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SETTLEMENT AGREEMENT

BETWEEN

THE GRANDVIEW HEIGHTS
BOARD OF EDUCATION

AND

THE GRANDVIEW HEIGHTS
EDUCATIONAL SUPPORT STAFF
ASSOCIATION

EFFECTIVE

July 1, 2016

through

June 30, 2018

GRANDVIEW HEIGHTS EDUCATIONAL SUPPORT STAFF ASSOCIATION NEGOTIATED AGREEMENT

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GRIEVANCE FORM ..... APPENDIX A

ARTICLE I - *PREAMBLE*

A. Recognition

The Grandview Heights Board of Education (hereinafter referred to as the "Board") hereby recognizes the Grandview Heights Educational Support Staff Association (hereinafter referred to as the "Association"), an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive representative for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.

B. Bargaining Unit

The Bargaining Unit shall consist of all full and part-time non-certified employees including custodial, maintenance, paraprofessionals, groundskeepers, food service, secretaries, accounting clerks, occupational therapy assistants, oral interpreter, technology and network specialist, and data and student services coordinator.

Excluded from the bargaining unit shall be child care/pre-school director, treasurer, secretary to the superintendent, director of food service, assistant to the treasurer, casual subs, childcare personnel/pre-school personnel, and all certificated employees.

C. Employee Rights

All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this contract unless otherwise specified. This provision does not provide the basis of a grievance for alleged violations of other sections of this Agreement.

ARTICLE II - *COLLECTIVE BARGAINING*

A. Scope of Bargaining/Negotiations Procedures

1. Article I - Recognition constitutes an agreement to attempt to reach mutual understandings and agreement regarding matters of salary, hours, terms, and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

2. The Board and the GHESSA agree to negotiate in good faith. Good faith requires the parties to be willing to meet at reasonable times and places and to be willing to react to each other's proposals. If a proposal is unacceptable, the other party is obligated to give its reasons and/or counter proposals. Nothing in this Agreement shall compel either party to agree to a proposal or make a concession.

B. Procedures

1. The Board and the GHESSA shall each designate a bargaining team of up to six (6) members, including consultants. Each bargaining team shall identify one chief spokesperson. The teams shall have the necessary power and authority to conduct negotiations. All bargaining shall be conducted exclusively between the teams.

2. From March 1 to and including April 1 prior to the expiration date of this agreement, either party may notify the other in writing of a desire to commence bargaining. Unless mutually agreed otherwise, a meeting shall be scheduled within fifteen (15) calendar days.

   The window may be waived by consent of both the Board and the GHESSA.

3. Necessary subsequent meetings shall be held at time and places mutually agreed to by the parties. All negotiations are to be completed within forty -five (45) calendar days, unless mutually agreed otherwise.

4. Either team may request a caucus of up to thirty (30) minutes during negotiations.

5. Prior to and during the period of bargaining, each party will provide the other, upon request, all regularly and routinely prepared information concerning issues under consideration.

6. Negotiations between parties shall remain confidential, except the teams may provide updates to their respective constituents.

7. The bargaining teams shall have the authority to indicate non-binding tentative agreement. When tentative agreement has been reached on all items which have not been dropped by mutual consent the items shall be reduced to writing to the GHESSA and then to the Board for approval. Following approval, the agreement shall be binding on both parties.

8. If agreement is not reached within forty-five (45) calendar days of the first collective bargaining meeting in lieu of requesting the State Employment Relations Board (SERB) to intervene as provided in Section 4117.14 (C) (2), the parties agree to submit a joint written request to the Federal Mediation Conciliation Service (FMCS) or a mediator to assist the parties. Upon mutual agreement, the parties may request mediation from an

alternate mediation service. Nothing herein shall prevent the parties from mutually agreeing to continue negotiations without mediation assistance. The expense of using the mediator, if any, will be shared equally by the parties.

9. The GHESSA and the Board agree an alternative bargaining procedure may be used.

C. Complete Agreement/Savings Clause

1. The Board and the GHESSA agree that this Agreement constitutes the entire Agreement between them for the period of time indicated.

2. The terms of this Agreement are binding upon both parties and may not be changed by either party without the agreement of the other.

3. Any section of this Agreement found contrary to law shall be deemed invalid except to the extent permitted by law. All other provisions shall continue in full force and effect. If a change in any law renders any section of this Agreement invalid, renegotiations shall occur, provided the Board and the GHESSA agree to renegotiate the section.

D. Continuity of Operations

The GHESSA and the Board recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year. The GHESSA and the Board further recognize the desirability of avoiding disputes which would threaten such operation. Accordingly, the Board agrees to honor the terms of this Agreement, and the GHESSA agrees that it will not, during the period of this Agreement, engage in, assist in any way, a work stoppage, strike, slowdown, or other concerted refusal to perform contracted services.

ARTICLE III - *GRIEVANCE PROCEDURE*

During the course of this Agreement, problems may arise concerning the interpretation or application of the provisions of this Agreement. When such problems arise, an attempt should be made to settle them informally by the principal or immediate supervisor and the employee or employees involved. A problem which cannot be resolved informally will be processed as a grievance. All days referred to as "days" within this Article shall be interpreted to mean calendar weekdays, excluding holidays. During all grievance processes, neither the Board of Education/Administration nor the GHESSA will make official or unofficial statements to the media about any unresolved grievance(s).

Process

A. A grievant may be a member, a group of bargaining unit members, or GHESSA.

B. Unless part of a settlement or by direction of an arbitrator's award, no grievance form(s), record, document, or communication arising from a grievance shall be placed in the personnel file of any participant involved in the use of this grievance procedure.

Procedure

Step 1

A. Within fifteen (15) days of the occurrence of the problem in question, a written grievance shall be filed with the building principal. See Appendix A. The principal shall meet with the aggrieved party within five (5) days of the receipt of the written grievance. Within five (5) days of this meeting, the principal shall deliver to the aggrieved party a written statement in response to the grievance.

Step 2

B. If the grievance is not satisfactorily resolved at Step 1, the aggrieved party may submit a copy of the written grievance to the Superintendent of Schools not later than five (5) days after receipt of the answer under Step 1. The Superintendent of Schools shall meet with the aggrieved party within five (5) days and shall deliver to the aggrieved party a written statement of position not later than five (5) days after such meeting.

Step 3

C. If the grievance is not satisfactorily resolved at Step 2, it may be appealed according to the following procedures:

   a. Grievances regarding an alleged violation, misapplication, or misinterpretation of a specific item of this Agreement may be appealed to binding arbitration by the Association within (five) days of the receipt of the Superintendent's decision.

      a) An arbitrator shall be selected by the parties within fifteen (15) days of the written appeal by using the voluntary rules of the American Arbitration Association.

      b) The arbitrator shall be empowered only to base his decision upon some specific Article and Section of this Agreement and shall have no power to add to, subtract from, or modify this Agreement by implication or otherwise.

      c) The decision of the arbitrator, if rendered within and in accordance with the above stated power, shall be final and binding on the GHESSA, its members, and

the Board.

d) Arbitrator's Decision - There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the GHESSA, its members, the employee or employees involved, and the Board.

e) Cost of Arbitration - The fees and expenses of the arbitrator shall borne equally by both parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

f) A bargaining unit member of choice may be used by a grievant at all levels of the disciplinary and/or grievance procedures as a representative.

g) No reprisal shall be made against any party involved in the use of this procedure.

h) A grievance may be withdrawn at any level without prejudice.

i) The time limits specified at each step may be extended by written agreement which includes email correspondence.

j) If a decision on a grievance is not appealed within the time limits specified at any step of this procedure, the grievance shall be considered waived.

k) Failure at any step of these procedures to conduct a meeting or to communicate a decision of the grievance within the specific time limits automatically entitles the grievant to proceed to the next level unless the time limits have been mutually extended.

ARTICLE IV - *ASSOCIATION RIGHTS*

A. Association Rights

The GHESSA shall have the right to:

1. Use school buildings at all reasonable hours for meetings. Permission of the principal or his/her designee shall be required. Such permission shall not be withheld unreasonably.

2. Use school equipment, including typewriters, duplicating equipment, calculating machines, computers, word processors, and audio-visual equipment at reasonable times when such equipment is not in use and in compliance with the District Technology Acceptable Use Policy. No equipment shall be removed from school property without approval by the principal. The GHESSA will pay for any damage, loss, or theft of borrowed property.

3. Use inter-school mail facilities. Permission of the principal shall be required. Such permission shall not be withheld unreasonably.

4. Use space on an appropriate bulletin board in each school building. The location of such bulletin boards shall be agreed upon mutually by the GHESSA and the Principal.

5. Store paper and supplies, purchased by the Association, in convenient locations. The GHESSA agrees to reimburse the Board for photocopy costs at the normal rate.

6. The Board agrees to furnish the GHESSA with a current roster of its employed personnel with addresses, one copy of agendas and minutes of all public Board meetings, and to make available such other public information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs.

7. A labor/management meeting may be requested by the Association President or Superintendent when necessary.

B. Non-Discrimination

The policies and practices of the Board and the Association shall be applied without regard to race, color, national origin, sex, marital status, disability, religion, ancestry, military status, sexual orientation or age. No employee shall be discriminated against because of membership or non-membership in the Association nor for participation in Association activities.

