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AGREEMENT BETWEEN

THE BOARD OF EDUCATION

OF THE

NORTH OLMSTED CITY SCHOOL DISTRICT

And

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

AFFILIATED WITH AFSCME/AFL-CIO

AND ITS LOCAL #257

EFFECTIVE

August 1, 2012 through July 31, 2015

August 1, 2015 through July 31, 2016



Adopted December 6, 2012

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ARTICLE 1

DURATION

- 1.1 Unless otherwise specified herein, this Agreement will be in effect August 1, 2012 through July 31, 2015. Unless a challenge to recognition is filed in accordance with and during the timeline set forth in Ohio Revised Code 4117.05, the Agreement shall continue for an additional one year term, effective August 1, 2015 through midnight on July 31, 2016.

ARTICLE 2

ENTIRE AGREEMENT

- 2.1 This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Union, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto will not be binding upon the parties unless executed in writing by the parties to this agreement.

WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT

- 2.2 The Board and the Union acknowledge that during negotiations resulting in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Union voluntarily waive, during the life of this Agreement, said rights and each agrees that the other will not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subjects are specifically referred to or covered in this agreement.

ARTICLE 3

RECOGNITION

- 3.1 The Board hereby recognizes the Union as the sole and exclusive negotiations representative of all non-teaching personnel employed by the Board, hereinafter referred to as "employees," with the exception of the Superintendent; Associate/Assistant Superintendent; Treasurer; Assistant to the Treasurer; Communications Grants Manager; Director of Technology; Director of Business Services; Director of Human Resources; Director of Transportation Services; Director of Pupil Services; EMIS Coordinator; Learning Resource Supervisor; Supervisor of Transportation all other individuals hired pursuant to a contract issued under Ohio Revised Code 3319.02; Executive Secretaries, defined as the Secretaries to the Superintendent, Treasurer and Director of Human Resources; Administrative Secretary, defined as the Secretaries to the Associate/Assistant Superintendent, Director of Business Services, Director of Human Resources, Director of Pupil Services (one position); Financial Analysts; substitutes (per diem employees); and temporary employees.
- 3.2 For negotiation of the ensuing Agreement, the Board agrees to bargain with the Union as the sole and exclusive negotiations representative of all employees as defined above for the purposes of bargaining

about salaries, fringe benefits, and terms and conditions of employment except those matters set forth in Article 4 (4.3) and in Section 4117.08(C), Ohio Revised Code.

- 3.3 This recognition is granted on condition that the Union accepts into membership all non-teaching personnel, without regard to sex, religion, race, creed, or national origin, and on the condition that membership in the Union will never be required as a condition of employment or continued employment.
- 3.4 Challenges to recognition will be conducted in accordance with Section 4117.05, Ohio Revised Code.
- 3.5 All new positions established on or after January 1, 1992 will be included in the bargaining unit with the exception of supervisory or managerial positions, unless excluded by mutual agreement of both parties. Probationary employees are not included in the bargaining unit.

ARTICLE 4

RIGHTS

- 4.1 Rights of the Individuals. Nothing in this document will prohibit any non-teaching employee from presenting views, proposals, or grievances to the Superintendent of Schools or the Board in accordance with established procedure. Negotiations, however, will be conducted according to this document. No reprisals of any kind will be taken by or against any participant in negotiations by reasons of such participation.
- 4.2 Right of Union. Officers and building representatives of the Union will be permitted to use interschool mail facilities and mail boxes for the distribution of Union communications, interschool telephone for calls only, and bulletin boards located in building areas. The Union will be permitted to use the school buildings/areas for membership meetings, committee meetings and executive sessions provided that permission is granted by the Administrator in charge.
- 4.3 Except as expressly limited by the terms of this Agreement, the Board retains those rights of management in Section 4117.08, Ohio Revised Code.

ARTICLE 5

NEGOTIATIONS PROCEDURE

- 5.1 The procedures set forth in this Article will govern negotiations conducted between the Board and the Union.
- 5.2 Either the Board or the Union may initiate negotiations by serving written notice to the other party not more than ninety (90) days nor less than sixty (60) days prior to the expiration of this Agreement. At the same time that the notice is filed, the Board and Union will notify SERB of the offer to negotiate and provide SERB with a copy of the existing collective bargaining agreement.

- 5.3 Requests in writing for negotiation meetings from the Union will be made directly to the Superintendent of Schools. Requests in writing from the Superintendent or the Board or their representatives will be made to the Union President.
- 5.4 An agreement will be reached within five (5) days of the request as to the time and place of the meeting which will be held within fifteen (15) calendar days after the request has been submitted, unless both parties agree to an extension of time. Further meetings will be held at the request of either party involved. The meetings will be scheduled with the least interruption of school schedules. Meetings will be in executive session. Negotiations, however, will not take place prior to May 1 of each year and once concluded through agreement reached, will not resume until the subsequent May 1st.
- 5.5 The Board will designate a team of not more than six (6) to represent it in the negotiations (hereinafter referred to as Board negotiators) and will furnish the Union the names of its representatives in advance of the first negotiating meeting. The Union will designate a team of not more than six (6) or alternates in the negotiations (hereinafter referred to as the Committee) and will furnish the Board the names of its representatives and alternates in advance of the first negotiating meeting. In addition, each negotiation team may use two (2) consultants in the course of negotiations meetings. No other person or persons will be present during the negotiations meetings unless mutually agreed upon by the Board negotiators and Union's Committee. Half of the negotiation sessions will be scheduled during business hours (8:00 am – 4:00 pm) and bargaining unit members shall be paid their regular hourly rate of pay. Time spent in negotiations shall not be included in overtime calculations. Negotiating team members who work second shift shall be given release time. Negotiation sessions outside of business hours (after 4:00 pm or weekends) shall be without pay.
- 5.6 Within a reasonable period of time after request therefore by the Chairman of the negotiating team of the Union, copies of public records pertaining to the financial status of the School district and of other public records, the release of which is not prohibited by state or Federal law, will be made available at cost. Access to available records in such form as they may exist constitutes compliance with this Section, and there will be no obligation to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop records other than in their existing form. The Union agrees to furnish, within a reasonable period of time after request therefor, available documentation referred to any proposals which it advances in negotiations. Neither the Board's negotiators nor the Union's Committee is obligated to supply data or written information which has been prepared principally for its own confidential use in the course of negotiations.
- 5.7 Negotiations meetings will be conducted in good faith and will be in executive session. Information to news media during negotiations must be presented in writing to the other party prior to release. Progress reports to the members of the Board of Education and to members of the Union may be made periodically during negotiations at the discretion of the negotiating teams.
- 5.8 When a tentative agreement is reached through negotiations, the tentative agreement will be reduced to writing and be reviewed for accuracy by both negotiating teams before submitting to the Union and the Board for approval. The final negotiated agreement will be recommended for ratification and adoption by the members of both negotiating teams. After ratification by the Union, the agreement will be signed by the Union president and forwarded to the Superintendent of Schools for consideration and adoption by the Board. Upon Board approval, the agreement will be binding upon both parties and will become part of the official minutes of the Board of Education. If the parties

mutually agree to negotiate during the term of the contract, the agreed upon items will become part of the agreement. Each line of each page of the agreement will be numbered.

- 5.9 Impasse. Not less than 50 days prior to the expiration of this Agreement, if an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties will have the option of declaring impasse. Impasse is when after many bargaining sessions have been held the position of parties has become intransigent pertaining to unresolved negotiation issues. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where Agreement has not been reached by either party. The parties will jointly prepare a request to the Federal Mediation and Conciliation Service. The assigned Mediator will have the authority to call meetings for the purpose of promoting an agreement between the parties. The Mediator has no authority to recommend or to bind either party to any agreements. Use of FMCS will continue until agreement is reached. The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14, Ohio Revised Code. Mediation, as set forth in this Article, constitutes the parties mutually agreed upon exclusive dispute resolution procedure and will be employed in place of the procedures set forth in 4117.14, Ohio Revised Code.

ARTICLE 6

LABOR-MANAGEMENT COMMITTEE

- 6.1 The Labor-Management Committee is hereby recognized as a means of dialogue between representatives of the Union and representatives of the Board of Education at which views, proposals, problems and concerns can be expressed regarding the welfare of non-teaching personnel and their employment. It is intended to be a forum where issues other than those negotiated can be aired and, if possible, be resolved. It is not intended to be a means of formal negotiations or a formal grievance procedure. When issues of a specific nature arise, the employee or union representative, should, if feasible, first discuss these with the immediate administrative supervisor for a possible resolution before presenting them to the Labor-Management Committee.
- 6.2 Personnel representing the Union on the Labor-Management Committee shall consist of one person from each classification as follows: Transportation, Cafeteria, Secretarial, Custodial, Maintenance, Educational Assistants and Support Personnel, and the President of the Local #257 as an ex officio member.
- 6.3 Personnel representing the Board will include the Superintendent of Schools or his/her designate, and will not exceed five (5) in number.
- 6.4 Upon application to the Superintendent, at least five (5) working days in advance of regularly scheduled meeting, any non-teaching employee may appear at an Labor-Management Committee meeting to express personal views, proposals, or concerns.
- 6.5 Regular Labor-Management Committee meetings will be held at least once each month during the period September through May and will be held at a time, place and date mutually agreeable to both parties.

- 6.6 Participants will be paid release time when the meeting is scheduled and held during the participant's normally scheduled work time.

ARTICLE 7

GRIEVANCE PROCEDURE

- 7.1 Basic Objective. The objective of this procedure is to secure, at the lowest possible administrative level, in the shortest time, equitable solutions to grievances. Proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. All grievances will be presented promptly after the event giving rise to the grievance.
- 7.2 Definitions.
- 7.2.1 A "grievance" is a claim by a non-teaching employee or employees or the Union (only in the special circumstances defined in 7.2.2 below) that an alleged violation, misinterpretation or misapplication of a provision of this AGREEMENT has occurred.
- 7.2.2 The term "grievant" means a non-teaching employee or employees in the unit represented by OAPSE Local #257 who files a grievance. The term "grievant" may also mean the Union if the alleged violation, misinterpretation or misapplication affects an employee or a group of employees.
- 7.2.3 "Days" as used in this article means Monday through Friday, excluding all holidays.
- 7.3 Right to Assistance and Counsel. The aggrieved person will have the right to be accompanied by and receive assistance by a representative of the Union at any stage of the grievance procedure.
- 7.4 Informal Procedure. A person with a grievance will first discuss it with his principal or immediate supervisor, either directly or through his representative, with the objective of resolving the matter informally. Informal procedures must be initiated within seven (7) work days after the occurrence of the alleged grievance.
- 7.5 Formal Procedure.
- 7.5.1 Level One: If the aggrieved person is not satisfied with the outcome of the informal procedure, he/she shall present a formal grievance in writing to his/her immediate supervisor within ten (10) days of the grievance is deemed waived. The immediate supervisor shall, within five (5) work days after receipt of the written grievance, render his/her decision and the reasons therefor in writing to the aggrieved person with a copy to the representative.
- 7.5.2 Level Two: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, they may appeal to the Superintendent of Schools or his/her designee by filing a written appeal with the Superintendent within five (5) work days after the receipt of the written decision at Level One. The Superintendent or his/her designee shall, within five (5) work days after the receipt of the written appeal, meet with the aggrieved person or his/her

representative, or with both, for the purpose of resolving the grievance. The Superintendent or his/her designee shall, within five (5) work days after the hearing, render his/her decision and the reasons therefor in writing a copy to each of the following: the aggrieved person, his/her representative, the Superintendent or other immediate supervisor involved.

- 7.5.3 Level Three: If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, he/she may appeal the grievance to arbitration within ten (10) days after receipt of the written decision at Level Two. Such appeal will be filed with the American Arbitration Association by requesting the names of seven arbitrators. A copy of such request will be forwarded to the Superintendent and the President of the Union. The arbitrator will be selected in accordance with the voluntary rules of the American Arbitration Association. After presentation of the initial list of arbitrators, each party shall have the opportunity to request an additional list of names if no arbitrator from the initial list (or the second list as requested by the other party) is deemed suitable. The arbitrator will conduct a closed hearing at which the duly designated representatives of the Board and the Union will be present. Each side will have full opportunity to present evidence through witnesses and written documents and will have the right to present post-hearing briefs. After considering the facts presented by each side, the arbitrator will render a written report setting forth his/her findings or fact, his/her reasoning, conclusions and recommendations. Such report will be final and binding on all parties. The fees and expenses of the arbitrator will be shared equally by the Board and the Union.

7.6 Stipulations

- 7.6.1 The temporary absence of the grievant, a supervisor or the Superintendent or his/her designee will toll the running of the days set forth in the grievance procedure during the absence of such person, but in no case for more than five (5) additional calendar days.
- 7.6.2 In the event a grievant chooses to have a grievance processed without the participation of the Union, such grievant will be liable for any expense incurred thereby.
- 7.6.3 In the event the Union, at any level of the grievance procedure, determines that a grievance should not be carried further, the grievant will be liable for any expenses incurred in processing the grievance further.
- 7.6.4 In the event of a failure by the Board to respond within the time period provided at any step in the grievance procedure, the grievant will have the right to proceed to the next step as if an unsatisfactory response had been furnished on the last day permitted.
- 7.6.5 In the event of a failure of a grievant to appeal, the last response to be received will be deemed to be the final adjustment of the grievance.
- 7.6.6 The arbitrator will have no power to alter, add to or detract from the provisions of the agreement or School Board policy.
- 7.6.7 A grievant will appear on his/her own behalf at all steps of the grievance procedure, and may be accompanied and represented at each step by an OAPSE representative if he/she

chooses. The grievant or the Board may be represented by legal counsel at their own expense at Level Three of the grievance procedure if they so choose.

- 7.6.8 Nothing contained in this procedure will be construed as limiting the individual right of a non-teaching employee having a complaint or administration through normal channels of communication.

ARTICLE 8

SICK LEAVE

8.1 Sick Leave Credit Earned.

- 8.1.1 Accumulation of Credit. Sick leave is earned in accordance with State minimum requirements at the rate of 1-1/4 days per month of employment, or fifteen (15) days per year, except that the requirements of H.B. 153 regarding the sick leave accrual rate for substitutes and as-needed seasonal employees shall govern.
- 8.1.2 Part-time Credit. Part-time non-teaching employees will receive annual sick leave in proportion to the time actually employed calculated in the same manner as the ratio of sick leave granted for hours of service established by section 124.38 of the Ohio Revised Code (4.6 hours of sick leave for every 80 hours of completed service). The requirements of H.B. 153 regarding sick leave accrual rate for substitutes and as-needed seasonal employees shall govern.
- 8.1.3 Credit Available. Each new regular employee will have the equivalent of five (5) days of sick leave available at the beginning of employment. When a regular employee has exhausted his/her accumulated sick days, the administration may extend five (5) additional days based on medical evidence for the additional days. The administration may extend an additional ten (10) sick days after the five days have been exhausted based on medical evidence for the additional days. The advancement of sick leave credit may never exceed a fifteen (15) day advancement in an employment year.
- 8.1.3.1 All regular employees will be credited with one and one-quarter (1¼) sick days at the beginning of each month. Sick days will accumulate unless used and deducted based on the proper submission of the sick leave affidavit forms.
- 8.1.3.2 If any employee has been extended sick leave credit and has used the credit, and if the employee should terminate employment before the credit has been earned, the employee will reimburse the Board of Education for the credit used.
- 8.1.4 Credit Transfers. Any employee who transfers to the North Olmsted Board of Education from other Ohio public employment will be credited with the unused balance of sick leave accumulated in that public employment, since July 1, 1950, upon presentation by the employee of certification of such days accumulated. Such credit for prior accumulated sick leave shall be limited to seventy-five (75) days. This section of the Agreement is intended to

supersede and replace R.C. 3319.141 and/or R.C. 124.38 regarding credit for sick leave transferred due to prior public employment.

8.1.5 Reemployment. Crediting of previously accumulated sick leave of an employee separated from public service is allowed upon the reemployment of the individual in the public service provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service. Such credit for prior accumulated sick leave shall be limited to seventy-five (75) days. This section of the Agreement is intended to supersede and replace R.C. 3319.141 and/or R.C. 124.38 regarding credit for sick leave transferred due to prior public employment.

8.1.6 Limit of Sick Leave Credit. The amount of sick leave credited to an employee accumulates without limit.

8.2 Sick Leave Credit Used.

8.2.1 Maximum absence. Limitation would be based on the number of sick days earned.

8.2.2 Sick Leave Credit. Accumulated sick leave credit will be deducted upon use in terms of hours.

8.2.3 Calamity Day. If an employee is absent due to surgery or other illness, sick leave has been used up, and school is closed as a "calamity day," the employee is not entitled to calamity day pay.

8.2.4 Illness and death. Employees may use sick leave in accordance with the provisions of Section 3391.141 for pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

8.2.4.1 The term "immediate family" in the case of illness, injury and death in the employee's immediate family means parents, grandparents, parents of spouse, spouse, brother, sister, children and grandchildren regardless of place of residence, and relatives living within the household of the employee. In addition, should a person standing in a significant relationship to the employee (which may include in-law relationships and aunts, uncles and cousins) experience a catastrophic illness, injury or death, the employee may use sick leave for that purpose.

8.2.4.2 In the case of the death of an immediate family member, the amount of sick leave the employee may use shall be determined by the needs of the individual employee.

8.2.4.3 In the case of a person standing in a significant relationship to the employee, sick leave use will be limited to a maximum of ten (10) work days including travel time. The Superintendent may grant an additional ten (10) days of accumulated sick leave to allow for circumstances beyond the employee's control (i.e., extensive travel).

