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MASTER CONTRACT BETWEEN

PORTSMOUTH BOARD OF EDUCATION

AND

PORTSMOUTH CITY SCHOOL EMPLOYEES

LOCAL 2684

AND

OHIO COUNCIL 8

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

JULY 1, 2014 — AUGUST 31, 2017

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## PREAMBLE/PURPOSE — ARTICLE 1

This Collective Bargaining Agreement is entered into by and between the Portsmouth City Board of Education, hereinafter after referred to as the "Board/Employer" and Local 2684 and Ohio Council 8 of the American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, hereinafter referred to as the "Union", and has, as its purpose, the establishment of wages, hours, and other terms and conditions of employment for all employees in the bargaining unit of this Agreement.

## ARTICLE 2 — PROFESSIONAL GROUND RULES

### INITIATIONS OF NEGOTIATIONS

Negotiations shall be initiated no later than June 1st by the written notification of one party to another the request to enter into negotiations. The request shall contain a suggested time and date for the first negotiations session. If this date is not acceptable, a mutually agreed upon time and date will be set.

- A) .NEGOTIATORS: The Board will recognize a negotiation committee up to six (6) employee representatives, and two (2) non-employee representatives of the Union. The Board's Committee will be limited to six (6) representatives employed by the Board and two (2) non-regular staff representatives.
- B) .CHIEF NEGOTIATOR: There will be only one (1) spokesperson for each party, except that he or she may on occasion request one of his team members to address a specific issue.

### GUIDELINES

- A) .At the first negotiations session, mutually acceptable ground rules shall be established. Following this, the respective parties shall submit their proposals. Negotiations shall proceed until tentative agreement is reached on a contract or until an impasse is reached and the dispute resolution in 4117.14 is exhausted.
- B) .A caucus may be called at any time during negotiations by either party.
- C) .It is agreed that unless impasse is declared by either party, there will be no individual news releases by either party. Any news released to the public shall be prepared jointly and signed by the Chairperson of the two teams.

## ARTICLE 3 — RECOGNITION

SECTION 1: Local 2684, Ohio Council 8, AFSCME, AFL-CIO, hereinafter referred to as the Union, is hereby recognized by the Board of Education of the City of Portsmouth, Ohio as the sole and exclusive bargaining agent for all regular classified employees.

Excluded from the bargaining unit are:

- 1) All certified employees,
- 2) Business Manager or Director of Business Affairs
- 3) Treasurer
- 4) Transportation Coordinator
- 5) Coordinator of Lunchroom
- 6) Supervisor of Custodians and Maintenance
- 7) Administrative Personnel
- 8) Temporary employees on Probation
- 9) Those employees working as Substitutes
- 10) Three Central Office Secretarial Staff
  - a) Secretary to Superintendent
  - b) Secretary to Director of Business Affairs
  - c) Secretary to Director of Personnel
- 11) Payroll Clerk

SECTION 2: The Employer agrees not to employ persons outside the bargaining unit to permanently replace bargaining unit employees or to erode the bargaining unit of this Agreement, or to perform overtime work when bargaining unit employees are available for such overtime work.

## ARTICLE 4 — DEFINITIONS

### 1. CLASSIFIED EMPLOYEE - DEFINITION

The term "classified employee" refers to all employees of the Portsmouth Board of Education who are not excluded in the recognition clause of this Contract.

### 2. A. FULL TIME EMPLOYEE

Employees that work six (6) or more hours a day for five (5) days a week and have served at least one hundred twenty (120) days in a school year.

B. PART TIME EMPLOYEE

Employees that work less than six (6) hours a day for five (5) days a week and have served at least one hundred twenty (120) days in a school year shall be eligible for one (1) year of longevity on the next pay step.

3. DAYS

In this Contract, "day(s)" refers to working day(s), unless otherwise indicated in the Contract.

4. HE/SHE (GENDER)

Whenever the male pronoun or adjective is used in this Agreement, it shall be deemed likewise to include the female pronoun or adjective, unless otherwise indicated.

ARTICLE 5 — SENIORITY

SECTION 1: Seniority is the right of an employee to continue in the employ of the Employer and to exercise rights established by the terms and conditions of this Agreement.

Two (2) types of seniority are established under this Agreement as follows:

- A) CLASSIFICATION SENIORITY - The employee's length of continuous service in his/her current classification and computed from the date of hire as a probationary employee into that classification. This seniority is used to determine promotion. Promotion in a classification series comes from the next lower classification in that series and by classification seniority.
- B) TOTAL SENIORITY - The employee's length of continuous service with the Board/Employer computed from the date of hire into the school district as a probationary employee. Total seniority is the right of the employee to retain their present position or any equally rated or lower rated position for which they qualify in the event of a reduction in the work force.

SECTION 2: TERMINATION OF SENIORITY — Seniority shall terminate upon:

- A) Retirement,
- B) Termination,
- C) Resignation.

SECTION 3: ABSENCE/LEAVE — In case of absence caused by disability or absence with leave, as authorized by the school system, seniority will be considered as continuous if it does not exceed one (1) year. However, in case such absence does exceed twelve (12)

months, the period in excess of twelve (12) months will not be considered as service credit, unless otherwise authorized by the school board. A leave of absence shall be counted only toward total seniority and not for salary purposes.

If an employee on leave fails to return to work at the time designated by the Board, he will be considered as voluntarily terminating his employment and his service credit will end as of the date on which such absence commenced. The Board will attempt to notify in writing an employee as to the termination of said approved leave.

RE-HIRING — In case of re-hiring an employee who has voluntarily terminated his service with the school system, the employee will be given service credit for seniority purposes only since the date of re-hiring by the system.

Copies of the seniority list shall be submitted to the President of Local 2684 on or before January 15 of each year.

## ARTICLE 6 — DUES CHECKOFF/UNION SECURITY

SECTION 1: The Employer agrees to deduct Union dues and fees in the amounts authorized by the Union, from the pay of all bargaining unit employees. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. Deductions shall be made in equal amounts, bi-weekly. The total amount of dues and fees, together with a separate alphabetical list of the names of employees for whom dues are deducted, shall be transmitted to the Controller of AFSCME Ohio Council 8 no later than the tenth (10th) day following the end of the pay period in which the deduction is made. A copy of the alphabetical lists of names shall also be transmitted to the Ohio Council 8 Athens Regional Office.

SECTION 2: All employees in the bargaining unit covered by this Agreement who are members of the Union as of the date of this Agreement and all future employees in the bargaining unit who become members of the Union shall for the term of this Agreement continue to be members of the Union.

SECTION 3: An employee shall have the right to revoke dues authorization by submitting a signed written revocation authorization to the Treasurer of the Portsmouth City School District with a copy of said revocation to be transmitted to the Treasurer of Local 2684 effective only with the expiration date of this Agreement.

SECTION 4: FAIR SHARE FEE. Effective March 1, 1990, all employees in the bargaining unit who have completed their initial probationary period and are not a member in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

All employees hired prior to or after the effective date of this Agreement, who do not become members in good standing of the Union shall pay a fair share fee to the Union effective at the completion of their initial probationary period, as a condition of employment.

The fair share fee shall be certified to the Employer by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

SECTION 5: The Union agrees that it will indemnify and save the Employer harmless from any action commenced by an employee against the Employer arising as a result of the deductions made under this Article.

SECTION 6: The Employer will provide the Local Union and the Ohio Council 8, Athens Regional Office a list of the names and addresses of all bargaining unit employees effective thirty (30) days after the execution of this Agreement and every year thereafter.

SECTION 7: Any conscientious objections to Fair Share shall be resolved according to 4117.09 of the Ohio Revised Code and may include an option for the employee to pay an amount equal to Fair Share to the School's scholarship program. In addition, the Employer recognizes that any internal rebate procedure is a matter between the Union and the employee under 4117.09 O.R.C.

## ARTICLE 7 — GRIEVANCE PROCEDURE

SECTION 1: A grievance shall be defined as any dispute or controversy that arises between an employee and Management and/or the Union and Management with respect to the interpretation or application of this Contract, or the rights, obligations or liabilities of the parties covered herein.

### RATIONALE:

- A) It is agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the Board and the Union. Unless mutually agreed to in writing by the parties, the time limits specified in this procedure shall be adhered to strictly.
- B) Grievances not processed by the Union within the time limits set forth in this procedure shall be considered settled in favor of the Board.
- C) Grievances not answered by the principal or immediate supervisor within the time limits specified in this procedure shall automatically advance to the next step of the grievance procedure.

- D) Nothing contained in this procedure shall be construed as limiting the rights of an employee, having a complaint or problem, to discuss the matter informally with the immediate supervisor or administrators through normal channels of communication.