C. Win-Win Committee

The Win-Win Committee exists to facilitate an ongoing collaborative process with the GHESSA and the Board of Education.

1. The committee will address issues or concerns related to practice or procedure, including professional development. The committee will not address discipline issues or grievable issues, circumvent the contract negotiation process, or set policy. Any support staff member or administrator may bring an item of discussion to the Win-Win Committee.

2. Membership of the committee will consist of the GHESSA president, the superintendent of schools, three members of the GHESSA, and three administrators. The GHESSA will be responsible to select support staff members and the superintendent will be responsible to select administrative members. An attempt will be made to represent all groups and buildings.

3. Members of the Win-Win Committee will serve for a two-year period beginning in September. Terms will be staggered to promote continuity of membership on the committee. Regular meetings of the committee will be held once per quarter during the school year on days and times agreed upon by the committee members. Special meetings may be called by the GHESSA president or the superintendent of schools.

4. A yearly stipend of $150 will be paid to GHESSA members serving on the committee and $300 for the GHESSA president.

D. Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non -members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan, political, or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Schedule of Deductions

a) All Fair Share Fee Payers

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

1) Sixty (60) days employment in a bargaining unit position which shall be the required probationary period or

2) January 15th

b) Upon termination of membership during the membership year, the Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

3. Transmittal of Deductions

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

4. Procedure for Rebate

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

5. Entitlement to Rebate

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

6. Indemnification of Employer

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

a) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

b) The Association shall reserve the right to designate counsel to represent and defend the Employer;

c) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

d) The Board acted in good faith compliance with the fair share fee provision of this contract; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

E. Association Leave

From time to time, it becomes necessary for Association leadership to fulfill their roles during the school day. In such instances, the president or his/her designee may or may not be granted up to one (1) day per year of release time by the Superintendent.

ARTICLE V - *COMPLAINT PROCEDURE*

When a complaint is made by the parent of a student or any other member of the public concerning a staff member's conduct, service, character, personality, or other reason, to a Board member, central office administrator, building principal, or other supervisor, without having first met with the staff member, the following procedure shall be followed:

A. If the complaint is reported to the building principal or supervisor, he/she will determine the validity and/or seriousness of the complaint. The principal or supervisor shall determine if the complaint should be disregarded or brought to the attention of the staff member at that time.

B. If the complaint is referred to the staff member, he/she will be given the opportunity to discuss the details of the situation with his/her principal or supervisor. Prior to any directive, oral or written, being given to a staff member, the staff member has the right to request and receive the identity/source of the complaint.

C. If the complaint is not discussed with the staff member, then such complaint shall be disregarded and may not be used in any subsequent conference, evaluation, or other assessment of the staff member involved.

D. Nothing in this procedure limits or restricts the authority of the administration or Board to investigate professional misconduct and to make determinations or take actions based on the administration's investigation.

E. The failure to identify a person making a complaint shall not prevent the Board of Education or its representative from reporting instances of alleged bullying or suspected abuse or satisfy any other reporting obligation upon a school district or its representatives by law or regulation.

ARTICLE VI - *DISCIPLINE*

During the course of this agreement, problems may arise that could lead to disciplinary action. The parties to this agreement believe that most of these problems are best initially resolved informally between the supervisor and the employee.

A. When necessary, discipline shall be imposed on probationary and non-probationary employees for just cause. Forms of disciplinary action are:

   1. Documented warning.

   2. Written reprimand.

   3. Suspension without pay for a definite period of time.

   4. Suspension without pay for an indefinite time period pending a probably removal.

   5. Termination.

B. Grounds for disciplinary action include: violation of written rules and regulations of the Board, incompetency, inefficiency, dishonesty, drunkenness, substance abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, misfeasance, malfeasance, or nonfeasance.

C. Discipline shall be progressive in nature. If the employee has not been disciplined for three years, the progression shall start over at the lowest appropriate level considering the seriousness of the offense. The seriousness and nature of a violation; the employee's record of discipline, performance, and conduct; and length of service in the district will be among the factors taken into account when the Superintendent/designee determines what form of discipline will be imposed. Nothing herein shall preclude the Board from terminating a limited or continuing contract employee at any time for serious misconduct.

D. Supervisors should attempt to discipline employees in as much privacy as is reasonable under the circumstances. If it is determined that an employee will receive a written reprimand, the reprimand will be provided by the immediate supervisor or Superintendent.

E. When the Superintendent or Board seeks imposition of a suspension or termination, notice of such discipline shall be made in writing and served in person or by mail upon the employee not less than forty-eight (48) hours prior to the hearing. The notice shall indicate:

   1. The charge(s) against the employee.

   2. The proposed penalty.

   3. The right to representation by a union steward and/or Association Representative.

F. Short-term suspensions for a definite period of time (three [3] days or less) shall be effectuated by the Superintendent. These forms of discipline do not require any Board action. At the hearing before the Superintendent, the employee will be given opportunity to give his/her explanation of the violation(s), and the Superintendent will explain the Administration's evidence. After the hearing, the employee will be given the Superintendent's written decision

regarding the discipline, either in person or by certified mail and a copy to the association president.

G. Issuance of longer-term suspensions (for a definite period of time that is greater than three [3] days or for an indefinite time period pending probable removal) and terminations shall be effectuated by the Superintendent with later formal Board action. At the hearing before the Superintendent, the employee will be given an opportunity to give his/her explanation of the violation(s), and the Superintendent will explain the Administration's evidence. After the hearing, the employee will be given the Superintendent's written recommendation regarding the discipline, either in person or by certified mail and a copy to the association president. The recommended discipline will be instituted pending final review by the Board.

   At the next scheduled Board meeting, the employee will be given the opportunity to appear informally before the Board to explain why the Superintendent's recommendation should not be followed. The Superintendent will explain his/her evidence to the Board. Both the employee and Superintendent may address the Board while in executive session. The Board, by majority vote, will render its decision to accept, reject, or modify the Superintendent's recommended discipline. The Board's written disciplinary decisions will be served upon the employee either in person or by certified mail and a copy to the association president.

H. Suspensions and terminations are grievable through all three (3) levels of the grievance procedure. A documented warning and a written reprimand may be grieved only through Levels One and Two of the grievance procedure, i.e., a documented warning and a written reprimand cannot be grieved to Level Three, Arbitration. A staff member may attach a written rebuttal to any and all forms of disciplinary actions.

I. To the extent permitted by law, an employee must exhaust the grievance procedure regarding disciplinary actions before pursuing other relief.

J. An employee may request the presence of an Association Representative at an investigatory interview conducted by the employer if the employee reasonably believes that such interview might result in disciplinary action. This provision does not apply to routine supervisory conferences or informational requests from supervisors. Should the State Employment Relations Board determine in the future that the above-mentioned "Weingarten" right does not apply in Ohio's public sector, this provision is deemed void and shall be dropped from the Agreement.

ARTICLE VII - *CHEMICAL DEPENDENCE POLICY*

The Grandview Heights City School District recognizes that chemical abuse (drugs, alcohol) can result in a primary disease which is progressive, chronic, and fatal if left untreated. This illness, which is not curable but is treatable, can affect any group or age.

1. Chemical abuse by staff members may result in problems which interfere with the school's ability to promote an effective and safe learning environment; therefore, the school district shares in the responsibility of intervening with employees who abuse chemicals.

2. District employees who are diagnosed as having an illness resulting from chemical abuse shall receive the same consideration and opportunity for treatment that is extended to employees with other types of illnesses. For purposes of this policy, this illness is defined as one in which an employee's consumption of mood altering chemicals interferes with job performance or adversely affect health. On the basis of professional diagnosis, employees who have this illness and who receive fringe benefits shall qualify for employee benefits covered in group health and medical insurance policies.

3. If the employee refuses to accept diagnosis and/or treatment or fails to respond to treatment and job performance or health continues to be affected, the supervising administrator(s) will initiate action deemed appropriate. Implementation of this policy will not require or result in any special regulations, privileges, or exemptions from the standard administrative practice application to job performance requirements.

