
NEGOTIATED AGREEMENT

between the

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
LOCAL 246**

and the

NORDONIA HILLS CITY SCHOOL DISTRICT

Effective July 1, 2023 through June 30, 2026

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PREAMBLE

This agreement is between the Board of Education of the Nordon Hills City School District (hereinafter referred to as the Board) and the Ohio Association of Public School Employees, on behalf of O.A.P.S.E., Local 246 (hereinafter referred to as the Association). The Association is affiliated with the American Federation of State, County and Municipal Employees Local AFSCME Local #4-AFL-CIO.

ARTICLE 1 – RECOGNITION AND DURATION

1:01 The Board recognizes the Association as the sole and exclusive bargaining agent for all employees now employed or to be employed in the Nordon Hills City School System in the following classification series:

- I. Food Service Employees: Food Service Worker, Assistant Manager Elementary/Middle/High School, Manager Elementary, Manager Middle/High School.
- II. Clerical: Board of Education Registrar, Administrative Assistant.
- III. Special Needs Intervention: Building Interventionist.
- IV. Educational Assistance: Student Supervisor, Paraprofessional, Media Resource.
- V. Operations: Cleaner, Full-Time Custodial Duty, Evening/Night Foreman, Courier, Elementary Building Foreman, Middle & High Building Foreman, Maintenance.
- VI. Safety and Security: Building/Grounds Monitor.
- VII. Production, Sound, Lighting & Video (“PSLV”): PSLV Manager, PSLV Assistant Manager.
- VIII. Accounts Payable/Payroll Clerk.

Employees in the following classifications are excluded from the bargaining unit:

Executive Assistant to Superintendent
Administrative Assistant to Business Director
Administrative Assistant to Curriculum and Instruction
Administrative Assistant to Treasurer
Assistant Treasurer
Athletic Director
Operations Supervisor

Food Service Supervisor
Auxiliary Service Personnel
EMIS Coordinator

- 1:02** The Association recognizes that the Board shall at all times exercise its exclusive authority, as granted by law, to establish policy in all matters.
- 1:03** The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitution of the State of Ohio and the United States, including all of the rights defined in Revised Code Section 4117.08.
- 1:03.1 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion of policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- 1:03.2 Direct, assign, supervise, evaluate, or hire employees.
- 1:03.3 Maintain and improve the efficiency and effectiveness of governmental operations.
- 1:03.4 Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- 1:03.5 Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
- 1:03.6 Determine the adequacy of the work force.
- 1:03.7 Determine the overall mission of the employer as a unit or government.
- 1:03.8 Effectively manage the work force.
- 1:03.9 Take actions to carry out the mission of the public employer as a governmental unit.
- 1:04** The exercise of management rights by the Board shall be limited only by the terms of this agreement.
- 1:05** The negotiated agreement shall be effective July 1, 2023 through and including June 30, 2026.
- 1:06** This Agreement constitutes the entire Agreement between the parties and it supersedes all prior understandings (written and oral) not specifically incorporated in

the Agreement. Changes to the Agreement will be made only with the mutual agreement of the Board and the Association, using the Memorandum of Understanding process stated below.

1:06.1 The Board and the Association agree to establish a Classified Labor Management Committee (CLMC). This CLMC will consist of the Association President, four (4) bargaining unit members and up to five (5) members from the administration. The CLMC will meet as needed and use the Interest Based Bargaining (IBB) process to address issues that arise.

1:06.2 Occasionally, members of the CLMC will mutually agree that a written resolution to an issue is required during the life of this Agreement. In such cases, the CLMC will, using the IBB process mutually agree to and write a Memorandum of Understanding that resolves this specific issue.

Once the Memorandum of Understanding is ratified by a vote of the Bargaining Unit membership, it will be presented to the Board for its approval. A ratified and approved Memorandum of Understanding will remain in force during the life of the Agreement and will, by mutual agreement, become part of future Agreements.

1:07 For the duration of this contract, neither the Association, its agents, nor the employees represented by the Association or union shall engage in, assist in, sanction or approve any strike, slowdown or withholding of services against the school system.

ARTICLE 2 – NEGOTIATING PROCEDURES

2:01 SCOPE

Negotiations are limited to wage, fringe benefits, terms and conditions of employment.

2:02 SUBMISSION OF ISSUES

The Board spokesperson shall prepare a joint letter to be signed by the Board and Association spokespersons, notifying the State Employment Relations Board (SERB) of the commencement of negotiations. The impasse procedure specified in Article 2:07.4 of this Agreement will be used if necessary. A copy of the current contract shall accompany the letter to the SERB.

2:03 NEGOTIATION TEAMS

The Board and the Association shall be represented by negotiation teams with a maximum of six (6) members.

2:04 NEGOTIATION MEETINGS

- 2:04.1 Upon receipt of a written request for a meeting, either party will have five (5) regularly scheduled working days to reply to the request. Within ten (10) regularly scheduled working days after receipt of the reply, both parties involved will establish a mutually agreeable site, date and time for a meeting.
- 2:04.2 Once the meeting date, time and place have been established by both parties, the following procedures will be used: in the first meeting, the Association will present its written proposals and give the Board sufficient time to return with a written counter-proposal and render an explanation. Subsequent meetings will be used to negotiate the proposals until a tentative agreement is reached. If the IBB process is employed, the parties will exchange issues at the same time.
- 2:04.3 Each meeting will be held in executive session.
- 2:04.4 Negotiation sessions shall normally be scheduled at time and dates that do not interfere with normal school and work schedules.
- 2:04.5 Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period, mutually agreed upon, to caucus.

2:05 CONFIDENTIALITY

- 2:05.1 News releases shall require mutual agreement.
- 2:05.2 The Association may issue general reports to its membership on the progress of negotiations as long as such reports do not violate the confidentiality requirements in Article 2:04.

2:06 MEDIATION

- 2:06.1 In the event following the completion of the sixty (60) day period, or a date mutually agreed upon, an impasse develops, both parties agree to mutually request assistance from the office of Federal Mediation and Conciliation Services.
- 2:06.2 The mediator assigned to assist shall have authority to participate in the negotiation sessions as may be necessary to resolve the issues that the parties have declared to be at impasse.

2:06.3 The mediation service may be terminated by mutual agreement between the Board and the Association.

2:06.4 If mediation fails to resolve the impasse within sixty (60) days of the first sessions with the mediator, the continued use of the service shall require mutual agreement between the Board and the Association.

2:07 REACHING AGREEMENT

Within thirty (30) days from the time the tentative agreement is reached by the parties, it shall be submitted first to the Association and then to the Board for ratification. Upon ratification, it shall be signed by the appropriate representatives.

2:08 CONSISTENCY WITH THE LAW

If any provision of this agreement between the Board and the Association shall be found contrary to law by court decision or SERB, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event that an article(s) is voided through a legal declaration, the issue(s) may be renegotiated at any time if there is mutual agreement to do so by the Board and the Association.

ARTICLE 3 – GRIEVANCE PROCEDURES

3:01 GRIEVANCE

Definition: The term “GRIEVANCE” is defined as a dispute between the Board and the Association, or between the Board and an employee(s) concerning the interpretation and/or application of, or compliance with any provisions of this agreement and Board Policy relating to the classified staff. When any such grievance arises, the following procedure shall be observed.

3:02 PURPOSE AND OBJECTIVE

The primary purpose of this procedure shall be to obtain at the lowest administrative step, and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

3:03 TIME LIMITS

3:03.1 A “day” shall be defined as a calendar day excluding Saturdays, Sundays, and all legal holidays. The number of days indicated at each step is considered a maximum.

3:03.2 If a grievance is not initiated at STEP ONE within ten (10) days after the grievant knew of the event or condition upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.

3:03.3 At steps I thru III, all grievances must be appealed to the next formal step within ten (10) days unless the local President and Assistant Superintendent or their designees mutually agree to an extension.

Failure to do so shall deem the grievance settled on the basis of the disposition at the previous step. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next step.

3:04 PROCESS

3:04.1 An employee(s) having a grievance must take it up orally with his/her supervisor. The Local President (or the Local President's designee) shall be included in this meeting. If not settled in this manner, within ten (10) days, a grievance then must be written stating the basis for the grievance. Grievances involving discipline shall be filed with the Business Director and shall not require a meeting with the immediate supervisor.

3:04.2 Prior to the grievance moving to Step 1, the grievance will be reviewed by Grievance Committee.

3:04.3 The process for grievances shall start with the grievance being reviewed by a Local 246 grievance committee. If this process is not followed, the grievance shall be withdrawn but may be refiled if time for filing remains. If the grievance is to proceed further, the process continues with the following supervisory personnel:

**Food ServiceFood Service Supr.
ClerksTreasurer
Administrative AssistantsBuilding Principal
Media ResourceBuilding Principal
Student SupervisorsBuilding Principal
Paraprofessional.....Building Principal
Building InterventionistBuilding Principal
Board of Education Registrar.....Superintendent/designee
** Custodians (Including Evening/Night
Foreman, Elementary Building
Foreman, Middle & High School
Building Foreman), CleanerOperations Supr.
MaintenanceOperations Supr.

Courier	Operations Supr.
Central Office.....	Immediate Central Office Supr.
Buildings and Grounds Monitor	Building Principal
PSLV Manager.....	Building Principal
PSLV Assistant Manager.....	Building Principal

**The food service manager and building foreman cannot issue a formal response to a grievance. However, they and supervisors will be consulted by the building principal before she/he issues an oral answer to the grievance.

3:05 STEP I OF THE WRITTEN GRIEVANCE

- 3:05.1 If the grievance is not resolved orally, the aggrieved employee(s) shall file a grievance in writing, in triplicate, to the Business Director. The written grievance shall list the date of the oral discussion, which shall be initialed by the supervisor. The written grievance shall be prepared jointly by the building representative and grievant, shall specify the section(s) allegedly violated, the dates of such violations, how the employee believes the contract provision(s) has been violated and suggested resolutions. If this process is not followed, the grievance shall be withdrawn but may be refiled if time for filing remains.
- 3:05.2 The Business Director shall within ten (10) days after receipt of the grievance meet with the aggrieved employee(s) his/her immediate Supervisor, the Grievance Chairperson, and the President to review the grievance. The Business Director shall submit a written answer to the aggrieved employee(s) within ten (10) days with copies to the Superintendent, the President, Grievance Chairperson, and upon request to the area OAPSE office.
- 3:05.3 Prior to the grievance moving to Step II, the grievance will be reviewed by OAPSE Field Rep and Grievance Committee.