GRIEVANCE PROCEDURE:

STEP 1:

- A) A member of the Local Union having a grievable item must first reduce the grievance to writing and submit it to his immediate supervisor with his steward, within five (5) working days from the date he is aware that he has a grievance; the immediate supervisor will set up a meeting with the grievant and the steward within five (5) working days from the submission of the grievance. The immediate supervisor must render a written reply within five (5) working days of the meeting date to the grievant and the steward.

IMMEDIATE SUPERVISOR TO BE USED IN INFORMAL TALKS & STEP 1:

- Lunchroom Personnel.....to... Building Principal
- Custodians.....to... Building Principal
- Aides.....to... Building Principal
- Bus Drivers.....to... Transportation Director\*
- Maintenance & Special...to... Director of Business Affairs\*
- Secretaries.....to... Principal/Immediate Supervisor\*

\* If unavailable, with Building Principal.

STEP 2:

If the employee(s) is not satisfied with the reply to the grievance at the above level, the aggrieved employee(s), the Steward, and the Union President may present this grievance within five (5) days to the Director of Business Affairs. The Director of Business Affairs will render a reply in writing within five (5) working days.

STEP 3:

If the grievance is not satisfactorily resolved at Step 2, the employee can request that his/her grievance be reviewed by the Union's Grievance Committee. The Union's Grievance Committee shall consist of the Local President, Vice President, Ohio Council 8 Representative and applicable Area Steward.

The Grievance Committee may, after review of the grievance, submit the grievance to the Employer's Grievance Committee. The Employer's Grievance Committee shall consist of the Superintendent/designee and two (2) other administrators. The two committees shall meet once a month at a mutually agreeable date and time to hear all pending grievances.

Ten (10) working days following the hearing, the Employer shall render a response in writing to the Union's Committee.

**STEP 4:**

If the parties are unable to resolve the grievance at Step 3, the Union may submit the grievance to Step 4, Grievance Mediation within (20) working days from the Step 3 response.

**MEDIATION:**

1. The selection procedure for the Mediator shall be in accordance with the procedure outlined in Step 5 of this Agreement, or from assignment of a Federal Mediation and Conciliation Service (FMCS) Mediator.
2. The conduct of the Step Four Mediation hearing shall be in accordance with Step 5: Arbitration and the list below.
3. The Mediator shall make his decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing or in accordance with FMCS rules within three (3) working days from the close of the hearing. The acceptance or rejection of the Mediator's decision is voluntary for both parties.

Accordingly, under Step 3 of the grievance procedure, the parties shall use the mediation approach and procedure for resolving grievances of a non-precedent nature or a suspension of four (4) days or less.

- A. When either party chooses the Step 3 alternative, the parties and the designated mediator (arbitrator) will select a mutually agreeable date for holding the mediation. If a mutually agreeable date cannot be selected, the Mediator will select the date and both parties will abide by this selection. This same procedure shall apply to selecting a time and location for holding the mediation.
- B. The Mediation hearing will be conducted in accordance with the following:
  1. The hearing shall be informal. No hearing shall last longer than eight (8) hours in a twenty-four (24) hour period.
  2. No briefs shall be filed or transcripts made. The mediator will set break and meal periods and time limits.
  3. There shall be no formal rules of evidence.
  4. Each party's case must be presented by a representative of their own choice.

5. The mediator (arbitrator) shall attempt to mediate the grievance after the facts presented by both parties.
  6. If the parties cannot agree on any resolution, the mediator (arbitrator) will file his recommendations with the parties as to the grievance in question.
    - a. The Mediator has three (3) days (seventy-two hours) to file his decision after the conclusion of the hearing (excluding Saturdays, Sundays or holidays).
    - b. The Mediator's recommendations shall be based on facts developed by the parties that were submitted at the hearing.
    - c. The Mediator's recommendations should not exceed two (2) typed pages.
    - d. The authority of the Mediator shall be the same as outlined in the grievance procedure for an arbitrator.
    - e. The Mediator shall file the recommendations with both parties.
- C. Any recommendations of the Mediator in this procedure shall not be used as a precedent in any other grievance or hearing, except the grievance for which the Mediator has issued his recommendations.
- D. The parties may agree to present more than one grievance to the Mediator for his recommendations. Each party will submit to the Mediator a copy of the grievance and any information that has been submitted as part of the grievance record prior to the hearing. The Mediator will be provided a copy of the collective bargaining agreement.
- E. The parties will split the cost of the Mediator and hearing room. All other costs will be borne by the party incurring the costs.

#### STEP 5: ARBITRATION PROCEDURE.

- A) If the grievance is not satisfactorily resolved at Step 4, the Union may, within thirty (30) calendar days after receipt of the Step 4 answer, submit the grievance to arbitration. Upon notification to the Superintendent of the Portsmouth City Schools of its intent to arbitrate the grievance, the Union shall submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators to be sent to both the Union and the Employer. The parties shall use the alternate strike method of selection, with the first strike decided by a coin toss. Either party shall have the right to reject up to two (2) lists of arbitrators before selecting an arbitrator.

- B) The fees and expenses of the arbitrator shall be borne equally by the parties. Furthermore, the grievant(s), President of the Local and any subpoenaed witnesses shall not lose straight time pay while attending any arbitration proceedings.
- C) The decision of the arbitrator shall be final and binding upon all parties. In reaching his decision, the arbitrator shall have no authority to add to or subtract from or modify the provisions of the Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.
- D) All grievance settlements reached by the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union, and the employee(s). Provided that a grievance may be withdrawn by the Union at any time during any step of the grievance and arbitration procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.
- E) Any grievance concerning suspension and/or discharge shall be appealed directly to the 3rd step of the grievance procedure.

## ARTICLE 8 — DISCIPLINARY PROCEDURE

### DISCIPLINARY PROCEDURE:

SECTION 1: All disciplinary action shall be for just cause.

SECTION 2: Verbal reprimands will be removed from employee's personnel file eighteen (18) months after the effective date of the reprimand providing there is no intervening written notice of disciplinary action during the eighteen (18) month period.

SECTION 3: Written reprimands will be removed from employee's personnel file twenty-four (24) months after the effective date of the reprimand providing there is no intervening written notice of disciplinary action during the twenty-four (24) month period.

SECTION 4: Suspensions will be removed from an employee's personnel file thirty (30) months following the date of the suspension providing there is no intervening written notice of disciplinary action during the thirty (30) month period.

SECTION 5: In imposing discipline on a current charge, the Employer shall not take into account any reprimands or suspensions which would have been removed by the procedure of Sections 2, 3 and 4 herein.

SECTION 6: An employee shall be given a copy of any written warning, reprimand, or other disciplinary action entered on his personnel record. The Local President shall receive a copy of any suspension and/or discharge notice.

SECTION 7: Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he has been suspended or discharged. In the case of suspension, he will be advised of the duration of the suspension. In the case of suspension, or discharge, the Local Union President and the disciplined employee will be present at a required hearing before the Superintendent or his designee, prior to issuing any discipline to an employee.

SECTION 8: Notwithstanding the above procedure if the offense is of such grievous nature as to require immediate action, the employee will be suspended without pay pending the above hearing. The hearing in this case shall be held within forty-eight (48) hours of being sent home.

SECTION 9: Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension only.

SECTION 10: Any grievance concerning suspension and/or discharge shall be appealed directly to Step 3 of the grievance procedure.

#### ARTICLE 9 — SICK LEAVE

- A) Each full-time member (six [6] hours or more) of the bargaining unit shall accumulate one and one-fourth (1-1/4) days paid sick leave per month to a total of fifteen (15) per year and to two hundred twenty-four (224) days accumulation.
- B) Each part-time members (less than six [6] hours) of the bargaining unit shall accumulate a proportional number of paid sick leave days per month in relationship to the amount of time he/she is employed. This may accumulate to two hundred twenty-four (224) days.

| Average No. of Hrs. Worked Per Day | Sick Leave Days |
|------------------------------------|-----------------|
| —1 hr & 30 min                     | 0.25            |
| —1 hr & 31 min to 3 hrs            | 0.50            |
| —3 hrs & 1 min to 4 hrs & 30 min   | 0.75            |
| —4 hrs & 31 min to 6 hrs           | 1.00            |
| —6 hrs & 1 min to 8 hrs            | 1.25            |

