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MASTER AGREEMENT

Between

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL #215

And

SALEM CITY SCHOOL DISTRICT BOARD OF EDUCATION

Effective July 1, 2016 through June 30, 2019

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Article I (1) – Preamble

This Agreement made and entered into this 1st day of July, 2016 by and between the Board of Education of Salem City School District (hereinafter, "Board") and Local 215 Ohio Association of Public School Employees, AFSCME/AFL-CIO (hereinafter, "Association") for and on behalf of the employees in the bargaining unit set forth in Article III (3) of this agreement.

It is mutually agreed that any provision of the existing agreement not deleted, modified, or substituted through the collective bargaining process shall become part of the successor agreement utilizing the same language as in the present agreement.

It is the intent of both parties that all reference in this agreement to "employees" or "classified employees" should be changed to read "affected members of the bargaining unit". Any such reference not specifically changed should be interpreted as "affected members of the bargaining unit."

Article II (2) – Rights and Responsibilities

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties, responsibilities, conferred upon and vested in it by the laws and constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, all rights identified in Section 4117.08 of the Ohio Revised Code. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of Board operations;

4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted;

5. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the School District;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the School District.

The exercise of the foregoing powers, rights, authority, duties, responsibilities by the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the Ohio Statues; and then only to the extent such specific and express terms hereof are in accordance with the constitution and laws of the State of Ohio and the rules and regulations promulgated by the State of Ohio and laws of the United States.

B. The Superintendent and his staff have the responsibility to:

1. Carry out the policies and regulations established by the Board.

2. Provide information, counsel and direction to the Board.

C. Association

1. Association Dues/Service Fee:

a. On the effective date of this Agreement, all current employees and all employees hired after the effective date of the Agreement, shall either become a member of the Union or they shall have to pay to the Union a fair share fee as a condition of employment with the employer. Once an employee becomes a member of the Union, the employee shall remain a member of the Union as long as they are employed by the Board of Education in a position covered under this Agreement. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions.

b. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.

c. The Association certifies to the Board that an internal rebate procedure shall be established in accordance with Section 4117.09(C) of the revised Code, and that a procedure for challenging the amount of the representation fee shall be established and posted for the information of all fair share fee payers. The Association warrants that its rebate procedures will satisfy case law, federal, state, and local statues, and meet Constitutional requirements.

d. The Treasurer of the Board shall deduct from the employee's pay all dues, deductions and fair share fees. The Association shall forward to the Treasurer by September 15th of each year the amount to be deducted

for that year. Deductions shall be made in eighteen (18) equal installments beginning in October and ending in June.

e. Within ten (10) days following each deduction, the Board Treasurer shall forward to the OAPSE State Treasurer the amount of State and Local dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the local Treasurer.

f. The Association shall defend and indemnify the Board of Education, and hold them harmless against any and all claims, demands, suits, or other forms of liability including legal fees and expenses that may arise out of or by reason of the action taken by the Salem City School District Board of Education for the purposes of complying with any of the provisions of this article.

2. The President of the Association may use designated space on a school bulletin board in each building to announce membership meetings.

3. The Association may use in-house school system mail for the purpose of disseminating information of importance to the membership.

4. The Association shall have access to school facilities for Association meetings. However, the procedure for reserving facilities must be followed, i.e. signed contract with time, place, etc. of meeting.

5. The Association shall have time to meet with new employees during the opening days' in-service or when hired.

The Association shall have the right to use school equipment and paper for Association business, provided that such use shall be at a time when the equipment is not needed for school business, and provided that the Association shall be billed for the cost of paper used.

Article III (3) – Recognition of OAPSE

A. During the term of the agreement, the Board recognizes the Association as the sole and exclusive bargaining representative for a bargaining unit consisting of employees in the classification of cafeteria, custodial, transportation, secretarial personnel, library aides, duty aides, paraprofessional personnel, maintenance personnel, and supply clerks.

B. Excluded from representation shall be personnel assigned to the Superintendent and the Board of Education office which includes Treasurer and all other employees excluded under Ohio Revised Code 4117.01 Also excluded are (non-bargaining unit) seasonal and casual employees who may be employed for up to twelve (12) weeks at a rate established by the Board.

C. In the event that a new classification/position is created, the Board and the Association will meet to negotiate a salary schedule for the new classification/ position, unless the

positions are of a supervisory nature according to SERB guidelines which prohibit bargaining unit membership. Negotiations shall commence within thirty days prior to the position being posted. Timelines can be adjusted by mutual agreement.

Article IV(4) – Rights of the Individual

A. Probationary Period and Tenure in Service

For all new employees who are hired after the ratification of the Agreement between both parties, the probationary period shall be ninety (90) working days. During the ninety (90) day probationary period, employees shall have a review of progress or lack of progress by the immediate supervisor on thirty (30) day intervals. At the end of the ninety (90) day probationary period, one of the following shall occur:

1. the employee is hired as a regular employee
2. the employee's employment ceases
3. another probationary period of ninety (90) calendar days is imposed and the review process stated above is still in effect.

After the second ninety (90) day probationary period, one the following shall occur:

1. the employee is hired as a regular employee
2. the employee's employment ceases

In the event the employee successfully completes either stage of the probationary period, the employee's employment shall be continuous until that employee:

1. resigns;
2. retires;
3. is laid off in accordance with the negotiated layoff policy; or
4. is suspended or discharged in accordance with Article XXXVI (36) of this Agreement.

During a probationary period, an employee. shall have no seniority rights or expectation of continued employment. Any discipline, layoff, or other employment decision shall be subject to the discretion of the Board. Dismissal during the end of a probationary period shall not be subject to the grievance procedure.

Employees retained beyond the probationary periods shall have their system seniority computed as of the date of hire. Their job classification seniority computed as of their latest date of entry into the job classification. All new employees shall be evaluated in writing as least two (2) times during a probationary period.

B. Personnel File

1. One (1) official personnel file for each employee will be maintained in the central office and shall contain (a) an application for employment, including references; (b) record of military service if applicable; (c) credentials as required; (d) background information required by law; (e) member evaluations. These items cannot be challenged for inclusion. The following items are confidential and cannot be shared with the public: medical records, criminal background checks, drug and alcohol test results.

2. No anonymous or unsubstantiated material shall be placed in the Personnel file of any employee.

3. Copies of written reprimands and/or critical letters or items of a disciplinary nature, shall be provided to the member at the time of placement in the file.

4. Employees have the right to respond to items placed in their Personnel File within ninety (90) calendar days of such placement. The response shall be attached to the item being questioned by the member.

5. Written reprimands and/or critical letters or items of a disciplinary nature can be used for further disciplinary matters for a period not to exceed thirty-six (36) months (except for incidents of child endangerment). However, after twenty-four (24) months, an employee through the Association may request a meeting with the Superintendent to request that written reprimands and/or critical letters not be used when no additional reprimands have occurred and the employee has satisfactorily performed his/her job duties. Letters of reprimand meeting the above requirements shall be marked "void" within one week of the meeting if Administration concurs the above requirements are met. Any subsequent reprimands during the time period of an "active" reprimand shall extend the reprimand length to sixty (60) months.

6. In the event that a reprimand is for any act that is categorized as child endangerment, it shall result in the reprimand being maintained as "active" for sixty (60) months regardless of the provisions stated in the above paragraph.

Article V (5) – Negotiation Procedures

A. Statement of Principles

1. Meeting the objectives for the educational program of Salem City Schools requires a mutual understanding and cooperation among the Board, Administration and the Bargaining Unit Members. Therefore, free and open exchange of views is desirable and necessary with all parties participating in anything negotiable. (Article V, E-3)

2. The terms of this negotiations procedure shall not prevent the Board from making any determinations and taking preliminary actions as may be required to insure timely compliance with the requirements of law.

3. Representatives of the Board and the Association shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination. No penalty or sanction, nor threat nor implication thereof, shall attach to negotiations, provided however, this paragraph shall not be construed so as to authorize, condone, excuse or protect any conduct which is in violation of the laws of the State of Ohio.

B. Subjects of Negotiation

Representatives of the Board and the Association will negotiate in good faith on salaries, wages, and fringe benefits and terms and conditions of employment.

C. Request for Negotiation

1. If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not less than sixty (60) calendar days prior to the expiration of this contract, of any year in which negotiations are to take place. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association.

2. Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of permitting the parties to submit in writing all of their proposals for negotiation. Thereafter, the parties shall not submit additional items for negotiation except with consent of the other party. The parties shall have no duty to bargain in good faith or attend any subsequent negotiations sessions until the other party has complied with the provisions of this paragraph.

3. Each proposal submitted by either party shall specify in detail that to which agreement is sought in terms acceptable to the proponent so that without clarification or supplementation the proposal, if agreed to by the other party, would express the whole agreement between the parties with respect thereto. Typical listings of items proposed for negotiation shall constitute a clear failure of compliance with this requirement and may be disregarded.

D. Negotiation Meetings

1. Negotiation meetings shall be scheduled at reasonable intervals on dates, and at times and places mutually agreed upon. Every effort shall be made to avoid conflict and interference with school and employment schedules.

2. Meetings shall be of two (2) hours duration but may be extended by mutual consent of the parties. A twenty-four (24) hour notice shall be given for all cancelled meetings.

3. Negotiation meetings shall be closed to the press and the public. "Reasonable intervals" shall mean the meetings will be held once every two (2) weeks unless the parties agree to arrange meetings on a different schedule.

4. Either party may recess for caucuses of reasonable length at any time, but in no event shall such caucuses exceed one-half (1/2) hour, unless by mutual agreement.

5. Either party may keep minutes of meetings in such form and detail as it may deem advisable; however, in no event shall tape recordings be made of negotiation meetings.

6. Negotiations shall continue for forty-five (45) days from the date of the first meeting unless extended by mutual agreement.

E. Representation

1. Representation at all negotiation meetings shall be limited to a team of four (4) designated representatives of the Board and the Association, respectively. At the initial negotiation session each party shall designate its four (4) representatives and only those so designated shall attend the negotiation meetings, unless the party agrees otherwise.

2. At the initial meeting, each team shall designate one (1) of its members to serve as its spokesperson for the duration of negotiations. The spokesperson shall be in attendance at each negotiation session unless advance notification is provided.

3. Bargaining unit members shall be granted released time to attend negotiations if negotiations sessions are held during a Bargaining Unit Member's regular hours.

F. Information

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

G. News Release

Until complete agreement is reached on all matters which are the subject of negotiation, neither party is restricted from issuing reports to their membership. Any published report in the form of an official news release or statements to the media shall not be made until a copy of such release has been provided to the spokesperson for the other party and the release is issued as a joint news release.

H. Agreement

1. As tentative agreement is reached on items which are the subject of negotiation, the agreement shall be reduced in writing and initialed by the designated representatives of each party, but such initialing shall not be construed as final agreement between the representatives on such initialed items until all items have been so initialed.

2. Final agreement reached through negotiation shall be reduced to writing and submitted to the bargaining unit represented by the Association for approval, and all the Association's designated representatives shall recommend and urge approval. Upon approval by the bargaining unit represented by the Association, the agreement shall be submitted to the Board for approval, and all of the Board's designated representatives shall recommend and urge approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be adopted in resolution form by the Board.