3:06 STEP II OF THE WRITTEN GRIEVANCE:

If the aggrieved employee(s) is not satisfied with the Business Director's written reply, he/she has ten (10) days to appeal this decision to the Superintendent. The appeal shall include all materials previously submitted. The Superintendent shall set up a meeting within ten (10) days of receipt of the grievance and notify the aggrieved employee(s) at least ten (10) days prior to the hearing date. The Superintendent shall provide the aggrieved employee(s) a written answer within ten (10) days after the meeting, with copies going to the parties mentioned above, including the OAPSE Field Office. The time lines for the response may be extended by mutual agreement of the Local President and Superintendent or their designees.

STEP III OF THE WRITTEN GRIEVANCE

- 3:07.1 If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant (through OAPSE) may request a hearing before an Arbitrator. With the agreement of the parties, the dispute may be submitted to grievance mediation through FMCS.
- 3:07.2 The request for arbitration shall be made within thirty (30) days following receipt of the disposition of the grievance in Level Two. The request for arbitration shall be made in writing to the Superintendent. Within ten (10) days following receipt by the Superintendent of the request for arbitration, the Board or its designated representative and the grievant shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of Arbitrators.
- Arbitrators will be selected as follows:
- a. A mutual request for a list of names shall be submitted to AAA. It shall be specified within the request that no less than three (3) arbitrators named by AAA shall be from Ohio. Each party may request one additional list.
 - b. The list of names shall be reduced to one by the alternate-strike method. The party striking the first names shall be determined by a toss of the coin.
- 3:07.3 Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- 3:07.4 The arbitrator shall hold the necessary hearing promptly, and issue the decision within such time as may be agreed upon. 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.
- 3:07.5 The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from, or modify the language therein, in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to his/her, and to submit observations or declarations of opinion, which are directly essential in reaching the determination.

- 3:07.6 The costs for arbitration shall be shared equally by the Board and the Association. If the grievance proceeds to arbitration without support of the Local, the grievant shall be responsible for one-half the costs of arbitration.

3:08 CONFERENCES

Conferences required by this procedure will be scheduled at such times as will cause little or no disruption to the normal operation of schools.

3:09 MISCELLANEOUS

- 3:09.1 There shall be no reprisals against any employee(s) for filing a grievance.
- 3:09.2 If changes are made in the supervisor structure, the Superintendent or designee shall notify the President of the Association in writing.
- 3:09.3 Nothing contained herein will be construed as limiting the right of any bargaining unit member from resolving a grievance at the informal level without intervention of the Association, provided the resolution is consistent with the terms of this Contract and the Association has been given the opportunity to be present and to state its views.
- 3:09.4 Employee(s) shall be required to be represented by local O.A.P.S.E. officials beginning with Step I of the grievance procedure and other O.A.P.S.E. representative beginning at Step II.
(Form: See Appendix B)

ARTICLE 4 – COMPENSATION

4:01 PAY PROCEDURES

- 4:01.1 The salary notice shall be issued according to law. Persons employed by a salary notice for eleven (11) months or more are full-time employees. Employees with salary notice for less than eleven (11) months per year shall be considered short-time employees.
- 4:01.2 The Board shall have the right to give prior service credit at no more than Step 3 for related work and placement on the salary schedule. The classified central office positions are limited to Step 3.
- 4:01.3 Any employee, permanently promoted within his/her own classification series to a higher paying pay grade shall be advanced to the same step of the salary schedule for the new position.

- 4:01.4 Any employee who is assigned by the supervisor to any higher rated pay grade(s) or job classification(s), shall be paid at the same step of the higher rated pay grade(s) or job classification(s) with the higher rate of pay retroactive to day one (1) for the duration of that reassignment. Employees who volunteer or accept temporary assignment in a lower pay grade within their classification series shall receive their regular rate of pay for the duration of the assignment. Employees who substitute in a classification series other than their own shall be paid the Step 0 rate of pay for the position in which they are subbing.
- 4:01.5 Employees shall be paid in twenty-four (24) pay periods per year. Any pay deductions made on a yearly basis will be prorated over the pay periods. The pay dates will be on a twenty-four (24) pay schedule with pay dates on the 15th and the 30th, unless the 15th or 30th is on a Saturday, Sunday, or nonbanking day. In that event, the pay date shall be on the closest banking day preceding the 15th or 30th.
- 4:01.6 Employees who accept an additional position outside of their classification series will be placed at step 0 in that additional classification series/pay grade.
- 4:01.7 Employees who accept an additional position within their current classification series shall be placed in the additional position's pay grade at their current step. Employees who accept a new position outside their classification series shall be placed up to Step 3.
- 4:01.8 Transfer of seniority for pay purposes shall not be construed to affect seniority for the purposes of job bid/lateral transfer (Article 7.08) or reduction in force (Article 9).
- 4:01.9 Direct deposit will be implemented for all classified employees.

4:02 OVERTIME/ADDITIONAL TIME

- 4:02.1 Any employee who has worked or earned forty (40) hours in any one week, Monday through Friday, shall be compensated at a rate of time-and-a-half (1½) his/her regular rate for excess hours. Any employee shall be eligible for overtime pay who has worked or accrued earnings the weekday immediately preceding the day, holiday, or weekend scheduled for overtime rate payment. Jury duty is considered an exception to this rule.
- 4:02.2 Overtime shall be paid for building checks on weekends and days before or after scheduled holidays at the rate of time-and-one-half (1½). Said building checks will be paid at one-and-one-half (1½) hours at the high

school and one (1) hour at all other buildings. Building checks on Sundays and holidays will be at double (2) time.

- 4:02.3 In the event that substitutes are needed, and the appointing authority determines that replacement or additional work time is required, said additional time shall first be offered to the most qualified, as determined by the building Administrator, short-hour persons regularly assigned to that building on a rotational basis provided the additional assignment does not result in overtime eligibility. Each building administrator will create a list for short hour employees to sign up to express an interest in additional time opportunities. In an urgent/same day situation, the rotation list need not be followed.
- 4:02.4 If an employee refuses overtime, the refused time shall be considered as time offered. In emergency situations of less than 24 hours notice, the time shall not be considered as time offered.
- 4:02.5 Extra activity overtime shall be offered by seniority on an equal rotational basis to all employees within a building. Part-time employees shall not be eligible for extra activity overtime if such overtime would result in the part-time employee working thirty (30) or more hours in a workweek.
- 4:02.6 If the Building Foreman is unable to do the building check, the custodian employee(s) in that building, with the exception of any Part-Time Cleaner, shall be offered, by the Building Foreman, the opportunity of the extra work by seniority on an equal rotational basis. The rotation period shall be from July 1 to June 30 of the next year.
- 4:02.7 Any employee asked to work on a Sunday shall be paid double the employee's appropriate rate for all hours worked. Any employee who is asked to work on a holiday, shall be paid double the employee's appropriate rate for all hours worked in addition to his/her pay for this day. Said authorization for work performed on Sunday/holidays must have prior approval of the Building Principal and Business Director.
- 4:02.8 Any regular employee assigned to full-shift night duty (2PM – 7AM) will receive an additional twenty-five (25) cents per hour shift differential.
- 4:02.9 Should food service employees be needed to prepare and/or serve food during school vacation periods, the most senior employee who applies within a building will be granted said additional service time. All buildings shall be required to schedule a food service employee when the kitchen equipment is being used. Serving lines shall not be considered equipment.

- 4:02.10 Additional time and overtime for all classifications require prior approval of the Supervisor.

The Board may increase an employee's hours by not more than 45 minutes if required by the needs of the District for the remainder of that school year, but if the additional time is necessary for the following school year, the position shall be reposted with the additional hours.

- 4:02.11 All buildings shall be required to schedule a custodian to work while student events or outside groups are using the school facility. Said employee will follow an established work routine while onsite. Said routine will be established by the building foreman.

Student teams/clubs/organizations shall be allowed access to limited areas of District buildings without the presence of a custodian before and after student events occurring outside the building and when the building is not otherwise open, subject to the following:

- (A) Such students must be under the supervision of a District coach/advisor holding a supplemental contract.
- (B) Such access shall be for the pick up/return/drop off of equipment and/or to allow for parents to pick up from the building during inclement weather.
- (C) Time for pick up of equipment shall be limited to approximately 15 minutes; time for drop off of equipment and student pick-up shall be limited to approximately 30 minutes.
- (D) The coach/advisor shall be responsible to supervise students and to secure the building.
- (E) The building foreman is encouraged to schedule the day's building check around the time of such building access.

- 4:02.12 Classified employees shall be required by the Board to work on up to two (2) teacher in-service days. Such days shall be the day before the students' first day, and the November General Election Day. If the November General Election Day is a scheduled school day for students, the 2nd classified in-service day will be the teacher work day in January. Employees shall not be permitted to use personal or vacation leave on in-service days. Dock days for extenuating circumstances may be approved by the Superintendent.

4:02.13

COMPENSATORY TIME

In place of paid overtime and with the agreement of her/his supervisor (as defined in section 3:09.2), an employee may elect to accumulate compensatory time instead of paid overtime at a rate of one and one-half hours of compensatory time for each overtime hour worked. At least thirty minutes of overtime must be worked in order for the compensatory time option to be available.

An employee may earn up to a maximum of 48 compensatory time hours (i.e. 32 overtime hours times 1.5 per contract year) as compensatory hours and will receive pay for any overtime hours worked beyond this limit.

Compensatory time may not be used from the end of one school year to the beginning of the next (summer break).

This compensatory time shall be used prior to the end of the contract year and at a time mutually agreeable to the staff member and his/her supervisor (as defined in section 3:09.2). Unused compensatory time shall be paid off in the first pay of July.

4:03

CALAMITY AND EMERGENCY DAYS

4:03.1

All personnel not directed to work shall be paid straight time on calamity days. All personnel directed to work on a calamity or emergency day shall be guaranteed a minimum four (4) hours for that day. Calamity/emergency day hours shall be defined as the actual hours worked or the four hour (4 hrs) minimum multiplied by time and one half (1.5 hrs). In no event shall an employee be paid more than time and one half on a calamity or emergency day. In the event that schools are closed due to a State or Federal order that requires that employees stay home, the employees shall be paid their full wages for up to thirty (30) days. In the event that an order extends beyond thirty (30) days, health insurance shall extend up to sixty (60) days and the parties shall meet and confer on how to address wages and insurance beyond the sixty (60) day period.