- 8.3 Proof of Absence. The Superintendent of Schools or designee may require the employee to furnish a satisfactory report of absence to the effect that the absence was caused by illness or due to any of the foregoing causes. (See 8.2.4.1 – 8.2.4.3)
- 8.4 Return to Full-Time Duty. Employees who have been absent for ten (10) consecutive working days or more due to illness will be required to present a statement from a physician validating that they are physically able to resume their duties on a full-time basis.
- 8.5 Holidays. Employees who are absent before or after holidays upon which schools are closed and for which they otherwise would have received pay will be paid for the holiday regardless of whether their accumulated days have been exhausted. However, if an employee has three (3) prior absences (excluding vacation days) on days either before or after a holiday within a three-year period, in order to receive payment for the holiday, they must work the day before and after the holiday or provide a doctor's note justifying the absence. This does not apply to employees who are on extended leave of absence specifically granted by the Board.
- 8.6 Discipline. Falsification or improper use of sick leave will be grounds for immediate suspension or termination of employment.
- 8.7 Sick Leave Affidavit. The employee must submit a sick leave affidavit form when absent from work for the reasons listed on the affidavit. The form is available in the immediate supervisor's office and will be submitted to the immediate supervisor upon return to work.
- 8.8 Sick Leave Pool.
- 8.8.1 During a window period beginning October 1 and ending October 31, employees will be entitled to make a contribution to the sick leave pool. A minimum of three (3) days must be donated by any employee electing to participate as either a donor or recipient. A donation of one (1) day of sick leave will produce one (1) day in the sick leave pool, available for use by eligible employees. Once an employee contributes days to the pool, those days are no longer available for use by the contributing employee. In order to be eligible to make a contribution, an employee must have at least ten (10) accumulated sick days to her/his credit.
- 8.8.2 A sick leave pool committee, composed of two employees appointed by the President of the Association and two administrators appointed by the Superintendent, will be responsible for the administration of the sick leave pool. An employee who applies to be considered for sick leave pool days must have exhausted all paid leave before receiving days from the pool. Before approving sick leave pool eligibility, the committee will examine past use of sick leave by the employee. A majority vote of the committee is required in order for an employee to be deemed eligible. The committee's determination as to employee eligibility to receive sick pool days will be final.
- 8.8.3 An employee who has contributed to the pool may apply for sick pool days for reason of personal catastrophic illness/injury or catastrophic illness in the immediate family. For purposes of the sick pool, the term "immediate family" will be defined in accordance with provisions of Article 8 (8.2.4.1). Once an employee is determined eligible for receipt of sick pool days, the committee may approve withdrawals in units of up to thirty (30) days, with

the employee eligible to reapply for receipt of additional days. The committee's decision on approving or denying the application again will be deemed final.

- 8.8.4 Members of the bargaining unit are eligible to join the sick bank. In addition, administrators employed by the District are also eligible to join the sick bank.
- 8.8.5 If the committee believes that the sick pool is or will be depleted, the committee may, regardless of the contribution window set forth above, reopen the pool for contributions. Such reopening for contributions will be for a period of thirty (30) calendar days.

ARTICLE 9

PREGNANCY-MATERNITY-PATERNITY LEAVE

9.1 Pregnancy Leave.

- 9.1.1 Performance of Duties. How long a pregnant employee may continue in her assignment is a matter best left up to the employee and her doctor. It is expected that as long as she will work, the pregnant employee will perform all her duties adequately, maintain normal attendance, and accomplish all contracted duties.
- 9.1.2 Sick Leave Available. If the employee's condition and or the condition of the child requires, the employee may use accumulated sick leave. When her condition and/or the condition of the child no longer requires, the employee must either return to service or apply for maternity leave.
- 9.1.3 Extended Leave. If a pregnant employee prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave credit, the employee may apply for a leave of absence without pay under the procedure set forth below in the maternity/paternity procedures. Benefits during an extended maternity or paternity leave will be provided in accordance with the Family and Medical Leave Act provisions contained in Article 11.
- 9.1.4 Return to Duty. The employee is expected to notify the Superintendent of her intended return about one month in advance of leave in order that the Director of Human Resources can arrange for a replacement without interruption in the continuing service of the schools.

9.2 Maternity/Paternity. Any employee within the North Olmsted School System who is an expectant mother or father or adopting a child at his/her request will be granted a maternity/paternity leave without pay or increment subject to the conditions set forth below.

- 9.2.1 Leave Rights. The maternity/paternity leave will begin at any time prior to or within one year after the birth of the child or the date of obtaining custody of an adopted child. The employee will give written notice of his/her return not later than thirty (30) days prior to his/her intent to return.
- 9.2.2 Application for Leave. Application for maternity/paternity leave will be in writing, and will contain a statement of the expected date of birth, or, in case of adoption, the date of

obtaining custody, the date on which the maternity/paternity leave is to commence and the date the employee anticipates returning to service.

- 9.2.3 Time for Filing Application. Application for maternity/paternity leave will be made no less than thirty (30) calendar days before the beginning date of the maternity/paternity leave. In the case of child adoption, the application for leave will be given ten (10) days before the maternity/paternity leave is to begin.
- 9.2.4 Reinstatement Rights. Upon return from leave, the employee will be reinstated to a position and will assume the same position on the salary schedule held prior to the leave. The employee's assignment, insofar as practicable, will be comparable to that held prior to the leave.
- 9.2.5 Return to Duty. The employee is expected to notify the Superintendent of his/her intended return one month in advance of the expiration of the leave.

ARTICLE 10

PERSONAL BUSINESS LEAVE

10.1 Four (4) days per year will be allotted for personal business for twelve (12) month employees. All other employees will be allotted three (3) days for personal business. Such leave will not be taken during the first week of the school year, the last week of the school year, or on the day immediately preceding or the day immediately following any regularly scheduled holiday except in cases of emergency or necessity and upon prior approval of the Superintendent of Schools. Approval will not be given for extended vacations. Personal leave will not be used for outside gainful employment or recreation. Employees requesting the use of personal days during the last two weeks before leaving the employment of the North Olmsted Board of Education must have prior approval from the Superintendent or designee, and must provide written evidence, if requested, for the use of Personal Business days. Employees requesting to use three consecutive days must have prior approval and state the reason for the leave from the Superintendent or designee. Employees requesting use of Personal Business Leave must give at least three days notice to their immediate supervisors, except for numbers 8 and 9 listed on the Personal Business Leave application. (Exhibit A) Each employee will indicate on a designated form one of the following reasons for his/her use of personal leave: A request under Item #11 for a Friday or Monday must include an explanation of the need for a leave. Item #12 needs prior approval from the Superintendent.

- 10.1.1 To participate in one's own marriage; to attend the marriage ceremony of a son, daughter, brother, or sister; to attend an out-of-town wedding in which the employee is a member of the wedding
- 10.1.2 To appear in court, if required, as a litigant or witness
- 10.1.3 To sign official papers to close a transaction, such as purchasing a home
- 10.1.4 Moving

- 10.1.5 To attend the graduation ceremonies of a member of the immediate family, or college business of an immediate family member.
 - 10.1.6 To adopt a child when you are required to appear before a welfare board or court.
 - 10.1.7 Observation of a major religious holiday or a recognized religious faith which requires absence from work.
 - 10.1.8 Funerals of close friends or associates
 - 10.1.9 House emergency
 - 10.1.10 Professional meetings of which the employee is an officer or representative
 - 10.1.11 Personal and business responsibilities which cannot be discharged outside normal school hours
 - 10.1.12 OTHER, please specify.
- 10.2 All twelve (12) month non-teaching employees using five (5) or less sick days per contract year will be entitled to one (1) unrestricted personal day in addition to any personal days allowed under O.A.P.S.E. Local #257's agreement with the North Olmsted School Board. All other employees using four (4) or less sick days per contract year will be entitled to one (1) unrestricted personal day. This day may be taken during the following contract year only.
- 10.3 All personal business leave credit will be recorded in hours and will be deducted in hours based on the employee's assigned workday. Any employee requesting personal business leave must use at least one-half (1/2) of their equivalent workday with the exception of Bus/Van Drivers.
- 10.4 Any falsification or improper use of personal business leave will be grounds for immediate suspension or termination.
- 10.5 Any Personal Business credit for new employees will be prorated from the date of their employment.
- 10.6 A personal business leave form must be submitted and signed for approval prior to utilization unless the personal leave is of an emergency nature. Employees on emergency leave must submit the proper form to their immediate supervisor upon returning to work.
- 10.7 At the end of each fiscal year, unused "base" personal leave days (maximum of four (4) days for twelve (12) month employees; three (3) days for all other employees) shall be converted to sick days.

ARTICLE 11

LEAVE WITHOUT PAY OR BENEFITS

- 11.1 The Board will grant a leave of absence without pay or benefits for non-teaching employees for illness or disability for a period not to exceed two (2) years.

- 11.2 The board may grant a leave of absence without pay or benefits for nonteaching employees for professional or educational purposes for a period of not more than two (2) years.
- 11.3 Employees requesting a leave of absence for professional or educational purposes must present an application for such a leave to the Superintendent or designee along with the necessary documentation of registration into a professional or educational program related to the employee's position with North Olmsted Schools. The employee may not engage in full-time employment outside of the District while attending a professional or educational program.
- 11.4 Upon return of non-teaching employee from a leave of absence, the Board of Education may terminate the employment of the person employed as his/her replacement.
- 11.5 Application for Leave. A request for such leave of absence will be submitted in writing, will state the specific expiration date of the requested leave, and will be accompanied by a written statement from the employee's physician substantiating that an illness or disability exists requiring the requested leave of absence.
- 11.6 Return from Leave. Upon the return to service of an employee at the expiration of said leave of absence, the employee will resume the contract status which he/she held prior to such leave.
- 11.7 Family and Medical Leave.
- 11.7.1 Employees are entitled to leave under the Family Medical Leave Act of 1993 (FMLA) as may be amended by federal law.
- 11.7.2. Calculation of Total Unpaid/Paid FMLA Leave
- 11.7.2.1. The Board will require that paid sick leave taken under Article VIII of the Agreement be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the employee had been notified by the Superintendent/designee while on paid sick leave that this would be counted as FMLA leave.
- 11.7.2.2. Where an employee has earned paid sick leave days, this paid leave will be substituted to care for a family member or for the employee's own serious health condition.
- 11.7.2.3. When an employee has been on sick leave for five (5) or more days, if the employee is notified by the Board that said sick leave days qualify as FMLA leave and if the employee does not believe he/she meets the criteria of a serious health condition, the employee must notify the Superintendent/designee within fifteen (15) days of receiving the notice and will explain why his/her sick leave use does not meet the criteria of a serious health condition. Unless the employee again hears from the Superintendent/designee on this specific situation, the Superintendent/designee will correct the personnel files to reflect that said sick leave use will not also be considered to be FMLA leave. If the employee does not notify the Superintendent/designee within fifteen (15) days, the correction will not be made.

- 11.7.3. FMLA leave shall occur on a "rolling" basis and shall run concurrently with other qualifying leaves of absence. To determine if an employee is eligible for FMLA leave during a work week under a "rolling" year basis, one looks back over the 12 months immediately preceding that week. If the employee has not utilized the equivalent of 12 weeks of FMLA-qualifying leave in the 12 months prior to the date in question, then the employee is eligible for that week of leave (assuming all other eligibility criteria are met). In utilizing a rolling year, this analysis may be conducted each week to determine continued eligibility.
- 11.7.4. Inconsistencies Between the Agreement and FMLA. All terms which are not defined will have the same meaning as those terms defined in the Family and Medical Leave Act of 1993. If there are any inconsistencies between the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 will prevail.

ARTICLE 12

PROFESSIONAL LEAVE AND IN-SERVICE

This program is developed to encourage non-teaching support employees to attend professional meetings, seminars, and courses for the benefit of employees and school district. The opportunities approved for professional leave and in-service must relate to the employee's current assignment, position or job classification series.

12.1 Conventions and Conferences

12.1.1 Leaves may be granted for employees to attend conventions or conferences related to their particular position or assignment, upon the approval by the Superintendent or his/her designee.

12.1.1.1 Attendance at professional conventions or meetings on a national, state, or local level of which they are a member.

12.1.1.2 Participation in the business or professional organization of which they are a member or hold office.

12.1.1.3 Participation in programs of recognized professional or union organization.

12.1.2 Compensation

12.1.2.1 The services of a substitute will be provided at Board expense, if required. Travel by car is at the rate established by the Board of Education. Persons who travel by plane, train or bus should obtain a tax exemption certificate in advance from the Treasurer's office.

12.1.2.2 Claims for lodging must be accompanied by a receipt marked "paid". Telephone calls, room service and tips are not reimbursable.

12.1.2.3 The amount of money available for the purpose of convention, conferences, OAPSE State Conference, is limited by the funds appropriated in the annual budget of the school district.

12.1.3 Eligibility

12.1.3.1 All staff members will be eligible after two (2) years of experience in the North Olmsted City Schools, except for officers of Local #257, affiliated with Ohio Association of Public School Employees.

12.1.3.2 Participants must be active members of the association or organization conducting the convention or conference.

12.1.3.3 A member may not apply for leave at board expense more than once in a given year.

12.1.3.4 State Conference: OAPSE

The Board of Education will allow a maximum of two members to attend the Ohio Association of Public School Employees State Conference each year and will pay expenses and grant absence with pay. Expenses for lodging and land transportation, when possible, will be combined for the two members attending the conference.

12.2 In-Service: Programs, Meetings, Seminars, Courses

12.2.1 Purpose

This in-service program is to improve and develop the knowledge and skills of the non-teaching support staff relevant to their respective positions for the benefit of the employees and the Board of Education.

12.2.2 Eligibility

12.2.2.1 An employee must have completed his/her probationary employment period to be eligible for the program.

12.2.2.2 The employee must submit the proper in-service request form to their immediate supervisor for approval who will submit the request to the Director of Human Resources and to the Superintendent for final approval.

12.2.2.3 The employee and the immediate supervisor will receive prior approval or denial from the Superintendent or designee within five (5) working days of submission of the in-service request form.

12.2.2.4 Employee requests for approval may not exceed 10% of the non-teaching staff in any one calendar year starting January 1, 1989.

12.2.3 Compensation

12.2.3.1 The Board may reimburse the employee for registration and/or fees for the approved activity. Receipt must be submitted for reimbursement of registration and/or fees.

12.2.3.2 The Board will pay for substitutes, if required, up to two full days when the activity occurs during work hours. An employee who wishes to attend a meeting or seminar of more than two days may apply for use of personal days and/or "free" day.

12.2.3.3 Employee requests will be limited by priorities for staff development as appropriated by the Board of Education.

12.2.4 Implementation

12.2.4.1 The appropriate forms for requests and expenses will be developed to administer the in-service program and become part of the appendix of this agreement.

12.2.4.2 For approval of employee requests to attend meetings, seminars, or courses, the activities must be related to the employee's present assignment as established in lay-off procedure.

12.2.4.3 The employee must submit a brief report of the meeting, seminar or course work as to content and relationship to their employment. The report is to be submitted with the form requesting reimbursement of expenses to the Superintendent or his designee.

12.3 The District shall schedule mandatory training for Special Education Assistants regarding various aspects of delivery of services to students with disabilities. Special Education Assistants will be paid a training rate of \$12/hour for their attendance at such training sessions.

12.4 State mandated four (4) hour training provided annually to bus drivers will be paid at the driver's regular hourly rate of pay.

12.5 District Provided In-Service Programs: The Superintendent or designee shall be responsible for selecting District-sponsored in-service programs. The Director of Human resources will be responsible for the implementation of any approved in-service programs. Employees who are required to attend an in-service program outside their regularly scheduled work days/hours will be paid a \$12.00 per hour training rate for the duration of the in-service program. Employees will not be able to use any available paid leave (*i.e.*, sick leave, personal leave, *etc.*) if they are unable to attend the required in-service.

ARTICLE 13

MILITARY LEAVE

- 13.1 Military leaves and right to reemployment upon completion of military service will be granted upon terms and conditions set forth by ORC and applicable federal law, including but not limited to USERRA.
- 13.2 Employees who are members of the Ohio National Guard, Naval Militia, or Officers Reserve Corps will be paid the difference between their full salary and the compensation received for such duty under the orders of the Governor as the Commander-in-Chief, in the case of the National Guard and the Naval Militia, or competent authority in the case of Officers Reserve Corps, for periods not to exceed thirty-one (31) days in any one calendar year.

ARTICLE 14

JURY DUTY

- 14.1 Any non-teaching employee summoned to jury duty will be paid his/her full salary and shall retain any compensation received for jury duty for each working day of absence. Custodians who work 2nd and 3rd shift shall not be required to work the shift immediately prior to or after the required jury duty and shall be paid for the time off up to five (5) work days. (Even if a third shift is not in existence, for the purposes of this article, it will be presumed to exist.) The non-teaching employee will be required to present proof of jury duty service and of remuneration received for jury duty service before payment is made.

ARTICLE 15

TRANSFERS, PROMOTIONS, VACANCIES, AND EVALUATION PERIODS

- 15.1 The salary of non-teaching personnel transferred or promoted from one position in a job classification to another position in the same classification series will be determined by placing such persons on the same salary step in the schedule had they not been transferred or promoted.
- 15.2 Upon transfer of an employee from one classification series to another classification series, the employee will be placed on the appropriate salary step which is at or above their current pay rate. The employee will serve an evaluation period up to 30 work days. The transferred employee will be evaluated on at least two occasions during the evaluation period. If the transferred employee is not successful in the new position, he/she will return to his/her previously held position. During this evaluation period, a substitute employee will fill the former position. If the transferred employee is successful in the new position in the new classification series, his/her former position will be filled in accordance with this Article.
- 15.3 In the event that an employee who has been transferred/promoted to a higher paying classification later applies for and is awarded a position in his/her former job classification, that employee shall be placed on the step in his/her former job classification as if he/she had not been transferred or promoted

(i.e., if a Food Service I employee on Step 5 is awarded a higher paying position and after three years, returns to his/her former job classification as a Food Service I, that employee shall be placed on Step 8 on the Food Service I wage grid).