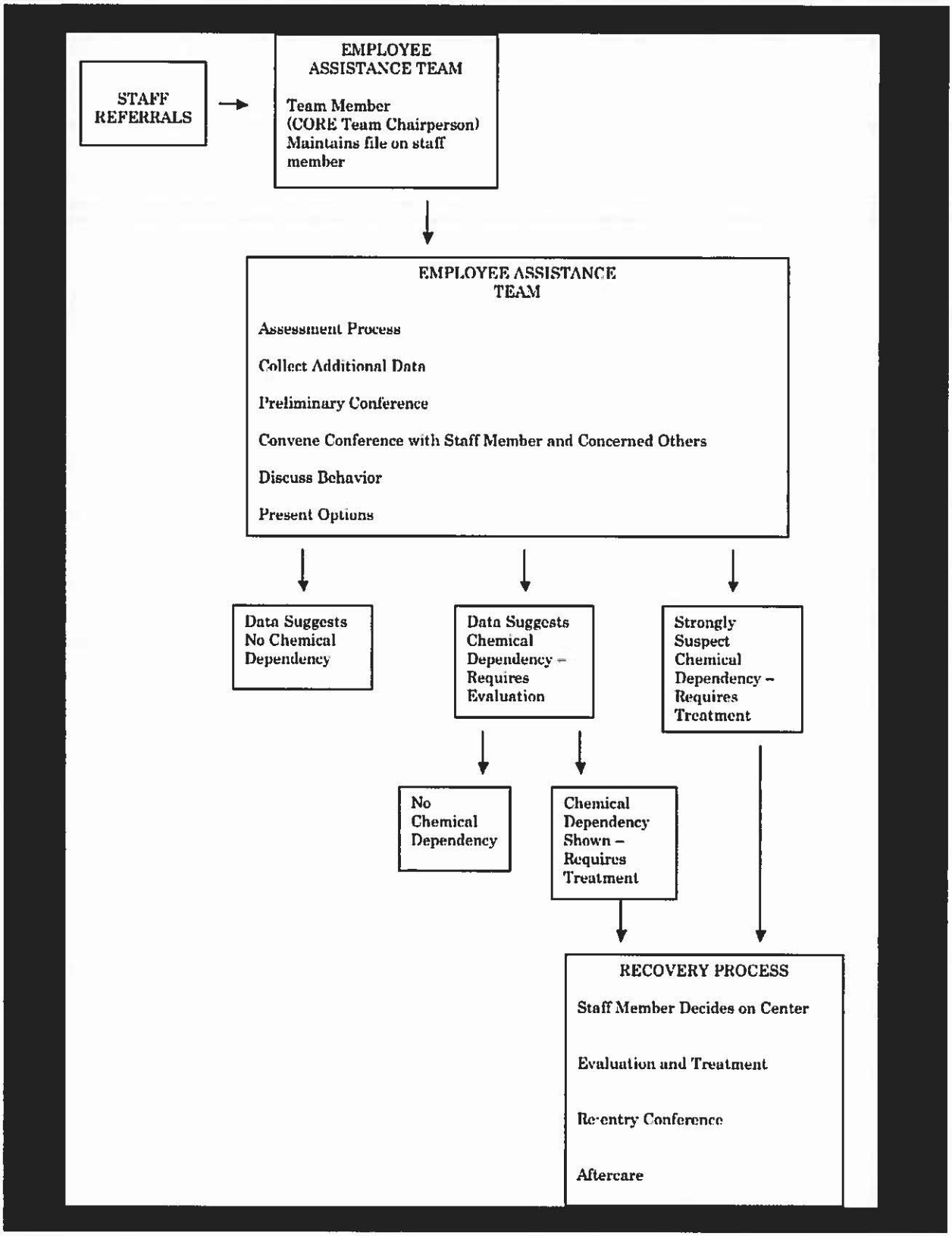
4. Supervisors will implement this policy in such a manner that an employee's chemical dependency problem or request for treatment will not affect job security or promotional opportunity.

5. The confidential nature of any records of employees shall be preserved in the same manner as for all other medical records.

EMPLOYEE ASSISTANCE TEAM PROCEDURES FOR STAFF MEMBERS:

A concerned person can refer another staff member to the Employee Assistance Team. The Chairperson will take the information to the Employee Assistance Team for further study. It is the task of the Employee Assistance Team to gather information for further recommendation or action.

If the Employee Assistance Team determines a need for testing for chemical dependency and the employee refuses or is assessed positive for chemical dependence and refuses assistance, then the record of data gathered may be turned over to the employee's principal for review and possible disciplinary action.


STAFF REFERRALS
EMPLOYEE ASSISTANCE TEAM
Team Member (CORE Team Chairperson) Maintains file on staff member
EMPLOYEE ASSISTANCE TEAM
Assessment Process
Collect Additional Data
Preliminary Conference
Convene Conference with Staff Member and Concerned Others
Discuss Behavior
Present Options
Data Suggests No Chemical Dependency
Data Suggests Chemical Dependency – Requires Evaluation
Strongly Suspect Chemical Dependency – Requires Treatment
No Chemical Dependency
Chemical Dependency Shown – Requires Treatment
RECOVERY PROCESS
Staff Member Decides on Center
Evaluation and Treatment
Re-entry Conference
Aftercare

ARTICLE VIII - *PAID LEAVES*

A. Assault Leave

1. An employee who must be absent due to disability resulting from an unprovoked or unjustified assault on such employee which occurs in the course of Board employment or in attendance at a school-sponsored function shall be granted Assault Leave providing all of the standards in Section B below are met. Full pay status (days not charged to Sick Leave) under Assault Leave shall be granted up to a maximum of ten (10) days of said disability. At the end of the ten (10) working days, the employee may at his/her option use Sick Leave or receive worker's compensation (if eligible) for the period of the disability.

2. An employee requesting Assault Leave will complete and submit to the Superintendent a form which shall include the following:

   a) Date and time of occurrence.

   b) Identification of the individual or individuals causing the assault (if known).

   c) Facts and circumstances surrounding the assault.

   d) A certificate from a licensed physician describing the nature of injury sustained causing absence.

   e) A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assaulter(s).

   f) Signature of the assaulted employee.

3. A disability resulting from assault shall terminate when the employee can return to the assignment held prior to the disability, or the employee becomes eligible and takes disability retirement provided under the provisions of the retirement program.

4. An employee disabled as a result of assault will be returned to the same position held at the time of the incident whenever possible. If the employee desires another position, such selection shall be in accordance with the established transfer procedure.

B. Association Leave

From time to time, it becomes necessary for association leadership to fulfill their roles during the school day. In such instances, the President or his/her designee may or may not be granted release time by the Superintendent so long as the individual is fulfilling his/her role. The Association agrees to provide the Board with a list of local officers and representatives and the positions held. The Association agrees to keep the list current.

C. Personal Leave

1. Classified staff shall accrue personal leave days at the rate of three (3) days per year. Classified staff shall be permitted to use up to three (3) personal leave days per year. A request must be submitted by the staff member to the superintendent through the District's automatic absence reporting system.

2. The submission of a request for leave of a classified staff member through the District's automatic absence reporting system indicates that they are in compliance with the criteria for personal leave.

3. The following conditions shall apply to the use of personal leave:

   a) Personal leave may be used in ¼ day increments.

   b) Personal leave may not be approved for seeking or engaging in gainful employment.

   c) Personal leave granted the day before or the day following a scheduled holiday or vacation period will be charged at the rate of two days for each day granted. Quarter days will be charged as half days. Half- days will be charged as full days. However, only one day will be charged for major life occurrences (e.g., weddings, funerals and graduations) that occur the day before or after a scheduled holiday or vacation period. The major life occurrence should be pre-approved by the GHESSA building representative and principal.

   d) Requests must be made at least five (5) days in advance of the requested leave. A written request must be submitted either in person or electronically to an immediate supervisor or the superintendent. Failure to respond by either the immediate supervisor or designee within three (3) days of the request indicates that the leave is approved and cannot be revoked. In cases of emergency or extenuating circumstances, the situation must be explained in writing.

4. As of June 30 of each school year, personal leave that has not been utilized by a school employee shall be converted as follows:

   a) Conversion to sick leave of any unused personal leave days beginning July 1 of the upcoming school year.

   b) A stipend check that equals the number of unused personal leave days times seventy-five (75) percent of the bargaining unit member's daily rate.

   The school employee must notify the treasurer's office in writing by June 10 of their desire to exercise the payment option. Payment will be made to the employee no later than October 15 following the conclusion of the school year. If no request is received, personal leave balance will be converted to sick leave.

5. Retiring employees may choose to be compensated for unused personal days in one of two ways:

   a) A stipend check that equals the number of unused personal leave days times one hundred (100) percent of the bargaining unit members daily rate

   b) The conversion of the number of unused personal leave days to sick leave. The retiring employee must make this election as part of his/her written notification of intent to retire to the treasurer. Absent any election by the retiring employee, option A will be utilized.

      In order to be eligible under this provision, the employee must file for retirement benefits with the School Employees Retirement System. The employee must certify

to the Board treasurer the date on which retirement benefits will be started.

D. Sick Leave

Each full-time employee of the Board of Education shall accrue sick leave of one and one-fourth (1 1/4) workdays with pay for each completed calendar month of service unless on approved leave of absence. No employee shall receive credit for more than fifteen (15) days of sick leave in any one year of service and such unused sick leave as earned shall be cumulative.

All employees shall be entitled upon employment to a minimum of five (5) days sick leave credited to the employee at the beginning of the term of service in lieu of accumulated sick leave.

Staff who have accumulated days of sick leave in another district in Ohio or while in service of the state, county, or municipal government in Ohio shall furnish a properly certified record of these days upon employment in this district. This number of unused days of sick leave on such record shall be credited to the employee's accumulated record, provided that such reemployment takes place within ten (10) years of the date of the last termination from public service.

Staff members may "assign" unused sick leave days to any employee who is imminently subject to a loss of compensation because of absence from work due to illness or absences otherwise pertaining to sick leave. The employee requesting the "assigned" days must have fewer than five (5) days in his/her own sick leave accumulation. Written notification of the assignment is encouraged whenever possible in advance of the absence for which the assignment is being made. An employee may receive only as many assigned sick days as immediately needed up to a maximum of twenty (20) days. In extreme circumstances, additional days will be considered by the Superintendent. No salary payment for days of absence under the sick leave provision shall be made to any employee except as provided below:

1. Illness/Injury: For absence of the employee due to personal illness, injury, exposure to contagious disease which could be communicated to other employees or school children, or for illness or injury of an immediate family member of the employee.