Employees may choose to:

1. Accumulate up to a maximum of 48 calamity/emergency hours (i.e. 32 hours times 1.5 per contract year) as compensatory hours and receive pay for any calamity/emergency hours worked beyond this limit – or –
2. Receive pay for all calamity/emergency hours worked.

(Said compensatory time shall be used prior to the end of the contract year and at a time mutually agreeable to the staff member and his/her supervisor.) Employees who do not work shall be paid for the day. Those employees who generally work when students are in attendance and are required to make up a calamity day shall not receive additional compensation.

- 4:03.2 No employee shall be compensated beyond this four (4) hour minimum unless additional time has been authorized by the immediate supervisor or the Supervisor of Operations.
- 4:03.3 Any employee who is on pre-approved paid leave during a calamity day(s) and formally indicated availability to work on said day(s) shall not have such day(s) charged against his/her leave.
- 4:03.4 When athletic teams are practicing in the building, a custodian shall be scheduled to work. The time shall not overlap with the custodian already on duty as per 4:03.1. However, the time may overlap where the nature of the calamity day does not require unusual outside activity by the custodian. For example, where a power outage occurs and power is restored an athletic team may overlap with the custodian on duty on such day. The custodian shall be paid for actual time worked, not to exceed four (4) hours.

4:04 SEVERANCE PAY

- 4:04.1 Retirement refers to the separation of all contractual obligations between the Board and the employee.
- 4:04.2 Employees who retire from service with the Board and are eligible to receive SERS retirement benefits (under the eligibility standards of SERS) shall receive severance pay as follows, upon submission of receipt of proof of receipt of benefits.
- 4:04.3 To be eligible, the employee must have ten or more years of service credit with the Nordon Hills District.
- 4:04.4 In any year in which there is no retirement incentive plan the maximum number of days eligible for payment to the employee shall be one-fourth (1/4) of the employee's accrued Sick Leave at retirement up to a maximum accrual of three hundred (320) days. Additionally, the employee shall be eligible to be paid for ten percent (10%) of any days above 320.
- 4:04.5 Payment shall be in an amount equal to the then current daily rate of pay of the retiree times the number of accumulated unused and eligible sick

days to a maximum of fifty-five (55) days increasing to a maximum of sixty (60) days in any year in which there is no retirement incentive plan.

4:04.6 No payment shall be made to any employee unless the employee files a signed formal application with the Treasurer of the Board no later than one hundred-twenty (120) days after the last day of employment.

4:04.7 All eligible retirees, as defined in 4:04.3 above, shall be afforded the opportunity of selecting one of the following options:

(a) Transfer accumulated sick leave from the Board; or

(b) Pay for unused sick leave days.

4:04.8 **EARLY RETIREMENT NOTICE PAY**

The Board agrees to pay Five Hundred Dollars (\$500.00) to employees who are eligible to retire from SERS and who submit an irrevocable notice of retirement to the Superintendent at least three (3) months prior to the effective date of retirement.

4:05 BOARD TAX SHELTERING OF EMPLOYEE'S SERS CONTRIBUTION

4:05.1 The Treasurer of the Board shall contribute to the School Employees Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such classified employees.

4:05.2 The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: 1) deferred salary, and 2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary, 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 salary be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deduction, to said employee.

4:05.3 The Board's total combined expenditures for employees' total annual salaries 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.

- 4:05.4 The Board shall compute and remit its employer contribution to SERS based on the total annual salary, 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 salary less the amount of the “pick-up”. The Board shall report for municipal income tax purposes an employee’s gross income said employee’s total annual salary, including the amount of the “pick-up”. The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- 4:05.5 The “pick-up” shall be included in the employees total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
- 4:05.6 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 and shall not be at the individual employee’s option.
- 4:05.7 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.

4:06 DUES DEDUCTION

- 4:06.1 The Association shall indemnify and hold harmless the Board from all costs, losses, expenses and damages in the event of any controversy, legal or otherwise, which may arise out of the application of this provision.
- 4:06.2 Each bargaining unit member requiring Association dues fee deductions shall submit an authorization form to the Treasurer of the Board. Such authorization shall be valid until employment is severed.
- 4:06.3 New members may request deductions at any time during the dues deduction period. Any deductions missed shall be the obligation of the individual employee. Individual dues deduction authorizations shall remain in full force and effect for the contract period, except that a dues deduction may be withdrawn, in writing, in accordance with the procedure listed in the membership application signed by the employee. Dues deduction authorization shall not be revoked at any other time or in any

other manner except as provided in the OAPSE membership application signed by the employee. OAPSE will notify the school district treasurer when the dues deduction authorization is properly withdrawn by the employee.

- 4:06.4 There shall be twenty-four (24) equal deductions of dues. The deductions shall be in equal payments each bi-weekly pay period, excluding months with three (3) pay periods, when the third pay of the month shall be exempted from dues deduction. All monies deducted and a report of all deductions shall be sent to the State Association Treasurer. A copy of the report shall be sent to the local Association Treasurer.
- 4:06.5 The Association shall forward to the Treasurer of the Board by September 1 each year the amount to be deducted for that year if changed from the previous year.
- 4:06.6 An employee missing the first payroll deduction shall be eligible to have the remaining installments deducted from his/her pay by submitting \$3.00 in cash and the proper authorization form to the Treasurer of the Board. Probationary employees shall be exempt from any fee.
- 4:06.7 The Association agrees to indemnify and hold the Board harmless against any and all claims that may arise out of or by reason of action by the Board in reliance upon an authorization card submitted by the Association to the Board.
- 4:06.8 The Board agrees not to honor any check off authorizations or dues deduction authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms and conditions of employment.
- 4:06.9 Upon request, a list of all bargaining unit employees will be mailed to the State Association Treasurer, annually, no earlier than October 1. The list will indicate the employee's classification pay grade, step, hours, hourly rate and number of months employed. A copy will be provided to the Association President.
- 4:06.10 P.E.O.P.L.E.—OAPSE members shall be allowed to donate, via written request, to the P.E.O.P.L.E. program through payroll deduction on a voluntary basis.
- 4:06.11 New employees will attend a new employee orientation. The agenda for the orientation will be jointly prepared by the Board and Association. The Association will have fifteen (15) minutes at the orientation meeting to brief new employees on Union benefits.

4:07 WAGE SCHEDULE

July 1, 2023 – 2%

July 1, 2024 – 2%

Re-opener year 3 on salary, plus each side may bring two (2) other non-economic issues.

Employees who were employed in the 2012-2013 school year will receive one additional longevity step in the 2023-2024 school year advancement.

4:07.1 The salary step freezes implemented during the 2011-12, 2012-13, and 2013-14 school years shall not be restored. Step advancement will resume beginning with the 2014-15 school year.

4:07.2 WAGE SCHEDULE – ALL CLASSIFICATION SERIES SEE APPENDIX C

4:07.3 Longevity increments shall be paid to all employees at the end of their ninth (9th), twelfth (12th), fifteenth (15th), nineteenth (19th), twenty-second (22nd), and twenty-sixth (26th) year of service in the District. The pay adjustment will be effective at the beginning of the next contract year on July 1 and thereafter.

The increments shall be as follows:

Tenth (10 th) Year	twenty cents (\$.20)
Thirteenth (13 th) Year	twenty cents (\$.20)
Sixteenth (16 th) Year	thirty cents (\$.30)
Twentieth (20 th) Year	twenty cents (\$.20)
Twenty-Third (23 rd) Year	twenty cents (\$.20)
Twenty-Seventh (27 th) Year	thirty cents (\$.30)

Any employee of the District employed as of June 30 shall be credited with a full year of longevity credit for that contract year ending June 30.

4:07.4 Rates for Substitutes who are not otherwise Nordonis employees shall never equal or exceed Step 0 of any pay grade.

4:08 The Board will assume the cost of the Educational Assistant/Student Monitor permit. Also, the Board will reimburse the cost of state-mandated Food Service Employee licensure. CPI training shall be mandatory for employees as directed by the administration.

ARTICLE 5 – FRINGE BENEFITS

The fringe benefit package coverage and premium shares shall be identical to NHEA.

ARTICLE 6 – LEAVES

6:01 SICK LEAVE

- 6:01.1 Sick leave is accumulated at the rate of one and one quarter ($1\frac{1}{4}$) days per month for a total of fifteen (15) days per year. Accumulation is unlimited. All employees may take sick leave in increments of one-half ($1/2$) or full days. However, forty (40) hour/week employees may also use sick leave in one-quarter ($1/4$) day increments.
- 6:01.2 Sick leave may be used for absence due to personal illness, pregnancy, injury, or exposure to contagious diseases which could be communicated to others, and for absence due to illness, or injury in the employee's immediate family. As used in this section, "Immediate Family" shall be defined as spouse, children, parents, brothers, sisters, mother and father-in-law, son and daughter-in-law, grandparents, grandchildren, or immediate family who may be approved by the Superintendent or designee.
- 6:01.3 Any employee who has exhausted all of his/her accumulated sick leave shall be advanced during any given contract year, up to five (5) days upon request. No additional advanced days shall be granted until the initial five (5) days have been paid back.
- 6:01.4 Sick leave may be used for such time as is needed for the death of an immediate family member as defined in Article 6:01.2, but not to exceed three (3) days for each such occasion. In the event of a death of employee's brother-in-law, sister-in-law, uncle, aunt niece, nephew, step-mother, step-father, step-children, and step-grandchild(ren). The Superintendent or his/her designee may grant additional days.
- 6:01.5 Absence of more than three (3) consecutive work days for personal illness or injury may require a certificate from a doctor stating that the employee is physically and/or mentally able to return to work. The examination is at the employee's expense. Failure to present said medical validation within three (3) working days after return to work will result in loss of wages for the period of absence.
- 6:01.6 Any employee with an illness, injury or disability, who is still unable to return to work after all accumulated sick leave has been exhausted,

including the five (5) days, may request to be placed on a medical leave of absence.