- 15.4 Any position that the Board of Education has determined to be filled as a transfer within a classification series or between classification series will be posted under the provisions of Notice of Vacancy. Lateral transfers will not be included in the interview process, unless requested by the employee.
- 15.5 New employees to the District must complete a probationary period of 90 work days. Employees may be terminated with or without cause during the probationary period and the decision to terminate is not subject to the grievance process.
- 15.6 Notice of Vacancies. The Director of Human Resources or his designee will report any vacancies within the nonteaching areas of employment. If any employee is promoted, resigns, is terminated or transferred, and the Superintendent has determined to continue with the position, and no employee in that classification is on RIF, the position will be considered vacant. The creation of any new positions in the bargaining unit will also be offered as vacancies as appropriate to the Board of Education staffing. All vacant positions will be posted for a period of ten (10) working days in all buildings, departments, work places, and on the District's website when available, and will designate the position, duties, anticipated hours of work and if applicable anticipated extended time. Additionally, any employee who requests will be notified via email. Upon implementation of a voicemail system for posting of positions, the posting time will be reduced to five (5) workdays. Any position that increases by more than one-half hour will be posted and filled in accordance with this article. All notices of vacancies will be sent to the Union President. The Director of Human Resources or his/her designee will give notice to each applicant when the position has been filled.
- 15.7 Before reviewing applications of outside applicants, the administration will first consider the applicants who are current employees in the affected classification, then applicants who are current employees in the affected classification series, then applicants who are employees who are outside of the affected classification series, and last, applicants who are not employees of the school district.
- 15.8 Any employee making a written request for an interview shall submit a resume reflecting the experience, knowledge and skills related to the vacancy. The employee will be interviewed only once for a position in the same classification series per fiscal year (July 1 through June 30). For vacancies in the Secretarial, Regular Education Assistants or Support Services Personnel classification series, the applicant, upon written request, shall be granted one (1) interview for each building in which a vacancy is posted per fiscal year.
- 15.9 Seniority will be one of the factors weighed in making the selection for the posted position. If the appointment is made from current employees, where qualifications and other job related factors are equal in the judgment of the administration, seniority will prevail. Nothing herein shall restrict the right of the administration to appoint an applicant from outside the district, if, in the administration's judgment, the outside applicant is the best qualified.
- 15.10 An employee who is denied a transfer to a vacancy or denied a temporary assignment will have one opportunity per job classification per school year to meet with a supervisor/administrator and union representative to discuss the reasons for the denial. This conference is not subject to the grievance

process, and is solely intended to improve the transfer applicant's probability of transfer success on future occasions.

15.11 Procedure for Re-classification or Change of Job Description

15.11.1 Any employee requesting a review of his/her job classification or job description will submit, in writing, a statement for review by the Labor-Management Committee. The request will include a statement of reason(s) for the review.

15.11.2 The Director of Human Resources will meet with the employee to determine whether the job functions have significantly changed to warrant a review or revision. The Director of Human Resources will submit the report and recommendations to the Superintendent within 15 days.

15.11.3 The decision will be made within 15 days from the date of submission to the Superintendent.

15.11.4 The decision will be submitted to the Labor-Management Committee and the employee who made the request.

15.12 Involuntary Transfer. When it becomes necessary to the Superintendent or his designee to make an involuntary transfer, the Administration agrees to meet with the employee and his/her Union representative to explain the reason for the transfer or change of assignment. At the time of the meeting with the employee, the Administration will agree to consider any undue or unreasonable hardship that an employee might wish to discuss prior to the transfer.

15.13 Deletion of Positions. When the Superintendent has determined that a position will be abolished, notification will be given to the Union President prior to the deletion with an opportunity to discuss the position at the monthly Labor-Management Committee meeting.

15.14 Temporary Assignments. The Board of Education may need to use substitutes for temporary assignments for employees on medical leave of absence; sick leave; or for special projects of a short duration. Under these circumstances, either a substitute or temporary assignment will be assigned and paid according to Board policy.

15.15 It is agreed that temporary assignments will not exceed three (3) months, except when an employee is using sick leave credit of more than the three month period. An employee who is temporarily assigned to a higher level job classification with a higher pay schedule will be paid at his/her experience level on the higher salary schedule after ten (10) consecutive working days.

ARTICLE 16

THIRD-PARTY/EMPLOYEE CONFLICTS

16.1 In the event of a written or verbal complaint against an employee by another employee, parent/guardian or student, no disciplinary action will be taken against an employee until the case is thoroughly investigated by the supervisor which will include a discussion with the accused

employee about the alleged complaint. The employee shall be advised of who is making the complaint. In the event the complaint is reduced to writing, the employee will be given a copy of that complaint. Any initial discussion(s) with the accused employee should take place with the supervisor without the presence of the accusing party. At any subsequent meeting(s) where-in the employee, parent/guardian or student making the complaint is present, the employee will be entitled to be accompanied by an OAPSE representative.

- 16.2 After the above procedure(s) is (are) followed and the statement of complaint is placed in the employee's personnel file, the employee will be given a copy of the complaint and given the opportunity to discuss it with the appropriate administrator. The copy of the complaint placed in the employee's personnel folder will be initialed by the supervisor to show that the complaint has been read. Furthermore, if the employee wishes, he/she may file his/her own statement with reference to the complaint in the employee's personnel file; however, the supervisor must indicate on the complaint that the employee has received a copy of the complaint and has refused to initial the complaint.

ARTICLE 17

DISCIPLINARY PROCEDURES AND ACCESS TO FILE

- 17.1 It is specifically agreed by the Union that this disciplinary procedure, including the grievance procedure, will be the sole remedy for an employee, suspended or terminated under the provision of this Agreement, and the disciplinary procedures and grievance provisions will prevail over State Civil Service Laws to the full extent allowed under the provisions of Section 4117.10 of the Ohio Revised Code. Accordingly, the parties agree that neither the North Olmsted Civil Service Commission nor the State Personnel Board of Review will have any jurisdiction to hear appeals relating to such action. Such action will be subject to the grievance procedure set forth in this Agreement.
- 17.2 An employee who has completed his/her probationary period will not be given a formal, written disciplinary reprimand or warning, suspension or termination without just cause.
- 17.2.1 The principles of progressive discipline will be followed. However, offenses of a serious nature may result in discipline, up to and including termination, without regard to previous reprimands or discipline.
- 17.2.2 For a first offense warranting progressive discipline, an employee may be given an "oral" or "written" warning by his/her supervisor.
- 17.2.3 For a second offense, the employee will be given a written reprimand or warning which will be placed in his/her personnel file.
- 17.2.4 For a third offense, the immediate supervisor will request an administrative hearing conducted by the Superintendent or designee. The Superintendent may suspend the employee, with or without pay, or recommend termination.

- 17.2.5 Serious incident or danger. If an employee poses a serious danger to other persons or Board of Education property, the Superintendent or designee may suspend the employee without pay for up to five working days pending an administrative hearing.
- 17.2.6 Administrative Hearing Procedures
- 17.2.6.1 The administrative hearing will be conducted by the Director of Human Resources or designee.
- 17.2.6.2 The employee will be given a letter announcing the time and place of a hearing; an opportunity to change the hearing time, if necessary; and the letter will state the charges and reason for hearing.
- 17.2.6.3 The employee will be notified that they may have a Union representative of their choice present at the hearing. They must notify the hearing officer of their representative one day prior to the hearing.
- 17.2.6.4 A copy of the hearing notice will be sent to the Local President, as well as any decision after the hearing.
- 17.2.6.5 The supervising Administrator requesting the hearing will be present at the hearing, as well as any necessary witnesses needed to provide facts and/or information concerning the hearing.
- 17.2.6.6 The Hearing Officer will render a decision within five working days to the employee and the Union President or representative which will state the disciplinary action being taken.
- 17.2.6.7 It is understood that the employee has the right to present a written rebuttal for his/her personnel file at any step of the disciplinary procedure.
- 17.2.6.8 Anonymous complaints or reports shall not be considered or used as evidence against any employee during disciplinary hearings or any part of the disciplinary process.
- 17.3 Employees may examine and review their professional file except letters of reference or other materials received prior to employment. The Board of Education will maintain a master file on all personnel employed by said Board of Education hereinafter known as the Board. These files will be maintained by the Human Resources Department of the Board of Education.
- 17.3.1 The master file will be located in the Human Resources Department under the supervision of the Superintendent of Schools.
- 17.3.2 All administrators will supply any written information concerning disciplinary problems of personnel under their supervision to this master file.
- 17.3.3 Any employee may review his/her master file at any time during normal working hours and may request copies at the employee's expense at the rate of 15 cents per page of items in

his/her personnel file. These items will be supplied within three working days from the receipt of the request.

- 17.3.4 Any employee will have the right to place a written rebuttal to any item or items, and these will be included in the master file.
- 17.3.5 Any items placed in an employee's master file will also contain on each item so placed a reference as to what administrator(s) placed this item in the file, the date the item was written, and the date of placement in the file.
- 17.3.6 Material other than routine information regularly compiled will not be placed in an employee's personnel file unless the employee has had an opportunity to read the material and attach a reply.
- 17.3.7 Disciplinary actions more than two (2) years old will not be considered when instituting this progressive discipline procedure.

ARTICLE 18

PAYDAY AND PAYROLL DEDUCTIONS

18.1 Payday. The Board agrees to pay all non-teaching employees every two (2) weeks for twenty-six (26) pays [or twenty-seven (27) pays when applicable]. The first pay date will be the first or second Friday after the opening of school. As of January 1, 1989 and thereafter, the non-teaching payday will correspond to the payday schedule for the certified teaching employees.

18.2 Annual employees

Annual employees will be assigned 260 work days per year. When a work year has more than 260 work days, all annual non-teaching employees will have the extra day(s) designated as non-work day(s). This day(s) will not be used in determining total salary for the work year and will not be considered as holiday. When the non-work day(s) occurs, the Superintendent will select an appropriate date and the Human Resources Department will inform all annual employees by September 30th. When the non-work day occurs, the Union will be given an opportunity to discuss the non-work day. The non-work day will be taken by all annual employees in conjunction with the July 4th holiday unless otherwise specified by the Superintendent or his/her designee.

18.3 Deductions

The Treasurer of the Board of Education will make the following payroll deductions with written authorization from the employee: (1) Credit union; (2) Annuities; (3) Insurance; (4) Savings Bonds; and (5) Levy contributions.

18.4 Dues

18.4.1 The Board agrees to deduct from the wages of employees for the payment of dues to OAPSE, AFSCME/AFL-CIO and Local #257 upon presentation of a written authorization

- individually executed by an employee. Deductions for new union members may be requested at any time during the year.
- 18.4.2 Union dues, as certified by the treasurer of the Union annually by October 1, will be deducted according to the roster of members submitted by the Union treasurer to the North Olmsted Board of Education Treasurer.
- 18.4.3 Individual authorization forms agreed upon by the Treasurer and OAPSE #257 will be furnished by the local association.
- 18.4.4 OAPSE membership dues will be deducted each pay period in 22 equal deductions beginning with the second pay in October through the second pay in August.
- 18.4.5 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board.
- 18.4.6 Dues deduction authorization will be continuous except that authorization may be withdrawn in writing, executed and delivered to the OAPSE State office and the District during a ten (10) day period from June 20 – June 30, in the year the contract expires . If dues deduction is not revoked during such period, it will continue for successive periods.
- 18.5 Fair Share Fee. Commencing with the 2000-2001 school year, the Board will deduct from the pay of members of the bargaining unit who are hired after July 31, 2000, who successfully completed their probationary period, and who have elected not to become or to remain members of OAPSE a fair share fee for OAPSE's representation of such non-members during the term of this Contract. No non-member filing a timely demand will be required to subsidize partisan political or ideological causes not germane to OAPSE's work in the realm of collective bargaining. Annually, and not later than October 15, OAPSE will provide to the Treasurer a list of members of the bargaining unit who have voluntarily elected to join the Union.
- 18.6 Retirement. Employees who retire may receive their remaining pay due them at the final June pay day. All other employees including those who terminate their employment at the end of the school year will continue to be paid in equal amounts until the expiration of the school year, August 31. Employees who desire special consideration because of unusual circumstances, may request payment in full at the last pay in June by submitting a letter to the Superintendent not later than May 15.
- 18.7 Summer Payroll Checks will be mailed at Board of Education expense for those employees who work for the school year only.
- 18.8 Direct Deposit. All employees will be required to utilize direct deposit.

ARTICLE 19

SALARY PROVISIONS

- 19.1 Salary Determination. Increase the pay scale for classified staff as follows: effective August 1, 2012, the base salary on the current schedule will be increased by 1.95%. This increase shall be based on the salary schedule from 2009-2010. Effective August 1, 2013, the base salary will be increased by an additional 1.95%. Effective August 1, 2014, the base salary will be increased by an additional 1.95%. Effective August 1, 2015, the base salary will be increased by an additional 1.75%. Salary notices will be mailed with the employee's first pay of the contract year.
- 19.2 Initial Employment. Upon initial employment, a new employee will be placed on Step 1 during his/her probationary period. At the completion of the probationary period, a decision will be made as to the awarding of up to two additional salary steps based upon the past five years of experience directly related to the employee's current position. The salary steps will be recommended for Board approval after the successful completion of the probationary period. The decision of the Superintendent or his designee will be final.
- 19.3 Reinstatement on Salary Schedules. Annual employees who resign and are reemployed after an interruption not exceeding 12 months, and school-year employees reemployed after an interruption not exceeding 190 school days, will be reinstated to the position on the salary schedule held at the time of resignation.
- 19.4 Salary increments will be granted annually on August 1 for annual employment and on the first employment day of the new school year for school year employment. To be eligible for an increment, the employee must have been in the service of North Olmsted Schools for at least one-half (1/2) of a normal work year for his/her particular position.
- 19.5 Salary Extensions. School year personnel who work longer than the normal school year will receive additional remuneration for such service at the respective daily rate of the base pay for each day of extended time or 1/37th for each such week.
- 19.6 Salary Deductions. An annual or school year employee who is absent and is not entitled to pay for the period of absence will have deducted from his or her pay an amount equal to his or her hourly rate of pay times the hours absent.
- 19.7 Overtime Rates. Overtime will be administered in accordance with the Fair Labor Standards Act, as amended. Overtime may be worked only upon the prior approval of the employee's supervisor authorized to give such approval. The following rates of pay apply to overtime worked:
- 19.7.1 Saturday midnight to 6:00 a.m. Monday - double time.
 - 19.7.2 Saturday 6:00 a.m. to Saturday midnight - time and one-half.
 - 19.7.3 An employee working more than 8 hours in a day with permission of his or her supervisor will be paid at one and one-half times the regular rate of pay.

- 19.7.4 Employees working extra hours beyond their regular assigned work day will have an option of receiving regular pay or compensatory time up to 260 hours annually. This does not apply to any employee hours beyond eight hours in a single working day. The following employees are excepted from this provision: bus drivers, bus mechanics, maintenance personnel, full-time custodial (unless approved in advance by the building principal), and all cafeteria personnel. Compensatory time must be used within thirty calendar days of accrual or the Board will compensate the employee for such unused time at the employee's overtime rate
- 19.7.5 Employees receiving an emergency call-in will be paid a minimum of two (2) hours at their regular rate of pay.
- 19.7.6 Notwithstanding the above, compensation, including overtime, for an employee who is working under a supplemental contract will be governed solely by Board policy and is not subject to the overtime/compensatory time provisions contained in this Agreement. Any employee who is working under a supplemental/extracurricular contract will be paid no less than the actual amount of that contract.
- 19.8 School Closure Pay. Employees will be paid for all time lost when the schools in which they are employed are closed because of epidemic or other public calamity.

19.9 Schedule Overtime Assignments

- 19.9.1 Definition. Scheduled overtime assignments are those resulting from scheduled and approved building permits in the Middle School and High School locations. Scheduled assignments requiring overtime in the cafeteria location of Middle School, High School, and Central Kitchen will be the result of extra projects beyond the normal routine workday.
- 19.9.2 Process. When overtime hours occur as the result of building permits or extra projects, a rotating, seniority assignment procedure will be used by the administrator in charge.
- 19.9.3 Procedures
- 19.9.3.1 The process will be based solely on seniority as identified in the present layoff list.
- 19.9.3.2 The plan will provide all employees assigned to the locations identified an equal opportunity of overtime assignments.
- 19.9.3.3 The plan will not guarantee equal number of hours.
- 19.9.3.4 The custodial plan will be based on a two-week rotation to correspond with each payroll period.
- 19.9.3.5 The cafeteria plan will be based on a nine-week, school year rotation schedule.
- 19.9.3.6 A new employee must first complete his or her probationary period to be eligible in the rotation schedule. However, a new employee may be assigned if all other employees refuse the assignment during each two-week period.

19.9.3.7 If no employee, new or experienced, elects to work overtime, the Director of Business Services or Principal or designee, will assign an employee in reverse order of seniority.

19.9.3.8 Each location as provided in the definition will be an independent rotation schedule for employees assigned to those areas.

19.9.4 Implementation

19.9.4.1 A specific plan of operation will be developed for custodial operation by the Director of Business Services, Head Custodians, Building Principals, and custodial staff.