- C) Employees will receive an Attendance Bonus in accord with the following schedule:

| 9 Month<br>9 Wk. Period | 0 Absence           | 1 Absence      | 2 Absences    | Payment Date                |
|-------------------------|---------------------|----------------|---------------|-----------------------------|
| 1                       | \$150               | \$100          | \$50          | 1 <sup>st</sup> Pay - Dec.  |
| 2                       | \$150               | \$100          | \$50          | 2 <sup>nd</sup> Pay - March |
| 3                       | \$150               | \$100          | \$50          | 1 <sup>st</sup> Pay - May   |
| 4                       | \$150 or<br>\$1,000 | \$100 or \$750 | \$50 or \$500 | 2 <sup>nd</sup> Pay - July  |

| 10 Month<br>9 Wk. Period | 0 Absence           | 1 Absence      | 2 Absences       | Payment Date                |
|--------------------------|---------------------|----------------|------------------|-----------------------------|
| 1                        | \$175               | \$100          | \$62.50          | 1 <sup>st</sup> Pay - Dec.  |
| 2                        | \$175               | \$100          | \$62.50          | 2 <sup>nd</sup> Pay - March |
| 3                        | \$175               | \$100          | \$62.50          | 1 <sup>st</sup> Pay - May   |
| 4                        | \$175 or<br>\$1,000 | \$100 or \$750 | \$62.50 or \$500 | 2 <sup>nd</sup> Pay - July  |

| 12 Month<br>3 Month<br>Period | 0 Absence           | 1 Absence         | 2 Absences    | Payment Date                   |
|-------------------------------|---------------------|-------------------|---------------|--------------------------------|
| 1                             | \$200               | \$150             | \$75          | 1 <sup>st</sup> Pay - November |
| 2                             | \$200               | \$150             | \$75          | 2 <sup>nd</sup> Pay - February |
| 3                             | \$200               | \$150             | \$75          | 1 <sup>st</sup> Pay - May      |
| 4                             | \$200 or<br>\$1,000 | \$150 or<br>\$750 | \$75 or \$500 | 2 <sup>nd</sup> Pay - August   |

All absences shall be counted except approved days of Professional, Vacation, Jury Duty, Witness, Compensatory Time, Three (3) Funeral Leave Days for immediate family as described in Section E, Three (3) Personal Days and Assault Leave, it being further understood that if an employee misses all days of a nine-week period by reason of an exception (for example, an extended assault leave) no payment under this provision is to be made.

- D) Use of sick leave shall be for that allowed by the Ohio Revised Code. This shall include, but not be limited to:
1. Illness/accident.
  2. Up to seven days in the event of a death within the immediate family.
  3. Up to one day in the event of a death of a distant relative or personal friend.
  4. For the period of absence caused by a quarantine by official mandate of the proper health authorities.
  5. To provide necessary care for ill or injured in the immediate family.
  6. For medical problems under the care of a physician/dentist.
  7. For absence due to disability caused by or contributed to pregnancy (five (5) days for paternity).
- E) Immediate family for this section shall include: spouse, son/son-in-law, daughter/daughter-in-law, stepchildren, father/father-in-law, mother/mother-in-law, brother/brother-in-law, sister/sister-in-law, grandparents, grandchildren or other persons who have assumed a similar position as parents to the employee.
- F) Notification of use of sick leave shall be given verbally as early as possible and the proper notification form shall be filed within two (2) days of the member's return to work. Any bargaining unit member who utilizes more than five (5) sick days consecutively, must have a doctor's note before returning to work.
- G) Any member of the unit shall, when necessary, have an advancement of up to the equivalent of one year's accumulated sick leave days, no less than a two month extension of Board paid health benefits, and the right to reimburse the Board for its expense towards extending health care benefits an additional twelve (12) months when sick leave has been exhausted.

#### ARTICLE 10 — LEAVE OF ABSENCE AND OTHER LEAVES

1) PAID LEAVE.

Leave with pay will be granted to two (2) employees to attend one (1) Council 8 Convention per year. The employee shall be granted paid leave for up to three (3) days. Leave expenses shall be fully paid by the employee.

2) UNPAID LEAVE.

At the request of an employee, a leave of absence without pay may be granted to an employee selected for a state or national Union office. This shall not exceed one (1) year. Above leave subject to obtaining proper temporary personnel

replacements. Seniority shall accumulate during this leave of absence. Request for additional persons may be requested under unusual circumstances.

- 3) Other leaves of absence without pay due to illness or other disability will be considered by the Board not to exceed one (1) year and subject to obtaining proper temporary assignments. Seniority shall accumulate during this medical leave of absence and the employee will return to the position held prior to leave.

Applications for leave of absence due to illness shall be in writing, and shall contain in statement of the anticipated beginning and ending dates of the period of absence, and shall have attached thereto a statement by the employee's attending physician giving the physician's opinion based upon the employee's physical condition, of the beginning and ending dates of the period of leave of absence. Such application may be amended as to the anticipated beginning and ending dates of leave of absence at any time, whether before or after the commencement of the leave based upon changes in the employee's condition and statement of the employee's attending physician.

- 4) If in the opinion of the Superintendent, a person becomes, in fact, unable to perform adequately assigned duties prior to the time specified in the application for leave, such person may be reassigned to other duties or placed on involuntary sick leave without their prior consent. However, if the person does not consent to reassignment or replacement on sick leave for involuntary leave, the Employer shall give the person five (5) school days prior written notice of the reassignment, sick leave or involuntary leave(s), as the case may be. In the case of intended reassignment, the notice shall specify the position to which the person will be reassigned. If a person does not consent to intended reassignment, a grievance may be filed by the person.

## 5) UNPAID LEAVES

- A) Any employee may request in writing to the Personnel Office, no less than sixty (60) days in advance, a leave of absence. Said leave would be for one (1) year or remaining days of that school. The request shall contain a rationale for the leave and the days such leave would begin and end. Bargaining Unit members will not be granted more than two (2) leaves of absence throughout their tenure with the school district. The Employer is not obligated to return the employee to the classified position he/she held prior to taking leave; seniority will not accumulate during the leave of absence. The Board shall have the sole authority in granting or denying such leave.
- B) If the Board should elect to deny a requested leave of absence, such denial shall be made in writing no less than twenty (20) days prior to the requested initiation date of the leave with the reason(s) the leave has been denied, otherwise the leave shall be granted as requested.

- C) Fringe benefits may be continued by the employee provided the employee pays the Board for the actual costs of such fringe(s) quarterly in advance.
  - D) Upon written agreement between both parties to this contract, the time limits in this policy may be waived.
  - E) PERSONAL LEAVE. Employees may be granted unlimited personal leave, after the Superintendent of Schools or his designee determines the justification of such leave, upon at least forty-eight (48) hours prior written notice. In the case of an emergency when time does not permit prior notification, the employee may take such leave, but justification must be submitted within forty-eight (48) hours of the employee's return at which time the Superintendent or his designee will determine the validity of the leave.
- 6) The School Board will comply with the Family and Medical Leave Act of 1993.
- 7) ASSAULT LEAVE.
- A. A classified employee who, as the result of being physically assaulted while performing contracted services in connection with the performance of a professional assignment, is unable to perform his/her duties will be eligible for assault leave. If that employee is assaulted by another employee, a committee will determine if assault leave is justified. The committee will be made up of the AFSCME Local 2684 President and another AFSCME member selected by the President, the Superintendent and another administrator selected by the Superintendent, and the Board doctor. (This committee is to be formed and able to function within one [1] month of signing the contract.)
  - B. If an assault on a classified employee results in the employee being unable to perform their duties, said employee shall be provided assault leave up to twenty (20) days without loss of pay or benefits. Use of additional days will be determined by the committee established in 7-A.
  - C. Assault leave days shall not be subtracted from said employee sick leave.  
  
The Superintendent or designee may require a statement by the Board's physician, at no cost to the employee, relative to the capability of the individual to perform their duties and to the extent of the injuries received.
  - D. At the termination of the said disability, the employee shall return to his/her assignment held prior to the disability.

- E. If court action results, the employee shall be granted leave of his/her assigned duties upon request to the Superintendent or his/her designee with no loss of pay or benefits for days in court or consultation as shall be required by counsel or law enforcement officers that cannot be transacted outside of regular work hours.

#### ARTICLE 11 — PERSONAL LEAVE POLICY

- 1) A classified employee may take three (3) days of personal leave each year not chargeable to sick leave for one of the following permissive reasons by signing the personal leave form and indicating the reason for the personal leave. A person planning to use personal leave shall notify his supervisor as far in advance as possible or at least forty-eight (48) hours prior to the beginning of such leave.
  - A) Personal business that cannot otherwise be arranged for transaction outside of scheduled hours. Personal business defined:
    - 1) Transact personal affairs with an attorney.
    - 2) Real estate transactions.
    - 3) Personal settlement of estate transactions.
    - 4) Required banking arrangements.
    - 5) Emergency accidents in the family or to family property.
    - 6) Emergency illness in immediate family living outside of the household. Immediate family includes sons, daughters, mother, father, sisters, brothers, daughter-in-law, son-in-law, grandchildren, or grandparents, mother-in-law or father-in-law.
  - B) Religious observances that specifically prohibit work or normal activities during that time.
  - C) Attendance at the graduation exercises of a spouse, son or daughter.
  - D) Court appearances as a party, defendant, or witness.
  - E) For other good or just cause as approved by the Superintendent or his designee.
  - F) To attend affairs of a personal nature not to be construed as recreational in nature.
- 2) Unused personal leave days shall be converted to sick days at the end of each year. For each of these personal days that go beyond the accumulated maximum of sick leave, the employee shall receive \$50.00 per day up to a maximum of \$150.00.