- 6:01.7 Any accumulated sick leave of a person separated from any other public service shall be transferable.
- 6:01.8 Employees must notify his/her supervisor by telephone of an impending absence prior to the start of his/her work day. After one (1) written warning, any employee who fails to notify his/her supervisor of an impending absence prior to the start of his/her regular work day, shall forfeit his/her wages for that day.
- 6:01.9 Catastrophic Illness Procedure
- a. If a member of the bargaining unit is not eligible for SERS disability and is currently absent for thirty (30) workdays or more due to a catastrophic or long-term illness or accident of the member, his/her spouse, or minor child, and has exhausted all of his/her accumulated Sick, Personal and Vacation Leave, another bargaining unit member may donate up to forty (40) hours of accumulated Sick Leave to the absent member.
 - b. Donations of hours shall be made in full-day increments.
 - c. Employee donations shall be capped at the equivalent of five days.
 - d. Elective surgery, defined as surgery that is scheduled in advance because it does not involve a medical emergency, shall not qualify a member for the Catastrophic Illness Procedure.
 - e. No member may receive more than an aggregate of the days remaining in the contract year that the illness first occurs.
 - f. At least one(1) pay period prior to loss of his/her Sick Leave, the Payroll Office will notify the employee of the date his/her Sick Leave is exhausted. A copy of the notice will be sent to the Association President and Personnel Office.
 - g. Request for donation of Sick Leave days shall be initiated by the OAPSE President on a form no later than the pay period within which the Sick Leave of the absent member is exhausted.
 - h. Members qualifying under this Section will continue to receive benefits during the contract year.

- i. Members qualifying under this Section will continue to receive their salary during the contract year. "Salary" is defined as gross wages.
- j. To qualify, a member must have been employed by the Board for a minimum of one calendar year.
- k. Members must exhaust all available leave (sick, personal and vacation) before being eligible for Catastrophic Illness procedure.

6:02 PERSONAL LEAVE

- 6:02.1 Request for a personal day is to be submitted electronically. Regular employees of the Board may take up to the equivalent of three (3) days personal leave during each school year. Employees who have worked less than one full year are entitled to one (1) day of personal leave for every four months they remain in the employ of the Board.

Upon new hire, an employee must work two of the three months listed in a specific quarter to earn a personal day. Working at least one day in a month counts as a month.

Quarter 1: July, August, September

Quarter 2: October, November, December

Quarter 3: January, February, March

Quarter 4: April, May, June

- 6:02.2 The following procedure shall be followed by an employee who seeks to take personal leave:
- a. As far in advance as possible of the date of his/her intended personal leave date, but in no event later than five (5) days before the intended personal leave date, the employee shall indicate the date of the planned leave day.
 - b. Employees shall enter their leave on the Board's electronic leave program at least five (5) days before the personal leave date.
 - c. In the event that, due to emergency, the employee is unable to give the Superintendent, or his/her designee, the required notice on time, the employee should complete the request form and submit it to the Superintendent, or his/her designee immediately upon learning that he/she will be required to take

a personal leave day. Upon receipt of the request, the procedure specified in 6:02.2, subsection (d) and (e) will be followed.

- d. Upon receipt of the properly completed leave request form the Superintendent, or his/her designee, shall determine whether the request complies with the requirements of these rules. If the request is in compliance, the Superintendent or his/her designee shall notify the employee that his/her request for a day of personal leave has been granted. If the request does not comply with these rules, the Superintendent or his/her designee shall inform the employee that his/her request is denied.
- e. No more than one consecutive personal day may be taken except with approval of the Superintendent or designee.
- f. Unused personal leave days will not be cumulative from school year to school year.

6:02.3 Personal leave days shall be restricted to two (2) employees per classification within a building. Personal leave will not be granted under any of the following conditions:

- a. During the first or last two weeks of regularly scheduled classes for students.
- b. On the day immediately preceding or following any regularly scheduled school holiday or vacation period.
- c. On the day immediately preceding or following all or part of the employee's regularly scheduled vacation period.
- d. To pursue, in any way, outside gainful employment.
- e. During statewide testing days.
- f. On Mondays or Fridays during the months of May and June.

6:02.4 Exceptions to all conditions will be made only where the employee demonstrates, to the satisfaction of the Superintendent or his/her designee, that he/she is faced with an emergency or other unforeseeable occurrence and must take a personal leave day on such a date.

(Form: See Appendix D)

- 6:02.5 On June 30 of each year, any employee who has used two (2), one (1) or no days of personal leave in that school year shall have the unused days added to the employee's accumulated total of unused sick leave.

6:03 ASSAULT LEAVE

- 6:03.1 Assault leave will be granted to an employee who is absent due to a physical disability resulting from an assault by a student, parent/guardian or school visitor when the employee is performing within the scope of his/her assigned duties. An injury occurring due to the expected behaviors of a student with disabilities shall not be considered an assault; however, that shall not prevent an employee from pursuing workers' compensation. When assault leave is granted, the employee will be maintained on full pay status and the leave will not be charged against earned or earnable sick leave.

- a. Thirty (30) school days assault leave per contract year may be granted by the Superintendent. The Superintendent may request an examination by a physician of the Board's choice.
- b. The employee is required to make a formal application on prescribed forms requesting assault leave.
 1. The employee is required to furnish a signed statement on the application form to justify the use of assault leave. Said statement shall completely describe the circumstances and behavior of all pertinent parties.
 2. A prescribed certificate from a licensed physician stating the nature of the disability and its duration shall be required with the application.
 3. Both (1) and (2) must be on file before approval of the leave is given by the Superintendent.
 4. The application must be filed with the Superintendent within fifteen (15) school days of the alleged assault.
 5. The fifteen (15) day requirement in (4) above may be extended by the Superintendent.
 6. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment.

- c. The Superintendent shall approve or disapprove the assault leave request in writing on the application form. A copy shall be forwarded to the applicant.
- d. Upon approval of the leave, all charges against sick leave or statements of unexcused absence shall be removed.
- e. If the classified employee is physically disabled by the assault for longer than thirty (30) school days, the additional absences may be covered by one of the following options:
- f. If the classified employee is physically disabled by the assault for longer than twenty-five (25) school days, the additional absences may be covered by one of the following options:
 - 1. Deducted from employee's sick leave.
 - 2. Utilization of Workers' Compensation.
 - 3. Unpaid leave of absence.

6:03.2 Employees are authorized by statute to use such force and restraint as is reasonable and necessary to quell a disturbance among students which threatens to cause physical injury, to take weapons or other dangerous objects from a student, for self-defense, or for the protection of persons or property.

6:04 ILLNESS/DISABILITY LEAVE

- 6:04.1 **ELIGIBILITY:** Any member who is unable to perform satisfactorily the duties of the position because of personal illness or other disability, may be granted a leave of absence without pay for the remainder of the contract year.
- 6:04.2 **APPLICATION FOR LEAVE:** Application for such leave may be made at the member's discretion. An application for renewal shall be made at least thirty (30) days before the expiration of the leave. The application for such a leave of absence or a renewal shall be accompanied by a statement from the attending physician stating the nature of the illness or disability unless such statement is waived by the Superintendent.
- 6:04.3 **EARLY TERMINATION OF LEAVE:** Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the employee to the Superintendent and that the request is accompanied by a statement from the attending physician, recommending

return to duty, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

- 6:04.4 **APPLICATION FOR RE-STATEMENT:** Application for reinstatement shall be made at least thirty (30) days before the expiration of a leave of absence for personal illness. Not less than ten (10) days before the termination of the leave, the member shall submit a written statement from the attending physician, certifying that the member has been medically examined and that he/she is or will be able to resume his/her duties with the Board when the leave of absence expires. The Board may require, at Board expense, an examination by a Board approved physician before the member is reinstated.
- 6:04.5 **REINSTATEMENT:** Upon return from a leave of absence for personal illness, the employee shall be returned to the same or similar position that he/she held at the time said leave commenced.
- 6:04.6 Failure to report for duty following the expiration of a leave of absence, unless additional absence is authorized, or failure to comply with the provisions of the leave, may be considered by the Board as termination of employment.
- 6:04.7 For the purpose of regulations on leaves of absence, members on authorized leaves of absence shall be considered as maintaining continuity of service, provided such leaves do not total more than two (2) years. However, time spent on unpaid leaves of absence may not be included in meeting service requirements for future leaves of absences, earned annual increments, or retirement.

6:05 MATERNITY LEAVE

- 6:05.1 Disabilities caused or contributed to by pregnancy, childbirth, or related medical condition qualifies as reason to use sick leave.
- 6:05.2 A leave of absence without pay beyond the periods of disability may be granted for a full or partial school year. An employee does not have to exhaust or use sick leave to request a leave of absence.
- 6:05.3 A written request for a maternity leave of absence must be made to the Superintendent.
- 6:05.4 If such a leave is granted, the employee will be eligible to return to her original or comparable position.

6:06 MILITARY AND JURY SERVICE

- 6:06.1 Military and jury service leave shall be as prescribed by the Ohio Revised Code.
- 6:06.2 When a Reservist requires time off with pay for military duty, copies of orders including days and times to report must be provided to the Personnel Department as soon as he/she receives the orders.
- 6:06.3 When an employee is required to serve Jury Duty, the Board will pay the employee the difference between such employee's regular compensation and the remuneration received by the employee for serving as a juror. Employee must provide proof of dates, times served and compensation received. Compensation received may also be turned over to the Board which would result in no reduction in the employee's regular pay. Any reimbursement received from the court for expenses associated with jury duty shall be retained by the employee.

ARTICLE 7 – SENIORITY

- 7:01** Seniority shall be defined as the length of continuous service with the Board. An employee's seniority date shall be the first day of employment as a regular employee.
- 7:02** If a management employee has previously been employed in the bargaining unit and subsequently returns to the bargaining unit, the employee's seniority shall exclude all time spent in management.
- 7:03** Seniority ends upon Board acceptance of employee's termination or resignation date.
- 7:04** TEMPORARY and SUBSTITUTE employees shall not accumulate seniority and are not considered as either full-time or short-time employees subject to the terms of this agreement. ONLY REGULAR full-time or REGULAR short-time employees shall accumulate seniority.
 - 7:04.1 REGULAR EMPLOYEE – Any employee who has a regular assignment of from one (1) to eight (8) hours per day to (twelve) 12 months per year and shall be eligible for appropriate fringe benefits. Seniority shall begin from the first day of regular assignment.
 - 7:04.2 TEMPORARY – Temporary will be defined as lasting no longer than seventy-five (75) working days in a school year. Current employees cannot apply for a temporary position if receiving same would make the employee eligible for overtime. If the position needs to extend beyond the seventy-five (75) day period in any school year, it will have to be re-posted. A temporary has no contract rights or seniority rights.

7:04.3 **SUBSTITUTE** – Shall be any person who is temporarily working in place of a **REGULAR** employee who has right of return to work. Substitute service shall not count for fulfillment of the probationary period or accrue any seniority rights.