   Immediate family is defined as: spouse/partner, children, foster children, stepchildren, parents, stepparents, parents-in-law, brothers, sisters, brother-in-law, sister-in-law, grandparents, grandchildren, step-grandchildren, aunts, uncles, and any other immediate relative at the discretion of the superintendent.

   a) Each employee shall complete the necessary information on the District's automatic absence reporting system to justify the use of sick leave.

   b) If medical attention is required, the employee's statement shall list the name and address of the attending physician and the date(s) when the physician was consulted.

   c) When absence exceeds three (3) consecutive days the building principal or immediate supervisor may request a physician's statement justifying the absence and/or providing a clearance for return.

   d) For each absence beyond the ninth (9th) (non-consecutive) absence in any year (July 1-June 30), a physician's statement justifying the absence may be required by the building principal or immediate supervisor.

2. Maternity and Adoption: The Board recognizes the inherent responsibilities of the onset of parenthood. It further recognizes that in the statutory provisions of the Ohio Revised Code and the Family and Medical Leave Act of 1993, the following avenues are available to employees regarding maternity leave:

   a) A Grandview Heights City Schools employee may use accumulated sick leave during the period. Up to thirty (30) working days of accrued sick leave may be used for this purpose. Eligible use of accumulated sick leaves begins the day after the birth of the child. The spouse may take up to ten (10) working days of accrued sick leave after the birth of a child. In the case of adoption, he or she may use up to ten (10) personal days, unpaid days of leave, or any combination of the two for any travel necessary to pick up the child. Up to twenty (20) days of sick leave may be used after the child's arrival.

   b) Up to thirty working days of additional accrued sick leave may be taken if accompanied by a doctor's statement.

3. Death: For absence of the employee due to a death in the employee's immediate family. Immediate family is defined as: spouse/partner, children, foster children, stepchildren, parents, stepparents, parents-in-law, brothers, sisters, brother-in-law, sister-in-law, grandparents, grandchildren, step-grandchildren, aunts, uncles, and any other immediate relative at the discretion of the Superintendent.

   a) Each employee shall furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave.

   b) When absence exceeds three (3) days, the employee will be responsible for discussing the circumstances necessitating the absence with the building principal or immediate supervisor.

ARTICLE IX - *UNPAID LEAVES*

A. Staff may be granted a maximum of five (5) unpaid leave days per year. This Leave is non-accumulative.

B. The following conditions shall apply to the use of unpaid leave:

1. Except for cases of emergency or extenuating circumstances, written request to the Superintendent at least ten (10) school days in advance.

2. The leave will be granted subject to the school district's ability to provide appropriate substitute personnel, if necessary, during the employee's absence.

3. Salary deductions for unpaid leave will be at the employee's daily rate. Deductions will be taken from the paycheck following the leave.

ARTICLE X - *FAMILY AND MEDICAL LEAVE ACT (1993)*

The Board shall provide leave to eligible employees consistent with the Family and Medical Leave Act provided that such Leave does not diminish the obligation of the Board to comply with any and all provisions of this Collective Bargaining Agreement.

If a husband and wife eligible for Leave are employed by the District, the provisions afforded under FMLA shall-apply.

ARTICLE XI - *CALAMITY DAYS*

A. Calamity Days

A calamity day shall be defined as a day when school is closed because of an act of God or an emergency for such reasons as: inclement weather, flooding, mechanical failure, and construction.

When schools do not open for the morning session because of a calamity, Bargaining Unit Members will not be required to report for work and will be paid their regular rate of pay.

An exception to this would be those Bargaining Unit Members such as maintenance personnel, groundskeepers, and custodians who may be required, by their immediate supervisor, to report to work to combat the calamity conditions, care for the safety of equipment and building, and/or prepare for opening of school. Bargaining Unit Members who are required to work shall be paid their hourly rate plus their hourly rate for all hours required to work on a calamity day.

B. Early Dismissal Because of Calamity

When schools have opened for the morning session and there is an early dismissal because of a calamity, all first (1st) shift Bargaining Unit Members will continue working their regular hours or until their job is secured, the building and/or equipment they work is secured, and all students are returned home safely. The Superintendent or his/her designee will be responsible for releasing first (1st) shift personnel from their job on early dismissal. First (1st) shift personnel will be paid their regular daily rate of pay when they are released early because of early dismissal.

Bargaining Unit Members assigned to second (2nd) shift or third (3rd) shift will report to work as scheduled. The superintendent or his/her designee will notify second (2nd) shift and third (3rd) shift employees if they are not required to report for duty.

Bargaining Unit Members assigned to a second (2nd) shift or third (3rd) shift will be paid their regular daily rate of pay when they are not required to report for work as per this section.

C. County Snow Emergencies

Staff residing in a county under a level three (3) emergency, not permitting non-emergency travel, will not be penalized nor have personal or sick leave deducted for being absent from work.

ARTICLE XII - *INSURANCE*

All classified staff members who are employed at twenty (20) hours or more per week are eligible to participate in the Grandview Heights group insurance plans.

A. Dental Insurance

1. The Board of Education shall pay the cost of dental insurance during the length of this contract.

2. All eligible classified staff members/family members shall have the option to participate in a dental plan with coverage better than, equal to, or substantially equal to the J. Didion Plan 20-Q. The Board shall select the carrier to provide such coverage.

B. Life Insurance

1. The Board shall provide term life insurance for each eligible employee in an equal amount.

2. Effective January 1, 1997, the Board shall provide a $49,000 Term Life Insurance policy for each employee.

3. Employee option to purchase additional term life insurance under this group plan:

   a) Provided 65% of classified staff members elect to participate, additional life insurance may be purchased in the amounts of $5,000 or $20,000 only.

   b) Rate for purchase is dependent upon the employee's age at the time of purchase.

C. Medical Insurance

1. Classified staff members who work at least thirty (30) hours per week shall be eligible for full medical insurance benefits provided by the Board of Education to full-time employees.

2. Insurance Committee - The GHESSA and the Board of Education agree to continue to study cost saving measures regarding health insurance coverage. The insurance committee will meet to study insurance programs should premium increases or decreases occur.

   a) It is the mission of the insurance committee to assist the Board in its efforts to exercise the Board's responsibility to provide employee group insurance plans and to support the Board's desire for employee group input on insurance matters. The committee will research information and investigate options available to the school district and present reports and advisory recommendations to the Board, the Grandview Heights Education Association (GHEA), and the Grandview Heights Education Support Staff Association (GHESSA). This will promote the most comprehensive and cost effective group insurance program possible that maintains a single group of viable size.

   b) The insurance committee shall consist of three (3) representatives from the

GHEA, two (2) representatives from the GHESSA, the School District superintendent, and the School District treasurer. The treasurer shall serve as facilitator by presiding over all meetings of the insurance committee. The superintendent may serve as facilitator in the absence of the treasurer.

c) The insurance committee shall meet prior to the renewal of the District's employee group health insurance plan. The facilitator shall select places and times convenient to all insurance committee members and call meetings of the insurance committee. Meetings may be called by the facilitator or jointly by a majority of at least four (4) insurance committee members. A valid meeting of the insurance committee shall include attendance of at least two (2) insurance committee members from the GHEA; at least one (1) insurance committee member from the GHESSA; and the facilitator.

d) The insurance committee shall attempt to reach consensus of those members in attendance when making decisions. If the committee is unable to reach consensus, a vote shall be taken (paper ballot if necessary). At the occasion of an official vote, passage of issues shall be decided by a simple majority of the members present. These actions shall be recorded by the facilitator and shall be presented to the Board, DDC, GHEA and GHESSA.

e) The facilitator shall act as the official and exclusive representative of the insurance committee and the Board when exchanging information with organizations or individuals in or outside the School District. The facilitator shall provide information to other members of the insurance committee including correspondence, proposals, responses to RFPs (requests for proposals), and similar documents relating to the District insurance plan. Upon request of members of the committee, the facilitator shall also provide other information pertinent to the committee's mission, which may be reasonably assembled and distributed. The facilitator shall present information to the Board of Education, DDC, GHEA and GHESSA regarding findings, recommendations, and actions of the insurance committee.

D. IRS Section 125 Plan

The Board shall establish a Section 125 Plan, such plan to remain in effect as long as laws and Internal Revenue Service rules remain the same.

E. The Board shall establish a high deductible/health savings account (HSA) medical insurance option.

1. The Board of Education will pay 90% of the medical insurance premium for single coverage for the duration of this contract.

2. The Board of Education will pay 80% of the medical insurance premium for family coverage (any coverage beyond single employee) for the duration of this contract.

   a) The Board of Education will contribute $1000 per year to the HSA for single coverage.

   b) The Board of Education will contribute $2000 per year to the HSA for family coverage.

c) The Board of Education will contribute to the HSA a one-time incentive of $500 for either single or family coverage at the time a new employee is hired.

3. All Employees hired on or after September 1, 2012 shall enroll in the high deductible plan.

4. For Employees not eligible for a health savings account contribution, the Board will pay the Employee the equivalent of the HSA contribution reflected in Section E(2) above, to the Employee, or, at the election of the Employee, to a Section 125 Plan, to the extent permitted by law.

5. The percentage of employee and board shares of the medical plans that are in effect for the 2015-16 school year will remain in effect for the 2016-17 school year for any premium renewal increase of 10% or less. In the event of a premium renewal increase greater than 10%, the employee and board will equally share the excess increase. The percentage of employee and board shares of the medical plans that are in effect for the 2016-17 school year will remain in effect for the 2017-18 school year for any premium renewal increase of 10% or less. In the event of a premium renewal increase greater than 10%, the employee and board will equally share the excess increase.