I. Disagreement

1. Responsibilities

If the parties fail to reach agreement, the following procedure shall be used as a means of attempting to reach agreement.

2. Dispute Resolution Procedure

In the event agreement is not reached by negotiations after full consideration of proposals and counterproposals, either party shall have the option of declaring impasse. Impasse is defined as whenever the parties have stopped talking to each other at the negotiations table or the parties have become intransigent pertaining to unresolved negotiation issues. If impasse is declared by either party, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in the request.

The FMCS Mediator shall determine the date, time, and place of all negotiations meetings conducted under the terms and provisions of this section of the Agreement.

If the existing Agreement or extension thereof has expired, the Association may proceed in accordance with Section 4117.14(D)(2) of the O.R.C. once FMCS mediation has been used.

This dispute resolution procedure is intended to serve as the parties' Mutually Agreed Dispute resolution procedure and shall supersede the statutory resolution procedures contained in section 4117.14(C).

Article VI (6) – Grievance Procedure

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

A. Definitions

1. "Grievance" shall mean a complaint involving the alleged violation, misrepresentation, or misapplication of the written provisions of the negotiated Agreement between OAPSE, Local 215 and the Board of Education.

2. "Grievant" shall mean an employee or group of employees alleging that a violation, misinterpretation or misapplication of the master agreement has occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of the group.

3. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant. All employees shall have a designated "immediate supervisor."

4. "Days" shall mean work days when the central office is open for business. The Administration shall provide a calendar each school year indicating the days the central office will be officially open for business.

B. Rights of the Grievant and the Association

1. A grievant may choose to be accompanied at all times and at all steps of the grievance procedure by a representative of OAPSE.

2. In the event the immediate supervisor is not vested with the authority to resolve the grievance, the employee and the immediate supervisor, following a conference, may waive Step I and proceed to Step II.

3. No reprisals of any kind shall be taken by the Board, or any member of the administration against any grievant, representative, member of the Association, or other participant in a grievance because of such participation. Likewise, no reprisals of any kind shall be taken by the grievant or his/her representatives or the association against administrators or the Board.

4. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel file of the grievant.

C. Time Limits

1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level is a maximum. Every effort will be made to expedite

the procedures; however, the time limits may be extended in writing by mutual agreement of both parties.

2. The time limits provided herein are maximums and will be strictly adhered to and any grievance not filed initially or appealed within the specific time limits set forth hereafter will be deemed waived and void and not subject to grievance or arbitration proceedings. When it is specified in the procedure that an action shall be accomplished within a specified number of days, the first day of the time period shall be the first day immediately following the day of the event which caused the time period to begin. If the Board fails to reply within the specified time limits at Step Two, the grievance shall be automatically sustained in favor of the grievant. The time limit specified for either party may be extended only by written mutual agreement.

3. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested. The bargaining agent shall receive copies of all notices.

4. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

D. Procedure

1. Step One: A grievance shall be presented to the grievant's immediate supervisor within ten (10) days following the act or condition which is the basis of the grievance. The grievant shall complete the Grievance Procedure Form (GF 05-09), herewith attached, which shall cite the specific sections of the agreement which the grievant claims were violated, misinterpreted and misapplied and the remedy being sought.

   Within five (5) days of receipt of the Grievance Procedure Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting and return a copy to the Grievant, Association, and the Superintendent. Paragraph "C2" above shall apply to each step herein.

2. Step Two: If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant shall request in writing of the Superintendent, a conference which shall be conducted by the Superintendent within six (6) days. Failure to file such an appeal within six (6) days from receipt of the written disposition of Step 1 shall constitute a waiver of the right to appeal. The Superintendent shall dispose of the grievance in writing, with reasons stated, within five (5) days after the conclusion of said conference. Copies of the written disposition shall be sent to the grievant and the Association. Paragraph "C2" above shall apply to each step herein.

3. Step Three: If the grievant is not satisfied with the disposition of the grievance in Step Two, the grievant (through the Association) may, within five (5) days from the receipt of the Superintendent's decision, refer the grievance to grievance mediation under the direction of the Federal Mediation and Conciliation Service. If unresolved through mediation, the grievance may be referred to Step Four of this article, binding arbitration. Mediation shall occur according to the Mediator's schedule.

   The mediator shall not have the authority to add, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract nor add to, detract from, or modify the language therein in arriving at a determination of any issues presented that is proper within the limitations expressed therein.

4. Step Four: If the grievant is not satisfied with the disposition of the grievance in Step Three, the grievant (through the Association) may, within five (5) days from the mediation, make a written request for a hearing before an arbitrator. Paragraph "C2" above shall apply to each step herein.

   The grievant or his/her designated representative shall petition the Federal Mediation and Conciliation Service to provide both parties with a list of names from which an arbitrator will be selected by the alternate strike method and notified in accordance with the rules of the Federal Mediation and Conciliation Service.

   The arbitrator so selected shall be requested to hold a hearing on the earliest date available, and, unless such time is extended by mutual agreement, shall issue his/her decision no later than thirty (30) days from the day of the hearing. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the Grievant.

   The arbitrator shall not have the authority to add, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issues presented that is proper within the limitations expressed therein.

   All expenses for the arbitrator shall be shared equally by the Board and the Association.

Article VII (7) – Work Day and Year

A. The annual salary of each employee shall include the job classifications, work hours per day, number of days worked per year, and the date the employee is to commence work.

B. In cases when employees are needed before the scheduled starting date, the extra work days shall be offered to the most senior employee(s) within the designated job classification.

C. The Superintendent, Building Principal, and immediate Supervisor have the authority to set starting times which most benefit the entire school operation.

D. Standard Work Week

The standard work week shall be five (5) consecutive days per week for all classified employees. Each employee whose regular or scheduled workday exceeds five (5) consecutive hours will be assigned a one-half (.5) hour unpaid lunch.

E. Overtime

Overtime is defined as working more than forty (40) hours per week in the same classification.

The Board shall pay overtime at the rate of time and one-half (1-1/2) for all hours over forty (40) actually worked.

When calculating hours actually worked, paid holidays, professional days, personal days, vacation days, and emergency days will count as hours actually worked.

Sick days and unpaid days will not count as hours actually worked.

All overtime must be pre-approved by the immediate supervisor. Exceptions to this provision include, but are not limited to weather emergencies, power emergencies, water emergencies, and other unforeseeable acts. Employees who work less than forty (40) hours per week shall not be denied assignments to keep the employee from becoming eligible for overtime pay.

To the extent possible and practicable, regular full time employees regularly assigned to work on a less than eight (8) hours per day schedule, shall be afforded the opportunity to work up to eight (8) hours before substitute employees are assigned to work.

F. Call-in-Time

Employees who are called in when not regularly scheduled to work shall be guaranteed a minimum of two (2) hours of pay at the applicable rate.

G. Work Hour Adjustments

Members of the bargaining unit will be permitted to adjust work hours to conduct auxiliary work or to attend their child's participation in a school activity under the following conditions:

(Auxiliary work is defined as serving as ticket taker, scoreboard operator, score keeper, auxiliary police/security worker, concession worker, etc. Special events are defined as community use of facilities, Saturday sports or events involving Salem students.)

1. Only employees, whose Salem Schools work hours are at a time in which students are not in regular school session, shall be eligible for this option.

2. Auxiliary work must be work done for the Salem Schools or at a Salem Schools facility, or non-profit activities (Salem parades involving Salem Schools' students).

3. The interested employee shall present a written request of the planned date(s) of service to the Superintendent or immediate supervisor at least one week in advance. Preferably, the employee will present a seasonal calendar with multiple requests clearly indicated.

4. The notice of intent shall include the date, time, and place of the auxiliary work, or child's event, as well as the date and time the missed hours will be completed.

5. Make-up hours must be completed before the next school day in which students are in attendance or within twenty-four hours, whichever is sooner.

6. If the building principal determines that the employees participation on a specific date is in conflict with the schedule of events for the building, the principal may deny the request to adjust that individual's schedule on that night (i.e. conference night at the school is held simultaneously with a high school basketball game).

7. The Superintendent may increase the regular hours of any bargaining unit position by up to two (2) hours per day for not more than thirty (30) work days without posting the position as a new or vacant job.

Article VIII (8) – Notice of Annual Salary

Each classified school employee shall receive a "notice of annual salary" (or hourly rate) no later than July 1st of each year.

Such salary shall not be lower than the preceding year unless such reduction is part of a uniform plan affecting all classified employees or a job classification has been changed in compliance with the Ohio Revised Code.

Salary increases may be granted after the annual notice has been given.

Article IX (9) – Holidays

All regular bargaining unit members employed on an eleven (11) or twelve (12) month basis shall receive the following holidays for which they shall be paid their regular rate of pay, provided each such member accrued earnings on his/her next preceding and his/her next following work days before and after such holiday.

New Year's Day

Martin Luther King Day

President's Day – if Board builds such into school calendar

Good Friday – if Board builds such into school calendar

Memorial Day

Independence Day

Labor Day

Thanksgiving Day and day after

Christmas Day and (day before or day after)

All regular twelve (12) month employees will receive the day before and the day after Christmas when Christmas falls on Tuesday, Wednesday, or Thursday.

The President of the Association shall notify the Superintendent each year by October 1st of the choice between the day before Christmas or the day after Christmas as a paid holiday for eleven (11) and twelve (12) month employees when Christmas falls on Friday or Monday.

All regular bargaining unit members employed on a nine (9) or ten (10) month basis shall receive the following holidays for which they shall be paid their regular salary or their regular rate of pay provided each such employee accrued earnings on his/her next preceding and his/her next following work days before and after such holiday.

New Year's Day

Martin Luther King Day

President's Day – if Board builds such into school calendar

Good Friday – if Board builds such into school calendar

Memorial Day

Labor Day

Thanksgiving Day and day after

Christmas Day and day before (day after if Christmas falls on Sunday or Monday)

Bargaining unit members employed less than nine (9) months shall be entitled to a minimum of those holidays enumerated above which fall during the employees time of employment.

When any member is required to work on any of the listed paid holidays, he/she shall be paid at the rate of time and one-half (1-1/2) for all hours worked plus their holiday pay.

Article X (10) – Vacation

A. Twelve (12) month employees are eligible for vacation as follows:

1. Completion of one (1) year of service through the completion of eight (8) years of service – Ten (10) working days.

2. Completion of nine (9) years of service through the completion of fourteen (14) years of service – Fifteen (15) working days.

3. Completion of fifteen (15) years of service or more – Twenty (20) working days.

B. Vacation days will be accumulated as follows:

1– 8 years – .833 days per month
9 –14 years – 1.25 days per month
15 and over – 1.66 days per month

C. Vacation time will not be granted within the first nine (9) months of employment except in the case of an emergency.

D. Vacation time should be used during the year following the year in which it is accumulated.

E. Vacation accumulation will not exceed forty (40) days under any circumstances.

F. Vacation of one (1) or two (2) days, exclusive of major holiday periods, may be taken at any time, but must be requested at least two (2) days in advance and be approved by the immediate Supervisor and the Superintendent.

G. Each building shall have at least one assigned custodian on duty during the times when one or more other building custodians are on vacation.