7:05 There shall be a probationary period of ninety (90) working days to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. During such probationary period, a new employee shall have no seniority rights or contract rights except for Fringe Benefits, which shall begin at her/his initial date of employment. During such probationary period, a new employee may be discharged or laid off for any reason. Such discharge or layoff shall not be subject to the grievance procedures set forth in this document. Employees retained beyond the ninety (90) working day period shall have their system seniority computed as of their initial date of employment. When an employee is promoted during the probation period, the sixty (60) day probationary period will be restarted effective with the employee's first day in the new position.

7:06 Substitute employees shall not be used when the administration declares that an emergency situation exists until a reasonable attempt has been made to contact all regular employees within that classification series and offer them the opportunity for the additional time.

7:07 Current employees within a job classification series/pay grade shall have the first opportunity for lateral transfers to a vacant position based upon seniority and ability and without regard to hours worked. A person's ability may be determined by uniform testing to confirm the necessary level of expertise in the position for which they are applying and may include the consideration(s) of past work habits, interpersonal skills, and evaluations. In instances in which two (2) or more people are for all practical purposes considered equal ability, the most senior person shall be awarded the position. For those employed before July 1, 2003, system seniority shall be used for lateral transfer; for those initially hired on or after July 1, 2003, classification/pay grade seniority shall be used for lateral transfer.

Building Interventionists employed as of the 2023-2024 school year shall be placed in a "grandfathered category." They shall be permitted to apply for vacant paraprofessional positions and shall be able to move to the paraprofessional position if selected at their Building Interventionist rate and remain on the pay scale for the Building Interventionists.

7:08 Current employees within a job classification series shall be given preference and considered first for all open promotional positions based upon seniority and ability. A person's ability may be determined by uniform testing to confirm the necessary level of expertise in the position for which they are applying and may include the consideration(s) of past work habits, interpersonal skills, and evaluations. In

instances in which two (2) or more people are for practical purposes considered equal ability, the most senior person shall be awarded the position.

- 7:08.1 If a bidder for a promotion is selected, he/she will have thirty (30) work days or the remainder of the probation period to demonstrate his/her ability to successfully perform the operation. At the end of the probation period, his/her pay grade seniority shall be established as of his/her initial hiring date.
- 7:08.2 An employee who is selected for a promotion or who is awarded a lateral transfer will have thirty (30) work days to demonstrate his/her ability to successfully perform the operation.
- 7:08.3 If the employee who is selected for a promotion or who is awarded a lateral transfer is unable to demonstrate ability to the satisfaction of his/her supervisor during that thirty (30) work day period, the employee shall be returned to his/her previous assignment.
- 7:08.4 Employees may seek a lateral transfer after one hundred eighty (180) calendar days from the effective date of the original job change. The one hundred eighty (180) calendar day restriction shall be waived if the new assignment is a promotion, has more work hours, or results in a higher annual wage.
- 7:08.5 For all sections of this agreement, a promotion is defined as a position in a higher paygrade within the same classification.
- 7:08.6 For all sections of this agreement, a lateral transfer is defined as a position in the same classification and paygrade.
- 7:08.7 For all sections of this agreement, an open internal position shall be defined as a position outside of an employee's classification.

7:09 This provision only applies to an employee holding two positions in two different classifications: For bargaining unit positions beyond an employee's original (primary) classification/pay grade (see Article 9:07) – classification/pay grade seniority will apply; i.e., the amount of continuous service in that classification/pay grade. If an individual chooses to leave a primary classification/pay grade then the seniority in that primary classification/pay grade will be eliminated.

ARTICLE 8 – VACANCIES

8:01 Whenever a vacancy occurs, notice of said vacancy shall be posted on the District Website and sent electronically by the Personnel Office to all classified staff according to the following timeline:

- 8:01.1 Within three (3) working days if the former position holder gives notice ten (10) working days prior to severing all contractual agreement with the Board.
- 8:01.2 Within ten (10) working days if the former position holder gives notice of less than ten (10) working days prior to serving all contractual agreements with the Board (exceptions will be allowable if mutually agreed to by the Association Local Officers and the Administration).
- 8:01.3 EXCEPTION: Should a nine (9) or ten (10) month vacancy occur during the time when school is not in session for summer break, the posting period shall begin within three (3) working days of the starting date of said position.
- 8:02** Any employee wishing to bid for or request a lateral transfer to said position must apply on line no later than five (5) working days from the date that the posting was issued. Employees on a growth plan should see Section 12:03.1.
- 8:03** Any applicant for a promotion will be afforded an interview as outlined in Article 7:08 of this document.
- 8:04** When there are no lateral transfer or promotion requests for a vacancy, the vacancy shall be considered an open internal position and applicants outside the classification shall be granted an interview.
- 8:05** Vacancies shall be filled within fifteen (15) working days for non-tested positions and twenty-five (25) working days from the last day of the job posting for tested positions.
- 8:06** Per Article 9:06, if the needs of a student who is assigned to receive services from a Building Interventionist or Paraprofessional change and additional hours are required to meet those needs, the hours of the assigned Building Interventionist or Paraprofessional shall be increased without posting for that school year only.
- 8:07** Food Service Hours
- Any permanent additional time added to a food service job shall be posted and bid upon in accordance with Article 7.

ARTICLE 9 – REDUCTION IN FORCE

- 9:01** When the Board determines it necessary to reduce the number of bargaining unit positions for lack of work or for budgetary considerations, the Board and/or administration shall determine which positions to reduce.

Whenever it becomes necessary to reduce the number of employees in a job classification (pay grade), probationary and temporary employees in the classification shall be laid off first, followed by the least senior regular employees being laid off using the last in, first out (LIFO) method. The number of employees affected by a reduction shall be kept to a minimum by not employing replacements in the affected pay grade/classification for those who retire, resign or whose employment is terminated for cause. Reduction and/or reassignment of employees shall be made in the inverse order of seniority.

9:02 Seniority shall be defined as the length of continuous service with the Board unless an employee holds more than one bargaining unit position in which case Article 7:09 will apply. If two or more employees have the same starting date, then Board meeting appointment date shall prevail. If seniority dates are still equal, then the youngest person as determined by birth date shall be laid off or reduced.

9:03 For the purpose of seniority, the number of hours employed and status will not be factors except as noted Article 9:07.

9:04 Job groupings for purposes of layoff are as follows: Food Service, Clerks, Administrative Assistants, Media Resource, Board of Education Registrar, Building Interventionist, Para Professional (more than 2 hours), Student Supervisor (2 hours or less), Operations, and Safety and Security. Pay grade is the lower case letter jobs listed under each job grouping.

9:05 BUMPING RIGHTS

9:05.1 An employee reduced from his/her position, first attempts to bump the person on their pay grade who has the least system seniority but closest to the bumping employee's assigned weekly hours. If the person is not placed he/she shall, in descending order, attempt to bump to pay grades below theirs.

9:05.2 Interventionists will not be reduced for lack of work during the school year. If a lack of work exists (e.g., for a student who comes off an IEP due to graduation, change in placement, etc.), the Interventionist(s) assigned to the affected student or classroom will be reassigned as needed by district administration for the remainder of the school year. If the student's needs change and additional hours are required, the hours of the assigned Building Interventionist shall be increased. During the subsequent summer break, reassignment of Interventionists will be made by administration based on the needs of the students and the efficiency of district operations; seniority and licensure will be considered during the reassignment process. Reassignments will not be made in an arbitrary or capricious manner. Reductions in force of Interventionists for lack of work may be made by administration during the summer reassignment

process following the procedures otherwise outlined in Article 9:06. A Building Interventionist cannot be bumped from a specific student assignment.

- 9:05.3 Once an employee is reduced from his/her position, and begins to bump, the process continues until final placement is reached.
- 9:05.4 The procedure must continue until the employee with the least seniority in the lowest pay grade of the work group is bumped.
- 9:05.5 An employee subject to layoff may exercise her/his system seniority to displace the least senior person in her/his former job classification(s).
- 9:05.6 Any employee reduced in his/her work group by a reduction in force or job abolishment does not have to serve a probationary period in the new pay grade.
- 9:05.7 Each employee to be laid off shall be given advance written notice of the lay off and/or transfer within thirty (30) calendar days before the effective date of such layoff. Such employees shall be provided notice of the effective date of reduction, their rights and benefits (including COBRA and the opportunity to serve as substitute or temporary employees) and the reason(s) for the reduction.
- 9:05.8 Laid off employees shall be offered first opportunity to serve as substitutes or temporary workers. An employee serving as a substitute in the pay grade held prior to layoff shall be paid Step 0 for that classification. Laid off employees serving as substitutes in pay grades other than that held prior to layoff shall be paid the substitute rate.
- 9:05.9 Laid off employees shall first be offered substituting jobs for which they hold proper qualifications and/or certifications provided they first inform the personnel office of their desire and ability to serve as substitutes.

9:06 REINSTATEMENT FROM REDUCTION IN FORCE

- 9:06.1 A recall list by pay grade will be maintained. The list will contain the names of those laid off from each pay grade and will be in order of seniority.
- 9:06.2 An employee on the recall list will retain rights for recall for two (2) years from lay off date. The employee shall have the right to any vacancy in his/her pay grade or a pay grade lower within the classification that occurs within (2) years. The employee will not be eligible to any vacancy in pay grades above his/her in the classification or vacancies outside the classification. Laid off employees may apply for vacancies outside their

classification and, if selected for the vacancy, still retain their rights to recall for the remainder of the two year recall period.

- 9:06.3 The laid off employee shall have the responsibility of providing the Personnel Department with his/her current address. Employees will be notified by registered mail addressed to the address provided by the laid off employee when a vacancy occurs for which he/she is eligible for reinstatement. The employee must accept the position IN WRITING to the Superintendent within fourteen (14) calendar days of the date of the postmark.
- 9:06.4 Refusal to accept a vacancy for which the employee is eligible shall sever all rights and relations between the employee and the Board.
- 9:06.5 Assignments and reassignments to vacant positions occurring when someone is on lay off status shall be made according to the following procedures:
- a. Lateral transfers from within a pay grade may be considered before recall of laid off employees.
 - b. Laid off employees within the pay grade shall be recalled for the resulting vacancies, or the original vacancy if there are no lateral transfers.
- 9:06.6 The administration shall not hire nor promote anyone to the pay grade experiencing a layoff until all employees reduced in that pay grade have been offered reinstatement to a position with their previously held pay grade.