- 3) Personal leave shall not be taken the week preceding the opening day of school, on the first day of school, the last week of school, parent/teacher conference day, district-wide in-service day, or any day immediately before or after a holiday. The Superintendent or his/her designee may waive this limitation in special/emergency situations.
- 4) If, for any reason, the Superintendent decides to award additional personal days to an individual, management will require the employee to repay these personal days by reducing that employee's personal days for subsequent years at a rate of 2 days per year until such days are repaid or the employee leaves the district.

#### ARTICLE 12 — HEALTH AND SAFETY

- 1) It is the responsibility of the Employer to provide safe working conditions, tools, equipment, and work methods for its employees. It is the duty of all employees to use the safety equipment provided and to follow all the safety rules and safe working methods recommended for their safety.
- 2) In the event of an on-the-job injury, the employee must notify his immediate supervisor. The employee should seek prompt medical attention, and assist the immediate supervisor in preparing an injury report. The report must be forwarded to the Personnel Office. The employee must contact the Personnel Office when filing any papers related to the injury.
- 3) The employee shall receive a copy of all forms, documentation relative to item two (2) above and entered into his/her personnel file.
- 4) The Employer agrees to set up a committee to review health and safety concerns. This committee shall be comprised of three (3) Union representatives and three (3) Employer representatives.

#### ARTICLE 13 — PROBATION/APPOINTMENT

Applicants recommended by the Superintendent shall be subject to approval and confirmation by the Board of Education as provided by law.

The Superintendent, or his designee, will recommend probationary appointments. All beginning employees, and employees changing job classification or improving their classification status, shall be probationary status for a period of one hundred twenty (120) calendar days. Such probationary appointments shall be recommended for regular appointment and confirmed by the Board. The rate of compensation during the probationary employment shall be in accordance with the regular pay schedule. At the end

of the first sixty (60) calendar days of the employee's probationary period, an evaluation meeting shall be held with the employee, his or her immediate supervisor and/or building principal. The findings of this meeting shall be put in writing and a copy given to the Personnel Office and to the person involved with recommendation for continued employment or dismissal.

At the end of ninety (90) calendar days of the employee's probationary period, another evaluation meeting shall be held with the employee, his or her immediate supervisor and/or building principal. The findings of this meeting shall be put in writing and a copy given to the Personnel Office and to the person involved, with a recommendation for continued employment or dismissal.

Employee, satisfactorily completing the one hundred twenty (120) calendar days probationary period, shall be recommended for regular employment.

Time spent on unpaid leave of absence shall not be counted as part of the probationary period.

#### ARTICLE 14 — UNION SECURITY

Union representatives shall be permitted reasonable access to buildings in order to conduct legitimate Union business.

The Union shall have one (1) Union Steward in each building and furnish his name, along with the list of all officers and representatives to the Personnel Office after each Union election.

Stewards shall be given reasonable time to meet with the administration and process grievances without impeding normal operations of a building or program.

#### ARTICLE 15 — MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law except as specifically limited by explicit provision of this Agreement. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of the Contract.

## ARTICLE 16 — JOB POSTING/BIDDING AND TRANSFER PROCEDURE

SECTION 1: VACANCY. A vacancy is defined as an opening in a particular classification where the employer has created a new classification or has increased the number of jobs in an existing classification, or where an opening occurs in a classification as the result of a promotion, transfer, quit, discharge or other termination of employment. Whenever a vacancy to be filled exists, the position shall be posted within five (5) days after the occurrence which caused the vacancy and filled within thirty (30) days after the last day of bidding.

Vacancies will be awarded to an employee applicant in the following order of selection and pursuant to the following criteria as follows:

- 1) First - as a bid within the same classification as the vacancy for shift and location preference to an employee applicant who possesses the greatest classification seniority.
- 2) Second - to an employee applicant in the same classification series as the vacancy who possesses the greatest classification **series** seniority.
- 3) Third - to an employee applicant who possesses the minimum qualifications for the position and has the greatest total seniority.

Paraprofessionals are viewed as one (1) classification and shall be treated as such for bidding purposes. Pay rate and pay range are assigned per education obtained, not position. Positions will be awarded based on classification (paraprofessional) seniority only.

SECTION 2: An employee who is awarded a promotional vacancy will be given a one hundred twenty (120) calendar day trial period and adequate supervision and training to enable the employee to qualify for the position on a permanent basis. If the employee fails to satisfactorily perform the duties of the position, he shall be returned to his former position and pay rate any time prior to the one hundred twenty-one (121) calendar days in the position and the vacant position will then be re-posted for bid. Once an employee is involuntarily removed he/she cannot bid on the same position for a period of six (6) months.

### SECTION 3: TEMPORARY TRANSFERS.

- A) The Employer shall have the right to temporarily transfer an employee to other buildings and work locations within his/her classification series to fill in for absent employees due to their illness, vacation or other leaves of absence or to temporarily fill a vacancy pending permanent filling of that position.
- B) Such temporary transfer shall not exceed thirty (30) calendar days, unless the Union and the Employer agree in writing to extend the time limits on temporary transfer(s).

- C) Employees transferred shall be permitted preference by exercising their classification seniority for the temporary position. If no classification senior employee(s) desire the temporary transfer, the least classification senior employee shall be temporarily transferred.
- D) Employees who transfer to a higher rated classification shall receive the higher rate of pay. Employees who transfer to a lower rated classification shall retain the rate of pay of their regular classification.

#### SECTION 4: TEMPORARY WORK ASSIGNMENT.

- A) When an employee is temporarily assigned to a position (even within his/her own series) with a higher rate of pay than his own for one (1) hour or more, he or she shall receive the rate of the higher classification for the duration of the temporary assignment. No bargaining unit member shall be denied the one hour to avoid the premium rate.
- B) Most senior qualified bargaining unit member shall be given first preference in making the temporary assignments.
- C) Temporary assignment will take precedence over temporary employment.

#### SECTION 5: BARGAINING UNIT WORK.

- A) Substitutes or supervisory personnel will only be used to replace regular employees who are on sick leave, leave of absence, vacation or otherwise unavailable for work. Substitutes will not be used to erode the bargaining unit.
  - 1) In no event shall substitutes be offered more hours than regular classified employees.
  - 2) Exempt personnel will not perform Bargaining Unit work that will result in overtime payment, excluding substitute bus drivers per Article 19, and/or emergency situations.

#### SECTION 6: SUBSTITUTE AND/OR TEMPORARY EMPLOYEE DEFINITION.

A substitute or temporary employee is a person who takes the place of another regular or full-time employee and/or when work load becomes such that requires additional help for a short or special period of time.

Substitute or temporary employees shall be paid according to the established hourly rate on the salary schedule.

## ARTICLE 17 — TRAVEL ALLOWANCE

A travel allowance will be provided personnel required to travel in their assignments. Calculations will be based on the total number of miles times a mileage rate. The mileage rate will be consistent with the Board's adopted mileage rate. Written requests for mileage reimbursements must be made by the employee on Board provided forms.

## ARTICLE 18 — DISTRIBUTION AND PAY OF EXTRA BUS TRIPS

The Transportation Coordinator will keep a bus trip check off list for each new school year beginning with the first trip granted and ending with the school year each June. Extra bus trips will be issued as follows:

- 1) Drivers must read and sign a copy of this Article;
- 2) A copy of this Article shall be posted in the Transportation Coordinator's Office;
- 3) The first trip will be offered to the driver on the list with the most classification seniority, and each driver thereafter in order of classification seniority until every driver has either taken a trip or turned one down;
- 4) Distribution of extra-curricular trips will be made at the beginning of the school year in order of classification seniority until every driver has either taken a trip or turned one down. Make-up trips will be assigned to drivers according to the cancellation date of his/her extracurricular trip. Remaining make-up trips will be distributed to the driver on the list with the most classification seniority, and each driver thereafter in order of classification seniority;
- 5) If the stopping time of your route exceeds the requested departure time of a trip, you are required to forfeit your entire morning and/or afternoon route in place of the trip;
- 6) Once a trip is assigned, you are required to take that trip except in the case of an extreme emergency; such as, illness with driver or immediate family, accident;
- 7) Trading of trips is prohibited;
- 8) Trip sheets will be placed in a designated area. All drivers are required to obtain his or her own trip sheet within a 24-hour period of accepting the trip;