H. By June 1 of each year, each custodian shall submit a tentative vacation schedule for the next twelve months to the immediate supervisor for any time period of more than two consecutive days. Exception to this rule is that any intent to use days during the winter break shall be indicated on the tentative schedule. The supervisor will share the master vacation calendar with the employees.

I. Changes to the master vacation schedule can be made after the schedule has been established, however said changes shall not create a violation of the master vacation schedule as completed. Two or more bargaining unit members can, by mutual agreement, trade vacation times.

J. Seniority shall be the basis for determining vacation assignments when there is a conflict in vacation scheduling (all custodians make a simultaneous request).

Article XI (11) – Unused Vacation Time to Qualified Survivor(s)

In case of death of a bargaining unit member, the unused vacation leave to the credit of such member, at the proper approved vacation level, shall be determined and prorated portion of his/her earned, but unused vacation leave for the current year shall be paid to the surviving spouse, other dependent(s), or to his/her estate, in accordance to Ohio Revised Code 3319.084.

Article XII (12) – Salary

Salary Schedules

All current bargaining unit members will be paid in twenty-four (24) pays, in accordance with the attached salary schedule, contingent upon agreement for the same twenty-four (24) pay schedule from the exclusive representatives of other bargaining unit employees within the district.

The attached Salary Schedules shall be effective July 2016 through June 2019, which reflect a forty-one cent ($0.41) increase to the hourly rates effective July 1, 2016, thirty-nine cent ($0.39) increase to hourly rates effective July 1, 2017, and a thirty-seven cent ($0.37) increase to hourly rates effective July 1, 2018.

Cafeteria workers who were hired before July 1, 1991 who were "red circled" and placed on the Blended Scale shall remain on that scale.

Boiler School

The Board shall pay each bargaining unit member, upon completion of Low Pressure Boiler Operations/School and successful licensing by the State of Ohio, a one-time lump sum payment of $150.00. Payment shall be made within thirty (30) days of receipt of licensing. In addition, the Board shall reimburse $15 (fifteen dollars) towards the annual renewal cost of the Boiler License.

Article XIII (13) – Insurance Benefits

Insurances

Eligibility

In order to be eligible for insurance, an employee must be contracted for the following:

Employees hired on or before 09/01/00:

- work 20 hrs or more pr/wk regularly, employee pays for the 2016/17 year 8.25% of the premium cost, for the 2017/18 year 8.50% of the premium cost, and for the 2018/19 year 8.75% of the premium cost.

- work less than 20 hrs pr/wk regularly, employee pays 50 percent of the premium in effect for the current contract year.

Employees hired after 09/01/00 and before or on 07/01/06:

- work 25 hrs or more pr/wk regularly, employee pays employee pays for the 2016/17 year 8.25% of the premium cost, for the 2017/18 year 8.50% of the premium cost, and for the 2018/19 year 8.75% of the premium cost.

- works at least 15 hrs pr/wk regularly, but less than 25, employee pays 50 percent of the premium in effect for the current contact year.

- works less than 15 hrs pr/wk regularly, will not be entitled to board paid benefits.

Employees hired after 07/01/2006:

- work 30 hrs or more pr/wk regularly, employee pays employee pays for the 2016/17 year 8.25% of the premium cost, for the 2017/18 year 8.50% of the premium cost, and for the 2018/19 year 8.75% of the premium cost.

- works at least 20 hrs pr/wk regularly, but less than 30 hr/wk, employee pays 50 percent of the premium in effect for the current contract year.

- work less than 20 hrs pr/wk regularly, will not be entitled to board paid benefits.

Employees hired on or after 7/01/2013:

- work 30 hrs or more pr/wk regularly, employee pays for the 2016/17 year 8.25% of the premium cost, for the 2017/18 year 8.50% of the premium cost, and for the 2018/19 year 8.75% of the premium cost.

- work less than 30 hrs pr/wk regularly, will not be entitled to board paid insurance benefits or to participate in the board's insurance program.

Premium, if provided by the insurance provider, shall be applied to employee premiums contributions.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

Medical

A. Employee pays for the 2016/17 year 8.25% of the premium cost, for the 2017/18 year 8.50% of the premium cost, and for the 2018/19 year 8.75% of the premium cost, based on the parameters noted above in section A. Eligibility.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The

Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

C. Preferred Provider – Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be consistent with those adopted by the COG.

D. Preferred Providers – Prescription Drug

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be consistent with those adopted by the COG.

5. Mail order prescription: Mail Order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be submitted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: $1,000

F. Diabetic Management Program: Will be part of all PPO programs.

G. Early Retirement Incentive

Health Insurance shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with SERS providing the participant pays 100% of the Board cost one (1) month in advance.

H. Specifications – PPO:

Maximum Benefits	Unlimited
Deductible	$100/individual $200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of pocket of $500 per individual or $1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid. Out-of System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of $1,000 per individual or $2,000 for two or more family members.

Preventative – Routine pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy – Shall be covered under the terms contained in the benefit booklet.

Dependent Coverage – Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification – Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars ($200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $50,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

Plan description (summary only):

1. Maximum benefits/covered person:
   Class I, II or III - $2,500/person per year.

2. Deductible – Ind. $25 per year

3. Deductible – Family $75 per year

4. Co-insurance Amounts

a.	Class I – Prevention	100% of Usual & Customary (no deductible)
b.	Class II – Basic	80% of Usual & Customary
c.	Class III – Major	80% of Usual & Customary
d.	Class IV – Orthodontia	80% of Usual & Customary
	Lifetime maximum Orthodontia	$1200 per individual

Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

Optical Insurance

Each bargaining unit member shall receive a $450.00 vision benefit during the period of July 1, 2016 through June 30, 2019.

Each bargaining unit member's spouse and dependent shall receive a $250.00 vision benefit during the period of July 1, 2016 through June 30, 2019.

During the period of July 1, 2016 through June 30, 2019, all bargaining unit members shall reimbursed for optical expenses incurred on behalf of the bargaining unit members, spouse and/or covered dependent in accordance with this provision only if not covered by other health coverage.

Bills must be submitted within ninety (90) days of rendered service to the Treasurer's Office to receive such reimbursement and no bargaining unit member or dependent (including spouses) shall receive in excess of the allowed reimbursement during the period of July 1, 2016 through June 30, 2019.

Article XIV (14) – Payroll and Payroll Deductions

A. Pay Schedule

All classified personnel shall be paid hourly in twenty-four (24) pays with one week's wages being retained. Employees may receive this pay in consecutive payments in accordance with the following:

1. Bargaining unit members shall be paid in twenty-four (24) equal pays via direct deposit. Pays would be on the 13th and 28th of each month. If a payday falls on a Sunday, the payday would be the following day (Monday). If a payday falls on a holiday, the payday would be the day before the holiday. For the 2016-17 year only, a twenty-five (25) pay conversion year shall be paid in twenty-five (25) equal pays via direct bank deposit. The first pay of the 2016-17 year shall be August 28, 2016. For the 2017-18 year and beyond, there shall be twenty-four (24) equal pays.

B. Payroll Deduction

Mandatory Deductions:

Retirement, City Tax, State Withholding Tax, Medicare, Federal Withholding Tax and School District Income Tax will automatically be deducted.

2. Optional Deductions:

Employees may authorize the Treasurer's Office to deduct the following from their pay. This must be in writing and submitted to the Treasurer's Office no later than October 1st of each year.

Income Protection Insurance	Association Dues
Employees Credit Union	Tax Sheltered Annuities
Cancer/Intensive Care Insurance	Health and/or Life Insurance
United Way	Premiums; payable by the employee
PEOPLE	125 Plan

Bargaining unit members not employed on a 260-day basis may elect to participate in the programs paid through payroll deduction. Such deduction may be prorated over the number of pays the staff member receives or paid to the Treasurer's Office prior to June 1st.

C. Direct Deposit

The Board shall provide direct deposit of pay checks to the bank or banks designated in the employee's Direct Deposit Application Form. Participation in the direct deposit program is mandatory for all bargaining unit members. If said bargaining unit member does not have a bank account, one will be opened for him/her at the board's main depository.

Article XV (15) – Sick Leave

Sick leave shall be accumulated at a rate of one and one quarter (1-1/4) days per month, not to exceed fifteen (15) days in any one (1) year.

Maximum accumulated sick leave shall be 340 days for the term of this contract.

The following formula will be used to convert sick leave days when an employee's hours have increased or decreased due to various reasons including change of job classification.

$$\frac{\text{Total Accumulated Days x Hours at which Days were Accumulated}}{\text{Daily Hours in New Job}} = \text{Pro-rated Sick leave Days}$$

Provisions of the Family Medical Leave Act apply to the greatest extent permitted by law.

Article XVI(16) – Use of Sick Leave

A. Employees may use sick leave for absence due to personal illness, pregnancy, injury or exposure to contagious disease which could be communicable to others, quarantine and serious illness, injury or death in the immediate family. Maximum sick leave shall be 340 days for the term of this contract. Immediate family is interpreted to include: father, mother, sister, brother, husband, wife, child, parent-in-law, grandparent, grandchild niece, nephew, first cousin, aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law or any member of the household who has stood in the same family relationship of the

employee as any of these. Though there is no absolute rule as to how much leave with pay will be allowed for illness or death in the immediate family, it is assumed that upon the approval of the Principal and Superintendent, five (5) days per year would be adequate absence in such cases. O.R.C. 3319.141.

B. Attendance Incentive Plan

In an effort to reward employees who obtain perfect or near perfect attendance, the following Sick Leave Incentive shall be in place. The calendar year will be broken down into quarters as such: September, October and November as one quarter; December, January and February as one quarter; March, April and May as one quarter and June, July and August as another quarter. Nine (9) month employees shall not be eligible for an award during the quarter of June, July and August. Ten (10) and Eleven (11) month employees shall receive an award on a prorated basis. A ten (10) month employee shall receive 1/3 of the award for the quarter of June, July and August if they qualify and an eleven (11) month employee shall receive 2/3 of the award if they qualify for the same time period. In the event an employee does not use any sick leave during any of the above described quarters, the employee shall receive an award in the amount of 1 ¼ days pay at their regular rate. If an employee uses one (1) sick leave day or less, the employee shall receive an award in the amount of ¾ days pay at their regular rate. The award shall be paid in a separate check no later than the second pay period after the end of the quarter in which it was earned.

C. Conversion of Leave provisions from days per month to hours per month

1. The Treasurer's Office will review all employees' leave including, sick, vacation and personal leave as of May 11th, 2007. The Treasurer's Office will then convert leave categories for each individual classified staff member from the current daily system to a system based upon hours.

2. The conversion from days to hours will be based upon each employee's work schedule according to his/her position(s) that they've bid and been awarded as of March 31, 2007. For example, a four-hour per day employee with 200 days of sick leave will be credited with 800 hours of sick leave. A person who holds two positions totaling six hours per day and has 200 sick days would be credited with 1,200 hours of sick time. An eight-hour employee who has two personal days will be credited with 16 hours of personal leave, etc.

3. Personal and/or Sick time must be taken in the minimum of 2 hour increments for employees who work a shift more than four hours. Personal and/or sick time must be taken in an amount to cover the entire period of the employee's scheduled shift for employees working four hour shifts or less, (i.e. morning bus route, after bus route, 2 Y2. hour cafeteria, 3 hour duty aide, breakfast position, etc.).

