$15.65	\$14.61	\$13.02	\$13.60	\$11.97
4	\$27.66	\$19.54	\$21.93	\$22.30	\$19.51	\$17.67	\$16.40	\$14.86	\$13.12	\$13.76	\$12.13
5	\$28.42	\$19.87	\$23.09	\$23.40	\$20.30	\$18.46	\$18.84	\$16.13	\$13.22	\$14.18	\$12.62
6	\$28.42	\$19.87	\$23.09	\$23.40	\$20.30	\$18.46	\$18.84	\$16.13	\$13.22	\$14.18	\$12.62
7	\$28.42	\$19.87	\$23.09	\$23.40	\$20.30	\$18.46	\$18.84	\$16.13	\$13.22	\$14.18	\$12.62
8	\$28.42	\$19.87	\$23.09	\$23.40	\$20.30	\$18.46	\$18.84	\$16.13	\$13.22	\$14.18	\$12.62
9	\$28.42	\$19.87	\$23.09	\$23.40	\$20.30	\$18.46	\$18.84	\$16.13	\$13.22	\$14.18	\$12.62
10	\$29.17	\$20.56	\$24.05	\$24.41	\$21.07	\$19.17	\$19.75	\$16.73	\$13.75	\$14.75	\$13.18
11	\$29.17	\$20.56	\$24.05	\$24.41	\$21.07	\$19.17	\$19.75	\$16.73	\$13.75	\$14.75	\$13.18
12	\$29.17	\$20.56	\$24.05	\$24.41	\$21.07	\$19.17	\$19.75	\$16.73	\$13.75	\$14.75	\$13.18
13	\$29.17	\$20.56	\$24.05	\$24.41	\$21.07	\$19.17	\$19.75	\$16.73	\$13.75	\$14.75	\$13.18
14	\$29.17	\$20.56	\$24.05	\$24.41	\$21.07	\$19.17	\$19.75	\$16.73	\$13.75	\$14.75	\$13.18
15	\$29.90	\$21.09	\$24.66	\$25.00	\$21.60	\$19.65	\$20.24	\$17.18	\$14.09	\$15.12	\$13.53
16	\$29.90	\$21.09	\$24.66	\$25.00	\$21.60	\$19.65	\$20.24	\$17.18	\$14.09	\$15.12	\$13.53
17	\$29.90	\$21.09	\$24.66	\$25.00	\$21.60	\$19.65	\$20.24	\$17.18	\$14.09	\$15.12	\$13.53
18	\$30.65	\$21.62	\$25.27	\$25.64	\$22.13	\$20.14	\$20.75	\$17.65	\$14.43	\$15.52	\$13.89
19	\$30.65	\$21.62	\$25.27	\$25.64	\$22.13	\$20.14	\$20.75	\$17.65	\$14.43	\$15.52	\$13.89
20	\$31.42	\$22.15	\$25.91	\$26.27	\$22.69	\$20.64	\$21.27	\$18.12	\$14.80	\$15.93	\$14.26
21	\$31.42	\$22.15	\$25.91	\$26.27	\$22.69	\$20.64	\$21.27	\$18.12	\$14.80	\$15.93	\$14.26

Health Aide Asst. \$24.79

2nd Shift \$1.00 after 2:30 p.m.

Middle School and East High School Head Cooks \$1.00 Additional Hourly Pay

Secretaries:

9.0 months	195 days	11.0 months	239 days
9.5 months	206 days	11.5 months	250 days
10.0 months	217 days	12.0 months	260 days
10.5 months	228 days		