9:07 CLASSIFICATION/PAYGRADE RANKING ORDER FOR REDUCTION IN FORCE AND REINSTATEMENT

CLASSIFICATION SERIES I – FOOD SERVICE EMPLOYEES

Pay Grade IV – Manager – Middle/High School

Pay Grade III – Manager – Elementary

Pay Grade II – Asst. Mgr. (Elementary, Middle, High School)

Pay Grade I – Food Service Worker

CLASSIFICATION SERIES II – CLERICAL

Pay Grade I – Clerks

Pay Grade II – Administrative Assistants

Pay Grade III – Board of Education Registrar

CLASSIFICATION SERIES III – SPECIAL NEEDS INTERVENTION

Pay Grade I – Building Interventionist

CLASSIFICATION SERIES IV – EDUCATIONAL ASSISTANCE

Pay Grade III – Media Resource

Pay Grade II – Paraprofessionals (more than 2 hours)

Pay Grade I – Student Supervisor (2 hours or less)

CLASSIFICATION SERIES V – OPERATIONS

Pay Grade VII – Maintenance

Pay Grade VI – Middle & High School Building Foreman

Pay Grade V – Elementary Building Foreman

Pay Grade IV – Courier

Pay Grade III – Evening/Night Foreman

Pay Grade II – Full-Time Custodian

Pay Grade I – Cleaner

CLASSIFICATION SERIES VI – SAFETY AND SECURITY

Pay Grade I – Building/Grounds Monitor

CLASSIFICATION SERIES VII – PRODUCTION, SOUND, LIGHTING & VIDEO

Pay Grade II – PSLV Manager

Pay Grade I – PSLV Assistant Manager

**CLASSIFICATION SERIES VIII – ACCOUNTS RECEIVABLE/
PAYROLL CLERK**

ARTICLE 10 – WORKING CONDITIONS

10:01 SCHOOL CALENDAR

- 10:01.1 Input from the Association with the regard to the adoption of the school calendar shall be presented in writing to the Superintendent by October 15 for the following school year.
- 10:01.2 Suggestions shall be in the form of prioritized recommendations for the arrangement of the school calendar for the next year. No more than three (3) recommendations shall be presented.
- 10:01.3 The Board reserves the sole right and responsibility for establishing the final school calendar.

10:02 WORK SCHEDULE

Employees will work the number of school days as noted on the annual salary notices. Employees may be required to work extra days before or after the school year.

10:02.1 Classification Series I – Food Service Employees

Pay Grade I – Food Service Worker
Hours 2-8

Pay Grade II – Assistant Manager, Elementary, Middle & Sr. High
Hours up to 8

Pay Grade III – Managers, Elementary
Hours up to 8

Pay Grade IV – Manager, Middle & High School
Hours up to 8

10:02.2 Classification Series II – Clerical

Pay Grade I – Clerks
Hours up to 8

Pay Grade II – Administrative Assistants

Hours up to 8

Pay Grade III – Board of Education Registrar

Hours up to 8

10:02.3 Classification Series III – Special Needs Intervention

Pay Grade I – Building Interventionist

Hours up to 8

10:02.4 Classification Series IV – Educational Assistance

Pay Grade I – Student Supervisor

Hours 2 or less

Pay Grade II – Paraprofessionals

Hours more than 2

Pay Grade III – Media Resource

Hours up to 8

10:02.5 Classification Series V – Operations

Pay Grade I – Cleaner

Hours 2-8 Days 260/261 per year

Pay Grade II - Custodian

Hours 2-8 Days 260/261 per year

Pay Grade III – Evening/Night-Time Foreman

Hours up to 8 Days 260/261 per year

Pay Grade IV – Courier/Warehouse

Hours up to 8 Days 260/261 per year

Pay Grade V – Elementary Building Foreman

Hours up to 8 Days 260/261 per year

Pay Grade VI – Middle & High School Building Foreman

Hours up to 8 Days 260/261 per year

Pay Grade VII – Maintenance

Hours up to 8 Days 260/261 per year

10:02.6 Classification Series VI – Safety and Security

Pay Grade I – Buildings and Grounds Monitor
Hours up to 8

10:02.7 Classification Series VII – Production, Sound, Lighting & Video

Pay Grade I – PSLV Assistant Manager
Not to exceed 29 hours per week

Pay Grade II – PSLV Manager
Not to exceed 29 hours per week

10:02.8 Summer and Break Period Custodial Schedule

During the summer break and the extended winter and spring break periods, custodial personnel in each building will be asked to volunteer for flexible work schedules on days when custodians are scheduled to work. If there are not sufficient volunteers, the least senior custodial staff member in that building (excluding the building foreman) will be assigned the flexible schedule.

10:02.9 The most senior Administrative Assistant assigned to the High School Guidance and High School Principal shall work two hundred sixty (260) days.

10:03 PAID HOLIDAYS

10:03.1 All full-time employees (11 months or more) are entitled to the following legal holidays for which they shall be paid: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, the Last Working Day Prior to Christmas, Christmas Day, and New Year's Eve Day.

10:03.2 All short-time (less than eleven (11) months) employees are entitled to the following legal holidays for which they will be paid: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth (if the employee is scheduled to work on that day), Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Employees scheduled to work less than five (5) days per week will be paid for holidays only if the holiday falls on a workday.

- 10:03.3 Each employee shall be paid his/her regular rate of pay provided each employee has accrued earnings on his/her last scheduled workday before, and the first scheduled workday after a holiday, or be properly excused on either or both days.
- 10:03.4 When any legal holidays falls on a Saturday, it shall be observed on the preceding Friday; when any of the holidays falls on a Sunday, it shall be observed on the following Monday unless otherwise mutually agreed by the Board and the Association.
- 10:03.5 “Full-time” employees are those employees who work eleven (11) months or more during a school year. “Short-time” employees are those employees who work less than eleven (11) months during a school year.

10:04 VACATIONS

All employees shall take sick leave, personal leave, and vacation in increments of one-half or full days. Vacation may also be taken in 1/4-day increments.

- 10:04.1 Paid vacation time is earned by all eleven (11) and twelve (12) month employees. It is understood that all personnel will consider the benefit of the school system in making application for vacations at times other than the summer months. When requests are received for the same day(s) the Superintendent and/or his designee may limit the number of employees to whom time off is granted if the number is greater than those set forth below. Vacation time requests shall be processed in the following order: by pay grade, and by seniority within a pay grade within a building, within a classification.

EMPLOYEES	BUILDING
2	Maintenance
2	Custodians at HS
1	Secretary at HS
1	Custodians at Elementary
2	Custodians at MS

- 10:04.2 Full-time employees (those who work eleven (11) or twelve (12) months) working less than eight hours per day will have vacations of equal duration; therefore, vacation pay will be based upon assigned work hours.
- 10:04.3 Short-time employees (those who work less than eleven (11) months) are not eligible for paid vacations.
- 10:04.4 Employees shall submit vacation requests on a quarterly basis two weeks prior to first day of each quarter beginning with the quarter July-

September. Late requests may be granted in the event of an emergency at the discretion of the supervisor.

10:04.5 If a legal holiday falls during a scheduled vacation, it is added as an extra day of vacation (to be taken as authorized by supervisor).

10:04.6 Vacation time is earned by adding one day per year for each year of service after six (6) years of service until a maximum of four weeks is reached after fifteen years of service.

10:04.7 Vacation allowance is as follows after the completion of the indicated service:

January 1 – June 30	5 days
1 thru 5 years of service	10 days
6 years of service	11 days
7 years of service	12 days
8 years of service	13 days
9 years of service	14 days
10 years of service	15 days
11 years of service	16 days
12 years of service	17 days
13 years of service	18 days
14 years of service	19 days
15 years of service	20 days

Hire Date

Vacation

Employed at the start of the school year

Vacation can be used as of July 1 of the next contract year following the first year.

Employed between January 1 and June 30

Five days may be used as of July 1 of the next contract year following hire.

10:04.8 All service calculations are based on service earned before July 1st.

10:04.9 Employees who are hired before December 31st shall be credited with one full year toward the determination of vacation days starting with the next contract year. An employee hired between January 1 and June 30 shall be credited with five (5) days vacation effective July 1st of her/his first year of service.

- 10:04.10 Vacations of more than two weeks are to be split and scheduled at a time mutually agreeable to the employee and the site supervisor. The Superintendent or his/her designee may permit an exception to this restriction if, in his discretion, the specific circumstances warrant it. Requests for such an exception must be in writing and submitted at least thirty (30) working days prior to the vacation.
- 10:04.11 An employee may carry over no more than a total of five (5) days from one year to the next.
- 10:04.12 Short-time employees (those employees who work less than eleven (11) months) who transfer to an eleven (11) or twelve (12) month position, shall receive 50% pro-rated credit for purpose of vacation. Said employees may request said benefit after satisfactorily completing one (1) vacation year in new classification.
- 10:04.13 Employees who quit without giving at least ten (10) working days notice shall forfeit their accrued vacations days.
- 10:04.14 No vacations will be scheduled during the week prior to the opening of the school year and during the first week of the school year.

10:05 OCCUPATIONAL SAFETY AND HEALTH

10:05.1 Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and administration have been notified of the complaint and have had at least a five (5) working day opportunity to resolve the complaint.

10:05.2 Right to Reassign

If an employee reasonably believes that he or she faces an imminent danger of death or serious harm the employee must be paid during the period of refusal, and if reassigned to other duties continue to be paid their regular compensation. The employee may not be discriminated against for the refusal of work. But before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code, because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger, he/she will immediately notify their supervisor of the condition.

10:06 DISCRIMINATION

A bargaining unit member who wishes to assert a claim of discrimination as defined in Section 4167 of the Revised Code may pursue the remedies available under Revised Code 4167 for asserting such a claim.

10:07 WELLNESS

10:07.1 The Board shall offer bargaining unit members the opportunity to participate in Wellness Education Programs. The programs, i.e. smoking cessation, diet, exercise, stress modification, among others, shall be through a mutually agreed upon provider(s) at a mutually agreed upon cost.

10:07.2 The Board and the Association shall identify those individuals at risk for infection from blood borne pathogens and shall offer and make available, at no cost to the employee through the Board or other provider, inoculations against such infectious agents including but not limited to the hepatitis "B" series. Newly hired bargaining unit members shall be informed of the availability of vaccination against blood borne pathogens.

10:07.3 The Board shall also offer vaccination for influenza, if available, at 50% of cost through local providers.

10:08 CRIMINAL RECORD CHECK

10:08.1 All applicants for employment by the Board must submit to a criminal record check at the applicant's cost and provide any information required for such a check including but not limited to a fingerprint sample.