4. Vacation time, for those eligible employees, must be taken in the minimum of half or whole day increments. For example, an 8-hour employee must either take four hours (112 day) or eight hours (whole day) of leave.

5. For purposes of paying severance pay to eligible employees (and vacation pay for those eligible employees) according to Article XXVIII (28) Severance Pay, hours shall be converted back to days according to the employee's work schedule according to his/her position(s) that they've bid and been awarded at the time of retirement. For example, a four-hour employee who has a sick leave balance of 1,000 hours will have the equivalent of 250 days leave. One fourth of that balance (62.5 days at the four-hour per day rate) will be paid to the employee in accordance with Article XXVIII (28).

Article XVII (17) – Responsibility and Procedure for Reporting Absence

When it is necessary for an employee to be absent from duty, the employee shall notify his or her immediate superior with reason as soon as the necessity for absence has been determined or as soon thereafter as feasible. In cases where the employee is unable to report his/her absence, a family member or responsible adult may report the absence. Absence for reasons other than illness must be approved in advance, whenever possible, by the Superintendent or designee.

Upon return from the absence, the employee shall accurately complete an appropriate absence form and return the form to the appropriate supervisor.

Any employee who uses four (4) or more consecutive days during a single leave may be required to provide a statement from their physician attesting to their illness or incapacity or that of their immediate family member as defined in Article XVI (16), Section A. Employees who exhibit, over an extensive period of time, an ongoing pattern of absence due to sick leave may also be required to provide a statement attesting to their illness or incapacity or that of their immediate family member as defined in Article XVI (16), Section A. Falsification of sick leave may be grounds for disciplinary action up to and including termination.

Building Principals are responsible for verifying and/or the reporting accurately and promptly all absences of the bargaining unit members under his or her supervision no later than the last day of the payroll period during which the absence occurred. These reports are to be made to the Office of the Superintendent on appropriate forms provided for this purpose. If this does not involve a Building Administrator, then the administrative appointed person shall be responsible.

Article XVIII (18) – Authorized Absence

All bargaining unit members are expected to discharge the duties of their respective position and shall not be absent except for specific reasons authorized by Board policies or by law, or for such other good and sufficient reasons as may be approved by the Superintendent of Schools or designee. Partial or full compensation during a period of authorized absence may be paid within the limitations of Board policies or the law governing such absence.

Article XIX(19) – Unauthorized Absence

No payment of salary shall be made for unauthorized absence. Unauthorized absence from duty shall be considered by the Board as grounds for suspension or dismissal of the bargaining unit member.

Article XX (20) – Personal Absence

A. A maximum of three (3) days of leave shall be available each year to each bargaining unit member with no loss of pay. Personal leave days shall be granted on a $^{1}/2$ day or full day basis. Such leave shall not accumulate from year to year and shall be used for emergencies not covered under other leave policies or for urgent personal business which cannot be conducted outside of the regular workday. Such leave may not be used to extend vacation or holiday periods. Personal days cannot be used for reasons stated in Article XVI, Section A of the Agreement. The only instances where Personal days can be used as described in Article XVI (16), Section A of the Agreement is in the event that the employee has exhausted all sick time and has not been reprimanded by the Board for attendance reasons. Falsification or improper use of personal leave provides the basis for termination of the bargaining unit member's employment.

B. Such leave may be denied if more than one individual of the staff of any building seeks to use personal leave on any one day, provided such limitation may be waived based on the availability of substitutes.

C. Three days of personal leave per school year shall be granted, upon completion of the application form specified below, to accomplish emergency personal business of the individual bargaining unit member that cannot be conducted outside of regular work hours. The member shall not be required to state the reason for the use of these three days.

D. Application for leave, shall be made two (2) days in advance. The Administration has the right to consult with the member about a postponement. The member must sign and forward to the building principal, with a copy to the Superintendent, a leave for which indicates either that the leave is taken to accomplish emergency personal business.

E. For the non use of personal days, one half (1/2) of the personal time not used shall be converted to the accumulated sick leave balance of the bargaining unit member. This transfer shall occur at the end of each school year.

Article XXI (21) – Attendance at Conferences and Workshops/Professional Leave

A. A total of twelve (12) days of member absence per school year for three (3) members many be granted to bargaining unit members for attendance as a delegate or official representative to the OAPSE Annual Meeting. An additional four (4) days may be granted when a member of the bargaining unit is an elected district or state official. This will be at no expense to the Board. The Association President shall notify the Superintendent or designee and the Building Principal at least two (2) weeks in advance as to the dates of the conference and who will attend.

B. Bargaining unit members may be authorized to attend meetings which are scheduled during the regular school term when such attendance will contribute to the in-service education of the staff and the development of the bargaining unit members and programs of the Salem City School District. Requests for attendance at such meetings shall be

submitted in triplicate to the Superintendent or designee through the Building Principal. Such requests should be submitted at least two (2) weeks prior to the scheduled date of such meetings. Personnel shall submit a written report to be shared with the Board and staff members where applicable in order to insure maximum in-service growth of the staff.

If attendance is approved for meetings covered under (B) above, expenses may be reimbursed to the member according to the schedule as follows:

1. Transportation:

   Mileage at the rate established by the Board.

2. Hotel:

   Single rate only (receipt must accompany this form and bill must show single rate). Maximum of sixty-five (65) dollars per night.

3. Meals:

   Up to thirty (30) dollars per day incurred expense with valid receipts.

4. Registration:

   Which includes lodging and meals in lieu of items 2 and 3 above may be approved.

Approval of expenses, if granted, will not exceed the rates established by the Board.

All items are governed by Board policy relative to attendance at conferences and conventions.

Article XXII (22) – Classification Changes

A. When it becomes necessary to change a position of a bargaining unit member because of his/her inability to properly fill the position he/she holds, the Superintendent or designee may make such classification changes after discussing such with the member who is in agreement with the change, and after receiving the concurrence of the Superintendent. The member will be placed on the pay scale of the proper years of experience in the job classification.

B. If a change in classification is suggested for a bargaining unit member and he/she is not in agreement and it is felt the member is not properly doing the job in the present classification; the member shall be relieved of duty according to Article XXXVI "Disciplinary Procedure."

C. Placement by the Superintendent of a member to a different position will entitle the member to be placed on the improved scale at an experience level comparable to the experience level where they are at the time they are reassigned.

D. Bargaining unit members assigned on a temporary basis to work a job which is a higher classification than that bargaining unit member's regular classification, shall be paid at the higher classification rate as of the 6th consecutive day of the assignment.

Article XXIII (23) – Emergency Days

A. When the Superintendent declares an emergency day, any employee directly affected and not required to report to his/her job assignment, will be paid for the day at his/her regular hourly rate (hereafter "emergency pay").

B. When a school or schools are closed, prior to the regular workday, and bargaining unit members are required to work during such closure, they shall be paid at one and one half times their regular hourly rate for the hours worked plus emergency pay, as described in paragraph A. above. Those required to work shall receive a minimum of two (2) hours pay at the rate specified above.

C. Should a school or schools be closed after an employee's regularly scheduled report time and the employee has reported to work, the employee shall be paid their regularly hourly rate plus emergency pay, as described in paragraph A. above, for all hours worked.

D. All bargaining unit members should report to their assignments at their regularly scheduled hour unless they are notified by the immediate supervisor not to report.

E. An emergency day can be for an a.m. work schedule, or a p.m. work schedule, or both. The Superintendent will make that decision.

Article XXIV (24) – Maternity Leave

A. Definition

A maternity leave is absence from work, without pay, by a bargaining unit member who is pregnant or recovering from a completed pregnancy or by a bargaining unit member who is adopting a child.

B. Procedure for Maternity Leave

A bargaining unit member who desires a maternity leave shall notify the Superintendent or designee at least forty-five (45) days in advance of the intended commencement of said leave. This notification shall be in writing and shall indicate the actual date for commencement and termination of the leave.

C. Term of Maternity Leave

All maternity leaves shall be for a period of six (6) months or one (1) work year. All maternity leaves shall continue for at least the remainder of the six (6) months period in which the leave commences. In the event of a leave which commences during the first six (6) months of the work year, the leave may extend for the balance of that work year. A maternity leave of absence may be extended for additional six (6) months, due to special

circumstances and upon approval of the Superintendent and may be extended at the request of an employee who has adopted a child.

D. Termination of Maternity Leave

Bargaining unit members who have requested and been granted maternity leave of absence for the first six (6) months of the year shall notify the Superintendent or designee of their intention to return for the second six (6) months of the work year no later than forty-five (45) days prior to the expiration of the six (6) months_leave. Members who have requested and have been granted maternity leaves of absence for the remainder of the work year, or for one (1) complete work year, shall notify the Superintendent or designee of their intention to return from such leaves for the succeeding work year not later than April 1st.

E. A pregnant bargaining unit member shall be entitled to use sick leave for the period of disability authorized by her attending physician.

F. Early Termination of Maternity Leave

Upon written request of a bargaining unit member to the Superintendent or designee, a maternity leave of absence may be terminated at any time after the termination of pregnancy, subject to the following conditions:

1. The member will be declared eligible to return to regular duties when she submits a written medical certification signed by her attending physician that she is physically able to resume full-time employment, such statement shall be required only if the member is at that time under the care of a physician.

2. Return to duties shall commence at a date agreeable to and approved by the Superintendent or designee for such return from the individual employee, provided that these following conditions are satisfied.

    a. She is declared eligible for reinstatement to active regular duties by her physician (if applicable);

    b. At least forty-five (45) days have expired since receipt of notification of her request for termination of maternity leave;

    c. Provided that the Superintendent has expressly agreed to such early termination.

3. After reinstatement eligibility has been determined, the Superintendent may reassign the member to duty at an earlier time than that which is determined in accordance with the above provisions.

G. Provisions of the Family Medical Leave Act apply to the greatest extent permitted by law.

Article XXV (25) – Jury Duty

A bargaining unit member who is summoned for jury duty or who is summoned to appear before a court as a witness or party in a criminal or civil proceeding shall be paid by the Board his/her regular rate of pay for all time required to perform services for the court. In no instance, shall the employee be required to remit to the Board any compensation they received from the court for the services provided.

Article XXVI (26) – Custodial Status

A. To obtain Head Custodial Status, a Custodian must pass the low pressure boiler operator's test. Each building shall employ one (1) Head Custodian.

B. The Head Custodian shall relate performance information of other custodians in the building to the supervisor. Information to be shared shall relate to task accomplishment, arrival and departure times, hours worked including overtime, and relationships with others.

C. Each building shall employ at least one (I) Custodian I.

D. If an "Activities/Mowing Custodian" is employed, that individual shall have status as a Custodian I.

E. For custodian absence or vacations of two (2) or more days, the following conditions shall apply:

1. Substitute Head Custodian At the beginning of each school year, individuals classified as a Custodian I or II shall have the right to have their names placed on a list for consideration to fill in for a Head Custodian if the Head Custodian is off for any reason. Assignments shall be made based on 1) same building assignment, 2) seniority, with the senior most Custodian I having first right of assignment. A Custodian II would be eligible for the assignment if no Custodian I is interested. In the event that no custodian is interested in the assignment, the least senior Custodian I would be assigned to the position.