- 9) All drivers are expected to adhere to the prescribed schedule of each trip. Example, you are not permitted to change the pick-up and/or departure time;
- 10) Trips assigned during the time period between the morning and afternoon segments of a bus driver's normal daily work schedule will be kept on a separate check list and distributed on a rotation basis beginning with the driver on the list with the most classification seniority, and each driver thereafter in order of classification seniority until all trips are assigned;
- 11) Extra-curricular trips and in-between trips...You are on the payroll, therefore, you are expected to be available at all times to the group you are transporting;
- 12) If all drivers refuse the same trip, the trip may be assigned to a substitute driver;
- 13) If no substitute driver is available, the trip then becomes a mandatory assignment for drivers who have signed up for extra trips beginning with the least senior classification driver taking the trip;
- 14) Substitute drivers will not be used if a regular driver is available regardless of the hours already worked;
- 15) All drivers, whether they desire extra trips or not, will be required to work in the event all drivers are needed;
- 16) All drivers are required to follow the current guidelines of the Ohio Pupil Transportation Operation and Safety Rules, the Ohio Department of Motor Vehicles and the policies/procedures adopted by the Portsmouth City Board of Education;
- 17) Applications for all extra bus trips for regularly scheduled events must be filed with the Transportation Coordinator's Office no later than five (5) days prior to the event;
- 18) Assignment of the extra trip must take place at least three (3) days prior to the event, but no more than five (5) days prior to the event; and
- 19) Exceptions to the time limits in Sections 10 and 11 will be considered only if the event is scheduled under unusual circumstances, such as the rescheduling of an event immediately after its cancellation.

## ARTICLE 19 — TRAINING AND PROMOTIONAL OPPORTUNITIES

- 1) The Board and the Union agree that there will be periodic meetings for the purpose of identifying the classifications where in-service training would be applicable. The Board agrees to provide such training.
- 2) The Administration and the Union shall meet and discuss identification of the classification(s) where there will be entrance examinations and also the classification(s) where training and promotional examination will determine eligibility.

**PROMOTION:** When an employee is promoted to a classification in a higher schedule, they shall be placed on the step of the higher schedule next in amount above the employee's hourly rate at the time of transfer. Employee must complete one hundred twenty (120) calendar days probationary period at this higher rate before advancing to the next step.

**VOLUNTARY DEMOTION:** When an employee moves from one classification to a lower rated classification, the hourly rate shall change according to the pay schedule in effect at the time of demotion.

**INVOLUNTARY DEMOTION:** When an employee is removed from a position prior to the completion of the one hundred twenty (120) day probationary period. Once an employee is involuntarily removed, that employee cannot bid on the same position for a period of six (6) months.

### EMPLOYMENT QUALIFICATIONS:

**TRAINING:** Employee shall be required to have such training and skills as may be needed to carry out successfully the requirements of the job.

The Employer shall allow the employees affected in their present position by a change in job requirements, time off with pay to obtain the additional training or shall provide such training to the employee for the purpose of this Section, to meet their present employment qualifications.

## ARTICLE 20 — HOURS OF WORK - OVERTIME AND SHIFT DIFFERENTIAL

- 1) The regular work week shall consist of forty (40) hours five (5) days of eight (8) hours each day.
- 2) Work performed in excess of eight (8) hours in any one day or forty (40) hours in any one work week shall be compensated at the rate of time and one-half (1 ½) of the employee's regular pay rate.

3) Work performed on holidays shall be compensated at the rate of double time, for the time worked, plus the holiday pay.

4) Emergency Call-Out:

Whenever an employee is called out to work at a time other than his regular work schedule thereby necessitating additional travel to and from work, he shall be guaranteed a minimum of three (3) hours work at the proper overtime rate. The three (3) hours double-time will cease when the regular shift of the employee begins and the time overlaps.

It is understood that scheduled overtime for the purpose of checking the heat in the building, or heating these buildings, is not covered by this minimum, but shall be paid at the proper overtime rate.

Double time will be paid for any emergency call out work.

5) The assignment of overtime shall be at the discretion of the Principal, supervisor, or Business Manager and shall be distributed among employees within the building and system dependent upon classification seniority and qualifications.

Employer authorized overtime will be assigned within a classification/classification series as follows: first to those employees in the classification/classification series working in the building (if applicable) where the overtime occurs, second within the classification/classification series to an employee who chooses to work outside their building, third to an employee from another classification who desires to work overtime. The employee must be qualified to perform the overtime work.

The overtime will be assigned by classification seniority starting with the most senior employee.

6) A shift differential shall be paid for the following hours of work:

6:00 p.m. to 12:00 midnight.....\$0.25 per hour

12:01 a.m. to 4:00 a.m.....\$0.35 per hour

7) Hours worked are those in which an employee is in active pay status and active pay status shall be used in computation of premium pay.

8) Employees engaged in the performance of their duties shall be permitted to work beyond their normal shift if such work needs immediate attention to maintain normal operations and as approved by their supervisor.

## ARTICLE 21 — LAYOFF AND RECALL

- 1) When it becomes necessary through lack of work or lack of funds to reduce the number of employees in the classified unit, the following layoff order shall be observed:
  - A) All seasonal, emergency, casual, temporary, substitute, and probationary employees shall be laid off first before any permanent employee is laid off. Positions held by probationary employees will be rebid before the layoff continues (excludes summer youth program).
  - B) Thereafter, should it be determined any further reduction in the work force is necessary, the employee with the least amount of total seniority in the designated classification of layoff shall be laid off first.
  - C) The Employer shall give a fifteen (15) day notice of the intent to reduce the work force to the Union and will provide a current seniority list at the time of such notice.
- 2) An employee who is displaced from his classification as a result of job abolishment or reduction in the work force shall have the right to exercise his total seniority in the following order:
  - A) Displace the employee with less total seniority in any equally or lower rated classification (rated classification is based on the base hourly rate of pay) provided the displaced employee meets the minimum qualifications in the classification to which he seeks to exercise his displacement rights. (Paraprofessionals are subject to layoff and displacement(s) by Bargaining Unit seniority.)
  - B) A person who bumps down to a lower classification shall receive the pay rate for that classification.
- 3) Laid off and/or displaced employees shall be placed on a preferred recall list and shall have the right of recall for the length of 15 months for the following:
  - A) Vacancies within their classification; and,
  - B) Vacancies within another equally or lower rated classification for which they are capable and qualified to perform, prior to any promotion or hiring from the outside by the Employer.
- 4) Recall shall be made in the inverse order of layoff or displacement by mailing notice to the employee's last known address, by certified mail, return receipt requested.

The affected employee shall have seventy-two (72) hours to notify the Employer of their intent to return and shall have fourteen (14) days to report to duty.

## ARTICLE 22 — MODIFICATIONS AND AMENDMENTS/SAVINGS CLAUSE

SECTION 1: Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement.

SECTION 2: If an article or section of this Agreement or any addition thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## ARTICLE 23 — IN-SERVICE TRAINING

SECTION 1: The Board of Education and the Union recognize the need for a career in-service training development promotion program to provide promotional opportunities for the work force.

- A) An in-service training program is essential for efficient operation within the school system.
- B) At various times, conferences and training sessions will be provided. These will be planned for the purpose of helping employees to improve their skills.
- C) Employees in the classifications of Building Secretary, Bus Driver, Aide and other classifications as needed shall receive first aid and CPR training at no cost to the employee.
- D) The Employer shall provide information and training to employees on electronic deposits.
- E) The Employer shall set up meetings for employees to explain health insurance changes in benefits and/or procedures.
- F) A committee comprised of two (2) administrators appointed by the Superintendent and five (5) classified employees appointed by the AFSCME Local 2684 President shall meet each year prior to the opening day of school to mutually prepare a professional development/in-service calendar.

ARTICLE 24 — SEVERANCE PAY

SECTION 1: Severance pay will be granted to each classified employee who retires from the Portsmouth City Schools with five (5) or more years of continuous service within the Portsmouth City Schools. Payment of severance pay will be based upon 1/4 of 224 days or less of sick leave days accumulated at the time of retirement times the prorated daily rate of pay. Payment will be made to the employee within sixty (60) days after the actual retirement date. However, the employee may request that his/her severance pay be postponed until the next calendar year.

SECTION 2: NOTE: If an employee wants his/her severance rolled over into an annuity, this must be done within two weeks after the retirement date. This two-week period is allowed due to payroll lag. After this time the individual is not considered to be an employee of the District and, therefore, the severance pay cannot legally be rolled into an annuity. Retirement severance pay will be made only once to any individual. The employee must make written request within thirty (30) days of termination with the District.