10:08.2 The criminal record check will be conducted in the manner prescribed by law.

10:08.3 The Board may employ an applicant prior to receiving a criminal record check report on a conditional basis.

10:08.4 If the results of the criminal record check demonstrate that the Board is prohibited by law from employing the person due to his/her criminal record, the applicant who was conditionally employed will be immediately and summarily dismissed.

10:09 JOB DESCRIPTIONS

10:09.1 All bargaining unit job descriptions shall be available upon request through the Personnel Office. Any future changes or additions to the job description will be sent to the Local Union President. The Local Union

President shall receive copies of all job descriptions upon request. Significant changes to job descriptions will be discussed at Labor Management.

ARTICLE 11 – ASSOCIATION RIGHTS & ACTIVITIES

- 11:01** The Association shall be granted (by the Superintendent or designee) up to a total of ten (10) working days per year with pay for the purpose of representation at an O.A.P.S.E. State Convention and/or an Annual District Assembly Meeting.
- 11:02** The Association Chapter President will provide a written notice specifying the name(s) of the member(s) attending the activity ten (10) working days prior to the day(s) desired.
- 11:03** Not more than four (4) members shall be absent at any one time. No more than two (2) persons from a given building.
- 11:04** Expenses for such meetings, conferences, conventions or duties will not be covered by the Board.
- 11:05** Beyond the days granted in 11:01, no more than one (1) unpaid leave day will be granted to an officer of the Association during a contract year.
- 11:06** The Superintendent or designee shall meet with the Association to establish pay rates for any classification created during the term of the contract. (RE: Article 4:06)
- 11:07** The distribution of Association literature will be allowed on school property as long as there is no interference with the daily work schedule.
- 11:08** The authorized representative(s) of the Association in requesting a meeting with the Superintendent or designee during the working hours, should make an appointment in advance for each visit.
- 11:09** Neither the Board nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of right to engage or not to engage in the normal functions of the Association Chapter.
- 11:10** The Association or the Board may request a meeting to discuss mutual concerns. Such meetings are to occur no more than one (1) per month unless mutually agreed upon. Arrangements are to be made at least ten (10) calendar days in advance and an agenda must be submitted with the request.

ARTICLE 12 – EVALUATION PROCEDURES

12:01 EMPLOYEE RIGHTS

- 12:01.1 Any employee shall have the right to review the Board's personnel file maintained on him/her at the Board offices.
- 12:01.2 Personnel files shall be reviewed in the presence of the Superintendent and/or designee at a time arranged by the Superintendent and/or designee and the employee.
- 12:01.3 A representative of the Association may accompany the employee at the employee's request.
- 12:01.4 Reference letters supplied to the Administration and Board prior to employment are not subject to inspection by the employee. At the written request of the employee, reference letters will be purged from the file at the conclusion of the employee's probationary period.
- 12:01.5 Anonymous letters or materials shall not be placed in the personnel file.
- 12:01.6 An employee, who has passed his/her probationary period, may obtain a copy of material in the personnel file at cost.
- 12:01.7 A copy of any material placed in the employee's personnel file shall be given to the employee either prior to or at the time it is entered into the file. An employee shall be entitled to have included in his/her personnel file a statement of his/her position on the disputed information.
- 12:01.8 Once every calendar year, a member of the bargaining unit shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents shall be reviewed by an appropriate member of the Administrative staff and if he/she agrees, they shall be destroyed.
- 12:01.9 The Board and the Association recognize and agree that all employees shall have the right to join, participate in, and assist the Association, and the right to refrain from such membership. Membership shall not be a prerequisite for employment or continuation of employment for any employee.
- 12:01.10 The parties ascribe to nondiscrimination because of religion, ancestry, sex, race, national origin, color or handicap.

12:02 EMPLOYEE EVALUATION

- 12:02.1 A copy of the evaluation form concerning the employee's performance shall be given to him/her within ten (10) working days after such evaluation is made.
- 12:02.2 Probationary: There shall be a conference and preliminary evaluation completed after 30 working days of employment. A second evaluation is completed prior to the end of the 90 work-day probationary period.
- 12:02.3 Tenured: Shall be evaluated annually between April 1 and May 31. Such evaluation will consist of a formal conference at which the annual evaluation will be discussed.
- 12:02.4 An annual training program in how to evaluate employees will be conducted for all supervisors.
- 12:02.5 A supervisor will hold an informal meeting with an employee as soon as possible after the first occurrence of any behavior which warrants discussion. A written notice of concern shall be completed and discussed with the employee following a second or subsequent recurrence(s) of similar behavior.
- 12:02.6 To aid in the evaluation process, supervisors will receive attendance reports for only those employees who they evaluate. These reports will be sent monthly for the previous three (3) months.
- 12:02.7 The following chart lists those responsible for conducting evaluations:
- | | |
|-----------------------------------|----------------------------|
| Food Service Manager | Food Service Supervisor |
| **Food Service | Food Service Supervisor |
| Clerks | Treasurer |
| Administrative Assistants | Building Principal |
| Media Resource | Building Principal |
| Building Interventionist | Building Principal |
| Paraprofessionals | Building Principal |
| Student Supervisor | Building Principal |
| Board of Education Registrar..... | Superintendent or designee |

**Custodians, Cleaners.....Operations Supervisor

Building ForemanOperations Supervisor

MaintenanceOperations Supervisor

Central Office.....Immediate Central Office Supervisor

Buildings and Grounds MonitorBuilding Principal

** The evaluator shall consult with the food service manager and building foreman in completing evaluations.

12:03 CLASSIFIED EMPLOYEE IMPROVEMENT AND SEVERE CONCERN PLANS

12:03.1 The purpose of the Classified Employee Improvement and Severe Concern Plans is to help the employee improve her/his behavior and/or meet the standard of competence expected for the job she/he was hired to perform. These plans are developmental in nature. Employees on such plans shall be granted an interview for a lateral transfer and may be selected for the position. However, this transfer is not automatic.

12:03.2 An Improvement and Severe Concern Plan will be developed whenever an employee's overall rating results in "needs improvement" or "unsatisfactory" on her/his annual evaluation. It will be completed as part of that evaluation.

12:03.3 The supervisor and the employee will jointly identify those areas of potential improvement and agree upon the specific activities to be completed to achieve that development. A separate plan will be used for each area of potential improvement identified on the annual evaluation.

12:03.4 An employee's overall rating of "needs improvement" requires that the supervisor and employee meet once, six (6) months after the annual evaluation to review the employee growth that has occurred. The date of this meeting will be mutually scheduled and indicated on the Improvement Plan. If the employee has not successfully completed the Improvement Plan, the supervisor shall initiate the Severe Concern Plan.

12:03.5 An employee's overall rating of "unsatisfactory" requires that the supervisor and employee initiate the Severe Concern Plan and meet quarterly to review the employee's growth that has occurred. The dates of these meeting will be mutually determined and scheduled and indicated on the Severe Concern Plan.

- 12:03.6 The supervisor will retain the original Improvement and/or Severe Concern Plan. The employee will receive a copy. An additional copy will be attached to the employee's annual evaluation form.
- 12:03.7 Improvement in the employee's behavior will be noted on the original Improvement and/or Severe Concern Plan at the time of the follow-up meeting(s). A copy of this annotated form will be given to the employee and an additional copy will be attached to the original evaluation form.
- 12:03.8 If the employee's performance has not improved after one (1) year under a Severe Concern Plan, the employee will be referred to the Fair Discipline Procedure for possible further action and/or career redirection.

ARTICLE 13 – FAIR DISCIPLINE PROCEDURE

- 13:01.1** Bargaining Unit Members shall have the right to be represented by the Association at conferences with the administration when the focus of the conference is the possible disciplining of said member. A member who intends to exercise this option shall inform the Administration in advance of his/her intent to be accompanied by Association representative(s) and the identity of said representative(s). Any employee who waives his/her right to representation must sign a release.
- 13:01.2** Discipline less than discharge will be undertaken only by administrative supervisors, shall be for corrective purposes only and should be progressively invoked. Discipline shall be appropriate to the seriousness of the offense. The affected employee may seek to have disciplinary material(s) removed from her/his file under section 12:01.8.
- 13:01.3** An employee may be relieved of duties with or without loss of pay at the option of the Board.
- 13:01.4** If the employee's presence would lead to a clear and present danger to the lives, safety or health of students or fellow employees, the Board may immediately suspend without pay the employee for no more than three (3) work days. The pay may be recovered through the Grievance Procedure if the action is deemed unjustified. No additional suspension without pay shall take effect until said employee receives service of a notice of suspension.

ARTICLE 14 – UNIFORMS

Classification Series V and VI employees shall wear long pants and District-provided shirts whenever students, parents, or community members are in the building, though long shorts may be worn in June, July, and August. Employees must always wear appropriate footwear. The Business Manager, Operations Supervisor, and two (2) OAPSE members appointed by the OAPSE President shall mutually select the shirts to be provided.

Nordia Hills City Schools Classified Employee Performance Report

Name _____ Position _____

Building _____

Name/Title of Evaluator _____

☐
☐

Performance Standards: Check the phrases in each column that most nearly describe the employee's performance over the period covered by this evaluation.

1. QUALITY OF WORK consists of the productivity and accuracy with which duties are performed.

A. THOROUGHNESS

- ☐ Work was complete and accurate.
- ☐ Work was acceptable; with occasional errors.
- ☐ Work was often unacceptable and contained numerous errors.

B. PRODUCTIVITY

- ☐ Made effective use of time; met deadlines.
- ☐ Usually made good use of time; met most deadlines.
- ☐ Made poor use of time; frequently missed deadlines.

C. JOB DESCRIPTION

- ☐ Tasks performed met the standards of the job description.
- ☐ Tasks performed sometimes met the standards of the job description.
- ☐ Tasks performed seldom met the standards of the job description.

Comments: _____

2. JOB KNOWLEDGE consists of job information, application of efficient methods, and skills the employee has for satisfactory performance.

A. JOB INFORMATION

- ☐ Major aspects of job understood.
- ☐ Knowledge of some aspects of the job was incomplete.
- ☐ Knowledge about key aspects of the job was not adequate.

B. METHODS / TECHNIQUES

- ☐ Methods/techniques are effective and efficient.
- ☐ Some methods/techniques were ineffective and inefficient.
- ☐ Methods/techniques used were ineffective and/or inefficient.