2. Substitute Custodian I Using the process describe in the preceding paragraph, to fill the subsequent temporary vacancy created by the filling of the Head Custodian position, or to fill for a Custodian I if a Custodian I is absent or on vacation, only a Custodian I is eligible for the assignment and the selection shall be based on 1) same building assignment, 2) seniority.

3. A Custodian II absence can be filled by a substitute and will not be part of the list.

4. In the rare circumstance when a custodian is temporarily transferred to another position/another classification for which the custodian is qualified, the custodian will be paid at the higher rate for all hours worked in the alternative assignment.

F. The Administration will make an effort to fill every absence.

Article XXVII (27) – Job Vacancies

A. A vacancy occurs when the Salem City Schools Board of Education creates a new position and/or an existing position becomes open due to the retirement, resignation, termination, transfer, death or reduction in force of the person(s) assigned and/or performing the duties of the position that the Board intends to fill. When job vacancies occur or new jobs are created, within the scope of 4117.01, the vacancies shall be posted for a period of five (5) working days in the locations described in Paragraph H. Vacancies in positions that have been historically categorized as confidential and/or supervisory and not contained in Article III of this agreement shall be posted according to Section H of this Article, but nothing in this Agreement shall be construed that the confidential and/or supervisory postings are subject to this Article or Agreement. During the summer months (June, July, August), job postings shall be posted within five (5) days of the position being vacated. In the event the Board does not intend to fill the position, the Board must notify the Union President within five (5) days.

B. The Superintendent, or designee, shall prepare job specifications, description of duties, work location, hours of work, responsibilities, and desirable qualifications for the position.

C. A bargaining unit member must make a request for the vacant position, in writing, within the time limit to the Superintendent, or designee, as indicated in the Notice of Vacancy.

D. All bargaining unit applicants shall receive an initial interview if he/she meets the minimum qualifications listed in the job posting.

1. After receipt of all internal applications, the qualifications of the internal applicants will be evaluated and determined solely by the Superintendent or designee. Criteria to be included in evaluating employees for a vacancy shall include but not be solely limited to: attendance, punctuality, work record, education, training, experience and ability to work with others, performance on a formal skills test and during a formal personal interview.

2. Classification Seniority (where two or more employees in same classification are equally qualified, as determined exclusively by Superintendent or designee)

3. District-wide Seniority (where two or more employees outside the classification are equally qualified as determined exclusively by Superintendent or designee)

E. Only qualified applicants, as determined exclusively by the Superintendent or designee, are eligible to receive the position. If two or more bargaining unit applicants are equally qualified as determined exclusively by the Superintendent or designee, the position shall be awarded to the most senior applicant by classification seniority, then by district-wide seniority.

F. If no bargaining unit member meets the criteria in Paragraph D and E, the position may be awarded to a person not currently employed. The Superintendent or designee has the right to determine final selection.

G. The Board shall strive to award and fill the vacancy within thirty (30) days of the closing of the bids. In time-critical situations as determined by the Superintendent, vacancies may be filled immediately after the close of the positing period.

H. Vacancies will be posted in the following locations:

Main Office of each Building
Custodial Room of each Building
Cafeteria Area of each Building
Bus Garage
Central Office
OAPSE Local #215 President
Maintenance Department
The District's website

I. The bargaining unit member who fills a vacancy, shall take such position subject to the following conditions:

1. The applicant shall be subject to a probationary period of ninety (90) calendar days and may at any time during that period be reassigned to his or her former position. The applicant shall receive in writing from the Board the reasons for reassignment.

2. During the first thirty (30) calendar days probationary period, the bargaining unit member may request that he/she be returned to his or her former position.

3. The probationary position vacated by the employee for any reason will not be re-posted as a new vacancy. Instead, Administration will examine the original posting, re-interview other candidates as necessary from the original list, and award the position from that applicant list. The vacancy will be posted if there were no other qualified candidates from the most recent posting of the position and the Board determines it is necessary to fill the position.

J. Breakfast one-hour position vacancies will be posted and bid in accordance with Section C of this article. In the event that no bargaining unit member applies for the position, the Administration shall have the right to assign the one-hour breakfast position to the least senior employee in the cafeteria classification whose work schedule does not conflict (including other classification assignments) or fill the position in accordance with Section F in this article.

K. The Union President shall receive a copy of all positions, those who apply and the name(s) of those awarded the position(s).

L. When additional help is required for summer work (summer custodial work, bus cleaning, painting, etc.), nine (9), ten (10) and eleven (11) month employees shall be offered the position first. When all requests have been addressed, the Superintendent has the right to hire non-Salem City School employees. All requests shall be submitted to the

Superintendent's office in writing no later than May 20th each year. The pay for summer work shall be set at the Custodial II Step 0 level.

M. Vacancies, including any vacancy created by the procedures of this article, may be filled by a substitute until a permanent employee is hired.

N. The Superintendent and the Union President shall meet annually to review bargaining unit job descriptions and any changes to such job descriptions.

O. Assignment and Transfer

The Superintendent may transfer or reassign an employee within the same job classification, with reasonable notification. No reduction in hours/days worked, pay or seniority shall result.

Article XXVIII (28) – Severance Pay

Bargaining Unit Members who have served ten (10) or more years in the Salem City Schools and who have acceptance for receipt of retirement benefits by the School Employees Retirement System may, at the time of their retirement from the Salem City Schools, be paid cash for one-fourth (1/4) of the value of their accrued but unused sick leave. Payment for severance pay shall be made upon receipt by the Board, of satisfactory evidence that the member has been accepted for retirement benefits by the School Employees Retirement System.

1. The Board will provide eighty (80) days of severance pay for bargaining unit members with maximum accumulation (340 days) who submit a letter of resignation at least ninety (90) days prior to retirement date.

2. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment can be paid in one lump sum or in two payments as requested by the retiring members.

3. Severance pay benefits for eligible classified employees but who may not have made application to SERS who die while on active pay status, or on a leave of absence per this Negotiated Agreement, shall be paid to the member's life insurance beneficiary.

4. Retirement Incentive Program

   A. A one-time retirement bonus of 35% of the annual salary received by the bargaining unit member in the year the bargaining unit member becomes eligible for retirement including the then applicable pick-up, but excluding any overtime or supplemental contracts, will be available to bargaining unit members who become first time eligible for retirement or reaches thirty (30) years of service under SERS guidelines and retires effective at the end of the school year in which they qualify. If such individuals choose not to retire when first eligible with less than 30 years of service, would not become eligible again until reaching 30 years of SERS service. If an employee chooses not to retire in the school year he/she

reaches thirty (30) years of service, he/she is not eligible for this Retirement Incentive.

C. The Superintendent must receive an irrevocable notice of intent to retire at least ninety (90) days prior to retirement date and the member must retire by June 30th of the fiscal year he/she first became eligible for retirement.

E. First time eligibility includes the purchasing, if the member chooses to do so, of SERS credit.

F. Individual bargaining unit members are responsible to know when they become eligible and must provide proof from SERS of first-time eligibility.

G. With knowledge of eligibility, the Board, through the Superintendent and the Treasurer, will provide when requested a dollar amount for individuals considering the retirement incentive program.

H. OAPSE and the Board will issue a list of individuals thought to be eligible for the retirement incentive. This list will be posted in each building in the month of September.

I. The retirement incentive program is not available to any individual who has previously retired from any Ohio public retirement system, any individual who has retired due to a disability, or any individual has left the active service of the school district prior to the first year of eligibility.

Article XXIX (29) – Bus Drivers

1. Bargaining unit members will provide transportation to private/parochial/other schools when Salem City Schools are not in session by placing the needed transportation on the rotating trip list and the members being compensated at their regular hourly route rate.

2. School Bus Drivers (regular and substitute) employees in Salem City Schools, shall have the following paid and/or reimbursed by the Board of Education:

   A. Physical examination as required by Rule 3301-83-07 of the Ohio Public Transportation Operation and Safety Rules.

   B. Random alcohol and drug testing as prescribed by the Department of Transportation.

   C. Payment for actual time spent at their regular rate for alcohol or drug testing up to a maximum of two hours.

   D. Renewal of Commercial Drivers License (CDL).

3. There shall be established in the Transportation Department a rotating system of assignments for all extra duty trips. The assignments shall be comprised of a listing in

order of seniority of all regular bus drivers desiring to participate in extra trips and runs in the school system. The assignment of such trips shall be on a rotating basis starting at the top of the list and rotating down. A member shall have the option of passing a trip as the member's name appears at the top of list for the next trip, but if the member passes a trip, such must wait until rotation is completed again prior to qualifying for an extra trip. Any driver who turns back in four (4) or more trips in a six (6) week period will be removed from the rotation and barred from driving extra trips for a six week period of time.

4. The Administration is not precluded from using rental buses for extra-curricular and field trips up to six (6) times per school year in compliance with the Ohio Department of Transportation rules and regulations. One (1) week notice shall be given to the Union. Failure to give proper notice will result in the bus driver at the top of the rotation list being paid for the trip. These guidelines do not preclude a teacher or other school personnel from taking up to nine (9) students to school-related events.

5. If a driver is assigned a trip that is cancelled after the driver arrives at the bus garage to make the trip, that driver will be paid two (2) hours and retain the option to take the next trip not already assigned to another driver.

6. Regular and substitute drivers using any bus will return the bus to the lot cleaned and fueled.

7. When a regular driver needs a substitute, he/she shall notify the Transportation Coordinator, or designee.

8. Each driver is responsible for maintaining discipline on his/her bus. Student violators shall be reported to their respective Building Principals and to the Supervisor of Transportation and Disciplinarian.

9. Kindergarten routes shall be offered on a seniority basis.

10. Each driver is responsible to keeping bus clean and is expected to wash his/her bus three (3) times per school year, and will be paid a maximum of one (1) hour at their regular hourly route rate.

Article XXX (30) – Extra Trips

1. Split trips shall be specified. If specified in advance, driver has the right to accept or reject the trip. If split trip is not specified – driver takes the trip then if it becomes split, the driver will receive compensation.

2. The rate of pay for all extra trips shall be at the extra trip hourly rate from bus garage to bus garage ($11.74 per hour). Bus Drivers shall be guaranteed a minimum of two (2) hours per trip. One half hour shall be added to all extra trips that exceed the two hour minimum.

3. School Bus Certification Slips shall be given to Drivers personally, as soon as possible.

4. Trips shall be put in numerical order when received at office, and passed out in that order.

5. Drivers shall not have the right to drive extra trips in lieu of their regular routes unless circumstances necessitate such assignment.

6. If or when an extra trip, selected by a driver, will result in overtime hours for the applicable time frame, that trip will first be offered to all other drivers, in seniority order, and then to substitute drivers. If no other driver is willing or available to drive the trip, the Transportation Supervisor may authorize overtime in order to meet the needs of the district.

Article XXXI (31) – Extra Trip Meals

Bus Drivers who are scheduled to drive their regularly scheduled route during the day and take an extra trip or special trip on the same day, or who drive on a day which school is not in session, will be paid meal expenses, upon presentation of expense-receipts, not to exceed the following:

$7.00 per meal with a $21 daily maximum for three meals.