ARTICLE XIII - *REDUCTION IN FORCE*

To the extent possible, the number of staff affected by a reduction in force will be minimized by the impact of attrition. However, if the Board determines it necessary to reduce the number of bargaining unit positions for reasons of decreasing student enrollment, return to duty or regular employees after leaves of absence, suspension of schools, territorial changes affecting the District, or for financial reasons, further reductions will be made in accordance with the following procedures:

A. When the Board determines in any school year that there is a need to suspend employees' contract(s), the GHESSA will be given written notice of such possibility ninety (90) days before the effective date of any reduction. Upon written request, the Board will provide the GHESSA president with written data concerning student enrollment, bargaining unit members' seniority, names of employees on leaves of absence, and financial information.

B. The GHESSA will make every effort to encourage staff who will be on leave, returning from leave, resigning or retiring, to notify the Superintendent in writing on or before the date of intended reduction in force.

C. The GHESSA President will be given the opportunity to make suggestions to the Superintendent before the recommendation for suspensions of contracts is made to the Board.

D. The GHESSA President and those staff who (prior to the exercise of any bumping rights) are being recommended for suspension by the Superintendent shall receive notice in writing on or before forty-five (45) days before the effective date of any reduction in force.

E. All members of the bargaining unit shall be placed on a seniority list by classification. Staff serving under continuing contracts will be placed at the top of the list in descending order of seniority. Staff serving under limited contracts will be placed on the list under continuing contract staff, also in descending order of seniority. Staff will be arranged in the following classifications: secretary, custodian, maintenance, paraprofessional, health services paraprofessional, food service, clerical, child care attendant, groundskeepers, accounting clerks, occupational therapy assistants, technology and network specialist assistant, data and student services coordinator.

F. Seniority will be defined as the length of uninterrupted continuous service as an employee under regular contract in the Grandview Heights Schools.

   1. Board-approved leaves of absence and time on RIF will not interrupt seniority.

   2. Resignation, termination, non-renewal, and other leave not approved by the Board will interrupt seniority for purposes of reduction in force and recall.

   3. If two (2) or more staff has the same length of uninterrupted continuous service, seniority will be determined by:

      a) The date of the Board meeting at which the employed was hired; and then by

      b) The casting of a lot.

   4. Recommended reductions in a classification will be made by selecting the lowest person on the seniority list in that area of classification being laid off first. An employee affected by a RIF in his/her classification may elect to displace a bargaining unit member who has less

seniority in a different classification with a lower pay scale, provided the employee who decides to bump into a classification other than his/her current one:

a) Has the requisite qualifications for the other classification, as determined by the Superintendent. The Superintendent's determination, as to the qualifications necessary to bump, is not grievable. Any required certification/licensing for the position must be possessed at the time of the RIF for a qualified individual to bump into one of those classifications.

b) A decision to bump into another classification or not to bump must be made at the time the employee is notified that he/she will be RIF'ed. A bargaining unit member who is laid off from one classification and elects to bump into another classification is to be paid at the beginning step of the new classification, and advance thereafter according to the experience in that classification, and forfeits recall rights as delineated below.

G. The names of bargaining unit members who are affected by the reduction in force shall be placed on a recall list for up to thirty-six (36) months from the date of the reduction. Those on the recall list shall have the following rights:

1. Staff on the recall list will be recalled in reverse order of the layoff or vacancies in their classification.

2. If a position initially abolished is re-instated, a new position becomes available, or a vacancy occurs, an attempt will first be made to consider the filling of such position from employees on the recall list. Employees on the recall list must be qualified for the position and shall fill the position as described in Section 4(a) above.

3. If a position initially abolished is re-instated, a new position becomes available, or a vacancy occurs, the Board will send an announcement by first class mail to the last known address of each employee on the recall list who is qualified according to their prior classification.

4. It is the employee's responsibility to keep the Board informed of his/her current address, qualification, and experience. The Board shall not be held responsible for the employee's failure to comply with the provisions of this Section. Each employee is required to respond by certified mail or by hand delivery to the district office as to whether or not the position will be accepted. The most senior qualified bargaining unit member who accepts the position in his/her old classification, or any new classification, and who responds in writing within ten (10) calendar days of mailing of any notification, shall receive the position. Any bargaining unit member who fails to respond by certified mail or personal delivery within ten (10) calendar days, or who accepts comparable employment elsewhere; or who declines an offered position within the school district, shall forfeit all recall rights.

5. An employee on the recall list, upon the acceptance of a position, shall return to active employment status with the same accumulation of sick leave, vacation time, and salary schedule placement as he/she enjoyed at the time of lay off if employed in the same classification. If employed in a different classification, the employee must accept placement on the salary schedule as identified previously in Section 4(b).

6. Where group insurance policies permit, an employee whose contract has been suspended may continue to participate in those benefits which are provided to those employees in active employment, provided that the employee pays the total premium to the

Board's Treasurer one (1) week prior to the date the Board normally pays the premiums to the company.

7. These procedures apply only to the suspension of contracts for reasons as set forth in the first paragraph of this Article. This Article shall not require the Board to fill any vacancy nor shall it interfere with any other lawful personnel practice in the district.

H. Any employee who has been notified that his/her contract has been suspended shall have the right to:

1. Be informed of his/her position on the seniority list, if requested.

2. Be placed at the top of the substitute list according to seniority for first call, if requested.

The GHESSA President will be sent a list of the names of employees who have been sent recall notices at the time of such recall meetings.

ARTICLE XIV - *VACANCIES*

A. Definitions

1. Vacancy: A bargaining Unit position which the Board has determined to fill which becomes available due to resignation, retirement, transfer, reassignment, discharge for cause, death, and/or creation of a new position. A vacancy shall be filled within sixty (60) calendar weekdays from the date of original posting. A vacancy does not exist when a bargaining unit member is utilizing provisions of the FMLA.

2. Reassignment: A change in work assignment within a classification/job title.

3. Transfer: A change in work assignment within a classification/job title.

4. Voluntary Transfer/Reassignment: An inter/intra classification change in job assignment requested by the Bargaining Unit Member.

5. A classified employee shall submit a Transfer Information Form to his/her principal/supervisor no later than March 15 for the succeeding school year whether the position exists or is vacant at the time of the request.

6. Involuntary Transfer/Reassignment: An inter/intra classification in job assignment made by a directive of the Superintendent and/or his/her designee. The Superintendent and/or his/her designee will meet with the employee prior to the transfer.

B. The vacancy or newly created position in the bargaining unit shall be posted for a period of five (5) calendar days in each building, work location and school e-mail system. Each posting notice shall include the following information:

1. Job Title

2. Work Site

3. Closing Date of Posting

4. Qualifications needed for position as per the job description.

   Employees applying for the position shall submit their request in writing to the Superintendent within the time limitation established in the posting notice.

C. All current staff that apply will be granted an interview.

1. The interview committee shall consist of an administrator, classified employees (in the classification when appropriate) and may include certificated employees. The administrator convening the interview committee will collaborate with the Association President regarding membership on the interview committee. The membership on the interview committee shall remain the same to interview internal and external candidates for each posting, to the degree possible.

2. The committee will provide the Superintendent with its input.

3. If none of the internal applicants are selected then outside applicants who applied may be

granted an interview and considered.

4. The Association President shall be sent a copy of all vacancies when posted.

5. The Association President may request a meeting with the Superintendent to discuss the starting step placement of any new employee, however, the Superintendent has discretion in recommending placement.

ARTICLE XV - *CONTRACTS*

A. The Board of Education retains the authority to specify the salary of new employees and to determine the credit to be awarded for placement on an existing salary schedule, pursuant to the following criteria.

   1. Credit for previous employment in a similar position as determined by the superintendent/designee shall be granted in this District for up to five (5) years for those who served in like positions. For employment beyond five (5) years, one (1) year credit on the salary schedule for each two (2) years worked up to six (6) years will be granted.

   2. Credit of an applicant for previous service in the military of this country shall be granted for one (1) year credit on the salary schedule for each two (2) years served to a maximum of four (4) years credit.

   3. Step eight (8) on the salary schedule is the highest step that an applicant may begin employment in the District considering any combination of previous service.

B. Newly hired regular classified employees shall be issued a "Classified Notice of Appointment" which includes a 365 calendar day probationary period.

C. When a position becomes available, a current employee may apply for an internal transfer.

   1. The employee will be placed at the beginning of the salary schedule unless he/she qualifies for credit as stated in Paragraph A-1 above.

   2. Credit for military service shall apply as stated in Paragraph A-2.

D. <u>Hiring Retired Employees</u>

   With the superintendent's recommendation, the Board of Education may hire retired employees.

   1. If an employee would like to be considered for rehire, a letter of resignation must be submitted by March 1 to the superintendent with a copy to the president of the GHESSA. The letter should include a statement of the desire to be rehired. Positions of retired employees will be posted internally for five (5) days before interviews are conducted.