19.9.4.2 A specific plan of operation will be developed for cafeteria employees by the Cafeteria Manager, Head Cooks, and cafeteria staff.

19.9.4.3 Prior to any revisions in the plans of operation, the administration will consult with the Union President.

19.10 Overtime and Additional Assignment. Consideration will be given to hiring members of the bargaining unit prior to the hiring of college students, or students under secondary school or college work study programs, or any state or federally funded work experience program in any position that would directly or indirectly affect the rights of the Union or of any member of the bargaining unit. High school students will not be assigned to positions which require them to access privileged information regarding other students, parents or faculty.

19.11 Extra assignments (e.g., summer school secretary, Saturday school) will be posted and filled in accordance with Article 15.

ARTICLE 20

FRINGE BENEFITS

20.1 Salary Reduction "Pick-Up" of Employee Retirement Contribution. OAPSE Local #257 and the North Olmsted Board of Education agree that the Board will implement a "salary reduction pick-up" of the employee's required member contributions to the School Employees Retirement System (SERS), as permitted under IRC Section 414(h)(2) and rulings thereunder. Under this salary reduction pick up, the employee's salary, wages and other compensation shall be reduced by an amount equal to the employee's required member contributions to SERS; and on behalf of such employee, the Board shall contribute directly to SERS, an amount equal to the employee's reduction in salary (*i.e.*, the amount of the employee's required SERS member contribution).

This salary reduction pick up is mandatory for all employees. No employee has the option of receiving cash in lieu of the salary reduction pick up.

Under this provision, each employee's contract salary is restated as consisting of (a) a cash salary component and (b) a "salary reduction pick-up" component. The salary reduction pick-up component is equal to the amount of the employee's member contribution to be paid to SERS. Thus, the salary reduction pick-up amount shall be included in the employee's contract salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose, such payment of sick days, vacation days and severance pay.

The Board's total combined expenditures for the employee's total contract salary is payable pursuant hereto (including pick-up amounts) and its employer contributions to SERS will not be greater than the amount it would have paid for those items had this resolution not been in effect.

The Board will compute and remit its employer contributions to SERS based upon total contract salary, including the "pick-up". The Board will report for federal and Ohio income tax purposes as an employee's gross income said employee's total contract salary less the amount of the "pick-up". The Board will report for municipal income tax purpose as an employee's gross income said employee's total contract salary, including the amount of the "pick-up". The Board will compute income tax withholding based upon gross income as reported to the respective taxing authorities.

20.2 Longevity

Annual longevity shall be paid as follows:

	Full-Time*	Part-Time *
Starting at Year 15:	\$300	\$150
Starting at Year 20:	\$600	\$300
Starting at Year 25:	\$1,100	\$650
Starting at Year 30:	\$1,500	\$750

Longevity Payment Dates:
Initial hire date between January – June – payment made in June.
Initial hire date between July – December – payment made in December.

For the purposes of longevity, full-time employees are defined as those employees regularly scheduled 5.4 or more hours per day and part-time employees are defined as those regularly scheduled between 3.0 and 5.4 hours per day.

20.3 Comprehensive Major Medical Insurance. All bargaining unit members who are eligible for medical coverage will be required to be enrolled in the PPO Program. For the 2012-2013 school year, the Board will pay ninety percent (90%) of the monthly individual or family premiums for the current comprehensive major medical insurance program (PPO) for full-time regular employees (regularly scheduled 5.4 or more hours per day). The Board will pay fifty percent (50%) of the monthly individual or family group health premiums for regular employees who are employed less than full-time but at least half-time (regularly scheduled between 3 and 5.4 hours per day). Any impact on insurance due to a reduction in an employee's scheduled hours will not take affect until the beginning of the second full month after the reduction in scheduled hours. For the 2013-2014 school year, the Board will pay eighty-seven and one-half percent (87.5%) of the monthly individual or family premiums for the comprehensive major medical insurance program for full-time regular employees. For the 2014-2015 and 2015-2016 school years, the Board will pay eighty-five percent (85%) of the monthly individual or family premiums for the comprehensive major medical insurance program for full-time regular employees. During the life of this contract, all benefits and benefit levels will meet or exceed current provisions.

- 20.4 Dental Plan. For the 2012-2013 school year, the Board will pay ninety percent (90%) of the monthly individual or family premiums for the dental care program for full-time regular employees. For the 2013-2014 school year, the Board will pay eighty-seven and one-half percent (87.5%) of the monthly individual or family premiums for the dental care program for full-time regular employees. For the 2014-2015 and 2015-2016 school years, the Board will pay eighty-five percent (85%) of the monthly individual or family premiums for the dental care program for full-time regular employees. Regular employees who are employed less than full-time may purchase coverage at their own expense.
- 20.5 Prescription Drugs. For the 2012-2013 school year, the Board will pay ninety percent (90%) of the monthly individual or family premiums for prescription drug coverage for full-time regular employees. For the 2013-2014 school year, the Board will pay eighty-seven and one-half percent (87.5%) of the monthly individual or family premiums for prescription drug coverage for full-time regular employees. For the 2014-2015 and 2015-16 school years, the Board will pay eighty-five percent (85%) of the monthly individual or family premiums for prescription drug coverage for full-time regular employees. For the duration of the bargained agreement, the prescription drug plan includes a co-pay of Five dollars (\$5.00) for generic, Fifteen Dollars (\$15.00) for preferred, and Thirty Dollars (\$30.00) for non-preferred, both retail (based on 30-day supply) and mail order (based on 90-day supply) Filling a prescription with the generic equivalent will be mandatory unless the prescribing physician provides written verification that the medically equivalent results will not be achieved through a generic.
- 20.6 Life Insurance. Group life insurance will be provided as follows:
- 20.6.1 Full-time regular employees will receive Fifty Thousand Dollars (\$50,000.00) life insurance fully paid by the Board of Education. Part-time regular employees (who are regularly scheduled at least 20 hours but less than 27 hours per week) will receive Twenty-Five Thousand Dollars (\$25,000.00) life insurance fully paid by the Board.
- 20.7 Supplemental Life Insurance. Supplemental life insurance may be available to full-time regular employees at individual attained age rates at the employee's cost and subject to requirements of and availability through the carrier. At the expiration of the District's current contract with the life insurance provider, if less than 25% of the bargaining unit members have elected to participate in the supplemental life insurance program, and if the District is unable to locate a carrier to sign a contract which includes the supplemental insurance coverage, then the supplemental life insurance shall be discontinued.
- 20.8 Health Care Committee. A committee composed of equal numbers of representatives appointed by OAPSE and the Superintendent will meet regularly to review health coverage, costs, providers, and the possibility of establishing a flexible spending plan. The Committee shall be convened to discuss changes to the plan if the administration determines it is necessary due to the federal Affordable Care Act. Following consultation with the Committee, different carriers/providers/plans may be selected by the Board.
- 20.9 Long-Term Disability. For employees with less than five (5) years of credited service with the State Employees Retirement System (SERS) who would otherwise qualify for long-term disability benefits through SERS, the following benefits will be provided:

- 20.9.1 The employee must establish, through appropriate medical examinations and reports and to the satisfaction of the benefit provider, that she or he suffers from a long-term disability and would qualify for long-term disability as demonstrated by her/his inability to perform her/his regular assigned duties.
- 20.9.2 The waiting period for eligibility for such benefit is ninety (90) days from the employee's application and submission of the necessary supporting materials.
- 20.9.3 The benefit will equal 60% of the employee's pre-disability salary, exclusive of supplemental and extended time contracts.
- 20.9.4 The maximum monthly benefit will be \$3,000.00.
- 20.9.5 Benefits will be payable for five (5) years, or to age 65, whichever period is longer.

20.10 Health Reimbursement Account. The District will maintain a Health Reimbursement Account (HRA) program that will facilitate individual voluntary, pre-tax payroll deductions for:

- 20.10.1 Medical and dental expenses, not otherwise reimbursed by the District's health benefit program (minimum \$260.00; maximum as permitted by law). The Board will contribute to the HRA \$40.00 per pay to each employee receiving family insurance coverage and \$15.50 per pay to each employee receiving single insurance coverage for the duration of this agreement.
- 20.10.2 Dependent child and adult care expenses (up to a maximum of \$5,000.00 per year).

Employees who elect to participate in the HRA must, in advance of each plan year, determine and establish their annual contribution amount and further understand that any amounts which are not spent will be forfeited.

The Board will adopt a written plan to implement the HRA program. The written plan will contain provisions that the Board deems necessary or desirable for compliance with applicable requirements of the Internal Revenue Code; and the Board will administer and interpret the written plan. The Board does not guarantee any tax effects associated with participation in or operation of the HRA program.

20.11 Benefits while not in Active Service. The Board of Education will continue to carry on its payroll records employed school personnel whose sick leave accumulation has expired, or who are on disability leave of absence, or on an approved leave or absence, and will continue group hospitalization and life insurance benefits on these personnel at the expense of the employee.

20.12 Vision Care. The Board shall provide to members of the bargaining unit a vision insurance program. For the 2012-13 school year, the Board will pay ninety percent (90%) of the monthly individual or family premiums for the vision care program for full-time regular employees. For the 2013-14 school year, the Board will pay eighty-seven and one-half percent (87.5%) of the monthly individual or family premiums for the vision care program for full-time regular employees. For the

2014-15 and 2015-16 school years, the Board will pay eighty-five percent (85%) of the monthly individual or family premiums for the vision care program for full-time regular employees.

20.13 Coordination of Benefits.

- 20.13.1 If an employee's spouse is eligible to participate (as a current employee or retiree) in group health insurance and/or prescription drug insurance sponsored by his/her employer/retirement provider, the spouse must enroll in such employer-sponsored group insurance coverage(s) ("spouse available insurance"). The spouse may enroll in single employer-sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.
- 20.13.2 Upon the spouse's enrollment in any such "spouse available insurance" insurance coverage, that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits.
- 20.13.3 Any spouse who fails to enroll in any "spouse available insurance" as required by this Section shall be ineligible for benefits under the group insurance coverage sponsored by the Board. Should the spouse encounter difficulty/refusal by her/his employer/retirement provider to allow enrollment in spouse available insurance, the spouse and/or employee shall advise the Treasurer not later than December 1, 2012 of that problem. The Office of the Treasurer will provide reasonable assistance. The spouse may continue on the Board's insurance program until the dispute between the spouse and the employer/retirement provider of the spouse is resolved and in any event not later than the next open enrollment period for the employer/retirement provider of the spouse, provided that the employee will pay One Hundred Dollars (\$100.00) per month for insurance coverage for the spouse for that period.
- 20.13.4 Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration (available from the Treasurer's office) verifying whether his/her spouse is eligible to participate in "spouse available insurance" sponsored by the spouse's employer/retirement provider. That form shall also specify the name of the insurance carrier/provider of the employer/retirement provider of the spouse to enable coordination of benefits and shall specify, as well, the amount of employee contribution required towards the insurance premium of the spouse.
- 20.13.5 If an employee knowingly and willfully submits false information or knowingly and willfully fails to timely advise the Board of a change in his/her spouse's eligibility for "spouse available insurance" within thirty (30) days of the qualifying event, and such false information or such failure by the employee results in the Board providing benefits and/or payment of administrative fees to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses.
- 20.13.5.1 Any amount to be reimbursed by the employee may be deducted from the benefits, including salary, to which the employee would otherwise be entitled.

20.13.5.2 In addition, the employee's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage.

20.13.6 If an employee knowingly and willfully submits false information about his/her "spouse available insurance" coverage(s), the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

20.13.7 If an employee and/or his/her spouse and/or his/her dependent(s) lose insurance coverage(s) from any other plan, not due to an individual determination by the spouse to withdraw from coverage but rather other factors, for example, employer of spouse/dependent discontinues insurance coverage(s), spouse/dependent changes job and no longer has insurance benefits through employer/retirement provider, that employee and/or spouse and/or dependent(s) are automatically eligible to enroll in the Board's insurance coverage(s) with no pre-existing condition exclusions or waiting period. In the event the spouse of the employee provides written documentation that she/he would be charged more than \$300 per month for participation in single coverage from the employer/retirement provider of the spouse, then the spouse shall be entitled to participate in the Board's insurance program, subject to payment of the premium contributions required of other members of the bargaining unit.

20.13.8 The Board will reimburse the premium cost paid by the spouse of the employee for single coverage from the employer or retirement provider of the spouse, up to a maximum of \$300.00 per month. An employee seeking such reimbursement shall submit written proof of payment for such payments and shall be reimbursed monthly.

ARTICLE 21

DUTY-FREE TIME

21.1 All employees who are employed for five (5) or more hours per day will be scheduled for a duty-free unpaid lunch period of at least thirty (30) minutes per day. Employees requesting an additional thirty (30) minutes must receive prior approval of his/her supervisor.

Duty-free lunch periods are expected to occur on work premises/job site. Employees may leave the premises during the lunch period if the employee has received prior approval of his/her immediate supervisor or the Director of Business Services. If approved to occur off-premises, duty-free lunch period time will be defined from the time the employee leaves the work site to the time of reporting back to the work site.

21.2 Break time is available within this scheduled number of hours for all employees as follows:

21.2.1 4 - 5 - hour personnel - 20 minutes per day.

21.2.2 6 - 8 - hour personnel - 30 minutes per day.

- 21.3 All duty-free time will be directed by a schedule established by the supervising administrators and will not be used to shorten the scheduled workday.
- 21.4 All duty-free breaks must be taken by employees within the building or immediate work area assigned.
- 21.5 Employees who need personal clean-up time will be limited to 10 minutes prior to the end of their work day.

ARTICLE 22

ASSAULT-PROTECTION LEAVE

- 22.1 Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave will be granted to an employee who is absent from his/her assigned duties because of injury resulting from physical assault. Said leave will not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code, or leave granted under rules adopted by the North Olmsted Board of Education pursuant to Section 3319.08 of the Ohio Revised Code. Said employee will be granted the aforementioned assault leave and will be maintained on full pay status (see Item 7.). Said assault leave will be limited to thirty (30) school days.
- 22.2 An employee will be granted assault leave according to the following rules:
- 22.2.1 The incident, resulting in the absence of the employee, must have occurred during the course of employment with the North Olmsted Board of Education while on the Board premises or at a Board approved or sponsored activity/event.
 - 22.2.2 Upon notice to the principal or immediate supervisor that an assault upon an employee has been committed, a statement will be issued by the assaulted employee or his or her designee indicating the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault and the willingness of the employee to participate and cooperate fully with the Board of Education in pursuing legal action against the alleged assailant(s); also, any employee witnessing an alleged assault will as soon as possible prepare a written statement embracing all the facts within the employee's knowledge regarding the alleged assault, sign said statement and present it to his/her principal or immediate supervisor.
 - 22.2.3 If the employee received medical attention and/or is absent from his/her assigned duties more than five (5) days, a certificate from a licensed physician, stating the nature of the disability and its duration may be required before assault leave payment is made.
 - 22.2.4 An employee will not qualify for payment of assault leave until the Assault Leave Form has been submitted.
 - 22.2.5 Employees will not be permitted to accrue assault leave.

- 22.2.6 Payment for assault leave will be at the assaulted employee's rate of pay at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code, less any payments derived from North Olmsted Board of Education Workmen's Compensation benefits.
- 22.2.7 Payment will be discontinued when the member elects to retire or is no longer under contract with the North Olmsted Board of Education.
- 22.2.8 If legal action results, said employee will be granted leave of his/her professional duties with no loss of pay for necessary time in court.

ARTICLE 23

HOLIDAYS

23.1 Annual Holidays. Personnel who are classified for annual employment will have the following holidays when school is closed which will be included in the base salary schedule. However, if an employee has three (3) prior absences (excluding vacation days) on days either before or after a holiday within a three-year period, in order to receive payment for the holiday, the employee must work the day before and after the holiday or provide a doctor's note justifying the absence. When these holidays fall on Saturday or Sunday, they will be observed on the day preceding or following the holiday if school is not in session:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	President's Day
Day before Christmas	Good Friday
Christmas Day	Memorial Day
Day before New Year's Day	Fourth of July

23.2 School Year Holidays. Personnel employed as school-year workers will be paid during the school year for:

Labor Day	Martin Luther King Day
Thanksgiving Day	President's Day
Christmas Day	Memorial Day
New Year's Day	

Personnel whose extended employment includes July 4th will be paid for Independence Day as a holiday.

Premium time will be paid at the rate of two (2) times the normal rate for hours worked, in addition to regular rate of pay to those employees requested to work on a holiday.

ARTICLE 24

VACATIONS

24.1 Annual Employees. Subject to the exceptions noted below, all annually employed non-teaching personnel may request use of vacation leave anytime during the work year with the approval of the employee's immediate supervisor prior to the use of the leave. Vacation requests must be submitted at least five workdays in advance of the intended vacation date. The Superintendent or designee may waive this five-day notice requirement in his/her sole discretion and the decision shall not be grievable.

24.1.1. Custodians shall not take vacation during the two-week period prior to the first day of the school year or during the two-week period prior the last day of the school year.

24.1.2. No more than fifty percent (50%) of the total number of employees in the custodial classification in any one building may be scheduled for, or be off for, vacation at the same time. The Superintendent or designee may waive this requirement in his/her sole discretion and the decision shall not be grievable.

24.2 Working Days Defined. Vacation days will mean actual working days and will not include regularly scheduled holidays.

24.3 Vacation Credit. Vacation Credit for annual, eleven (11) and/or twelve (12) month non-teaching employees, pursuant to Section 3319.084 of the Ohio Revised Code, will be provided in accordance with the following schedule:

24.3.1 Upon completion of one (1) year of service, ten days of paid vacation for annual employees with continuous service from one through six years.