A. If the duration of the trip is four (4) hours to seven (7) hours, one meal will be reimbursed. If the trip is more than seven (7) hours, but less than ten (10) hours, two meals will be reimbursed. If the trip exceeds ten hours, the driver will be eligible for the daily maximum.

B. If the trip includes the lunch hour (11:30 a.m. to 1:00 p.m.), the driver shall be paid meal expenses for one meal.

C. Any driver taking an after-school trip that leaves before 5 p.m. and returns after 6:30 p.m. is entitled to expenses for one meal.

Article XXXII (32) – In-Service Days

In-service dates shall be discussed as part of the School Calendar Committee. In the event of a state sponsored waiver day that does not pertain to bargaining unit job duties, bargaining unit members shall receive the day off with pay.

Article XXXIII (33) – Mileage

When bargaining unit members are required to use their personal car when requested by District officials in the performance of previously approved business, they shall be paid the current rate established by the Board.

Article XXXIV (34) – Seniority

The principle of seniority as hereinafter defined shall prevail for layoffs, vacation, and personal days.

A. District-wide seniority shall be defined as the length of employment by a bargaining unit member with the Board as computed from the member's most recent date of hire by the Board.

B. Job classification seniority shall be defined as the length of employment by a bargaining unit member in a particular job classification as computed from the member's recent day of entry into such job classification.

Authorized leaves of absence and layoff, shall not constitute an interruption of continuous service. The Board shall provide an updated seniority list of all employees in the Bargaining Unit by October 15th of each year. This seniority list will delineate both the District-die seniority and Job classification seniority dates of each bargaining unit employee.

Where two (2) or more employees have been hired after June, 2003, at the same Board meeting, then the date of their application form shall be used for district-wide seniority purposes. If no employment application can be later found, district-wide seniority will then be decided based upon the first paid day of employment as a regular employee according to payroll records.

For individuals hired prior to July 1, 2003, who have the same hire date, they shall have any seniority tie broken by a coin toss if the need arises.

Article XXXV (35) – Reduction in Force

If it becomes necessary to reduce staff due to abolishment of position, lack of funds, lack of work, or building closures, the following procedure shall govern such reductions.

A. The Administration shall meet with a committee of the Association at least thirty (30) days prior to the implementation of a Reduction in Force to discuss the advisability and scope of the Reduction in Force, and possible alternatives. The Board retains all management rights to make the final decision.

B. Reductions shall first be made through attrition resulting from resignations, retirements, and transfers. To the maximum extent possible, part-time positions will be eliminated before reductions are made to full-time positions.

C. Reductions shall be made first by classification seniority and secondly by District Seniority. Classification seniority shall be determined by the member's most recent date of employment in that classification. In the event the employee whose position is eliminated is not the person with the least job classification seniority, that individual will be permitted to bump any less senior person in the job classification of layoff. The individual bumped may, in-turn, bump any person with less seniority in the job classification. If an employee cannot bump anyone in the job classification, he/she may exercise his/her District Seniority and bump the least senior employee in another job classification for which the employee is qualified, providing, the employee has more District Seniority than the least senior employee in that job classification. Board approved leaves of absence shall not constitute an interruption of continuous service. Where two (2) or more employees have joined the system at the same time and hired at

the same Board meeting, then the date of their application form shall be used for district-wide seniority purposes.

D. When the Board has determined the need for reduction either system-wide, within a classification, or within a department, or building, new members in an initial probationary, temporary or provisional status shall be laid off first. Additional reductions shall begin the least senior member in any classification, department, or building, continuing in order of seniority until the reduction is complete.

E. Any member affected by such a reduction, either directly or indirectly, shall be granted displacement status.

1. Displacement shall be exercised on the basis of district-wide seniority. Any member affected by such a reduction may displace any less senior member in a position the employee is qualified to perform at the time of displacement. However, if a member chooses to displace a less senior member in a different classification from which he/she was RIF'd and that member previously worked in that classification, the member's previous seniority in that classification will not be recognized. RIF provisions are effective January 1, 2006 and later.

2. Employees will be recalled in the reverse order of job classification seniority, according to the classification or class from which they were laid off. Any member laid off shall retain recall status for a period of thirty (30) months during which time the Board shall not hire any *new* employee or promote any present employee to any classification affected by a reduction until all members reduced or laid off have been offered an opportunity to be reinstated. During any layoff period, promotions will be granted only when they will not interfere with the recall of any laid-off member. No employee reduced in accordance with this article shall be required to accept employment in any classification other than that classification from which he/she was laid off.

3. Ten (10) calendar days prior to the effective date of any layoff, the Board will notify, in writing, each member to be laid off; a copy of the notification will be given to the President of the Association. Member notification shall include reason for layoff, recall, and reinstatement rights.

4. Vacancies which occur after any reduction shall be offered by registered mail to the highest seniority member on the reinstatement list, at which time the member must respond in writing to the Superintendent within five (5) calendar days. If the position is declined or the member fails to respond in writing to the Superintendent within five (5) calendar days, the member's name shall be removed from the reinstatement list and the next member in line of recall shall be offered the position. No employee shall be removed from the recall list for refusing recall to a different classification from which they were laid off.

5. It shall be the responsibility of any laid off member to provide the Board, during any layoff period, their current mailing address. If the registered notice is returned unopened, that laid off member will be considered as resigned.

6. An employee who is on the recall list and accepts temporary employment in another classification shall retain recall rights in the classification from which they were laid off in accordance with this article.

7. In the event of a long-term absence (exceeding 15 work days) of an employee in a classification, the most senior employee with recall rights in such classification will be placed in that absent position. Such employee will be paid at the step on the wage schedule the employee was on prior to the reduction-in-force.

Article XXXVI (36) – Disciplinary Procedure

A. Before implementing a suspension, discharge, demotion, or reduction in hours of a non-probationary bargaining unit member, the Superintendent or his/her designee shall hold a conference with the member to afford the member an opportunity of learning the reasons for the intended disciplinary action, and to challenge the reason for the intended action or otherwise attempt to explain the alleged misconduct or other cause. The member has the right to be accompanied to the conference by two (2) Association Representatives. The conference will be scheduled as promptly as possible by the Superintendent or his/her designee. The Superintendent or designee will conduct the conference but shall give the charged party and his/her representatives full opportunity to answer to any and all of the allegations as well as offer a full opportunity for explanation to any and all of the allegations. If the Superintendent or designee determines that the member's continued presence in employment prior to the conference poses a danger to persons or property or a threat to disrupting operations, he/she may suspend the member with pay pending the conference to determine the disciplinary action. No member shall suffer any loss of wages or benefits prior to the Superintendent or his/her designee conducting the above described conference. In the event the said bargaining unit member receives discipline as described above, the bargaining unit member retains all rights contained in Article VI of the Agreement and any grievance filed shall be filed at Step Two of the Grievance Procedure.

B. Subject to the exceptions in Paragraph C, the first instance of misconduct by a bargaining unit member shall result in a written reprimand from his supervisor or administrator. Further misconduct shall result in suspension without pay, imposed by the Superintendent. Misconduct thereafter may result in additional suspensions by the Superintendent or discharge by the Board.

C. Certain offenses are serious enough to warrant discharge without regard to the previous disciplinary record of the member. Such offenses include, but are not limited to:

1. Theft of or damage to property of the Board of Education;

2. Theft of or damage to the property of any employee or Board member of the Salem City School District;

3. The uttering of threatening or abusive language to any employee of the Salem City School District, Board member, other Board personnel, student (s), or the public;

4. Intoxication, or being under the influence of a controlled substance; or the sale, possession, or the use of any controlled substance while on duty;

5. Falsification of any records, including employment records;

6. Assault;

7. Sleeping on duty;

8. Harassment of any employee of the Salem City School District, Board member, other Board personnel, student(s), or the public including but not limited to sexual, religious, personal, or physical harassment;

When implementing a suspension, discharge, demotion, or reduction in hours, the Superintendent shall provide notice to the affected bargaining unit member. The notice shall indicate the grounds for the action. Disciplinary action is effective according to the terms of the notice. The member may file a grievance concerning his/her discipline or discharge in accordance with the time limits set forth in the grievance article.

Article XXXVII (37) – S.E.R.S. Pick-Up

A. The Board shall direct the Treasurer on behalf of the Salem City School District Board of Education to contribute to the School Employees Retirement System (SERS).

The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the hourly wages otherwise payable to such classified employees.

B. The total annual hourly wage for each employee shall be the hourly wage otherwise payable under their contracts. The total hourly wage shall be payable by the Board in two (2) parts; (1) deferred hourly wage and (2) cash hourly wage. An employee's deferred hourly wage shall be equal to that percentage of said employee's total annual hourly wage which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pick-up" of the SERS employee contribution otherwise payable by the employee. An employee's cash hourly wage shall be equal to said employee's total annual hourly wage less the amount of the "pickup" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

C. The Board's total combined expenditures for employee's total annual hourly wages otherwise payable under their contracts (including "pick-up" amounts) and its employer

contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

D. The Board shall compute and remit its employer contributions to SERS based upon the total annual hourly wage, including the "pick-up". The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total annual hourly wage, including the amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual hourly wage, including the amount of "pickup". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

E. The "pick-up" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision. Participation in the SERS pick-up shall not be at the employee's option.

F. This provision shall be effective and the "pick-up" shall apply to all payroll payments made after June 30, 2005.

G. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

Article XXXVIII (38) – Drug Free Workplace

A. The Association and the Board agree to abide by the Ohio Department of Worker's Compensation Drug Free Workplace Program.

Article XXXIX (39) – Miscellaneous

A. Dates When School is not in Session

Employees who normally work the 3:00 p.m. to 11:30 p.m. shift shall have the option of working 7:00 a.m. to 3:30 p.m. In the event no employee in a given building desires to work the 3:00 p.m. to 11:30 p.m. shift, and the Board can demonstrate the need (examples: Athletic Contests, School and Community Meetings and night Education Activities) to have the 3:00 p.m. to 11:30 p.m. shift covered, the most senior person on the 3:00 p.m. to 11:30 shift shall be offered the assignment first and the employee shall have the right of refusal. If the assignment is refused by the most senior employee on the shift, the next senior shall be offered the assignment with the right to refusal. When all 3:00 p.m. to 11:30 p.m. employees refuse the assignment, the assignment shall be offered to all 7:00 a.m. to 3:30 p.m. employees in the same building by the method described above. When no employee regardless of shift accepts the assignment, the least senior employee who normally works the 3:00 p.m. to 11:30 p.m. shift shall then accept the assignment. When two (2) or more employees are needed, the above procedure shall be

the same except that the two (2) or more least senior employees shall accept the assignment.

B. Presence of Custodian When Building is in Use After School Hours

Principals are required by the Board to assume full responsibility for the buildings to which they are assigned. School and community activities scheduled by the Board in the various buildings require that custodians be present to open and secure the buildings. School activities scheduled by the Building Principal on the regular school calendar require the services of a Custodian. A Building Principal may allow small groups under supervision of school personnel to use limited areas of a building without the service of a Custodian.