ARTICLE 25 — VACATION LEAVE

A. Each full time non-teaching employee, after service of one year with the school district, is entitled to the following vacation schedule:

- After one (1) full year  
but less than seven (7).....Two (2) Weeks
- After seven (7) years  
but less than fourteen (14).....Three (3) Weeks
- After fourteen years  
but less than twenty-one (21).....Four (4) Weeks
- After twenty-one full years.....Five (5) Weeks

B. At the time an employee retires or leaves employment with the District, he/she will be paid up to a maximum of seventy-five (75) days of accumulated vacation leave to his/her credit.

C. Vacation request forms must be submitted to the Office of Business Affairs one (1) week in advance for a request involving more than five (5) work days.

D. Employees are permitted to use vacation one (1) day to five (5) days per school year upon notification to their immediate supervisor or Business Affairs Office (any combination).

E. Vacation approval shall be made by an Administrative Head. Ralph Applegate shall approve/disapprove all vacation; in his absence, the employee may submit the request to Jake Schneider, and then the Superintendent. In the event all three

Administrative Heads are absent, Dianna Reedy, Treasurer, may approve vacation requests.

## ARTICLE 26 — HOLIDAYS

- 1) School holidays shall be established by the Board with adoption of the "School Calendar."
- 2) The following days shall constitute legal paid holidays for all full-year employees (twelve [12] month employees):
  - a) New Year's Day
  - b) Memorial Day
  - c) Independence Day
  - d) Labor Day
  - e) Thanksgiving Day
  - f) Christmas Eve Day
  - g) Christmas Day
  - h) Presidents' Day
  - i) Day in lieu of Veterans' Day (Friday after Thanksgiving)
  - j) Martin Luther King Day
  - \*k) Good Friday (\*except when school is in session for students)
- 3) The following days shall constitute legal paid holidays for less than twelve (12) month employees:
  - a) New Year's Day
  - b) Memorial Day
  - c) Labor Day
  - d) Thanksgiving Day
  - e) Christmas Eve Day
  - f) Christmas Day
  - g) Presidents' Day
  - h) Day in lieu of Veterans' Day (Friday after Thanksgiving)
  - l) Martin Luther King Day
  - \*j) Good Friday (\*except when school is in session for students)
- 4) When any of the enumerated days fall on Saturday, then the preceding Friday shall be observed as a holiday; or when any of the enumerated days fall on Sunday, then the following Monday shall be observed as a holiday.
- 5) An employee who would regularly be off on Christmas Eve will receive compensatory pay rather than time off.

When school is in session on Good Friday, this day is not considered a holiday, but each employee that works will be paid double time for Good Friday.

## ARTICLE 27 — INSURANCE

### SECTION 1:

- 1) The Board will provide a minimum benefit of 94.5% Board payment of insurance premiums for all full time employees in the bargaining unit.
- 2) Bargaining Unit employees working 6 to 8 hours a day shall pay 5.5% of the insurance premium.

Employees working at least four (4) hours but less than six (6) hours in a day shall pay fifty percent (50%) of the premiums for single or family coverage.

- A. Duplication of coverage within the same family is not permitted. Primary coverage must be provided by source of greater annual salary if insurance is available.
- B. Spousal Coordination of Benefits: Spouses of employees are to obtain health insurance from their employer as long as it is made available to them from their employer or retirement system, if they do not have to pay more than twenty-five percent (25%) of the premium. This shall become the spouses' primary health insurance policy. The District employee may choose to carry his/her spouse on a family policy, but the PCSD insurance becomes secondary in coverage. An employee whose spouse is retired and currently on the District's family plan prior to the effective date of this contract will be grandfathered. Employees must notify the Treasurer's office by August 20, 2008 that the spouse has enrolled in his/her employer's policy to be effective October 1, 2008.

Employees who contribute to his/her health insurance premium during the entire 2010-2011 school year will receive a premium holiday in the months of October and November. If there is a premium increase of less than or equal to 3%, an additional premium holiday will be received in the month of December, 2011. However, in the event that Bargaining Unit employees do not receive the 2% across-the-board wage increase and do not pay the 1/2% increase in the premium contribution, they also will not be entitled to the premium holidays.

- C. The Employer shall establish a 125 IRS deferred tax program for insurance contributions.

SECTION 2: It is further agreed that the Board's fringe coverage will be extended for two months at the expense of the Board after the termination of sick leave benefits.

SECTION 3: In addition, after the two-month period previously mentioned (covered by the Board), the classified individual involved may take a monthly payment to the Treasurer's Office for a period of one year in order that the hospitalization and major medical coverage may continue.

Medical payments by the Board may be extended beyond the two months to a period of one year in the case of unusual financial hardship as determined by the Board of Education (ORC 3313.2020).

SECTION 4: It is further agreed that a prescription drug plan will be made available to all bargaining unit members. A mail order maintenance drug plan will be available to all bargaining unit employees.

SECTION 5: Any change in insurance carriers, and resulting policy change shall be equal to or greater than the current levels of benefits.

SECTION 6: OHIO AFSCME CARE PLAN. The Employer agrees to continue the current health plan and pay to the Care Plan seventy-two dollars and seventy-five cents (\$72.75) per employee, per month for the term of this Agreement.

- I. Life Insurance Plan
- II. Vision Level 3
- III. Dental Level 2A
- IV. Prescription Drug

SECTION 7: A committee will be established to study the district staff health insurance program. The purpose of the committee will be to improve the cost effectiveness of the district's expenditures for health insurance. The term cost effectiveness particularly relates to minimizing expenditures and maximizing coverage.

There shall be an equal number of representatives from AFSCME Local 2684 appointed by the Union to serve on the insurance committee as from the other groups being represented. These representatives shall have a voice and vote equal to any other insurance committee representative.

## ARTICLE 28 — LONGEVITY PAY

SECTION 1: It is agreed that the Board of Education shall establish a two percent (2%) pay step, above the top step of each pay range, and each employee shall be placed in that pay step after his/her tenth (10th) anniversary date. (Except in cases where an employee may not be at the top of the normal pay step as a result of a promotion, the employee in

such cases shall be paid an additional two percent (2%) above each pay range as they progress along each step.)

SECTION 2: Same as above with an additional two percent (2%) pay step after fifteen (15) years.

SECTION 3: Same as above with an additional two percent (2%) pay step after twenty (20) years.

SECTION 4: Same as in Sections 1, 2 and 3 above with an additional two percent (2%) pay step after twenty-five (25) years.

SECTION 5: Employees must spend at least one (1) full year in each step before being placed on the next appropriate step. Change in steps shall take place on the employee's anniversary date each calendar year.

#### ARTICLE 29 — LIEU OF VACATION PAY

It is hereby agreed that all classified employees that work less than twelve (12) months per year shall receive five (5) additional days' pay more than the actual days worked in the school year in lieu of vacation benefits. A classified employee must be employed during the entire school contract year to be eligible for in lieu of vacation pay. Any employee leaving employment before the end of a contract year will receive in lieu of vacation pay on a prorated basis.

#### ARTICLE 30 — CLOTHING

The two man snow crew will be provided \$250.00 to buy a pair of boots each year of this Agreement. Coat(s) shall be replaced as needed.

#### ARTICLE 31 — HAZARDOUS DUTY PAY

Any classified person will be entitled to the following additional pay supplement when normal work schedule calls for listed work to be performed or when assigned by supervisor:

RATE.....50 CENTS PER HOUR FOR WORK PERFORMED

- 1) Work on Scaffold - three 6 ft sections or more
- 2) Work from Outside swinging scaffold
- 3) Work on Window Jacks
- 4) Work with Epoxy
- 5) Work with Acids

- 6) Work with Spraying
- 7) Work with Sandblasting

## ARTICLE 32 — ELECTRONIC PAYCHECK DEPOSIT

SECTION 1: Effective July 1, 2015, all employees shall go to direct deposit. The Board Treasurer shall regularly electronically deposit that classified employee's paychecks into a savings, credit union, or checking account of his or her choice.

Once an employee indicates his/her choice of electronically deposited paychecks the employee cannot withdraw from this procedure. However, the employee may indicate to the Employer a change in his/her financial institution.

The Board Treasurer shall mail to each employee his/her pay stub to the building where he/she works during the school year and mail to home address during the summer, unless the employee elects receiving pay stub by e-mail to his/her e-mail address.

SECTION 2: Procedure to be established for checkoff for:  
Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.), a political action organization.

## ARTICLE 33 — WAGES

SECTION 1: Wage rates are reflected in Appendices II, III and IV.

SECTION 2: There shall be twenty-six (26) pays per fiscal year in accordance with procedures established by the Treasurer. Every six (6) or seven (7) years, as necessary, the Treasurer may utilize a pay period of up to three (3) weeks in order to avoid a 27<sup>th</sup> pay in a year. All twelve month employees will be paid from his/her time sheets.