   2. The following conditions apply to all hired retirees:

      a) Placement on the pay scale shall be at the eight (8)-year step or at their previous salary step level (whichever is lower).

      b) A rehired retiree will receive no further step increases beyond eight (8) years.

      c) Rehired retirees will receive a one year limited contract that is automatically non-renewed. A subsequent contract may be awarded at the discretion of the board and administration.

      d) Rehired retirees will be placed annually at the bottom of the seniority classification

in which they are employed.

e) A rehired retiree is exempt from the formal evaluation process.

f) Sick leave will be granted at 15 days per year. The District will pay one-fourth of the value of the employee's unused sick leave at the end of each year. Sick leave cannot accumulate from year to year.

g) Personal leave will be granted at 3 days per year. Personal leave cannot be carried over from year to year.

h) Vacation leave will be granted at 15 days per year. Vacation leave cannot accumulate from year to year.

i) The district will provide health insurance coverage. The Board will not provide any other form of insurance coverage.

ARTICLE XVI - *SEVERANCE*

A. All employees covered under Section 3319.141 of the Ohio Revised Code shall after ten (10) years of service in the Grandview Heights City School District and upon retirement, receive payment for one -fourth (1/4) of the value of the employee's accredited but not used sick leave as follows:

   1. For retirements effective after August 31, 1999, the maximum payment shall not exceed one-fourth (1/4) of two hundred forty (240) days. Additionally, the retiring employee shall receive one (1) day of severance pay for every ten (10) days of accredited but not used sick leave over and above two hundred forty (240) days.

B. In order to be eligible under this provision, the employee must file for retirement benefits with the School Employee Retirement System. The employee must certify to the Board Treasurer the date on which retirement benefits under SERS will be started.

C. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on the basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. The employee must request severance pay within ninety (90) days of retiring from service within the District in order to receive severance pay. Such payment may be made only once to any employee.

D. Severance pay for employees hired after November 1, 1997 for any accumulated sick leave, which is transferred into the Grandview Heights City School District based upon employment in another school district or another public agency, will be paid at one-sixth (1/6) of the above maximum days. Sick leave shall be accounted for on the basis that the last days of sick leave earned in the District will be the first used by the employee.

E. <u>Retirement Incentive</u>

   The Board of Education shall pay a retirement incentive of $5000 for all full-time bargaining unit members (weekly hours > or = 30) and $2500 for all part-time bargaining unit members (weekly hours <30) under the following provisions:

   1. By May 1 of the year of retirement, documentation of service credit from SERS must be presented to the treasurer with a letter of intent to resign for the purpose of retirement.

   2. Documentation of service credit must indicate the bargaining unit member has less than 30 years of SERS credit.

   3. To receive the retirement incentive, the bargaining unit member must have been employed by the district for a minimum of twenty (20) years.

   4. Receiving the retirement incentive will preclude the bargaining unit member from being rehired by the school district.

ARTICLE XVII - *HOLIDAYS*

There shall be no change in the current holiday schedule, number of holidays, for all bargaining unit members. All bargaining unit members shall retain the same number of holidays as they received in the 1996-97 school year.

Employees following the 12 month classified employee's calendar will have Holidays scheduled as follows:

New Year's Day
Martin Luther King Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
The day following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

Plus three (3) additional days as agreed between the bargaining unit member and the Superintendent or designee. Every attempt will be made by both parties to use those three additional days. However, if the bargaining unit member is unable to use any of those three (3) days, they shall be converted into sick leave.

ARTICLE XVIII - *VACATION*

A. Each regular employee serving twelve (12) months per year shall be entitled to an annual vacation with pay, based on length of service in the District.

Annual Accrual Years of Service 12-Month Employees	Rate
Zero through five years	Ten days
More than five through fifteen years	Fifteen days
More than fifteen through twenty-five years	Twenty days
More than twenty-five years	Twenty-five days

Vacation must be scheduled with the written approval of the Superintendent.

A written request must be submitted through AESOP ten (10) days prior to taking vacation, if possible. Failure to respond by the immediate supervisor or designee within five (5) working days of the request indicates that the leave is approved and cannot be revoked.

B. No more than 10 accumulated vacation days in excess of 30 days shall be converted to pay at the bargaining unit member's per diem rate at the end of the contract year. Thereafter, an employee can carryover not more than 30 vacation days. Any excess of 30 vacation days will be forfeited at the end of each contract year (June 30). Payment will be made to the employee no later than October 15 following the conclusion of the school year.

C. It is the intent of the Board to grant vacation requests whenever feasible. Every attempt will be made to maintain an adequate substitute list. However, a vacation request may be denied:

   1. If requested for the week before school begins or the last week of school.

   2. If no permanent employee in that classification and/or building will be available for duty.

D. When two or more employees in the same classification and/or building submit vacation requests for the same dates on the same day, if any must be denied, the least senior employee(s) will be denied.

ARTICLE XIX - *EVALUATION PROCEDURE*

A. All Bargaining Unit Members shall be evaluated annually by their immediate supervisor.

B. The Win Win Committee will review and/or create a new evaluation form when necessary. Quarterly, the committee will determine which forms will be reviewed and/or created. Thereafter, the committee will meet as needed to attempt to complete the task by the end of the calendar year.

C. The administrator/supervisor will give at least one-week notice of the evaluation conference. The employee will sign the evaluation instrument indicating receipt of the completed instrument.

   1. This signature does not denote agreement with the evaluation. It simply denotes the employee has read the evaluation instrument. A response may be attached to the evaluation instrument at the request of the employee. This response will be submitted to the evaluator to be attached to the instrument within fourteen (14) days of the final evaluation meeting.

   2. If there are any identified concerns by the evaluator, they shall be communicated to the employee. The employee will be given a reasonable length of time to correct any concerns.

ARTICLE XX - *JOB DESCRIPTIONS*

Job descriptions have been developed and approved by the membership of GHESSA and the Board of Education. Any changes in classified job descriptions are subject to review by the Win-Win Committee. Job Description will have a minimum amount of days and hours. It is understood that the Superintendent may increase the number of days and number of hours for any job within a classification by giving the affected employee a 30 day written notice. When the number of hours and/or days is increased on a specific position within a classification the position will first be offered to the current job holder. If s/he does not accept the position, it then will be posted. Nothing within this article permits the reduction of hours and/or days of a position without regard to the provision of Article XIII Reduction in Force.

ARTICLE XXI - *MISCELLANEOUS*

A. All Bargaining Unit members shall be offered the opportunity to receive the Hepatitis B vaccine at no cost to the member. Any member waiving such right shall be required to sign the Board-developed waiver form.

B. The Board will ensure that protective aids, such as approved gloves and sealable plastic bags are readily available for use by members should the need arise.

C. Training in First Aid/CPR will be provided to classified employees at least every three years.

D. Staff members who are required to administer medication to a student or implement a student's health care plan will receive training from a licensed health professional.

E. It will not be the responsibility of the classified employee to find their own substitute.

F. Bargaining unit members may apply for District fee waivers. Every effort shall be made to assure that no District fee waivers go unused. The priority for fee waivers shall be certificated staff, then GHESSA bargaining unit members on a 1st come, 1st serve basis.

G. An in-service program shall be developed for maintenance, custodial and grounds-keeping staff.

H. The School District will pay one time for any testing required by the state or federal government relative to the current position held by any current employee.

I. When an accident occurs during working hours, the district may, upon reasonable suspicion, at the school district's expense, require drug/alcohol screening. An employee is required to immediately report any accident and/or injury to his/her supervisor or other administrator within two (2) working days, absent extenuating circumstances.

J. The supervisor or designee must approve any breaks other than an employee's scheduled lunch break.

K. Unless mutually agreed by both parties, scheduled work hours may be changed no more than once every six (6) months by providing thirty (30) days' notice to affected employees, with the exception of paraprofessionals who may be changed no more than two times in a school year with at least seven (7) work days' notice. However, facilities staff work schedules may change to day shift during summer, winter and spring breaks and then return to their normal shift at the conclusion of the break.

L. Any bargaining unit member who works more than five (5) hours per day will have a thirty (30) minute uninterrupted unpaid duty free lunch period.

M. If an Employee is required to work on a Saturday of the same week of New Year's Day and/or Christmas Eve and/or Christmas Day and/or Yew Year's Eve, he/she shall be paid at 1.5 times the Employee's regular hourly rate of pay for hours worked.

N. The Board will reimburse up to $50 for the cost for state and federal background checks required by the Ohio Revised Code as to an Employee. Once the Employee completes the background check, he/she must submit a proper receipt to the Treasurer's office within ninety (90) calendar days after completing the background check. Thereafter,

he/she shall be reimbursed by the District within thirty (30) calendar days.

ARTICLE XXII - *SERS PICK-UP*

A. The Grandview Heights Board of Education herewith agrees to "pick-up", utilizing the salary reduction method, contributions to the State Employees Retirement System of Ohio paid upon behalf of the Members of the Bargaining Unit under the following terms and conditions:

   1. The amount to be "picked-up" on behalf of each Member of the Bargaining Unit shall be the amount required to be contributed by the SERS of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amountequal to the amount "picked-up" by the Board for the purpose of State and Federal taxonly.

   2. The pick-up percentage shall apply uniformly to all Members of the Bargaining Unit as a condition of employment.

   3. The pick-up shall apply to all compensation.

   4. The parties agree that should the rules and regulations of IRS, or retirement system change, making this procedure unworkable, the parties agree to return, withoutpenalty, to the former method of employee/employer contributions.