C. Work During Extended Breaks

Work during extended breaks shall be offered to nine and ten-month bargaining unit members before non-bargaining unit members are hired. Compensation will be at the same rate as offered to non-bargaining unit members.

1. At the beginning of each school year, district employees interested in serving in a substitute custodian capacity during vacation periods (winter, spring, and summer breaks) shall submit a written request to be used as a substitute custodian when the need arises.

2. Substitute employees will be required to demonstrate the ability to use necessary equipment and to meet the minimum physical requirements for the position. Training will be provided periodically to assure individuals understand the safe and proper use of cleaning equipment. Substitutes will not be paid for training time.

D. Hepatitis/Meningitis Shots/or Other Required Inoculations

The Board of Education will pay for bargaining unit members to receive Hepatitis shots or Meningitis shots when requested, or when other inoculations are ordered by the Columbiana County Department of Health, but only when administered by the Columbiana County Health Department or the School Nurse.

The Medical Insurance carrier will not cover the above shots when taken to fulfill the responsibility of a bargaining unit position or required as a result of their position.

E. Time Recording of Work Hours

There will be a uniform method of demonstrating a bargaining unit member's time on the job. This may include time clocks, time sheets, or electronic reporting. The method shall be consistent among all bargaining unit members assigned to the same work site.

F. Employees Dispensing Medicine

All bargaining unit members who dispense medicine as part of their job duties or who may need to dispense medications will receive training from a health care professional prior to July 1, 2011.

G. From time to time, bargaining unit members will be offered the opportunity for training to improve their job skills at no expense to the bargaining unit members. Such training is not optional except for bargaining unit members-within five (5) years of retirement. If all bargaining unit members in the classification to be provided training are members of the exempted group (i.e., within five years of retirement), the employee with the lowest seniority shall attend the training.

Article XL (40) – General Provisions

A. Equal Opportunity

The Board shall be an equal opportunity employer. The Board and the Association shall not discriminate against any applicant or employee in terms of wages, hours, assignment, reassignment, lay-off, or suspension or other terms and conditions of employment on the basis of race, religion, color, natural origin, or sex.

B. Conflict with Law

If any provision of this agreement conflicts with any State or Federal law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative except to the extent permitted by law but the remaining provisions hereof shall remain in effect.

C. Waiver of Negotiations During Term of Agreement

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

Exception: In the event that federal or state legislation, rules or regulations require the Board to take action that affect the terms and/or conditions of employment of the bargaining unit, the Board shall notify the Local President. The parties, upon expressed written desire by either party, shall negotiate the affects of the Board's proposed action. The Board shall take no action unless there is an agreement between the parties to resolve any and all issues.

D. Entire Agreement Clause

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

E. The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect.

F. Nothing contained in this Agreement shall supersede the provision of individual employee rights as indicated earlier in this agreement.

G. Within forty-five (45) calendar days after this Agreement is signed, copies shall be printed at the Board's expense and distributed to each employee. A copy shall also be given to each new employee. An additional five (5) copies and disk will be provided to the Local president, upon request, for use by the bargaining unit. The Board of Education shall be responsible for submitting a copy of the new contract to the State Employment Relations Board.

H. Duration of Contract

This agreement becomes effective 12:01 a.m. on July 1, 2016 and shall continue in full force and effect until midnight, June 30, 2019.

Signatures of Approval for Contract July 1, 2016 - June 30, 2019

For the Board of Education of
The Salem City School District

Board President

Superintendent

Treasurer

25 May 2016

Date

For the Ohio Association of Public
School Employees #215

OAPSE Local #215 President

OAPSE Local #215 Representative

OAPSE Local #215 Representative

Bill Padisak

OAPSE Field Representative

Sept. 8, 2016

Date

SALEM CITY SCHOOLS

STATEMENT OF INTENTIONS

The Salem City School District Board of Education and OAPSE, Local #225, agreed, as part of their negotiations for this successor collective bargaining agreement, to study the potential benefits that could arise from a payroll system focusing upon payment for hours worked rather than an annual salary. Representative of the Board and OAPSE will meet and cooperate, during the term of this agreement, to determine if the above referenced change would provide value to the school district and its employees.

Bill Gray, President, OAPSE Local #225

Joseph A. Shivers, Superintendent

22 July 2016

Date

25 July 2016

Date

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SALEM CITY SCHOOLS HOURLY WA NDEX BY CLASSIFICATION 2016/17

	Secy260	SecyNon260	SupplyClerk	ParaPro	DutyAide	MaintFore	MaintHelper	Head Cust	Custodian I	Custodian II	Bus Driver	Ca..teria
Step	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
0	11.88	$11.67	$14.59	$11.75	$8.62	$17.25	$14.90	$14.39	$13.63	$10.83	$17.30	$8.62
1	12.13	$11.91	$14.83	$11.98	$8.86	$17.25	$15.15	$14.65	$13.86	$11.09	$17.54	$8.86
2	12.39	$12.15	$15.08	$12.24	$9.10	$17.51	$15.40	$14.89	$14.11	$11.34	$17.79	$9.10
3	12.61	$12.39	$15.32	$12.24	$9.35	$17.75	$15.66	$15.13	$14.35	$11.56	$18.03	$9.35
4	12.87	$12.64	$15.55	$12.24	$9.35	$17.99	$15.88	$15.37	$14.60	$11.56	$18.03	$9.35
5	13.11	$12.81	$15.80	$12.24	$9.35	$18.23	$16.12	$15.65	$14.84	$11.56	$18.03	$9.35
6	13.35	$13.14	$16.05	$12.47	$9.58	$18.47	$16.39	$15.86	$15.09	$11.56	$18.26	$9.58
7	13.59	$13.38	$16.29	$12.47	$9.58	$18.69	$16.61	$16.11	$15.34	$11.56	$18.26	$9.58
8	13.83	$13.61	$16.53	$12.47	$9.58	$18.97	$16.87	$16.35	$15.56	$11.56	$18.26	$9.58
9	13.83	$13.61	$16.53	$12.47	$9.83	$18.97	$16.87	$16.35	$15.56	$11.56	$18.52	$9.83
10	14.08	$13.85	$16.76	$12.47	$9.83	$19.21	$17.10	$16.58	$15.81	$11.56	$18.52	$9.83
11	14.08	$13.85	$16.76	$12.71	$9.83	$19.21	$17.10	$16.58	$15.81	$11.56	$18.52	$9.83
12	14.31	$14.10	$17.01	$12.71	$10.09	$19.45	$17.34	$16.86	$16.06	$11.82	$18.77	$10.09
13	14.31	$14.10	$17.01	$12.71	$10.09	$19.45	$17.34	$16.86	$16.06	$11.82	$18.77	$10.09
14	14.31	$14.10	$17.01	$12.71	$10.09	$19.45	$17.34	$16.86	$16.06	$11.82	$18.77	$10.09
15	14.57	$14.33	$17.26	$12.96	$10.57	$19.69	$17.60	$17.08	$16.30	$11.82	$19.02	$10.57
16	14.57	$14.33	$17.26	$12.96	$10.57	$19.69	$17.60	$17.08	$16.30	$12.06	$19.02	$10.57
17	14.57	$14.33	$17.26	$12.96	$10.57	$19.69	$17.60	$17.08	$16.30	$12.06	$19.02	$10.57
18	14.57	$14.45	$17.75	$13.19	$11.72	$20.18	$18.06	$17.57	$16.80	$12.06	$19.29	$11.72
19	15.05	$14.45	$17.75	$13.19	$11.72	$20.18	$18.06	$17.57	$16.80	$12.06	$19.29	$11.72
20	15.05	$14.45	$17.75	$13.19	$11.72	$20.18	$18.06	$17.57	$16.80	$12.31	$19.29	$11.72
21	15.15	$14.59	$17.90	$13.44	$11.98	$20.34	$18.29	$17.69	$16.91	$12.31	$19.47	$11.98
22	15.15	$14.59	$17.90	$13.44	$11.98	$20.34	$18.29	$17.69	$16.91	$12.31	$19.47	$11.98
23	15.15	$14.59	$17.90	$13.44	$11.98	$20.34	$18.29	$17.69	$16.91	$12.31	$19.47	$11.98
24	15.15	$14.59	$17.90	$13.44	$11.98	$20.34	$18.29	$17.69	$16.91	$12.31	$19.47	$11.98
25	15.47	$14.71	$18.22	$13.80	$12.26	$20.65	$18.63	$18.00	$17.23	$12.31	$19.68	$12.26
26	15.47	$14.71	$18.22	$13.80	$12.26	$20.65	$18.63	$18.00	$17.23	$12.31	$19.68	$12.26
27	15.47	$14.71	$18.22	$13.80	$12.26	$20.65	$18.63	$18.00	$17.23	$12.31	$19.68	$12.26
28	15.47	$14.71	$18.22	$13.80	$12.26	$20.65	$18.63	$18.00	$17.23	$12.31	$19.68	$12.26
29	15.47	$14.71	$18.22	$13.80	$12.26	$20.65	$18.63	$18.00	$17.23	$12.31	$19.68	$12.26
30	15.47	$14.71	$18.22	$13.80	$12.26	$20.65	$18.63	$18.00	$17.23	$12.31	$19.68	$12.26
31	15.47	$14.71	$18.22	$13.80	$12.26	$20.65	$18.63	$18.00	$17.23	$12.31	$19.68	$12.26
32	15.47	$14.71	$18.22	$13.80	$12.26	$20.65	$18.63	$18.00	$17.23	$12.31	$19.68	$12.26
33	15.47	$14.71	$18.22	$13.80	$12.26	$20.65	$18.63	$18.00	$17.23	$12.31	$19.68	$12.26
34	15.47	$14.71	$18.22	$13.80	$12.26	$20.65	$18.63	$18.00	$17.23	$12.31	$19.68	$12.26
35	15.47	$14.71	$18.22	$13.80	$12.26	$20.65	$18.63	$18.00	$17.23	$12.31	$19.68	$12.26
	Sec. HS. MS, Cur., Voc.	Sec./2nd MS, HS Cash., Elem.			Duty, Library, Gym, AV Aide							

TO CALCULATE YOUR ANNUAL CONTRACTED AMOUNT, MULTIPLY YOUR HOURLY RATE TIMES HOURS PER DAY TIMES DAYS PER YEAR.