24.3.2 Fifteen days of paid vacation for annual employees with continuous service from seven through twelve years.

24.3.3 Twenty days of paid vacation for annual employees after completion of twelve years of continuous service.

24.3.4 All annual employees will have their vacation credit calculated from August 1st each employment year. Adjustments for newly assigned annual employees (hired after September 1, 1995) will be made for any vacation accrued in the interim period following completion of their first year and August 1.

24.4 Use of Vacation Days.

24.4.1 Vacation days may not be used in lieu of sick days or personal days unless approved by the supervising administrator and the Human Resources Department.

24.4.2 Vacation days are awarded on August 1 (with the exception of 24.3.4). and may be used during the employment year under the direction of the supervising administrator. If the employee uses all or part of the awarded vacation days before the end of their employment

year and should the employee's employment terminate for any cause during the year, the used vacation time will be prorated and the employee will reimburse the Board of Education for those unearned vacation days.

24.4.3. During the school year, no more than ten percent (10%) of bargaining unit members in each building shall be scheduled for vacation at the same time.

24.4.4. Requests for vacation time will be considered on a first-come, first-served basis. Seniority shall determine preference when requests for vacation are submitted on the same date and there is a need to decline one of the requests.

24.5 Termination Credit. Personnel who have earned vacation credit are entitled to their earned accumulated vacation time upon termination of employment for any cause. In case of death of the employee, the surviving spouse or other heir will be paid the accumulated vacation salary.

In no case will the termination credit exceed the accrued and unused vacation leave accumulated for the past two years preceding separation or death.

24.6 Vacation Credit Earned Other Than Local District. Any person employed by the State or any political subdivision currently earning vacation credit is entitled to have his prior service with the State or any political subdivision counted as service for the purpose of computing the amount of vacation leave. Any 10 months of service in a given year will be prorated for vacation credit.

24.7 Accumulation of Vacation Time. Subsequent to January 1, 1986, vacation time may only be accumulated up to six (6) weeks. This cap does not apply to vacation time earned prior to January 1, 1986. A schedule of vacation use may be prepared each year by each administrative supervisor that is consistent with the needs of the school district and requests of the employees. No employee will be denied a reasonable vacation request during an employment year. If the Board denies a vacation request for reasons other than those set forth in Sections 24.1 and 24.4 of this Article, the employee shall be paid his/her regular hourly rate for the specific number of days denied that result in the employee exceeding the six-week accumulation allowed by the Agreement. In no circumstances shall an employee be paid for more than ten (10) days of time beyond the six-week accumulation.

24.8 Vacation Credit Earned as a School Employee. Any school year employee who is appointed to an annual position, will have his/her vacation credit based on a proration of prior school year service in the North Olmsted School District.

ARTICLE 25

RETIREMENT

25.1 Eligibility. All employees, except students who are also enrolled in the North Olmsted School System, are required to be contributing members in the School Employees Retirement System of Ohio.

25.2 Employment for Temporary Service. A superannuate may be employed for temporary or part-time service as an employee provided at least 60 calendar days have elapsed since the effective date of

retirement and provided further that such employment will not exceed 59 days during any fiscal year beginning the first day of July and ending the thirtieth day of June next following.

- 25.3 Accumulated Sick Leave at Retirement. An employee currently employed by the Board of Education of the North Olmsted City School District may elect, at the time of retirement from active service or who retires while on an approved Leave of Absence under the Public Employment Retirement System Law, and with ten (10) or more years of service with the Board of Education of the North Olmsted City School District, to be paid in cash for one-fourth of the value of his/her accrued but unused sick leave credit. Such payment will be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis will be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment will be made only once to any employee. The maximum payment which may be made under this Article will be one-fourth of the total accumulated sick leave. Employees who are not otherwise eligible to retire under SERS and who either resign or who are severed from employment for any reason and who have at least fifteen (15) years of service in the District may elect to receive a lump sum cash payment for one-quarter of their accrued and unused sick leave to a maximum of sixty (60) days. Such payment will be calculated by multiplying the employee's daily rate of pay at the time of severance of employment (exclusive of overtime or other supplemental compensation).
- 25.4 Payment of Accumulated Sick Leave. Payments under this Article will be made during the pay period occurring after January 5 of the year following the effective date of the employee's retirement. Such payment will eliminate the employee's accumulated sick leave.
- 25.5 Payment Upon Death of Employee. Any employee who dies prior to severing employment and who would otherwise have been entitled to such payment will be deemed to have severed employment the day preceding his/her death. Any payment that the deceased employee would have received for accumulated sick leave under Section C above will be paid to the employee's surviving spouse and/or estate in the manner provided by law.

ARTICLE 26

WORKERS' COMPENSATION

- 26.1 The Board will contribute its assessment to the public insurance fund as provided by law. Any employee injured in the course of his assigned duties is entitled to file a claim for compensation as prescribed by the Workers' Compensation laws of the State of Ohio.
- 26.2 Initial applications for Workers' Compensation should be filed with the Bureau as soon as possible after the injury or diagnosis of an occupational disease.
- 26.3 Application forms may be obtained at the Human Resources Office, and when all information is completed must be returned to the Human Resources Office for forwarding to the Bureau.
- 26.4 The Board of Education reserves the right to require a physical examination for any employee injured in the course of his/her assigned duties at full cost to the Board.

- 26.5 The employee will have the option to use such leave or apply for Workers' Compensation for wage reimbursement.

ARTICLE 27

CALAMITY DAY

- 27.1 In the event school is closed because of public calamity, severe weather, or law enforcement emergency, all persons not required to report for work will be paid their regular per diem rate of pay. Employees required to report to work will be paid straight time in addition to their regular rate of pay, unless the employee and immediate supervisor agree to compensatory time off. In the event a nonpublic school serviced by North Olmsted Schools is closed due to a calamity, severe weather, or law enforcement emergency, any employee assigned to that school will report to their supervisor for an alternative assignment and will be compensated for their regularly scheduled hours.

ARTICLE 28

DISTRIBUTION OF AGREEMENT

- 28.1 The "Agreement" will be emailed to each classified (non-teaching) employee at no expense to OAPSE. Hard copies of the Agreement will be provided to members upon request.

ARTICLE 29

BOARD OF EDUCATION MINUTES AND AGENDA

- 29.1 The President of OAPSE, Local #257, will receive a copy of the Board of Education minutes and agenda.

ARTICLE 30

UNIFORM NUMBER OF SALARY STEPS

- 30.1 Increments in the current salary schedule will consist of twelve (12).

ARTICLE 31

LAYOFF AND RECALL

- 31.1 The following procedures will govern layoff of members of this bargaining unit made necessary due to abolishment of positions, lack of funds, or lack of work. The determination to abolish positions or to lay off employees for the stated reasons is a matter solely within the discretion of the Board. The

number of people affected by layoff will be kept to a minimum by not employing replacements insofar as practicable when employees retire, resign, or vacate a position.

- 31.2 Employees affected by layoff will be laid off according to seniority within their classification series.
- 31.3 Seniority within a classification series is defined as the uninterrupted length of continuous service with the Board of Education, in that classification series computed from the employee's latest date of hire into the classification series. In the event of identical seniority within a classification series, employees will be laid off using seniority within the District in the bargaining unit as a determiner. Seniority within the District in the bargaining unit is defined as the uninterrupted length of continuous service with the Board of Education computed from the employee's latest date of hire into the bargaining unit. Should there still remain identical seniority, seniority will be determined by the date upon which the Board received the employee's application for bargaining unit employment with the District. For those employees hired after September 30, 1992, the date of employment will be determined by the date the employee accepts bargaining unit employment with the Board. This procedure will replace the second seniority tiebreaker (date of application) for these employees. Should a tie remain thereafter, previous service with the District will be considered. If a tie still remains, flip of the coin will determine which employee is retained.
- 31.4 Authorized leaves of absence do not constitute an interruption in continuous service but do not count toward seniority.
- 31.5 Employee classification series and classifications within these classification series for layoff purposes are as follows:
 - 31.5.1 Secretarial (classification series)
 - 31.5.1.1 Administrative Secretary (classification)
 - 31.5.1.2 Secretary
 - 31.5.2 Custodial
 - 31.5.2.1 Head Custodian (high school and middle school)
 - 31.5.2.2 Elementary Head Custodian
 - 31.5.2.3 Head Night Custodian
 - 31.5.2.4 Custodian
 - 31.5.2.5 Grounds Attendant
 - 31.5.3 Pupil Transportation
 - 31.5.3.1 Head Mechanic I
 - 31.5.3.2 Bus Mechanic
 - 31.5.3.3 Bus Attendant
 - 31.5.4 Bus and Van Drivers
 - 31.5.5 Food Service

- 31.5.5.1 Head Cook
- 31.5.5.2 Assistant Head Cook
- 31.5.5.3 Food Service Assistant I
- 31.5.5.4 Food Service Assistant II

- 31.5.6 Delivery Driver

- 31.5.7 Standard Educational Assistants
 - 31.5.7.1 Media I
 - 31.5.7.2 Media II
 - 31.5.7.3 Educational Assistant I
 - 31.5.7.4 Educational Assistant II
 - 31.5.7.5 Noon Assistant

- 31.5.8 ESL Assistants

- 31.5.9 Maintenance
 - 31.5.9.1 Maintenance Foreman
 - 31.5.9.2 General Maintenance (including former Central Receiving/Mail Clerk" position)

- 31.5.10 Support Personnel
 - 31.5.10.1 Librarian Technician
 - 31.5.10.2 Document Technician I
 - 31.5.10.3 Document Technician II

- 31.5.11 Special Education Support Personnel
 - 31.5.11.1 Education Technician [SED]
 - 31.5.11.2 Special Education Assistant I [OH/MH Assistants]
 - 31.5.11.3 Special Education Assistant II [one-on-one Assistants]

- 31.5.12 Computer Maintenance Technician

Note: Anyone bumping into the above classifications must have the requisite technical skills to perform the job duties set forth in the job description as determined by the Superintendent.

- 31.6 Whenever in the sound discretion of the Board it becomes necessary for the reasons stated above to abolish a position currently held by a non-teaching employee of the District or to reduce by layoff the number of non-teaching employees of the District in one or more classification series, such employees within each classification series will be laid off in the inverse order of their appointment in such classification series.

Unless a particular position is abolished, the non-teaching employee with the least seniority within the classification affected will be the first employee subject to layoff.

An employee who is laid off or whose position is abolished will have the right to bump an employee within that classification or lower classifications of the same classification series with less seniority. Any employee bumped may exercise his/her bumping rights within the same classification or next lower classification in the same series, and continue as necessary until the employee with the last seniority in the lowest classification of that series has been laid off. Employees will have five (5) work days from the date of notification to exercise their bumping rights. Their failure to do so will result in a waiver of all bumping rights, but will not affect recall rights.

If any employee is laid off from any position in his/her classification series, and that employee has previously served in a classification within another classification series, then that employee may bump the least senior employee in his/her former classification if that employee had more seniority in that classification than the least senior employee in his/her former classification. In this case, the employee will be placed at the salary level which reflects his or her total years of uninterrupted service in the District.

Any laid off or displaced employee unable to displace another employee in the next lower classification within the same classification series is entitled to displace, if he/she has more seniority within the classification series, the employee with the least seniority in the next lower classification in the same classification series, or if unable, in descending order any lower classification in the same classification series.

Employees on probationary status within each classification will be laid off before any regular employee in the classification.

In determining the rights of a non-teaching employee whose position has been abolished, the Board will follow the "order of layoff" designed above in determining which employee will be laid off, and such employees will be treated as, and have the same rights as, any other employees who are laid off.

When an employee is laid off, the name of such person will be placed at the head of the reinstatement list for the classification series from which that person is laid off and if there is no existing reinstatement list at the time, the name of such person will constitute one. When two or more such persons have been laid off, whether at the same time or not, their names will be placed at the head of such reinstatement list in the order of their seniority in the classification series held by them when laid off. Such persons will be eligible for reappointment for a period of two years thereafter.

It is specifically agreed by the Union and Board that this layoff procedure including the grievance procedure will be the sole remedy for a unit member laid off under the provisions of this agreement and will prevail over civil service laws. Accordingly, the parties agree that neither the North Olmsted Civil Service Commission nor the State Personnel Board of Review will have any jurisdiction to hear appeals relating to layoff of bargaining unit's members.

- 31.7 Thirty days prior to Board action, the union president and employees who might be affected by abolishment of positions or layoff will be given written notice of the Board's intent and bumping rights. Upon exhaustion of the exercise of bumping rights, a final list of those persons/positions to be laid off will be shared with the union president. After the Board's final action, affected employees will be given written notice of the effective date of layoff and their reinstatement rights.

- 31.8 For classifications in which layoffs occur, the Board will prepare a reinstatement list. The names of all employees having probationary status will be placed below those of regular employees on the reinstatement list in the reverse order of the layoff of those probationary employees.
- 31.9 When a vacancy occurs in the classification from which layoffs have been made, the position will be offered first to the employees who are employed at the time within the same classification. The employee highest on the reinstatement list shall be offered the position that remains after the aforementioned process. The laid off employees will receive, by certified mail, a notice of reinstatement. The recalled employee will inform the Board, in writing, of his or her decision to accept or decline the offer of reinstatement within five days of the receipt of the notice of reinstatement.
- 31.10 If the employee accepts reinstatement from layoff status during the two year time period, the employee will retain all previously accumulated seniority but will not receive seniority for the period of time laid off.
- 31.11 If an employee accepts reinstatement from layoff status to a position in a classification within the same classification series from which the employee was laid off and that classification to which the employee is reinstated is below the classification from which the employee was originally laid off, the appointment to the position will not remove the employee from the reinstatement list maintained for the classification from which the employee was originally laid off. The purpose of this provision is to allow an employee to take a position in a lower classification while still maintaining his or her seniority for the purpose of being reinstated to the higher classification within the same classification series.
- 31.12 If the employee declines to accept an offer of reinstatement to the classification from which he or she was laid off, then his or her name will be removed from the reinstatement list.
- 31.13 Assistants who require an educational aide permit under O.R.C. 3319.088 shall receive notice within the first 2 months of each school year of the date upon which the employee's permit will expire. The employee is ultimately responsible for maintaining current educational aide permits.

ARTICLE 32

TRANSPORTATION

- 32.1 Bus Driver Route Assignments (Basic Routes).
- 32.1.1 The purpose of this sub-article is to define terms and delineate the process through which school bus/van drivers of the North Olmsted City School District obtain their basic school bus/van driving assignments for each school year.
- 32.1.2 After the establishment of transportation route packages by the administration and the abolishment of any unneeded hours, a minimum of thirty percent (30%) of the resulting route packages will be a minimum of 5.4 hours in duration.

In the event this minimum cannot be reasonably achieved, the administration will notify the Union of the need to drop below the thirty percent (30%) minimum. The parties will meet to resolve the situation. If not resolved, the administration may reduce the percentage by one

(1) route package. This may be done just once per school year. The driver thus affected will retain his/her current insurance benefits until their next pick.

All route packages will include a paid thirty (30) minute safety check: eighteen (18) minutes in the am and twelve (12) minutes in the pm.

32.1.3 Definitions:

32.1.3.1 Seniority will be defined as the uninterrupted length of continuous service with the North Olmsted Board of Education computed from the employee's latest date of hire by the Board.

32.1.3.1.1 Substitute service does not count toward seniority.

32.1.3.1.2 Authorized leaves of absence do not constitute an interruption in continuous service.

32.1.3.1.3 Drivers on employment probation will not possess any seniority rights in obtaining a Basic School Bus/Van driving assignment.

32.1.3.2 Obtaining Basic, Day-to-Day Driving Assignments is defined as a pick and/or a pick-in-term.

32.1.3.2.1 Basic School Bus/Van Driving Assignments, and Assignments for Aides are in effect each day of the school year or remainder thereof for a (the) particular pupil(s) and/or schools being provided transportation service by the North Olmsted City School District. Aides will be assigned hours based on their seniority.

32.1.3.2.2 Driver Workday (Public). Should school hours be modified by Board or Administrative action(s), driver hours will be modified to meet the transportation needs of that/those school(s). The modified work hours will be considered the driver's work schedule for that/those day(s), and drivers will be expected to report for duty as the schedule(s) dictates and will be compensated at their regular driving rate.

32.1.3.2.3 Driver Workday (Nonpublic). Driver paid work hours are based on the number of days the public schools are open for grades 1-8. When the public schools are open and a/the nonpublic school(s) is/are closed, drivers having a nonpublic route or routes will be expected to report to work for all their normal workday hours, as though the nonpublic schools were open. Failure to report for work for the nonpublic hours and remain on duty will be considered as an unexcused absence. For any hours missed, there will be a payroll reduction.

On days when North Olmsted Schools are closed and the nonpublic schools are open, drivers who bid the nonpublic school routes must drive

their routes. A driver may arrange for a sub to cover his/her nonpublic school route with prior approval from the Transportation Supervisor.

32.1.3.2.4. Early Dismissal Days - Drivers that are required to report for early release for non-public schools will be paid from the time they punch in until the end of their regular guaranteed run in accordance with federal wage laws.

32.1.3.3 Route package times will be stated in whole hours, i.e., 1, 2, 3, etc. plus any tenths of an hour beyond the whole hour.

32.1.3.4 The Director of Transportation Services will consult with drivers with the most appropriate seniority regarding assignment of special needs/program routes and/or schools in an attempt to properly match a driver's qualifications and seniority with the special needs of the pupils to be transported. In no event will this deny a driver the hours and/or benefits to which he/she otherwise may be entitled. If the driver and Director agree on the assignment of a special needs route and/or school, it will be removed from the list of eligible packages. Any drivers interested in being considered for special needs assignments will notify the Director of Transportation Services and the Union representative by June 1st for the subsequent school year. Drivers not chosen for handicap assignments will not lose hours and/or benefits that are due to them based upon seniority.