SECTION 3: The Employer agrees that, if any bargaining group of employees receives an increase in wages or benefits, AFSCME Local 2684 bargaining unit employees shall receive the same. It is further understood that employees shall receive normal step increases.

SECTION 4: Effective July 1, 2014, Bargaining Unit members shall receive fifty cents (\$.50) across-the-board wage increase.

SECTION 5: Each member of the Bargaining Unit shall receive a three hundred dollar (\$300.00) lump sum payment, payable in July, 2015.

There shall be a wage reopener for the years 2015 and 2016.

## ARTICLE 34 — SERS "PICK-UP"

### SERS "PICK-UP" UTILIZING THE SALARY REDUCTION METHOD.

Effective January 1, 1987, the Board of Education will implement the salary reduction method contributions to the School Employees Retirement System paid on behalf of the employees, at no cost to the Board.

- 1) The amount to be "picked-up" on behalf of each employees shall be the appropriate percentage rate set by SERS times the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of state and federal tax only.
- 2) The "pick-up" percentage shall apply uniformly to all members of the bargaining unit.
- 3) No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Employer "pick-up."
- 4) Payment for all paid leave, sick leave, personal leave and severance including unemployment and workers' compensation, shall be based on the employee's daily gross pay prior to reduction.

Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

- 5) If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney general opinions, or other governing regulations, the Board will be held harmless and this amendment shall be declared null and void.

## ARTICLE 35 — LABOR-MANAGEMENT COMMITTEE

In the interest of sound labor relations and as a means of better communication and understanding between the parties a Union/Management Committee will be established.

### SECTION 1:

- A) The Committee will consist of no more than three (3) Union representatives, designated by the President, and three (3) Management personnel.
- B) The Committee will meet monthly unless waived by mutual consent of the parties for the purpose of discussing subjects of mutual concern.

- C) Meetings will be held at a mutually agreeable time.
- D) At least one (1) week prior to the meeting, each party will submit, in writing, specific discussion items.

#### ARTICLE 36 — NON-DISCRIMINATION EQUAL OPPORTUNITY

The provisions of this Agreement shall be applied to all employees without discrimination on account of sex, race, creed, religion, marital status, age, or national origin, or disability, or political belief, or for any reason which causes non-uniform application of Employer policies and procedures to each employee in the bargaining unit.

The Board of Education agrees not to interfere with the rights of its employees, to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Board of Education or any of its agents, against any employee because of Union membership or because of his or her acting as an officer.

#### ARTICLE 37 — CALAMITY DAYS

The parties agree to the following guidelines in regard to calamity days as it pertains to bargaining unit employees:

- 1) Within the limits established by law, and in the event the School District/Building is closed due to snow, epidemic, or other public calamities, employees shall be paid.
- 2) When a calamity exists, employees shall be called to work based upon the need of the employees as determined by the Superintendent, or his designee.
- 3) In the event an employee cannot report to work due to the weather calamity, the supervisor may provide assistance to the employee if weather conditions are permissible or shall excuse the employee due to weather conditions.
- 4) The Superintendent may require employees to report to work to ensure the security and maintenance of school buildings, communications to the public and staff, and so emergencies can be better managed for the orderly continuation of the School District.
- 5) Less than twelve (12) month employees who do not work but receive payment for a calamity day will be required to work make-up days scheduled by the Board of Education without additional compensation.
- 6) When the District/buildings are closed due to a calamity, the following essential personnel are to report:

- a) Day-Time Head custodians, or person working in place of Head Custodian (1 per Bldg.);
- b) Maintenance;
- c) Secretaries (12-month);
- d) Rovers/Groundskeeper, Custodian III Head.

Essential personnel may be released from duty once the needs of the calamity are met.

- 7) Employees who report to work shall receive the contractual rate of pay for all hours worked.
- 8) Employees who work on the calamity day shall receive one (1) personal day for each day worked during the calamity.
- 9) Personal days earned during the “calamity” must be taken during the summer of the affected school calendar year; before the start of the next school year, and may not be carried over unless otherwise determined by the supervisor and the employee.
- 10) Employees must work their full work day in order to be compensated with a personal day.

#### ARTICLE 38 – BACKGROUND CHECK

- 1) The Employer agrees to reimburse Bargaining Unit employees the entire costs of the required BCI background check(s).
- 2) The Employer agrees to reimburse Bargaining Unit employees the costs of any background checks required during the life of the current Collective Bargaining Agreement.

#### ARTICLE 39 — SICK LEAVE BANK

SECTION 1: In the event that an employee exhausts his/her sick leave accumulation due to his/her serious illness or accident, the employee may request the granting of up to thirty (30) days of sick leave from a sick leave bank. These days may be granted to the employee because of \*catastrophic illness or injury to the member of the sick leave bank or his/her immediate family (spouse, parent, mother-or-father-in-law, sister, brother, grandparents, or any relative who is dependent upon the employee.)

- a. \*‘‘Catastrophic’’ is intended to mean a life-threatening illness or injury.
- b. ‘‘Serious illness or accident’’ is intended to mean an illness or accident which is not life threatening but one which requires in-patient hospitalization in

- excess of five (5) consecutive days or confinement to bed on doctor's orders for a period of greater than ten (10) consecutive days.
- c. Normal pregnancy does not fall within the definition of a catastrophic illness.

This bank will be made of days that have been donated by members of the staff who want to participate in the bank. Each employee who wants to be eligible to participate must join the bank by contributing one (1) day of sick leave, or designate up to five days as a one-time start-up contribution, if the employee has reached the maximum number of days during the enrollment period.

SECTION 2: Those employees who maintain the maximum number of sick leave days accumulation shall be permitted to voluntarily donate up to ten (10) days sick leave per year during the window period of September 1 through September 30 each year of the Contract.

SECTION 3: In no case shall this plan prevent or prolong an employee applying for and going on disability retirement.

SECTION 4: The bank is to be regulated by a five member board consisting of the President of AFSCME Local 2684 and two members-at-large appointed by the AFSCME Local 2684 and two members appointed by the Superintendent, or designee. Terms of office will be three years beginning 1996-97 school year for one Superintendent and AFSCME appointee and two years for the remaining members; thereafter, all terms will be for two years. One alternate from each side will be appointed to serve in the absence of a member-at-large. School Board appointed physician may be necessary to render a second opinion, if the Sick Leave Bank board deems necessary. This committee will work out the details of the operation of the Sick Leave Bank and will administer the bank.

#### ARTICLE 40 — DURATION OF CONTRACT

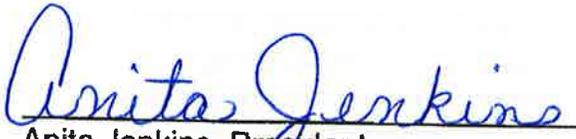
This Contract shall become effective July 1, 2014, and shall continue in effect through August 31, 2017.

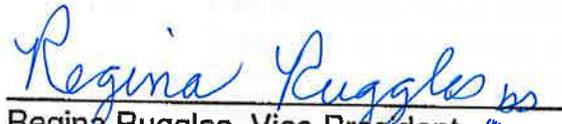
SECTION 2: There shall be a wage reopener in the second and third year of the Agreement. This reopener shall commence on or about July 20<sup>th</sup> of each year, upon mutual agreement as of date, time and place negotiations begin.

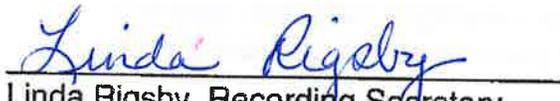
CONTRACT APPROVAL

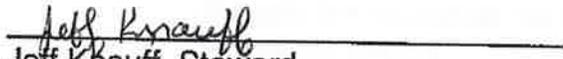
Signatures:

FOR THE UNION:

  
Anita Jenkins, President

  
Regina Ruggles, Vice President

  
Linda Rigby, Recording Secretary

  
Jeff Khauff, Steward

  
Bill Smith, Member

  
Gary Martin, Member

  
John F. Johnson, Staff Representative

FOR THE BOARD OF EDUCATION:

  
Clarence Parker, Board President

  
Scott Dutey, Superintendent

  
Dianna Reedy, Treasurer

  
Ralph Applegate, Facilities Coordinator

## APPENDIX I

### Memorandum of Understanding Between the Administration of the Portsmouth City School District and the AFSCME Local 2684

#### Waiver of Insurance Coverage

1. Full-time classified employees may elect not to be covered under the hospitalization/surgical/major medical plan. In consideration of their waiver of this insurance coverage he/she shall receive a \$2400 annual bonus subject to the following provisions:
  - a. The employee must waive his/her right to coverage in writing to the Treasurer by August 20 of each year.
  - b. Coverage must be waived for the period September 1 - August 31 of each year.
  - c. Spouses employed by the District are not eligible for this annual benefit.
2. Full-time classified employees who have participated in this waiver and desire to be reinstated to the Board plan; the following criteria must be followed:
  - a. The employee must submit a written letter to the Treasurer requesting to be reinstated prior to August 20.
  - b. Employees who have participated in this waiver for at least one year may reapply for insurance coverage subject to the approval of the district's insurance carrier.
3. Members who come on the health plan during the year due to a life event will reimburse the Board on a pro-rated basis of 1/12th of the paid incentive for each month enrolled to the next enrollment period.
4. This bonus will be paid the last pay in November each year.