SALEM CITY SCHOOLS HOURLY WA NDEX BY CLASSIFICATION 2017/18

	Secy260	SecyNon260	SupplyClerk	ParaPro	DutyAide	MaintFore	MaintHelper	Head Cust	Custodian I	Custodian II	Bus Driver	afeteria
Step	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
0	12.27	$12.06	$14.98	$12.14	$9.01	$17.64	$15.29	$14.78	$14.02	$11.22	$17.69	$9.01
1	12.52	$12.30	$15.22	$12.37	$9.25	$17.64	$15.54	$15.04	$14.25	$11.48	$17.93	$9.25
2	12.78	$12.54	$15.47	$12.63	$9.49	$17.90	$15.79	$15.28	$14.50	$11.73	$18.18	$9.49
3	13	$12.78	$15.71	$12.63	$9.74	$18.14	$16.05	$15.52	$14.74	$11.95	$18.42	$9.74
4	13.26	$13.03	$15.94	$12.63	$9.74	$18.38	$16.27	$15.76	$14.99	$11.95	$18.42	$9.74
5	13.5	$13.20	$16.19	$12.63	$9.74	$18.62	$16.51	$16.04	$15.23	$11.95	$18.42	$9.74
6	13.74	$13.53	$16.44	$12.86	$9.97	$18.86	$16.78	$16.25	$15.48	$11.95	$18.65	$9.97
7	13.98	$13.77	$16.68	$12.86	$9.97	$19.08	$17.00	$16.50	$15.73	$11.95	$18.65	$9.97
8	14.22	$14.00	$16.92	$12.86	$9.97	$19.36	$17.26	$16.74	$15.95	$11.95	$18.65	$9.97
9	14.22	$14.00	$16.92	$12.86	$10.22	$19.36	$17.26	$16.74	$15.95	$11.95	$18.91	$10.22
10	14.47	$14.24	$17.15	$12.86	$10.22	$19.60	$17.49	$16.97	$16.20	$11.95	$18.91	$10.22
11	14.47	$14.24	$17.15	$13.10	$10.22	$19.60	$17.49	$16.97	$16.20	$11.95	$18.91	$10.22
12	14.7	$14.49	$17.40	$13.10	$10.48	$19.84	$17.73	$17.25	$16.45	$12.21	$19.16	$10.48
13	14.7	$14.49	$17.40	$13.10	$10.48	$19.84	$17.73	$17.25	$16.45	$12.21	$19.16	$10.48
14	14.7	$14.49	$17.40	$13.10	$10.48	$19.84	$17.73	$17.25	$16.45	$12.21	$19.16	$10.48
15	14.96	$14.72	$17.65	$13.35	$10.96	$20.08	$17.99	$17.47	$16.69	$12.21	$19.41	$10.96
16	14.96	$14.72	$17.65	$13.35	$10.96	$20.08	$17.99	$17.47	$16.69	$12.45	$19.41	$10.96
17	14.96	$14.72	$17.65	$13.35	$10.96	$20.08	$17.99	$17.47	$16.69	$12.45	$19.41	$10.96
18	14.96	$14.84	$18.14	$13.58	$12.11	$20.57	$18.45	$17.96	$17.19	$12.45	$19.68	$12.11
19	15.44	$14.84	$18.14	$13.58	$12.11	$20.57	$18.45	$17.96	$17.19	$12.45	$19.68	$12.11
20	15.44	$14.84	$18.14	$13.58	$12.11	$20.57	$18.45	$17.96	$17.19	$12.70	$19.68	$12.11
21	15.54	$14.98	$18.29	$13.83	$12.37	$20.73	$18.68	$18.08	$17.30	$12.70	$19.86	$12.37
22	15.54	$14.98	$18.29	$13.83	$12.37	$20.73	$18.68	$18.08	$17.30	$12.70	$19.86	$12.37
23	15.54	$14.98	$18.29	$13.83	$12.37	$20.73	$18.68	$18.08	$17.30	$12.70	$19.86	$12.37
24	15.54	$14.98	$18.29	$13.83	$12.37	$20.73	$18.68	$18.08	$17.30	$12.70	$19.86	$12.37
25	15.86	$15.10	$18.61	$14.19	$12.65	$21.04	$19.02	$18.39	$17.62	$12.70	$20.07	$12.65
26	15.86	$15.10	$18.61	$14.19	$12.65	$21.04	$19.02	$18.39	$17.62	$12.70	$20.07	$12.65
27	15.86	$15.10	$18.61	$14.19	$12.65	$21.04	$19.02	$18.39	$17.62	$12.70	$20.07	$12.65
28	15.86	$15.10	$18.61	$14.19	$12.65	$21.04	$19.02	$18.39	$17.62	$12.70	$20.07	$12.65
29	15.86	$15.10	$18.61	$14.19	$12.65	$21.04	$19.02	$18.39	$17.62	$12.70	$20.07	$12.65
30	15.86	$15.10	$18.61	$14.19	$12.65	$21.04	$19.02	$18.39	$17.62	$12.70	$20.07	$12.65
31	15.86	$15.10	$18.61	$14.19	$12.65	$21.04	$19.02	$18.39	$17.62	$12.70	$20.07	$12.65
32	15.86	$15.10	$18.61	$14.19	$12.65	$21.04	$19.02	$18.39	$17.62	$12.70	$20.07	$12.65
33	15.86	$15.10	$18.61	$14.19	$12.65	$21.04	$19.02	$18.39	$17.62	$12.70	$20.07	$12.65
34	15.86	$15.10	$18.61	$14.19	$12.65	$21.04	$19.02	$18.39	$17.62	$12.70	$20.07	$12.65
35	15.86	$15.10	$18.61	$14.19	$12.65	$21.04	$19.02	$18.39	$17.62	$12.70	$20.07	$12.65
	Sec. HS. MS, Cur., Voc.	Sec./2nd MS, HS Cash., Elem.			Duty, Library, Gym, AV Aide							

TO CALCULATE YOUR ANNUAL CONTRACTED AMOUNT, MULTIPLY YOUR HOURLY RATE TIMES HOURS PER DAY TIMES DAYS PER YEAR.

SALEM CITY SCHOOLS HOURLY WA(NDEX BY CLASSSIFICATION 2018/19

	Secy260	SecyNon260	SupplyClerk	ParaPro	DutyAide	MaintFore	MaintHelper	Head Cust	Custodian I	Custodian II	Bus Driver	...feteria
Step	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
0	12.64	$12.43	$15.35	$12.51	$9.38	$18.01	$15.66	$15.15	$14.39	$11.59	$18.06	$9.38
1	12.89	$12.67	$15.59	$12.74	$9.62	$18.01	$15.91	$15.41	$14.62	$11.85	$18.30	$9.62
2	13.15	$12.91	$15.84	$13.00	$9.86	$18.27	$16.16	$15.65	$14.87	$12.10	$18.55	$9.86
3	13.37	$13.15	$16.08	$13.00	$10.11	$18.51	$16.42	$15.89	$15.11	$12.32	$18.79	$10.11
4	13.63	$13.40	$16.31	$13.00	$10.11	$18.75	$16.64	$16.13	$15.36	$12.32	$18.79	$10.11
5	13.87	$13.57	$16.56	$13.00	$10.11	$18.99	$16.88	$16.41	$15.60	$12.32	$18.79	$10.11
6	14.11	$13.90	$16.81	$13.23	$10.34	$19.23	$17.15	$16.62	$15.85	$12.32	$19.02	$10.34
7	14.35	$14.14	$17.05	$13.23	$10.34	$19.45	$17.37	$16.87	$16.10	$12.32	$19.02	$10.34
8	14.59	$14.37	$17.29	$13.23	$10.34	$19.73	$17.63	$17.11	$16.32	$12.32	$19.02	$10.34
9	14.59	$14.37	$17.29	$13.23	$10.59	$19.73	$17.63	$17.11	$16.32	$12.32	$19.28	$10.59
10	14.84	$14.61	$17.52	$13.23	$10.59	$19.97	$17.86	$17.34	$16.57	$12.32	$19.28	$10.59
11	14.84	$14.61	$17.52	$13.47	$10.59	$19.97	$17.86	$17.34	$16.57	$12.32	$19.28	$10.59
12	15.07	$14.86	$17.77	$13.47	$10.85	$20.21	$18.10	$17.62	$16.82	$12.58	$19.53	$10.85
13	15.07	$14.86	$17.77	$13.47	$10.85	$20.21	$18.10	$17.62	$16.82	$12.58	$19.53	$10.85
14	15.07	$14.86	$17.77	$13.47	$10.85	$20.21	$18.10	$17.62	$16.82	$12.58	$19.53	$10.85
15	15.33	$15.09	$18.02	$13.72	$11.33	$20.45	$18.36	$17.84	$17.06	$12.58	$19.78	$11.33
16	15.33	$15.09	$18.02	$13.72	$11.33	$20.45	$18.36	$17.84	$17.06	$12.82	$19.78	$11.33
17	15.33	$15.09	$18.02	$13.72	$11.33	$20.45	$18.36	$17.84	$17.06	$12.82	$19.78	$11.33
18	15.33	$15.21	$18.51	$13.95	$12.48	$20.94	$18.82	$18.33	$17.56	$12.82	$20.05	$12.48
19	15.81	$15.21	$18.51	$13.95	$12.48	$20.94	$18.82	$18.33	$17.56	$12.82	$20.05	$12.48
20	15.81	$15.21	$18.51	$13.95	$12.48	$20.94	$18.82	$18.33	$17.56	$13.07	$20.05	$12.48
21	15.91	$15.35	$18.66	$14.20	$12.74	$21.10	$19.05	$18.45	$17.67	$13.07	$20.23	$12.74
22	15.91	$15.35	$18.66	$14.20	$12.74	$21.10	$19.05	$18.45	$17.67	$13.07	$20.23	$12.74
23	15.91	$15.35	$18.66	$14.20	$12.74	$21.10	$19.05	$18.45	$17.67	$13.07	$20.23	$12.74
24	15.91	$15.35	$18.66	$14.20	$12.74	$21.10	$19.05	$18.45	$17.67	$13.07	$20.23	$12.74
25	16.23	$15.47	$18.98	$14.56	$13.02	$21.41	$19.39	$18.76	$17.99	$13.07	$20.44	$13.02
26	16.23	$15.47	$18.98	$14.56	$13.02	$21.41	$19.39	$18.76	$17.99	$13.07	$20.44	$13.02
27	16.23	$15.47	$18.98	$14.56	$13.02	$21.41	$19.39	$18.76	$17.99	$13.07	$20.44	$13.02
28	16.23	$15.47	$18.98	$14.56	$13.02	$21.41	$19.39	$18.76	$17.99	$13.07	$20.44	$13.02
29	16.23	$15.47	$18.98	$14.56	$13.02	$21.41	$19.39	$18.76	$17.99	$13.07	$20.44	$13.02
30	16.23	$15.47	$18.98	$14.56	$13.02	$21.41	$19.39	$18.76	$17.99	$13.07	$20.44	$13.02
31	16.23	$15.47	$18.98	$14.56	$13.02	$21.41	$19.39	$18.76	$17.99	$13.07	$20.44	$13.02
32	16.23	$15.47	$18.98	$14.56	$13.02	$21.41	$19.39	$18.76	$17.99	$13.07	$20.44	$13.02
33	16.23	$15.47	$18.98	$14.56	$13.02	$21.41	$19.39	$18.76	$17.99	$13.07	$20.44	$13.02
34	16.23	$15.47	$18.98	$14.56	$13.02	$21.41	$19.39	$18.76	$17.99	$13.07	$20.44	$13.02
35	16.23	$15.47	$18.98	$14.56	$13.02	$21.41	$19.39	$18.76	$17.99	$13.07	$20.44	$13.02
	Sec. HS. MS, Cur., Voc.	Sec./2nd MS, HS Cash., Elem.			Duty, Library, Gym, AV Aide							

TO CALCULATE YOUR ANNUAL CONTRACTED AMOUNT, MULTIPLY YOUR HOURLY RATE TIMES HOURS PER DAY TIMES DAYS PER YEAR.