**SHAWNEE CLASSIFIED EMPLOYEE ASSOCIATION SALARY SCHEDULE
2016-2017 - 1.75% raise**

1.75%	Network Tech.	Bus Dr.	Mechanic	Hardware Tech.	Maint.	Cust.	Computer Tech.	Secretary	Parapro.	Head Cook	Cafeteria
0	\$25.11	\$18.06	\$19.76	\$19.29	\$17.89	\$16.20	\$14.24	\$13.79	\$12.10	\$13.10	\$11.49
1	\$25.88	\$18.96	\$20.38	\$20.74	\$18.42	\$16.74	\$14.80	\$14.15	\$12.66	\$13.53	\$11.87
2	\$26.64	\$19.25	\$21.01	\$21.38	\$18.86	\$17.00	\$15.60	\$14.51	\$13.15	\$13.67	\$12.01
3	\$27.40	\$19.58	\$21.63	\$22.00	\$19.42	\$17.53	\$15.93	\$14.87	\$13.24	\$13.84	\$12.18
4	\$28.14	\$19.89	\$22.32	\$22.69	\$19.86	\$17.98	\$16.68	\$15.12	\$13.35	\$14.00	\$12.34
5	\$28.92	\$20.22	\$23.50	\$23.81	\$20.65	\$18.78	\$19.17	\$16.42	\$13.46	\$14.43	\$12.84
6	\$28.92	\$20.22	\$23.50	\$23.81	\$20.65	\$18.78	\$19.17	\$16.42	\$13.46	\$14.43	\$12.84
7	\$28.92	\$20.22	\$23.50	\$23.81	\$20.65	\$18.78	\$19.17	\$16.42	\$13.46	\$14.43	\$12.84
8	\$28.92	\$20.22	\$23.50	\$23.81	\$20.65	\$18.78	\$19.17	\$16.42	\$13.46	\$14.43	\$12.84
9	\$28.92	\$20.22	\$23.50	\$23.81	\$20.65	\$18.78	\$19.17	\$16.42	\$13.46	\$14.43	\$12.84
10	\$29.68	\$20.92	\$24.47	\$24.83	\$21.44	\$19.50	\$20.10	\$17.02	\$13.99	\$15.01	\$13.41
11	\$29.68	\$20.92	\$24.47	\$24.83	\$21.44	\$19.50	\$20.10	\$17.02	\$13.99	\$15.01	\$13.41
12	\$29.68	\$20.92	\$24.47	\$24.83	\$21.44	\$19.50	\$20.10	\$17.02	\$13.99	\$15.01	\$13.41
13	\$29.68	\$20.92	\$24.47	\$24.83	\$21.44	\$19.50	\$20.10	\$17.02	\$13.99	\$15.01	\$13.41
14	\$29.68	\$20.92	\$24.47	\$24.83	\$21.44	\$19.50	\$20.10	\$17.02	\$13.99	\$15.01	\$13.41
15	\$30.42	\$21.46	\$25.09	\$25.44	\$21.98	\$19.99	\$20.60	\$17.48	\$14.34	\$15.39	\$13.76
16	\$30.42	\$21.46	\$25.09	\$25.44	\$21.98	\$19.99	\$20.60	\$17.48	\$14.34	\$15.39	\$13.76
17	\$30.42	\$21.46	\$25.09	\$25.44	\$21.98	\$19.99	\$20.60	\$17.48	\$14.34	\$15.39	\$13.76
18	\$31.19	\$22.00	\$25.71	\$26.08	\$22.52	\$20.49	\$21.12	\$17.96	\$14.69	\$15.79	\$14.14
19	\$31.19	\$22.00	\$25.71	\$26.08	\$22.52	\$20.49	\$21.12	\$17.96	\$14.69	\$15.79	\$14.14
20	\$31.97	\$22.54	\$26.36	\$26.73	\$23.09	\$21.00	\$21.64	\$18.43	\$15.06	\$16.20	\$14.51
21	\$31.97	\$22.54	\$26.36	\$26.73	\$23.09	\$21.00	\$21.64	\$18.43	\$15.06	\$16.20	\$14.51

Health Aide Asst. \$25.22

Secretaries:

9.0 months	195 days	11.0 months	239 days
9.5 months	206 days	11.5 months	250 days
10.0 months	217 days	12.0 months	260 days
10.5 months	228 days		

2nd Shift \$1.00 after 2:30 p.m.

Middle School and East High School Head Cooks \$1.00 Additional Hourly Pay

**CLASSIFIED SALARY SCALE FOR ADDITIONAL RESPONSIBILITIES
(During and beyond the contracted day):**

Position	Step 0	Step I	Step 2
Category A			
Head Custodians High School and MS	\$1,977.00	\$2,086.00	\$2,196.00
Category B			
Head Custodians Primary and Intermediate	\$1,428.00	\$1,537.00	\$1,647.00
Category C			
Transportation Supervisor Assistant	\$2,086.00	\$2,196.00	\$2,306.00
Category D			
Head Maintenance	\$2,306.00	\$2,415.00	\$2,526.00
Head Grounds	\$2,306.00	\$2,415.00	\$2,526.00

CONTRACT DURATION:

September 1, 2014 through August 31, 2017