   5. Payment of sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's dailygross pay prior to reduction as basis (e.g., gross pay divided by the number of days inthe employee's contract).

B. The amount designated as "pick-up", by the Board shall be included in computing final averagesalary, provided that the employee's total salary is not increased by such "pick-up", or if the Board's total contribution to the State Employees Retirement System of Ohio increased thereby.

ARTICLE XXIII - *PAYROLL*

Pay Periods and Deductions

A. All staff members shall be paid on the 15th and last day of each month. When payday falls on a weekend or a holiday that the school observes, the staff will be paid on the previous working day.

B. Employees will be paid in twenty-four (24) pay periods.

C. Payroll deductions will be distributed as evenly as possible.

   Optional deductions include:

   Health Insurance
   Credit Union
   Life Insurance
   United Way
   Annuity Policies
   GHESSA Dues

D. All bargaining unit members will enroll in an automatic direct payroll deposit program and will receive payroll notification through e-mail, including times when school is not in session.

ARTICLE XXIV - *PERSONNEL FILES*

A. The personnel file of each staff member in the Board of Education Office shall be the only official file of recorded personnel information.

B. Information may be placed in a staff member's personnel file only after notifying the staff member and supplying him/her with a dated copy of the information. A staff member may attach a written statement to any item placed in his/her file. Before disciplinary material is placed in a personnel file, the staff member shall be given an opportunity to read it. The staff member shall date and sign his/her receipt of the material and acknowledgement that it will be placed in the personnel file. If the staff member refuses to sign, then the supervisor will date and sign the staff member's refusal. The staff member may attach a written statement regarding the disciplinary material that is being placed in his/her file.

C. A staff member shall have access to his/her file and/or be entitled to a copy of any specific materials in his/her file upon written request.

D. If a staff member disputes the inclusion of information in his/her file, he/she may submit to the Superintendent a written appeal specifying the reason(s) why the information is inaccurate, irrelevant, untimely, or incomplete. The Superintendent will decide whether the disputed information will remain in the file. The staff member will receive notification of the Superintendent's decision.

E. For all materials placed in a bargaining unit member's file after September 1, 2009, the bargaining unit member will have the right to request that obsolete, inappropriate, untimely and/or inaccurate materials be removed from the file and destroyed in accordance with the district's record retention policy. Such requests shall be reviewed by the Superintendent and shall not be unreasonably denied.

F. A bargaining unit member shall be notified as soon as possible when there is a request to review his/her personnel file by a member of the public and what, if anything, was provided to the requesting person.

ARTICLE XXV - *COMPENSATION*

A. The base hourly wage for each classification shall be increased as follows:

0.75% on the base for 2016-2017

1.0% on the base for 2017-2018

B. Overtime: Bargaining unit members working more than forty (40) hours per week shall be paid at 1.5 time the employee's regular hourly rate of pay for hours worked in excess of forty (40) hours per week.

1. Overtime will be assigned to employees in the appropriate classification within each building based on seniority and then rotate from one assignment to the next. If all the employees in a building refuse the overtime, the overtime will be offered to all other district employees in that classification according to seniority and then rotate from one assignment to the next. The groundskeeper is included in the custodial rotation in his/her assigned building. If all eligible employees turn down an overtime request, the superintendent/designee, may require an employee to report for work. Required overtime will be assigned on a rotating basis from least senior employee to most senior employee.

2. In the event of emergency overtime, the Board will pay for a minimum of (2 1/2) hours or time worked, whichever is greater. The emergency overtime rate of pay is at double-time for hours worked in excess of 40 hours/week. Time spent contiguous to your scheduled workday and coverage for school events or facility rental situations will not be considered emergency overtime. Emergency overtime occurs when a school official contacts you during non-work hours to address an IMMEDIATE need of the school district. Absent unavoidable circumstances, which the Superintendent/designee may request to be documented, the employee must report to work when called.

C. Flex Time is defined as the ability of the supervisor to adjust a bargaining unit member's daily schedule to aid in meeting the personal needs of the bargaining unit member or in meeting the needs of the district. Both parties must agree to the use of Flex Time. The use and reimbursement of Flex Time by a bargaining unit member must occur so as to not to exceed 40 hours during any workweek and may not be considered overtime under Paragraph (B) above.

D. The Board will pay all substitute employees less than the base hourly rate in the classification in which the substitutes are employed.

GRANDVIEW HEIGHTS CITY SCHOOL DISTRICT
NON-CERTIFIED EMPLOYEE SALARY SCHEDULES

Paraprofessionals
Health Service Paraprofessional

	2016-2017 SCHOOL YEAR		2017-2018 SCHOOL YEAR	
STEP	Hourly	Index	Hourly	Index
1	15.65	1.6648531	15.81	1.6648531
2	15.92	1.017	16.07	1.017
3	16.19	1.017	16.35	1.017
4	16.46	1.017	16.63	1.017
5	16.74	1.017	16.91	1.017
6	17.03	1.017	17.20	1.017
7	17.32	1.017	17.49	1.017
8	17.61	1.017	17.79	1.017
9	17.91	1.017	18.09	1.017
10	18.21	1.017	18.40	1.017
11	18.52	1.017	18.71	1.017
12	18.84	1.017	19.03	1.017
13	19.16	1.017	19.35	1.017
14	19.48	1.017	19.68	1.017
15	19.82	1.017	20.01	1.017
16	20.15	1.017	20.35	1.017
17	20.49	1.017	20.70	1.017
18	20.84	1.017	21.05	1.017
19	21.20	1.017	21.41	1.017
20	21.56	1.017	21.77	1.017
21	21.92	1.017	22.14	1.017
22	21.92	1.000	22.14	1.000
23	21.92	1.000	22.14	1.000
24	21.92	1.000	22.14	1.000
25	22.30	1.017	22.52	1.017
26	22.30	1.000	22.52	1.000
27	22.68	1.017	22.90	1.017
28	23.06	1.017	23.29	1.017
29	23.06	1.000	23.29	1.000
30 AND OVER	23.06	1.000	23.29	1.000

GRANDVIEW HEIGHTS CITY SCHOOL DISTRICT
NON-CERTIFIED EMPLOYEE SALARY SCHEDULES

Oral Interpreter

	2016-2017 SCHOOL YEAR		2017-2018 SCHOOL YEAR	
STEP	Hourly	Index	Hourly	Index
1	19.80	2.1066376	20.00	2.1066376
2	20.14	1.017	20.34	1.017
3	20.48	1.017	20.69	1.017
4	20.83	1.017	21.04	1.017
5	21.18	1.017	21.40	1.017
6	21.54	1.017	21.76	1.017
7	21.91	1.017	22.13	1.017
8	22.28	1.017	22.51	1.017
9	22.66	1.017	22.89	1.017
10	23.05	1.017	23.28	1.017
11	23.44	1.017	23.67	1.017
12	23.84	1.017	24.08	1.017
13	24.24	1.017	24.48	1.017
14	24.65	1.017	24.90	1.017
15	25.07	1.017	25.32	1.017
16	25.50	1.017	25.75	1.017
17	25.93	1.017	26.19	1.017
18	26.37	1.017	26.64	1.017
19	26.82	1.017	27.09	1.017
20	27.28	1.017	27.55	1.017
21	27.74	1.017	28.02	1.017
22	27.74	1.000	28.02	1.000
23	27.74	1.000	28.02	1.000
24	27.74	1.000	28.02	1.000
25	28.21	1.017	28.50	1.017
26	28.21	1.000	28.50	1.000
27	28.69	1.017	28.98	1.017
28	29.18	1.017	29.47	1.017
29	29.18	1.000	29.47	1.000
30 AND OVER	29.18	1.000	29.47	1.000

GRANDVIEW HEIGHTS CITY SCHOOL DISTRICT

NON-CERTIFIED EMPLOYEE SALARY SCHEDULES

HS Extra-Curricular Secretary
HS Financial Secretary
HS Attendance Secretary
HS Principal Secretary
Elementary Principal Secretaries
MS Principal Secretary
Secretary for District Services/EMIS Coordinator

	2016-2017 SCHOOL YEAR		2017-2018 SCHOOL YEAR	
STEP	Hourly	Index	Hourly	Index
1	17.51	1.8628945	17.68	1.8628945
2	17.81	1.017	17.98	1.017
3	18.11	1.017	18.29	1.017
4	18.42	1.017	18.60	1.017
5	18.73	1.017	18.91	1.017
6	19.05	1.017	19.23	1.017
7	19.38	1.017	19.56	1.017
8	19.70	1.017	19.89	1.017
9	20.04	1.017	20.23	1.017
10	20.38	1.017	20.58	1.017
11	20.73	1.017	20.92	1.017
12	21.08	1.017	21.28	1.017
13	21.44	1.017	21.64	1.017
14	21.80	1.017	22.01	1.017
15	22.17	1.017	22.38	1.017
16	22.55	1.017	22.77	1.017
17	22.93	1.017	23.15	1.017
18	23.32	1.017	23.55	1.017
19	23.72	1.017	23.95	1.017
20	24.12	1.017	24.35	1.017
21	24.53	1.017	24.77	1.017
22	24.53	1.000	24.77	1.000
23	24.53	1.000	24.77	1.000
24	24.53	1.000	24.77	1.000
25	24.95	1.017	25.19	1.017
26	24.95	1.000	25.19	1.000
27	25.37	1.017	25.62	1.017
28	25.80	1.017	26.05	1.017
29	25.80	1.000	26.05	1.000
30 AND OVER	25.80	1.000	26.05	1.000