**APPENDIX II  
CLASSIFICATION, CLASSIFICATION SERIES, PAY RANGE**

Food Service Series:

|                                  |    |
|----------------------------------|----|
| Cook IX Food Service Coordinator | 26 |
| Cook VI Head/Manager             | 10 |
| Cook I                           | 4  |

Custodial Series:

|                                      |    |
|--------------------------------------|----|
| Custodian III Rover/Groundskeeper    | 32 |
| Custodian III (Head) Day & Nighttime | 32 |
| Custodian I/Nighttime                | 29 |

Secretarial Series:

|  |    |
|--|----|
| Central Office Secretary                         | 25 |
| Secretary/Principal/Vice-Principal @ PHS (12 mo) | 23 |
| Secretary/Attendance & Discipline                | 22 |
| Secretary/Principal @ EPES                       | 22 |
| Secretary/Student Services (12 mo)               | 23 |
| Receptionist/Secretary @ PES                     | 22 |
| Receptionist/Secretary @ PHS/PJHS                | 22 |
| Secretary/Principal/Vice Principal @ PES         | 22 |

Bus Driver Series:

|            |    |
|------------|----|
| Bus Driver | 31 |
|------------|----|

Attendance Officer Series:

|                    |    |
|--------------------|----|
| Attendance Officer | 16 |
|--------------------|----|

Maintenance Series:

|             |    |
|-------------|----|
| Maintenance | 38 |
|-------------|----|

\*Para-professional:

|  |     |
|--|-----|
| Associate or higher degree (any field) III     | 33  |
| 2 year college/48 semester hrs. (no degree) II | 11A |
| Para-professional health aide                  | 19  |
| Para-professional exam I                       | 12  |

\*\*\*This salary schedule reflects current salaries and shall be updated when/if salary increases are granted to any other bargaining group of employees of the Portsmouth City School District. Any salary increase shall be retroactive as per past practice to July 1.

\*Paraprofessional pay ranges are determined by educational achievements. For purposes of layoff all paraprofessional are of equal standing and layoff will be determined by Bargaining Unit seniority, regardless of pay range.

**APPENDIX III**  
**CLASSIFIED SALARY SCHEDULE**  
**EFFECTIVE July 1, 2015**

| <u>Pay Range</u> | <u>Classification</u>                            | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|------------------|--|---------------|---------------|---------------|---------------|---------------|
| 1                |  | \$10.69       | \$10.87       | \$11.03       | \$11.32       | \$11.52       |
| 2                |  | \$10.87       | \$11.03       | \$11.32       | \$11.52       | \$11.90       |
| 3                |  | \$11.03       | \$11.32       | \$11.52       | \$11.90       | \$12.33       |
| 4                | <b>Cook I</b>                                    | \$11.88       | \$12.07       | \$12.45       | \$12.88       | \$13.31       |
| 5                |  | \$11.52       | \$11.90       | \$12.33       | \$12.74       | \$13.21       |
| 6                |  | \$11.90       | \$12.33       | \$12.74       | \$13.21       | \$13.66       |
| 7                |  | \$12.33       | \$12.74       | \$13.21       | \$13.66       | \$14.06       |
| 8                |  | \$12.74       | \$13.21       | \$13.66       | \$14.06       | \$14.73       |
| 9                |  | \$13.21       | \$13.66       | \$14.06       | \$14.73       | \$15.39       |
| 10               | <b>Head Cook/<br/>Manager VI</b>                 | \$14.21       | \$14.61       | \$15.28       | \$15.95       | \$16.50       |
| 11               |  | \$14.03       | \$14.47       | \$15.13       | \$15.73       | \$16.24       |
| 11A              | <b>Para-Professional<br/>Aide II</b>             | \$14.49       | \$15.14       | \$15.66       | \$16.20       | \$16.74       |
| 12               | <b>Para-Professional<br/>Aide I</b>              | \$13.24       | \$13.63       | \$14.10       | \$14.67       | \$15.16       |
| 13               |  | \$18.02       | \$18.68       | \$19.30       | \$19.99       | \$20.71       |
| 14               |  | \$18.68       | \$19.30       | \$19.99       | \$20.71       | \$21.47       |
| 15               |  | \$19.30       | \$19.99       | \$20.71       | \$21.47       | \$22.27       |
| 16               | <b>Attendance Officer</b>                        | \$20.10       | \$20.83       | \$21.59       | \$22.39       | \$23.24       |
| 17               |  | \$20.71       | \$21.47       | \$22.27       | \$23.13       | \$23.93       |
| 18               |  | \$12.92       | \$13.33       | \$13.86       | \$14.39       | \$15.01       |
| 19               | <b>Para-Professional<br/>Health Aide</b>         | \$13.33       | \$13.86       | \$14.39       | \$15.01       | \$15.53       |
| 20               |  | \$13.86       | \$14.39       | \$15.01       | \$15.53       | \$16.15       |
| 21               |  | \$14.76       | \$15.38       | \$15.90       | \$16.55       | \$17.18       |
| 22               | <b>Secretary/Attendance<br/>&amp; Discipline</b> | \$15.18       | \$15.75       | \$16.28       | \$16.89       | \$17.35       |
| 22               | <b>Secretary-Principal @<br/>EPES</b>            | \$15.18       | \$15.75       | \$16.28       | \$16.89       | \$17.35       |

|     |  |         |         |         |         |         |
|-----|--|---------|---------|---------|---------|---------|
| 22  | Secretary-Principal/<br>Vice-Principal | \$15.18 | \$15.75 | \$16.28 | \$16.89 | \$17.35 |
| 22  | Secretary-Student<br>Services          | \$15.18 | \$15.75 | \$16.28 | \$16.89 | \$17.35 |
| 22  | Receptionist/<br>Secretary             | \$15.18 | \$15.75 | \$16.28 | \$16.89 | \$17.35 |
| 23  | Building Secretary (12<br>Month)       | \$15.48 | \$16.03 | \$16.59 | \$17.16 | \$17.72 |
| 24  |  | \$15.86 | \$16.30 | \$16.91 | \$17.44 | \$18.09 |
| 25  | Secretary-Central<br>Office            | \$16.41 | \$17.01 | \$17.54 | \$18.21 | \$18.90 |
| 26  | Cook IX-Food Serv.<br>Coordinator      | \$17.46 | \$18.00 | \$18.65 | \$19.35 | \$20.04 |
| 26A |  | \$16.91 | \$17.44 | \$18.09 | \$18.79 | \$19.49 |
| 27  |  | \$12.92 | \$13.55 | \$13.99 | \$14.41 | \$15.03 |
| 28  |  | \$13.55 | \$13.99 | \$14.41 | \$15.03 | \$15.52 |
| 29  | Custodian I/Nighttime                  | \$14.32 | \$14.74 | \$15.38 | \$15.86 | \$16.35 |
| 30  |  | \$14.41 | \$15.03 | \$15.52 | \$16.01 | \$16.55 |
| 31  | Bus Driver                             | \$15.59 | \$16.07 | \$16.57 | \$17.10 | \$17.76 |
| 32  | Custodian III / Head<br>Day/Nighttime  | \$15.86 | \$16.35 | \$16.89 | \$17.53 | \$18.13 |
| 32  | Custodian III<br>Rover/Groundskeeper   | \$15.86 | \$16.35 | \$16.89 | \$17.53 | \$18.13 |
| 33  | Para-Professional<br>Aide III          | \$16.45 | \$16.99 | \$17.65 | \$18.25 | \$18.87 |
| 34  |  | \$16.55 | \$17.21 | \$17.80 | \$18.43 | \$19.10 |
| 35  |  | \$17.21 | \$17.80 | \$18.43 | \$19.10 | \$19.80 |
| 36  |  | \$17.80 | \$18.43 | \$19.10 | \$19.80 | \$20.70 |
| 37  |  | \$18.43 | \$19.10 | \$19.80 | \$20.70 | \$21.43 |
| 38  | Maintenance                            | \$19.20 | \$19.92 | \$20.82 | \$21.56 | \$22.39 |

\*\*\* This salary schedule reflects current salaries and shall be updated when/if salary increases are granted to any other bargaining group of employees of the Portsmouth City School District. Any salary increase shall be retroactive as per past practice to July 1.