32.1.4 Procedures

32.1.4.1 The Basic Driving Assignment/Selection process will be held on the last Wednesday of July unless this conflicts with bus inspections; then it will take place the following day.

32.1.4.2 Notice. All seniority rated drivers will be notified five (5) days in advance of the pick date by regular U.S. Mail, with the mailing being sent to the driver's Summer address.

32.1.4.3 Selecting routes:

32.1.4.3.1 In person: At the location on the date and at the time stated in the "Notice" a driver may appear in person and on the basis of seniority select his/her basic assignment package.

32.1.4.3.2 In absentia: If a driver is unable to attend in person in order to select a basic assignment package said driver may do so as follows by proxy:

32.1.4.3.2.1 Submit a written notice prior to the pick date. Such written notice will be submitted far enough in advance so as to be available on the pick date and pick time. Such written notice will be sent or submitted to the Director of Transportation Services for the North Olmsted City Schools and he or she will be assigned the highest choice available at his/her turn to pick.

32.1.4.3.2.2 Submit or give to another driver (a proxy) who will be attending the "Pick" session a list of route packages in order of preference. The listing will be signed by the driver who is unable to attend. It will also state the name of the driver who will do the selecting on his/her behalf. Such list will be surrendered to the administrator conducting the "Pick" session when the selection of a basic assignment package is made on behalf of the absent driver. He/she will be given the highest choice available at his/her turn to pick.

32.1.4.3.2.3 Non-attendance/No Written Notice/No Proxy - In the event that a driver is not in attendance for the "pick", he/she has not submitted a written notice or he/she has not submitted a proxy to another driver to "pick" on their behalf, they will be assigned a basic assignment available to him/her after all present and those submitting a written notice or proxy have completed their "pick".

32.1.4.3.2.4 Emergency Situation: A driver who is unable to attend the "pick" session because of an emergency beyond his/her control, and who has not submitted his/her choice(s) in writing, may telephone the Director of Transportation Services at the time of the picks and request someone pick for him/her.

32.1.5 Changes in Regular School Bus/Van Routes:

32.1.5.1 If the driving time of the basic school bus/van routes of a driver is increased due to change in pupil assignment, routing of the bus, or school hours, the driving time will be increased proportionately to reflect the change.

Conversely, if driving times are decreased due to a change in pupil assignment, routing, or school hours, the driving time will be decreased proportionately to reflect the change.

32.1.5.2 If the driving time of the basic school bus/van assignment of any driver is increased by more than thirty (30) minutes over the original time in effect at the time of the summer pick session, if the increase would result in eligibility for insurance benefits for the next most senior driver, or if a vacancy occurs as a result of the demise of the original route package holder, leave of absence, resignation, dismissal, or implementation of a new route package, the basic assignment package will be posted for a post pick- prior to the start of the second semester. Selection will be according to seniority. Pick changes will be effective within ten (10) days after the start of the second semester.

32.1.5.3 Pick Date: The post pick-date will be on the 85th day of the First Semester at a time and location stated on the list of route package(s) no later than ten

(10) working days before the close of the First Semester of the school year.

32.1.5.4 When the post pick session is closed and any package(s) of routes are still unselected, the Director of Transportation Services will post the route(s) and will employ a permanent driver(s).

32.1.5.5 Lateral moves in terms of hours will not be permitted during pick-in-term in order to maintain stability and continuity in the transportation program.

32.1.6. Second Post Pick Route Openings: Following the post pick, any changes in route assignment/or vacancies that would allow a senior driver fringe benefits as per the Contract will initiate a second post pick.

32.1.6.1. Second post pick will not take place:

32.1.6.1.1. If interest is not expressed by an eligible driver.

32.1.6.1.2. If less than thirty-five (35) working days remain in a school year.

32.1.6.1.3. Lateral moves will not be allowed in this process.

32.1.6.2 Posting Procedures:

32.1.6.2.1 Within ten (10) days after the demise of the original route package holder.

32.1.6.2.2 Within five (5) days after the official Board approval of the leave of absence or resignation.

32.1.6.2.3 Within five (5) days after the official Board approval of the dismissal and as well as after the dismissed employee has exhausted all rights of appeal regarding his/her dismissal.

32.1.6.2.4 The posting period will be for a period of five (5) working days with notice being placed on the bulletin board in the Bus Terminal and a notice placed in each seniority rated driver's mailbox. The date, time, and the location of the pick will be included in the posting.

32.1.6.3 Pick Procedures:

32.1.6.3.1 Seniority will be followed, beginning with those drivers who currently hold a route package consisting of fewer hours than the route package open for pick.

32.1.6.3.2 The pick session will be held within five (5) working days after the close of the posting period.

32.1.6.3.3 Only those drivers eligible to pick are expected to attend.

32.1.6.3.4 Any eligible driver not able to attend must submit a proxy in order to participate. Those eligible to participate who fail to arrive at the appointed time and who have not submitted a proxy will have forfeited their right to bid on the position.

32.1.7 The administration will have the full right to reassign a driver(s) for such reasons as, but not limited to, parent/pupil/driver conflict with any decision being final and not subject to appeal.

32.1.8 Buses. As the situation dictates and where practicable, each driver may be assigned the bus for the school year that they had during the previous school year. Except in the case of 32.1.5.2, the driver will accept the bus already assigned to that route package and surrender the bus currently assigned. The final assignment of buses rests with the Director of Transportation Services.

32.2 Extra Trip Assignments

32.2.1 There will be two (2) Master Seniority Lists. One list shall apply to 3:45 and 4:00 pm drivers, the other list shall be for all drivers.

32.2.1.1 Non-Seniority Rated Drivers -- Non-seniority-rated drivers are those drivers who are still on a probationary status for their job classification.

32.2.2 Extra Trip Assignments

32.2.2.1 An extra trip may not be bid on or run by a regular driver when the time of the trip conflicts with that driver's basic assignment. However, a driver may bid on any trip that is within six (6) minutes of their punch in/out time with the understanding that the bus will be at the departure sight of a field trip by departure time.

32.2.2.2 Substitute drivers are hired to accomplish extra trips when no regular drivers have elected to drive the extra trip.

32.2.2.3 Extra trips at have a starting time that is before or end during a regular driver's assigned hours may be assigned to a regular driver at the sole discretion of the Director of Transportation or his/her designee. Consideration will be given to a driver's schedule when making a decision in this area to keep any disruptions to the schools or the bus routes to a minimum. Any decision that is made in this area will be final and not subject to the grievance procedure.

32.2.2.4 If a substitute driver is not available and a regular driver is assigned the type of extra trip as mentioned in 32.2.2.1 and 32.2.2.2 above, the driver will be paid only for the extra time that exceeds the driver's regular base pay hours.

32.2.2.5 Drivers scheduled for an extra trip on the weekend must work the prior Friday or

the last workday prior to the weekend, unless they received prior approval for leaves, which shall be granted for documented emergencies. If the driver is absent on Friday or the last workday prior to the weekend, the trip will be reassigned at the discretion of the Transportation Supervisor or his/her designee to any regular driver. Absence from work on the day of the trip by any driver prior to any non-routine trip will cause the driver to lose the trip for that day.

- 32.2.2.6 Personal illness, death in the immediate family or an approved personal business day as per (North Olmsted Board of Education Non-Teaching Personnel Agreement) will be the only acceptable reasons for giving up an extra trip assignment. A driver giving up a trip for reasons other than those stated above in 32.2.2.5 will be charged with the trip as though they had run the trip. (See Articles on Sick Leave and Personal Business). A driver "turning back" a trip that he/she has already selected will result in that driver being ineligible to select, or accept, trips for the following week.
- 32.2.2.7 All drivers will receive a minimum of two (2) hours pay at his/her appropriate rate of pay for any extra trip where the driver shows up and the trip is canceled without prior notification. Trips of thirty (30) minutes or less in duration are excluded from this provision and will be paid for actual time scheduled to be worked.
- 32.2.2.8 Drivers will be notified at the end of every pay period of the extra trips run, by trip number and activity, the hours of those trips, pay rate and the pay period in which the trips occurred.
- 32.2.2.9 Special Trips -- Trips that involve the transportation of fewer than eight (8) passengers to a school related activity in a district owned vehicle (other than a bus) may be accomplished by any employee of the District, or supervisor of the activity, who possesses a valid State of Ohio driver's license abstract on file, and meets the standards established by the District's insurance carrier. With the exception of trips that originate and/or conclude when a bus driver is otherwise assigned, special trips under this provision will be limited to six (6) per school year.

32.2.3 Selection and Assignment of Extra Trips

- 32.2.3.1 Publication -- On Wednesday of each week 2 lists of all known extra trip requests will be published. One list shall be for 3:45 and 4:00 pm trips and the other list for all other trips.
- 32.2.3.2 Distribution of the forms/notice of extra trips will be to the Supervisor and drivers 11:00 A.M. on each Wednesday morning. (If holidays interfere or scheduling conflicts arise, trips for more than one (1) week will be posted.)
- 32.2.3.3 Deadline. All extra trip selection forms will be collected by or be due in the hands of the Transportation Supervisor or his/her designee, by 12:00 noon on Thursday of the trip week. In the case of a holiday, the deadline will be at 12:00 noon on the second last day of work for all drivers before a holiday. Drivers who are not at work on the deadline day must call in or send in their ranking to the Transportation

Supervisor by 12:00 noon on the deadline day. The only exceptions for meeting this deadline of 12:00 noon are the closing of school, a natural calamity or death in the immediate family.

32.2.3.4 Assignment

32.2.3.4.1 True Rotation: all drivers rotate whether or not they bid a trip. The rotation is done on Thursdays only when trips are placed. If there are late trips or cancellations everyone stays where they are on the list until the following Thursday when trips are bid again.

32.2.3.4.2 Step One (1). Based on seniority and beginning where the rotation last left off, each seniority-rated driver's trip choices will be checked and the driver will be given his/her highest available choice.

Consecutive passes will be made through the list of published trips and seniority-rated drivers in attempts to fill all trips and driver choices. A trip once assigned cannot be traded. (NOTE: At this step, some drivers may have more than one (1) trip assigned).

32.2.3.4.3 Step Two (2). Should any published trips still remain unassigned, then those drivers who are probationary employees will have their selection form checked and be given the remaining unassigned trip(s) if they have chosen same on their form. (NOTE: Probationary drivers are also ranked according to seniority within their group.)

32.2.3.4.4 Step Three (3). Should steps one (1) through two (2) not result in the assignment of a driver for an extra trip, the Director of Transportation Services, or his/her designee, may assign a substitute bus driver(s).

32.2.3.5 Two or More Trips In Any One Week. No driver will have two (2) or more trips in any one (1) week (Sunday-Saturday), until at least one (1) pass has been made through the seniority-rated drivers, beginning with the next eligible seniority rated driver who does not yet have a trip.

32.2.3.6 Late Trips, Last Minute and Return Trips.

32.2.3.6.1 If a late, last minute or return trip comes in, drivers will be offered the trip by seniority. When someone accepts the trip, a pin will be placed by the name of the next driver on the list. If another late, last minute or return trip is requested, the driver who has the pin by his or her name, will be asked first and the process will continue down the list until that trip is filled. The pin will then remain at that driver's number on the following week's seniority list. If a trip is requested within twenty-four (24) hours of the time of the trip, management may place that trip with a regular driver, then a sub driver if a regular driver is not available.

32.2.3.6.2. Trips that are cancelled then rescheduled will be placed at the discretion

of management if rescheduled within twenty-four (24) hours of the trip time. However, an attempt will be made to place cancelled trip or trips with the regular driver(s) who lost the trip before it is assigned to someone else.

32.2.3.7 Schedule. As soon as practicable after 9:30 A.M. on Friday or the second last day of work before a holiday, the schedule of trips matched to drivers will be published and posted. Drivers high on the seniority list for that week, who picked a Monday trip, should be aware that they might have a trip that following Monday.

32.2.3.8 Weekday trips of one hour or less will not be chargeable trips and will not affect the seniority rotation process.

32.2.3.9 Any thirty (30) minute unassigned trip that went through all the bid steps can be assigned by the Director of Transportation Services or Supervisor of Transportation and there will be no drop in seniority for bidding on future field trips because of the assignment.

32.2.3.10 Layovers. The driver is required to remain on site during a "layover" while waiting for the student activity to come to completion. If a layover is four (4) hours or longer, the driver may leave at the mid-point for up to thirty (30) minutes with approval from the staff member in charge of the trip. If the driver leaves the site, he/she may not exceed a ten (10) mile roundtrip radius.

32.3 New Extra Work Assignments.

32.3.1 An annual sign-up sheet will be posted by the Administration for bus/van drivers to register for extra work assignments as needed. Sign-up sheets must be posted on the day route selections take place and, drivers must sign up by convocation day.

32.3.2 Extra work assignments may be such duties as: mileage check, pick-up, return of vehicles, washing buses, kindergarten runs, paper work, and other non-routine duties as determined by the Transportation Supervisor.

32.3.3 A rotation schedule based on seniority will be established at the start of each school year to be used by the Transportation Supervisor in assigning extra work during the school year to those employees registered on the schedule. The sign-up sheet will be posted on a bulletin board provided for that purpose only.

32.3.4 The only exception to 32.3.2 and 32.3.3 above is as related to kindergarten bus runs. In the event a driver who has a kindergarten route is going to be absent from duty for three (3) or more consecutive days, the Director of Transportation Services or designee will assign, for purposes of continuity, the same driver. Selection will first come from seniority rated drivers who have expressed an interest, then any probationary drivers, then rified drivers and finally substitutes. While filling in on an extended mid-day run, the driver will not be eligible for field trip selections that conflict with the time of the extended mid-day assignment.

32.4 Drivers will be reimbursed for all tolls and parking fees.

Drivers must provide receipts for reimbursements.

32.5 Bus drivers will receive an additional one dollar (\$1.00) per hour while performing as a state certified instructor while training North Olmsted drivers.

32.6 The Board will reimburse all drivers for the full cost of the commercial drivers license and for renewals; however, the Board will not reimburse drivers for renewals arising out of traffic violations.

32.7 Driver License Points. Any bus/van driver or other employee who may operate a District-owned vehicle who is issued a traffic citation in or out of the State of Ohio or in a District-owned or private vehicle must immediately report such a citation to the driver's supervisor and produce a copy of the citation for photocopying purposes and placement in the driver's personnel folder in Transportation Supervisor's office. If points are levied by the enforcement authority or the court of jurisdiction, that information too must be reported as soon as practicable. Drivers accumulating two (2) to four (4) points will be counseled concerning the violation(s) and will also be subject to disciplinary procedures in accordance with other provisions in this agreement. Drivers accumulating six (6) or more points, as shown on official driver abstract reporting form(s), no matter how or where the points were earned and/or who are not insurable as determined by the carrier will have the following options:

32.7.1 Attempt to find the employee sufficient work within his/her current classification that would not require the employee to drive. If unable to do so, then:

32.7.2 Place the employee on an unpaid leave of absence.

The employee on an unpaid leave will have a one (1) year period to correct his/her record to the point that the District can insure him/her under the District's insurance policy and, upon doing so, will return to his/her previously held position. The employee will accrue no seniority during this unpaid leave.

If the employee is unable to gain coverage under the District's insurance policy during a one (1) year period, he/she will be terminated.

32.8 Drug Testing. When a driver is required to undergo a drug test off site on the driver's time, as opposed to on site during assigned work hours, the driver will be reimbursed for his/her actual time.

When an employee loses time as a result of a positive drug test which later is confirmed to be negative, the employee will be reimbursed for regular driving time lost.

ARTICLE 33

FOOD SERVICE

33.1 Food Service Advisory Committee.

33.1.1 The Food Service Advisory Committee will be comprised of no more than two (2) representatives from the High School, two (2) representatives from the Middle School, two (2) elementary representatives, and two (2) representatives from Central Kitchen. The selection of these food service representatives will be by OAPSE Local 257. Additionally, the President of OAPSE or designee and up to two (2) administrators will participate. When needed, representatives from the Food Service Management Company will participate. All participation on the Committee will be voluntary.

33.1.2 The purpose of the Committee will be to monitor the food service program and provide input concerning the overall program, including but not limited to (i) staffing, (ii) menu, (iii) purchasing, (iv) promotions, and (v) budgeting.

33.1.3 The Committee will have access to all public information/records relating to the food service program, and will be provided with copies of any documents the Committee believes are pertinent.

33.1.4 The Committee will meet at least quarterly during the school year; except the Committee may wish to meet monthly during the first quarter.

33.1.5 The Committee will have the sole discretion to determine how to allocate any funds remaining in the North Olmsted Board of Education food service account at the close of the fiscal year.

33.2 Food Service Delivery Alternatives. OAPSE Local 257 will be given advance notice (at least two (2) weeks) prior to the Board sending out a request for proposal to third parties and will have the opportunity to submit a proposal upon the same terms as any third parties in response to any request for a proposal for food service management services or operation of the food service program. In the event the Board determines it is more cost efficient to contract out the food service operations, the Board will engage in "effects" bargaining with OAPSE Local 257 consistent with the parties' respective obligations under Ohio Revised Code Chapter 4117.

33.3 Status of Prior Memoranda of Understanding Regarding Food Service. All memoranda of understanding regarding food service preexisting the effective date of the 2012-2015 Collective Bargaining Agreement are no longer relevant and will be considered null and void.

33.4 Should any group use the kitchen or any equipment in the kitchen, a food service employee shall be on-site to monitor the situation. Employees who choose this extra time (based on the Agreement's Overtime Rotation language) shall be paid at time and one-half with a guarantee of a minimum of two (2) hours per event.