GRANDVIEW HEIGHTS CITY SCHOOL DISTRICT
NON-CERTIFIED EMPLOYEE SALARY SCHEDULES

Maintainer
Technology & Network Specialist Assistant
Certified Occupational Therapy Assistant
Data & Student Services Coordinator

	2016-2017 SCHOOL YEAR		2017-2018 SCHOOL YEAR	
STEP	Hourly	Index	Hourly	Index
1	21.67	2.3057671	21.88	2.3057671
2	22.04	1.017	22.25	1.017
3	22.42	1.017	22.63	1.017
4	22.80	1.017	23.02	1.017
5	23.19	1.017	23.41	1.017
6	23.58	1.017	23.81	1.017
7	23.98	1.017	24.21	1.017
8	24.39	1.017	24.62	1.017
9	24.80	1.017	25.04	1.017
10	25.23	1.017	25.47	1.017
11	25.65	1.017	25.90	1.017
12	26.09	1.017	26.34	1.017
13	26.53	1.017	26.79	1.017
14	26.98	1.017	27.24	1.017
15	27.44	1.017	27.71	1.017
16	27.91	1.017	28.18	1.017
17	28.38	1.017	28.66	1.017
18	28.87	1.017	29.14	1.017
19	29.36	1.017	29.64	1.017
20	29.86	1.017	30.14	1.017
21	30.36	1.017	30.65	1.017
22	30.36	1.000	30.65	1.000
23	30.36	1.000	30.65	1.000
24	30.36	1.000	30.65	1.000
25	30.88	1.017	31.18	1.017
26	30.88	1.000	31.18	1.000
27	31.41	1.017	31.71	1.017
28	31.94	1.017	32.25	1.017
29	31.94	1.000	32.25	1.000
30 AND OVER	31.94	1.000	32.25	1.000

GRANDVIEW HEIGHTS CITY SCHOOL DISTRICT
NON-CERTIFIED EMPLOYEE SALARY SCHEDULES

Apprentice Maintainer

	2016-2017 SCHOOL YEAR		2017-2018 SCHOOL YEAR	
STEP	Hourly	Index	Hourly	Index
1	18.83	2.0032644	19.01	2.0032644
2	19.15	1.017	19.33	1.017
3	19.48	1.017	19.66	1.017
4	19.81	1.017	20.00	1.017
5	20.14	1.017	20.34	1.017
6 AND OVER	20.49	1.017	20.68	1.017

GRANDVIEW HEIGHTS CITY SCHOOL DISTRICT
NON-CERTIFIED EMPLOYEE SALARY SCHEDULES

Custodian

	2016-2017 SCHOOL YEAR		2017-2018 SCHOOL YEAR	
STEP	Hourly	Index	Hourly	Index
1	16.00	1.7018498	16.15	1.7018498
2	16.27	1.017	16.43	1.017
3	16.55	1.017	16.70	1.017
4	16.83	1.017	16.99	1.017
5	17.11	1.017	17.28	1.017
6	17.40	1.017	17.57	1.017
7	17.70	1.017	17.87	1.017
8	18.00	1.017	18.17	1.017
9	18.31	1.017	18.48	1.017
10	18.62	1.017	18.80	1.017
11	18.93	1.017	19.12	1.017
12	19.26	1.017	19.44	1.017
13	19.58	1.017	19.77	1.017
14	19.92	1.017	20.11	1.017
15	20.26	1.017	20.45	1.017
16	20.60	1.017	20.80	1.017
17	20.95	1.017	21.15	1.017
18	21.31	1.017	21.51	1.017
19	21.67	1.017	21.88	1.017
20	22.04	1.017	22.25	1.017
21	22.41	1.017	22.63	1.017
22	22.41	1.000	22.63	1.000
23	22.41	1.000	22.63	1.000
24	22.41	1.000	22.63	1.000
25	22.79	1.017	23.01	1.017
26	22.79	1.000	23.01	1.000
27	23.18	1.017	23.40	1.017
28	23.57	1.017	23.80	1.017
29	23.57	1.000	23.80	1.000
30 AND OVER	23.57	1.000	23.80	1.000

GRANDVIEW HEIGHTS CITY SCHOOL DISTRICT
NON-CERTIFIED EMPLOYEE SALARY SCHEDULES

Groundskeeper
Driver

	2016-2017 SCHOOL YEAR		2017-2018 SCHOOL YEAR	
STEP	Hourly	Index	Hourly	Index
1	18.34	1.9510337	18.52	1.9510337
2	18.65	1.017	18.83	1.017
3	18.97	1.017	19.15	1.017
4	19.29	1.017	19.48	1.017
5	19.62	1.017	19.81	1.017
6	19.95	1.017	20.14	1.017
7	20.29	1.017	20.49	1.017
8	20.64	1.017	20.83	1.017
9	20.99	1.017	21.19	1.017
10	21.34	1.017	21.55	1.017
11	21.71	1.017	21.91	1.017
12	22.08	1.017	22.29	1.017
13	22.45	1.017	22.67	1.017
14	22.83	1.017	23.05	1.017
15	23.22	1.017	23.44	1.017
16	23.62	1.017	23.84	1.017
17	24.02	1.017	24.25	1.017
18	24.43	1.017	24.66	1.017
19	24.84	1.017	25.08	1.017
20	25.26	1.017	25.51	1.017
21	25.69	1.017	25.94	1.017
22	25.69	1.000	25.94	1.000
23	25.69	1.000	25.94	1.000
24	25.69	1.000	25.94	1.000
25	26.13	1.017	26.38	1.017
26	26.13	1.000	26.38	1.000
27	26.57	1.017	26.83	1.017
28	27.03	1.017	27.28	1.017
29	27.03	1.000	27.28	1.000
30 AND OVER	27.03	1.000	27.28	1.000

GRANDVIEW HEIGHTS CITY SCHOOL DISTRICT
NON-CERTIFIED EMPLOYEE SALARY SCHEDULES

Food Service (Cooks)

	2016-2017 SCHOOL YEAR		2017-2018 SCHOOL YEAR	
STEP	Hourly	Index	Hourly	Index
1	13.15	1.3993471	13.28	1.3993471
2	13.38	1.017	13.51	1.017
3	13.60	1.017	13.74	1.017
4	13.84	1.017	13.97	1.017
5	14.07	1.017	14.21	1.017
6	14.31	1.017	14.45	1.017
7	14.55	1.017	14.69	1.017
8	14.80	1.017	14.94	1.017
9	15.05	1.017	15.20	1.017
10	15.31	1.017	15.46	1.017
11	15.57	1.017	15.72	1.017
12	15.83	1.017	15.99	1.017
13	16.10	1.017	16.26	1.017
14	16.38	1.017	16.53	1.017
15	16.66	1.017	16.81	1.017
16	16.94	1.017	17.10	1.017
17	17.23	1.017	17.39	1.017
18	17.52	1.017	17.69	1.017
19	17.82	1.017	17.99	1.017
20	18.12	1.017	18.29	1.017
21	18.43	1.017	18.60	1.017
22	18.43	1.000	18.60	1.000
23	18.43	1.000	18.60	1.000
24	18.43	1.000	18.60	1.000
25	18.74	1.017	18.92	1.017
26	18.74	1.000	18.92	1.000
27	19.06	1.017	19.24	1.017
28	19.38	1.017	19.57	1.017
29	19.38	1.000	19.57	1.000
30 AND OVER	19.38	1.000	19.57	1.000

ARTICLE XXVI - *IMPLEMENTATION AND DURATION*

A. This Contract shall become effective July 1, 2016, and continue through June 30, 2018, and annually thereafter unless the Board or the Association gives written notice to the other of its intent to modify or amend this contract in accordance with the provisions of this contract.

B. Provisions in this contract shall supersede any related rules, procedures, and policy previously adopted by the Board and not consistent with the terms and conditions herein stated.

C. The items agreed to between the Board and the Association are the result of good faith negotiations. If any provision in this contract is determined to be contrary to law by an act of the legislature or court of proper jurisdiction, then such provision shall be deemed null and void to the extent prohibited. Other provisions shall remain in full force and effect.

D. By affixing our signatures, we affirm that the respective parties have ratified and adopted this Agreement.

For the Grandview Heights
Education Support Staff Association

Carrie O'Mara, President

For the Grandview Heights City
School District Board of Education:

Debbie Brannan, President

GRANDVIEW HEIGHTS EDUCATIONAL SUPPORT STAFF ASSOCIATION GRIEVANCE FORM

Grievance #
Name of Grievant:
Building:

A. Date of Occurrence:

B. Article(s) and Section(s) Violated:

C. Statement of Grievance:

D. Relief Sought:

_____ _____
Signature of Grievant Date

_____ _____
Signature of Association President Date

STEP ONE

(Building Principal)

Principal:

Date Filed:

Disposition of Principal:

_____ _____
Signature of Principal Date

STEP TWO

(Superintendent)

Position of Grievant and/or Association:

_____ _____

Signature of Principal Date

_____ _____

Signature of Association President Date

Disposition of the Superintendent:

_____ _____

Signature of the Superintendent Date

STEP THREE

(Arbitration)

Position of Association:

_____ _____

Signature of Association President Date