ARTICLE 34

CUSTODIANS

- 34.1 The work schedule for custodians shall be established by the Director of Business Services and shall include the employees' designated shift and building/location of the assignment.
- 34.2 Custodians may be assigned to a night shift the week prior to the first day of the teacher work year. Custodians with the least seniority in their respective buildings shall be selected for night shift unless another custodian volunteers

ARTICLE 35

DRUG AND ALCOHOL POLICY

- 35.1 In compliance with the Drug-Free Schools and Communities Act Amendment to the Higher Education Act of 1965, no employee will unlawfully possess, use, or distribute illicit drugs or alcohol on school premises or at any place where school activities are held. Drugs as used herein will mean any drug defined in Section 3719.011 of the Ohio Revised Code. Information about drug and alcohol counseling and rehabilitation and re-entry programs available to employees may be obtained through the Director of Human Resources. Any disciplinary action will be taken in accordance with the collective bargaining agreement.

ARTICLE 36

HEALTH AND SAFETY

- 36.1 Health and safety issues will be discussed at Labor-Management meetings. Such issues that cannot be resolved by such meetings will be investigated by the administration, who may use the services of professionally trained consultants for solutions to the problem. In addition, the administration will provide such training and safety protection devices and procedures as may be legally required for the protection of employees.

ARTICLE 37

DISCRIMINATION AND COERCION

- 37.1 There will be no discrimination or intimidation by the Board or the Association against any employee as a result of, or because of such employees race, color, creed, sex, age, national origin, or membership or non-membership in the Association.

Members of the Board or the Association will take no action either overt or covert to harass, interfere, intimidate, or coerce members of the bargaining unit in the performance of their duties.

ARTICLE 38

SEPARABILITY

- 38.1 If any provisions of this AGREEMENT or any application of this AGREEMENT is found to be contrary to law, then such provision or application will not be deemed valid except to the extent permitted by law, but all other provisions or applications of this AGREEMENT will continue in full force and effect.

ARTICLE 39

BCII AND FBI REPORTS

- 39.1 The Board will conduct BCII and FBI criminal record checks in compliance with the requirements in State law for all newly hired employees and current bargaining unit members. For any background checks conducted following the ratification of this 2012-2015 Agreement, the Board shall pay the full costs of BCII and FBI background checks required for continued employment of bargaining unit members.
- 39.2 Newly hired employees will be employed conditionally pending receipt of a satisfactory background check. If a BCII and/or FBI report indicate the newly hired employee does not qualify for employment due to a disqualifying criminal conviction or guilty plea (*i.e.*, that the employee has been convicted of or plead guilty to any of the offenses listed in O.R.C. 3319.39(B) or 3319.319(B)), the employee shall be released from employment without the necessity of proceedings to formally terminate the employee's contract of employment. Newly hired individuals will be responsible for costs associated with the initial background checks; however, if the newly hired employee satisfactorily completes the probationary period and qualifies for employment upon receipt of the reports, the cost of the background checks will be reimbursed to the employee.
- 39.3 A list of the offenses identified in O.R.C. 3319.39(B) and 3319.31(B) shall be available to bargaining unit members upon request at the Board office.
- 39.4 Bargaining unit members subject to the background checks under Ohio House Bill 190 – include:
- 39.4.1 Student Monitors, Educational Aides and other Paraprofessionals:
- Employees with permits, licenses, or other certificates issued by the Ohio Department of Education (ODE) must complete both the BCII and FBI background checks each time they renew their permits, licenses or certificates with the ODE and must submit these background checks directly to ODE.
- 39.4.2 Employees Operating School Buses or Vans:
- Employees operating school buses or vans under six-year certificates issued by ODE and/or ODOT must complete both the BCII and FBI background checks each time they renew their certificates with ODE and/or ODOT and submit these background checks directly to the District.
- 39.4.3 All Other Employees:

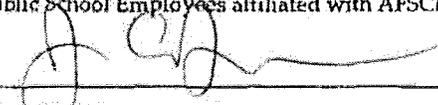
All other employees must complete both the BCII and FBI background checks before September 5, 2008, and must submit these background checks directly to the District. Thereafter, individuals within this category must submit both the BCII and FBI background checks every five years and must submit these background checks directly to the District.

SIGNATORIES TO THE AGREEMENT

The Negotiated Agreement by and between the Board of Education of the North Olmsted City School District and the Ohio Association of Public School Employees affiliated with AFSCME/AFL CIO and its Local #257, as approved and adopted by the Board of Education and the Ohio Association of Public School Employees and its Local #257, effective on and after August 1, 2012 and expiring at midnight on July 31, 2015. Unless a challenge to recognition is filed in accordance with and during the timeline set forth in Ohio Revised Code 4117.05, the Agreement shall continue for an additional one year term, effective August 1, 2015 through midnight on July 31, 2016.

An executed copy of the Negotiation Agreement will be entered and kept with and will become a part of the official minutes of the North Olmsted Board of Education upon signing of the Negotiation Agreement for and on behalf of the parties thereto.

This AGREEMENT ratified the 5 day of December, 2012, by the Ohio Association of Public School Employees affiliated with AFSCME/AFL CIO and its Local #257.



OAPSE #11 Representative

12/5/2012

Date



President, Local #257

12/5/2012

Date

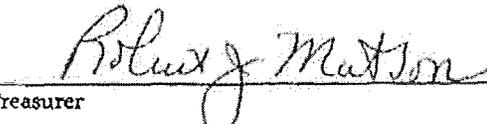
This AGREEMENT approved the 6 day of December, 2012, by the Board of Education of the North Olmsted City School District.



Board President

12/6/2012

Date



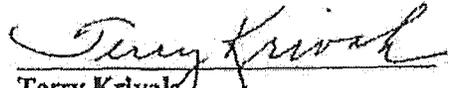
Treasurer

12/6/2012

Date

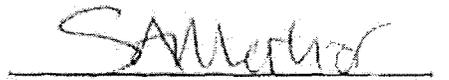
Negotiations Team Members

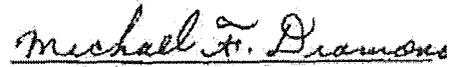

Hope Reimann,
Head Custodian, Birch Primary
President, OAPSE Local #257


Terry Krivak,
Superintendent, NOCS


Josh Cook,
Maintenance, Service Center
Vice President, OAPSE Local #257


Kathy Alm
Transportation Director, NOCS

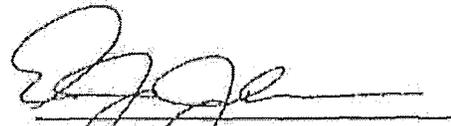

Sheila Merher,
Document Technician, High School
Secretary, OAPSE Local #257


Michael Diamond,
HR Director, NOCS


Pam Bolda,
Food Service, High School
Representative, OAPSE Local #257


Michael McDade
Business Director, NOCS


Theresa Snyder,
Bus Driver, Service Center
Representative, OAPSE Local #257


Eric J. Johnson, Attorney,
Walter & Haverfield LLP


Leslie Turner,
Noon Assistant, High School
Representative, OAPSE Local #257


Jay Demagall,
Fill Representative OAPSE

NORTH OLMSTED CITY SCHOOLS

Exhibit A

APPLICATION FOR USE OF PERSONAL LEAVE

The undersigned hereby makes application for the use of personal leave as provided in Article 10 of the AGREEMENT between the North Olmsted Board of Education and the Ohio Association of Public School Employees and states that the use of such personal leave is justified for the following reason: (Only Item #12 needs prior approval from the Superintendent.)

- _____ 1. To participate in one's own marriage; to attend the marriage ceremony of a son, daughter, brother or sister; to attend an out-of-town wedding in which the employee is a member of the wedding party.
- _____ 2. To appear in court, if required, as a litigant or witness.
- _____ 3. To sign official papers to close a transaction, such as purchasing a home.
- _____ 4. Moving.
- _____ 5. To attend the graduation ceremonies of a member of the immediate family; or college business of an immediate family member.
- _____ 6. To adopt a child when you are required to appear before a welfare board or court.
- _____ 7. Observation of a major religious holiday of a recognized religious faith which requires abstinence from work.
- _____ 8. Funerals of close friends, associates or students.
- _____ 9. House emergency.
- _____ 10. Professional Educators meetings of which the employee is an officer or representative.
- _____ 11. Personal responsibilities which cannot be discharged outside of normal school hours. (See Contract 10.1) Reason: _____
- _____ 12. Other, please specify _____

Item #12

_____	Approved: _____
Name	
_____	Disapproved: _____
Date of Leave	

Building	

NORTH OLMSTED CITY SCHOOLS

Exhibit B

EMPLOYEE ASSAULT-PROTECTION LEAVE FORM

Name _____ Date _____

School _____

Assault leave has been taken in accordance with Ohio Revised Code, Section 3319.143 and Article 22 of the AGREEMENT between the North Olmsted Board of Education and the Ohio Association of Public School Employees. Also, in accordance with Article 22, (22.2.2), a statement has been filed with the principal or immediate supervisor.

_____ day(s) of assault leave was/were taken beginning at _____ on _____
time day

_____, 20____, and ending at _____ on _____, 20____.
month time day month

Medical attention _____ required.
was/was not

If medical attention was obtained or if your leave was for more than five (5) days, the following information must be stated:

Name of physician: _____

Office address: _____

Employee Signature

Principal/Supervisor

Superintendent of Schools

NORTH OLMSTED CITY SCHOOLS

Exhibit D

NON-TEACHING PERSONNEL IN-SERVICE FORM

This form is for use in applying for in-service programs, meetings, seminars or courses under the provisions outlined in Article 12.

Name _____ Date _____

Present Assignment _____

Building _____ Immediate Supervisor _____

(Describe activity, course, meeting or seminars you wish to attend)

How will this request improve or enhance your present position?

Location of activity _____

Dates of attendance _____

Time of attendance _____

NORTH OLMSTED CITY SCHOOLS

Exhibit E

EXPENSE APPLICATION

Expenses to the District:

Registration _____

Fees _____

Will a substitute be necessary ___ Yes ___ No Number of days _____

A report and evidence of attending the requested activity must accompany the expense form for payment, as well as receipts for registration and/or fees.

Application must be submitted and approved prior to registration and attendance to the activity.

SUBMIT IN-SERVICE FORM TO IMMEDIATE SUPERVISOR

Application route:

_____ Immediate Supervisor

_____ Director of Human Resources

_____ Superintendent

NORTH OLMSTED CITY SCHOOLS

Exhibit F

IN-SERVICE REQUEST DECISION

Date of request _____

NAME _____

ACTIVITY _____

LOCATION _____

_____ Your request for in-service has been approved. Expenses will be accepted in accordance with the provisions of Article 12.

_____ Your request is denied.

EXPENSE STATEMENT

(Submit any receipts with this statement)

I am submitting expenses for the approved in-service activity on _____.

I am enclosing a copy of a written report concerning the activity as to general information and skills and/or knowledge related to my position.

Registration _____

Fees _____

TOTAL _____

I hereby certify that the above information is a correct statement of my expenses for the approved in-service activity:

Approved by: _____

Budget Code: _____

EXHIBIT G – North Olmsted City Schools

Hourly Rate - Classified Staff - Effective August 1, 2012

Classification Series	Classification	1	2	3	4	5	6	7	8	9	10	11	12
Secretarial	Administrative Sec'y	15.19	15.65	16.06	16.50	16.92	17.36	17.81	18.23	18.74	19.19	19.78	20.48
	Secretary I	14.68	15.04	15.65	16.06	16.50	16.96	17.37	17.83	18.33	18.85	19.46	20.10
Custodial	Head Cust./Sec.	21.66	22.03	22.21	22.54	22.70	23.05	23.38	23.61	23.88	24.23	24.69	25.32
	Head Cust./Elem.	19.09	19.42	19.60	19.96	20.18	20.51	20.82	21.13	21.43	21.69	22.21	22.91
	Head Night Custodian	18.18	18.47	18.74	18.94	19.25	19.52	19.80	20.09	20.47	20.78	21.21	21.85
	Custodian	16.61	16.87	17.23	17.48	17.82	18.19	18.49	18.84	19.19	19.42	19.94	20.56
	Grounds Attendant	16.50	16.82	17.00	17.36	17.75	18.00	18.30	18.53	18.79	19.07	19.28	20.00
Transportation	Head Mechanic I	22.54	22.83	23.09	23.49	23.87	24.12	24.40	24.80	25.18	25.42	25.93	26.59
	Bus Mechanic II	20.51	20.77	20.98	21.33	21.66	21.93	22.15	22.54	22.90	23.11	23.56	24.22
	Bus Operator	17.75	17.99	18.19	18.45	18.74	19.00	19.25	19.54	19.80	20.09	20.51	21.16
	Bus Aide	14.07	14.36	14.77	15.10	15.58	15.86	16.19	16.61	16.92	17.30	17.85	18.53
Food Service	Head Cook	12.44	12.90	13.19	13.65	14.02	14.49	15.02	15.40	15.78	16.15	16.53	16.95
	Asstistant Head Cook	10.21	10.57	10.70	11.12	11.35	11.70	12.05	12.31	12.59	12.82	13.09	13.58
	Food Serv. Ass't I	9.94	10.18	10.36	10.64	10.89	11.17	11.52	11.75	12.03	12.21	12.41	12.99
	Food Serv. Ass't II	9.82	9.99	10.16	10.35	10.51	10.66	10.99	11.20	11.32	11.52	11.71	12.15
Food Service Support	Truck Driver	12.44	12.90	13.19	13.65	14.02	14.49	15.02	15.40	15.78	16.15	16.53	16.95
Regular Educational Assistants	Media I	14.74	15.18	15.48	15.92	16.21	16.64	17.00	17.33	17.66	18.11	18.65	19.31
	Media II	14.42	14.86	15.17	15.58	15.92	16.30	16.67	17.02	17.34	17.77	18.31	18.98
	Educational Ass't I	14.41	14.85	15.14	15.57	15.87	16.28	16.65	17.00	17.33	17.75	18.30	18.97
	Educational Ass't II	14.07	14.36	14.77	15.10	15.58	15.86	16.19	16.61	16.92	17.30	17.85	18.53
	Noon/DPPF Ass't	13.50	13.72	14.01	14.22	14.41	14.93	15.12	15.38	15.58	15.86	16.04	16.70
ESL Assistants	ESL Assistants	17.42	17.86	18.16	18.59	18.89	19.29	19.66	20.00	20.34	20.77	21.31	21.99
Special Education	Educational Tech - SBH	20.45	20.56	20.82	20.97	21.20	21.43	21.63	21.79	22.03	22.43	22.65	23.34
	Special Ed. Ass't. I - OH	17.42	17.86	18.16	18.59	18.89	19.29	19.66	20.00	20.34	20.77	21.31	21.99
	Special Ed. Ass't. II - Ortho	14.41	14.70	15.12	15.43	15.92	16.20	16.54	16.93	17.27	17.64	18.18	18.87
Maintenance	Maintenance Foreman	22.08	22.42	22.76	23.08	23.45	23.77	24.13	24.44	24.72	25.08	25.41	25.80
	General Maintenance/Receiving	19.09	19.42	19.60	19.96	20.18	20.51	20.82	21.13	21.43	21.69	22.21	22.91
Other Support Personnel	Library Technician	20.45	20.56	20.82	20.97	21.20	21.43	21.63	21.79	22.03	22.43	22.65	23.34
	Document Technician I	14.85	15.34	15.82	16.28	16.75	17.25	17.73	18.18	18.66	19.15	19.58	20.18
	Document Technician II	13.37	13.78	14.22	14.62	15.04	15.39	15.87	16.31	16.82	17.27	17.85	18.53
Computer Technician	Computer Maint. Tech.	18.53	18.86	19.02	19.41	19.59	19.94	20.23	20.55	20.86	21.12	21.64	22.35

EXHIBIT G – North Olmsted City Schools

Hourly Rate - Classified Staff - Effective August 1, 2013

Classification Series	Classification	1	2	3	4	5	6	7	8	9	10	11	12
Secretarial	Administrative Sec'y	15.49	15.96	16.37	16.82	17.25	17.70	18.16	18.59	19.11	19.56	20.17	20.88
	Secretary I	14.97	15.33	15.96	16.37	16.82	17.29	17.71	18.18	18.69	19.22	19.84	20.49
Custodial	Head Cust./Sec.	22.08	22.46	22.64	22.98	23.14	23.50	23.84	24.07	24.35	24.70	25.17	25.81
	Head Cust./Elem.	19.46	19.80	19.98	20.35	20.57	20.91	21.23	21.54	21.85	22.11	22.64	23.36
	Head Night Custodian	18.53	18.83	19.11	19.31	19.63	19.90	20.19	20.48	20.87	21.19	21.62	22.28
	Custodian	16.93	17.20	17.57	17.82	18.17	18.54	18.85	19.21	19.56	19.80	20.33	20.96
	Grounds Attendant	16.82	17.15	17.33	17.70	18.10	18.35	18.66	18.89	19.16	19.44	19.66	20.39
Transportation	Head Mechanic I	22.98	23.28	23.54	23.95	24.34	24.59	24.88	25.28	25.67	25.92	26.44	27.11
	Bus Mechanic II	20.91	21.18	21.39	21.75	22.08	22.36	22.58	22.98	23.35	23.56	24.02	24.69
	Bus Operator	18.10	18.34	18.54	18.81	19.11	19.37	19.63	19.92	20.19	20.48	20.91	21.57
	Bus Aide	14.34	14.64	15.06	15.39	15.88	16.17	16.51	16.93	17.25	17.64	18.20	18.89
Food Service	Head Cook	12.68	13.15	13.45	13.92	14.29	14.77	15.31	15.70	16.09	16.46	16.85	17.28
	Assistant Head Cook	10.41	10.78	10.91	11.34	11.57	11.93	12.28	12.55	12.84	13.07	13.35	13.84
	Food Serv. Ass't I	10.13	10.38	10.56	10.85	11.10	11.39	11.74	11.98	12.26	12.45	12.65	13.24
	Food Serv. Ass't II	10.01	10.18	10.36	10.55	10.71	10.87	11.20	11.42	11.54	11.74	11.94	12.39
Food Service Support	Truck Driver	12.68	13.15	13.45	13.92	14.29	14.77	15.31	15.70	16.09	16.46	16.85	17.28
Regular Educational Assistants	Media I	15.03	15.48	15.78	16.23	16.53	16.96	17.33	17.67	18.00	18.46	19.01	19.69
	Media II	14.70	15.15	15.47	15.88	16.23	16.62	17.00	17.35	17.68	18.12	18.67	19.35
	Educational Ass't I	14.69	15.14	15.44	15.87	16.18	16.60	16.97	17.33	17.67	18.10	18.66	19.34
	Educational Ass't II	14.34	14.64	15.06	15.39	15.88	16.17	16.51	16.93	17.25	17.64	18.20	18.89
	Noon/DPPF Ass't	13.76	13.99	14.28	14.50	14.69	15.22	15.41	15.68	15.88	16.17	16.35	17.03
ESL Assistants	ESL Assistants	17.76	18.21	18.51	18.95	19.26	19.67	20.04	20.39	20.74	21.18	21.73	22.42
Special Education	Educational Tech - SBH	20.85	20.96	21.23	21.38	21.61	21.85	22.05	22.21	22.46	22.87	23.09	23.80
	Special Ed. Ass't. I - OH	17.76	18.21	18.51	18.95	19.26	19.67	20.04	20.39	20.74	21.18	21.73	22.42
	Special Ed. Ass't. II - Ortho	14.69	14.99	15.41	15.73	16.23	16.52	16.86	17.26	17.61	17.98	18.53	19.24
Maintenance	Maintenance Foreman	22.51	22.86	23.20	23.53	23.91	24.23	24.60	24.92	25.20	25.57	25.91	26.30
	General Maintenance/Receiving	19.46	19.80	19.98	20.35	20.57	20.91	21.23	21.54	21.85	22.11	22.64	23.36
Other Support Personnel	Library Technician	20.85	20.96	21.23	21.38	21.61	21.85	22.05	22.21	22.46	22.87	23.09	23.80
	Document Technician I	15.14	15.64	16.13	16.60	17.08	17.59	18.08	18.53	19.02	19.52	19.96	20.57
	Document Technician II	13.63	14.05	14.50	14.91	15.33	15.69	16.18	16.63	17.15	17.61	18.20	18.89
Computer Technician	Computer Maint. Tech.	18.89	19.23	19.39	19.79	19.97	20.33	20.62	20.96	21.27	21.53	22.06	22.79

EXHIBIT G – North Olmsted City Schools

Hourly Rate - Classified Staff - Effective August 1, 2014

Classification Series	Classification	1	2	3	4	5	6	7	8	9	10	11	12
Secretarial	Administrative Sec'y	15.79	16.27	16.69	17.15	17.59	18.05	18.51	18.95	19.48	19.94	20.56	21.29
	Secretary I	15.26	15.63	16.27	16.69	17.15	17.63	18.06	18.53	19.05	19.59	20.23	20.89
Custodial	Head Cust./Sec.	22.51	22.90	23.08	23.43	23.59	23.96	24.30	24.54	24.82	25.18	25.66	26.31
	Head Cust./Elem.	19.84	20.19	20.37	20.75	20.97	21.32	21.64	21.96	22.28	22.54	23.08	23.82
	Head Night Custodian	18.89	19.20	19.48	19.69	20.01	20.29	20.58	20.88	21.28	21.60	22.04	22.71
	Custodian	17.26	17.54	17.91	18.17	18.52	18.90	19.22	19.58	19.94	20.19	20.73	21.37
	Grounds Attendant	17.15	17.48	17.67	18.05	18.45	18.71	19.02	19.26	19.53	19.82	20.04	20.79
Transportation	Head Mechanic I	23.43	23.73	24.00	24.42	24.81	25.07	25.37	25.77	26.17	26.43	26.96	27.64
	Bus Mechanic II	21.32	21.59	21.81	22.17	22.51	22.80	23.02	23.43	23.81	24.02	24.49	25.17
	Bus Operator	18.45	18.70	18.90	19.18	19.48	19.75	20.01	20.31	20.58	20.88	21.32	21.99
	Bus Aide	14.62	14.93	15.35	15.69	16.19	16.49	16.83	17.26	17.59	17.98	18.55	19.26
Food Service	Head Cook	12.93	13.41	13.71	14.19	14.57	15.06	15.61	16.01	16.40	16.78	17.18	17.62
	Asstistant Head Cook	10.61	10.99	11.12	11.56	11.80	12.16	12.52	12.79	13.09	13.32	13.61	14.11
	Food Serv. Ass't I	10.33	10.58	10.77	11.06	11.32	11.61	11.97	12.21	12.50	12.69	12.90	13.50
	Food Serv. Ass't II	10.21	10.38	10.56	10.76	10.92	11.08	11.42	11.64	11.77	11.97	12.17	12.63
Food Service Support	Truck Driver	12.93	13.41	13.71	14.19	14.57	15.06	15.61	16.01	16.40	16.78	17.18	17.62
Regular Educational Assistants	Media I	15.32	15.78	16.09	16.55	16.85	17.29	17.67	18.01	18.35	18.82	19.38	20.07
	Media II	14.99	15.45	15.77	16.19	16.55	16.94	17.33	17.69	18.02	18.47	19.03	19.73
	Educational Ass't I	14.98	15.44	15.74	16.18	16.50	16.92	17.30	17.67	18.01	18.45	19.02	19.72
	Educational Ass't II	14.62	14.93	15.35	15.69	16.19	16.49	16.83	17.26	17.59	17.98	18.55	19.26
	Noon/DPPF Ass't	14.03	14.26	14.56	14.78	14.98	15.52	15.71	15.99	16.19	16.49	16.67	17.36
ESL Assistants	ESL Assistants	18.11	18.57	18.87	19.32	19.64	20.05	20.43	20.79	21.14	21.59	22.15	22.86
Special Education	Educational Tech - SBH	21.26	21.37	21.64	21.80	22.03	22.28	22.48	22.64	22.90	23.32	23.54	24.26
	Special Ed. Ass't. I - OH	18.11	18.57	18.87	19.32	19.64	20.05	20.43	20.79	21.14	21.59	22.15	22.86
	Special Ed. Ass't. II - Ortho	14.98	15.28	15.71	16.04	16.55	16.84	17.19	17.60	17.95	18.33	18.89	19.62
Maintenance	Maintenance Foreman	22.95	23.31	23.65	23.99	24.38	24.70	25.08	25.41	25.69	26.07	26.42	26.81
	General Maintenance/Receiving	19.84	20.19	20.37	20.75	20.97	21.32	21.64	21.96	22.28	22.54	23.08	23.82
Other Support Personnel	Library Technician	21.26	21.37	21.64	21.80	22.03	22.28	22.48	22.64	22.90	23.32	23.54	24.26
	Document Technician I	15.44	15.94	16.44	16.92	17.41	17.93	18.43	18.89	19.39	19.90	20.35	20.97
	Document Technician II	13.90	14.32	14.78	15.20	15.63	16.00	16.50	16.95	17.48	17.95	18.55	19.26
Computer Technician	Computer Maint. Tech.	19.26	19.60	19.77	20.18	20.36	20.73	21.02	21.37	21.68	21.95	22.49	23.23

EXHIBIT G – North Olmsted City Schools

Hourly Rate - Classified Staff - Effective August 1, 2015

Classification Series	Classification	1	2	3	4	5	6	7	8	9	10	11	12
Secretarial	Administrative Sec'y	16.07	16.55	16.98	17.45	17.90	18.37	18.83	19.28	19.82	20.29	20.92	21.66
	Secretary I	15.53	15.90	16.55	16.98	17.45	17.94	18.38	18.85	19.38	19.93	20.58	21.26
Custodial	Head Cust./Sec.	22.90	23.30	23.48	23.84	24.00	24.38	24.73	24.97	25.25	25.62	26.11	26.77
	Head Cust./Elem.	20.19	20.54	20.73	21.11	21.34	21.69	22.02	22.34	22.67	22.93	23.48	24.24
	Head Night Custodian	19.22	19.54	19.82	20.03	20.36	20.65	20.94	21.25	21.65	21.98	22.43	23.11
	Custodian	17.56	17.85	18.22	18.49	18.84	19.23	19.56	19.92	20.29	20.54	21.09	21.74
	Grounds Attendant	17.45	17.79	17.98	18.37	18.77	19.04	19.35	19.60	19.87	20.17	20.39	21.15
Transportation	Head Mechanic I	23.84	24.15	24.42	24.85	25.24	25.51	25.81	26.22	26.63	26.89	27.43	28.12
	Bus Mechanic II	21.69	21.97	22.19	22.56	22.90	23.20	23.42	23.84	24.23	24.44	24.92	25.61
	Bus Operator	18.77	19.03	19.23	19.52	19.82	20.10	20.36	20.67	20.94	21.25	21.69	22.37
	Bus Aide	14.88	15.19	15.62	15.96	16.47	16.78	17.12	17.56	17.90	18.29	18.87	19.60
Food Service	Head Cook	13.16	13.64	13.95	14.44	14.82	15.32	15.88	16.29	16.69	17.07	17.48	17.93
	Asstistant Head Cook	10.80	11.18	11.31	11.76	12.01	12.37	12.74	13.01	13.32	13.55	13.85	14.36
	Food Serv. Ass't I	10.51	10.77	10.96	11.25	11.52	11.81	12.18	12.42	12.72	12.91	13.13	13.74
	Food Serv. Ass't II	10.39	10.56	10.74	10.95	11.11	11.27	11.62	11.84	11.98	12.18	12.38	12.85
Food Service Support	Truck Driver	13.16	13.64	13.95	14.44	14.82	15.32	15.88	16.29	16.69	17.07	17.48	17.93
Regular Educational Assistants	Media I	15.59	16.06	16.37	16.84	17.14	17.59	17.98	18.33	18.67	19.15	19.72	20.42
	Media II	15.25	15.72	16.05	16.47	16.84	17.24	17.63	18.00	18.34	18.79	19.36	20.08
	Educational Ass't I	15.24	15.71	16.02	16.46	16.79	17.22	17.60	17.98	18.33	18.77	19.35	20.07
	Educational Ass't II	14.88	15.19	15.62	15.96	16.47	16.78	17.12	17.56	17.90	18.29	18.87	19.60
	Noon/DPPF Ass't	14.28	14.51	14.81	15.04	15.24	15.79	15.98	16.27	16.47	16.78	16.96	17.66
ESL Assistants	ESL Assistants	18.43	18.89	19.20	19.66	19.98	20.40	20.79	21.15	21.51	21.97	22.54	23.26
Special Education	Educational Tech - SBH	21.63	21.74	22.02	22.18	22.42	22.67	22.87	23.04	23.30	23.73	23.95	24.68
	Special Ed. Ass't. I - OH	18.43	18.89	19.20	19.66	19.98	20.40	20.79	21.15	21.51	21.97	22.54	23.26
	Special Ed. Ass't. II - Ortho	15.24	15.55	15.98	16.32	16.84	17.13	17.49	17.91	18.26	18.65	19.22	19.96
Maintenance	Maintenance Foreman	23.35	23.72	24.06	24.41	24.81	25.13	25.52	25.85	26.14	26.53	26.88	27.28
	General Maintenance/Receiving	20.19	20.54	20.73	21.11	21.34	21.69	22.02	22.34	22.67	22.93	23.48	24.24
Other Support Personnel	Library Technician	21.63	21.74	22.02	22.18	22.42	22.67	22.87	23.04	23.30	23.73	23.95	24.68
	Document Technician I	15.71	16.22	16.73	17.22	17.71	18.24	18.75	19.22	19.73	20.25	20.71	21.34
	Document Technician II	14.14	14.57	15.04	15.47	15.90	16.28	16.79	17.25	17.79	18.26	18.87	19.60
Computer Technician	Computer Maint. Tech.	19.60	19.94	20.12	20.53	20.72	21.09	21.39	21.74	22.06	22.33	22.88	23.64

NORTH OLMSTED CITY SCHOOLS

Scheduled Work Days

<u>Number of Work Days</u>	<u>Positions</u>	<u>Days to Work</u>
84 Days	Educational Assistant II (Aimsweb)	84 Student Days
108 Days	Education Assistant I (St. Brendan's)	106 Student Days 1 Convocation Day 1 Teacher/Clerical Day
155 Days	Pre-School OH Aides	146 Student Days (M. – R.) 7 Holidays 1 Convocation Day 1 Conference Day
174 Days	Food Service Assistant I (St. Brendan's)	164 Student Days 7 Holidays 1 Convocation Day 1 Start Up Day 1 Clean Up Day
186 Days	Bus Drivers & Bus Attendants Food Service Assistants I (H.S.) Assistant Head Cook (H.S.) Noon Assistants (Grades K-8) Special Ed. Assistant II/Ortho	178 Student Days 7 Holidays 1 Convocation Day
187 Days	Educational Assistant II (M.S.) Educational Assistant I (St. Richard's) Educational Assistant II Media II (Elementary)	178 Student Days 7 Holidays 1 Convocation Day 1 Teacher/Clerical Day
188 Days	Noon Aides (H.S.) Special Ed. Assistant I/OH ESL Assistants	178 Student Days 7 Holidays 1 Convocation Day 2 Conference Days

<u>Number of Work Days</u>	<u>Positions</u>	<u>Days to Work</u>
188 Days	Food Service Assistant I (other than H.S.) Assistant Head Cook (M.S. & C.K.) Food Service Assistant II	178 Student Days 7 Holidays 1 Convocation Day 1 Start Up Day 1 Clean Up Day
189 Days	Educational Assistant II (H.S.) Secretary (M.S. Attendance) Media II (HS/MS) Grounds Attendant (H.S.)	178 Student Days 7 Holidays 1 Convocation Day 1 Teacher/Clerical Day 2 Conference Days
190 Days	Head Cook	178 Student Days 7 Holidays 1 Convocation Day 2 Start Up Days 2 Clean Up Days
191 Days	Secretary (H.S. Attendance) Educational Technicians	178 Student Days 7 Holidays 1 Convocation Day 2 Conference Days 2 Teacher In-Service Days 1 Teacher/Clerical Day
192 Days	Secretary (Sub Caller)	178 Student Days 7 Holidays 1 Convocation Day 2 Conference Days 2 Teacher In-Service Days 1 Day Before 1 Day After

<u>Number of Work Days</u>	<u>Positions</u>	<u>Days to Work</u>
192 Days	Delivery Driver	178 Student Days 7 Holidays 1 Convocation Day 4 Start Up Days 2 Clean Up days
193 Days	Duplicating Operator II	178 Student Days 7 Holidays 1 Convocation Day 2 Conference Days 2 Teacher In-Service Days 2 Days Before 1 Day After
199 Days	Secretary (H.S. Student Services)	178 Student Days 7 Holidays 1 Convocation Day 2 Conference Days 1 Teacher/Clerical Day 5 Days Before 5 Days After
201 Days	Library Technician Secretary (H.S./M.S. Guidance) Educational Assistants I Media I (Elementary/M.S.) Secretary (Food Service)	178 Student Days 7 Holidays 1 Convocation Day 2 Conference Days 2 Teacher In-Service Days 1 Teacher/Clerical Day 5 Days Before 5 Days After

<u>Number of Work Days</u>	<u>Positions</u>	<u>Days to Work</u>
206 Days	Administrative Secretary (Elementary) Secretary (M.S. & H.S.) Media I (H.S.)	178 Student Days 7 Holidays 1 Convocation Day 2 Conference Days 2 Teacher In-Service Days 1 Teacher/Clerical Day 10 Days Before 5 Days After
211 Days	Administrative Secretary (Pupil Services) Secretary (H.S. Bursar & Athletics) Duplicating Operator I	178 Student Days 7 Holidays 1 Convocation Day 2 Conference Days 2 Teacher In-Service Days 1 Teacher/Clerical Day 10 Days Before 10 Days After

Classified staff members being paid for the two conference days need to work the four evenings that are scheduled for parent/teacher conferences or else they will not be paid for the Wednesday before Thanksgiving or the day scheduled off in February.

412 CERTIFICATE OF FUNDS

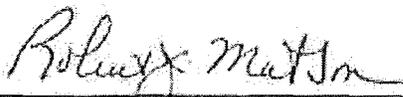
Re: Resolution #12-71 – Resolution for the Collective Bargaining Agreement with Ohio Association of Public School Employees (O.A.P.S.E.) effective 8/01/2012.

I, the undersigned Treasurer of the Board of Education of the North Olmsted City School District, certify that the amount required to meet the obligations of the Board during the current fiscal year ending June 30, 2013 under the attached wage or salary schedule has been lawfully appropriated by the Board for such purposes and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

We, the undersigned Treasurer and President of the Board of Education of the North Olmsted City School District, Ohio, and the Superintendent of Schools of the North Olmsted City School District, Ohio, hereby certify that the District has in effect for the term of that schedule the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the applicable succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.412 (and 5705.44, if applicable) and 5705.412 of the Revised Code.

Dated: 12/06/12



Robert J. Matson, Treasurer



Thomas Herbst, President



R. Terry Krivak, Superintendent

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