C. SKILLS

- ☐ Required skills were strong.
- ☐ Some skills needed improvement.
- ☐ Needed skills were absent or below an acceptable level.

Comments: _____

3. ATTENDANCE AND PUNCTUALITY consists of being at work on time and following absence reporting procedures.

A. ATTENDANCE

- ☐ Attendance was satisfactory: _____ absences.
- ☐ Extensive absences were due to: _____.
- ☐ Abusive leave pattern indicated: _____ M/F, Holiday adjacent, etc.

B. PUNCTUALITY

- ☐ Reported to work on time always.
- ☐ Usually on time.
- ☐ Frequently tardy.

C. ADHERENCE TO WORK SCHEDULE

- ☐ Always follows established work schedule.
- ☐ Occasionally extends work break or leaves work early.
- ☐ Frequently extends work breaks or leaves work early.

D. REPORTING

- ☐ Always reports absences / tardies timely and per policy or N/A (never absent/late).
- ☐ Has not followed procedure at least twice.
- ☐ Seldom follows procedures.

Comments: _____

4. WORK CHARACTERISTICS are initiative and resourcefulness, adaptability and attitude, and ability to prioritize.

A. INITIATIVE and RESOURCEFULNESS

- ☐ Needs were identified and problems solved independently; was a "self-starter."
- ☐ Employee usually initiated required action and solved problems independently.
- ☐ Needs were overlooked by employee; assistance frequently required to solve problems.

B. ADAPTABILITY

- ☐ Accepted new ideas/technology readily; was flexible and dealt with stress in a professional manner.
- ☐ Adapted to change, but with some reservations; sometimes unable to deal with stressful situations in a professional manner.
- ☐ Refused to accept changes readily. Changes were met with tension, hostility or other ineffective behavior.

C. ATTITUDE

- ☐ Positive feeling about work was presented to others.
- ☐ Positive attitude typically displayed.
- ☐ Negative or hostile attitude displayed; dissatisfaction with, or open dislike for job apparent.

D. PRIORITIZING

- ☐ Prioritized so that changing demands were met.
- ☐ Prioritizing occasionally neglected, resulting in important tasks not being completed.
- ☐ Prioritizing ineffective, frequently resulting in assigned tasks not being completed.

Comments: _____

5. WORKING RELATIONSHIPS are the courtesy and tact, discretion, effective communication and positive relationships which an employee displays at work.

A. COURTESY / TACT

- ☐ Courtesy and tact demonstrated consistently.
- ☐ Courtesy and tact usually displayed.
- ☐ Behavior seen as tactless/discourteous; difficult to work with.

B. DISCRETION

- ☐ There were no known violations of job-related confidentiality, nor other inappropriate discussions of job matters.
- ☐ There were some violations of confidentiality.
- ☐ There was evidence that confidentiality was not properly observed.

C. ORAL COMMUNICATION

- ☐ Communicated effectively orally; attention to other speaker(s) apparent.
- ☐ Oral and listening skills usually effective.
- ☐ Talked too much or not enough to complete work effectively; poor listening skills.

D. RELATIONSHIP WITH CO-WORKERS

- ☐ Willing to help co-workers without being asked; demonstrated ability to work as a positive team member.
- ☐ Willing to help co-workers only if specifically asked to do so.
- ☐ Unwilling or unable to help co-workers; not an effective team member.

E. RELATIONSHIP WITH SUPERVISOR

- ☐ Always accepted constructive criticism and suggestions of supervisor.
- ☐ Usually accepted constructive criticism and most suggestions of supervisor.
- ☐ Did not accept constructive criticism or suggestions of supervisor; was argumentative.

Comments: _____

6. DEPENDABILITY/INITIATIVE - getting required work done with a minimum of supervision following instructions.

A. SUPERVISION REQUIRED

- ☐ Appropriate minimum supervision was required.
- ☐ Frequent supervision required to ensure work was completed.
- ☐ Excessive supervision required to ensure assigned work was completed.

B. FOLLOWING ORAL AND WRITTEN INSTRUCTIONS

- ☐ Instructions were followed; employee typically needed instructions only once.
- ☐ Instructions were followed with some errors; repeating of instructions was necessary.
- ☐ Instructions were frequently not followed and/or needed to be repeated frequently.

Comments: _____

7. PERSONAL APPEARANCE consists of the personal appearance of the employee.

- ☐ Employee was well-groomed and dressed appropriately for the workplace.
- ☐ Employee was usually well-groomed; at times dressed inappropriately for the workplace.
- ☐ Employee exhibited grooming problems and/or dressed inappropriately for the workplace.

8. WORK AREA EFFICIENCY consists of orderliness and organization of the work area for ultimate efficiency.

- ☐ Work area was always orderly and organized for efficiency.
- ☐ Some untidiness and disorganization evident which has resulted in some inefficiency.
- ☐ Work area was untidy and disorganized which has led to inefficiency.

Comments: _____

Comments: _____

9. USE OF EQUIPMENT is the correct operation and maintenance of equipment expected of employee.

(Note: Evaluator may wish to indicate kinds of equipment, i.e., vehicles, etc.)

- ☐ Employee displayed appropriate knowledge of use and maintenance of equipment.
- ☐ Better judgment and knowledge was needed in using equipment.
- ☐ Assigned equipment was used carelessly or inappropriately.

Comments: _____

10. SAFETY PRACTICES

- ☐ Safe working procedures were followed, potential hazards were corrected; had accident-free history.
- ☐ Generally followed safe working procedures.
- ☐ Did not follow safe working procedures; occasionally took potentially unsafe shortcuts.

Comments: _____

11. SANITATION (for Custodial, Food Service, Instructional Aide & Other Student Contact Related Positions):

- ☐ Used approved sanitation procedures; spotted unsanitary conditions and sought to correct.
 ☐ Sanitation was at an acceptable level; expected amount of care was taken.
 ☐ Sanitation practices and procedures were not followed at an acceptable level.
- ☐ NOT APPLICABLE

Comments: _____

12. FOR STUDENT CONTACT RELATED POSITIONS:**A. LEARNING ENVIRONMENT**

- ☐ Worked well with students individually and in small groups to meet their needs.
- ☐ Worked well with some students to meet their needs.
- ☐ Did not work well with students.

☐ NOT APPLICABLE**B. MOTIVATION**

- ☐ Used positive reinforcements with students; motivated and encouraged students to achieve.
- ☐ At times used positive reinforcement with students; inconsistent in encouragement of students.
- ☐ Little or no use of positive reinforcement or encouragement to succeed.

C. STUDENT CONTROL

- ☐ Demonstrated consistency in assisting staff to maintain and control student behavior.
- ☐ Demonstrated some ability to assist staff to maintain and control classroom behavior, but waited for teacher to direct before taking action.
- ☐ Was not able to maintain and control student behavior.

Comments: _____

OVERALL EMPLOYEE RATING: The Overall Rating best describes the overall performance of the employee.

- ☐ At this time, the overall performance meets or exceeds the standards and requirements of Nordonia Schools.
- ☐ At this time, the performance needs improvement and is deficient in meeting the standards and requirements of Nordonia Schools. (INITIATE IMPROVEMENT PLAN)
- ☐ The performance of this employee is not meeting required standards of Nordonia Schools and is deemed unsatisfactory. (INITIATE SEVERE CONCERN PLAN)

RECOMMENDATIONS AND COMMENDATIONS: (Include explanations of ratings. Use additional page, if necessary.)

Employee's signature on performance report does indicate that the employee has seen, discussed, and been provided a copy of the report. Employee's signature does not necessarily imply agreement with the conclusions of the rater.

Signature of Employee: _____ Date: _____

Signature of Evaluator: _____ Date: _____

Nordonia Hills City Schools Classified Employee Evaluation
EMPLOYEE WRITTEN RESPONSE TO EVALUATION (Optional)

NAME _____ POSITION _____ DATE _____

Employee Signature

Date

NORDONIA HILLS CITY SCHOOLS **CLASSIFIED EMPLOYEE IMPROVEMENT PLAN**

Performance Standards addressed in this plan:

Quality of Work	Job Knowledge	Attendance and Punctuality
Work Characteristics	Working Relationships	Dependability/Initiative
Personal Appearance	Work Area Efficiency	Use of Equipment
Safety Practices	Sanitation	Student Contact Issues

Goal To Improve Performance (use more sheets if necessary)	Specific Plan Of Action	Date Plan Initiated	Date To Review Progress of Plan	Evidence That Will Show Goal Has Been Achieved

Administrator Comments Upon Progress Review:

Employee ____ HAS or ____ HAS NOT successfully completed plan. If NOT, complete CLASSIFIED EMPLOYEE SEVERE PERFORMANCE CONCERN PLAN

 Administrator Signature/Date

 Employee Signature/Date (signature does not signal agreement)

**NORDONIA HILLS CITY SCHOOLS
CLASSIFIED EMPLOYEE SEVERE CONCERN PLAN**

Performance Standards addressed in this plan:

Quality of Work	Job Knowledge	Attendance and Punctuality
Work Characteristics	Working Relationships	Dependability/Initiative
Personal Appearance	Work Area Efficiency	Use of Equipment
Safety Practices	Sanitation	Student Contact Issues

Goal To Improve Performance (use more sheets if necessary)	Specific Plan Of Action	Date Plan Initiated	Date To Review Progress of Plan	Evidence That Will Show Goal Has Been Achieved

Administrator Comments Upon Progress Review:

Employee ____ HAS or ____ HAS NOT successfully completed plan. If NOT, initiate career redirection process.

Administrator Signature/Date

Employee Signature/Date (signature does not signal agreement)

Nordonia Hills City Schools

GRIEVANCE FORM

STEP 1 2 3

(Circle appropriate step)

GRIEVANCE NO: _____	DATE: _____
GRIEVANT'S NAME (please print) _____	
CLASSIFICATION: _____	PAYGRADE/POSITION: _____
GRIEVANT'S IMMEDIATE SUPERVISOR: _____	
DATE OF ORAL DISCUSSION WITH SUPERVISOR*: _____ (Req'd for Step I)	_____ (Supervisor initials)
DATE OF REVIEW BY GRIEVANCE COMMITTEE: _____ (Req'd for Step I)	_____ (Committee initials)
DATE OF REVIEW BY OAPSE FIELD REP/ GRIEVANCE COMMITTEE: _____ (Req'd for Step II)	_____ (Fld Rep initials)

DATE, TIME, LOCATION OF OCCURRENCE: _____

ARTICLE(S) OF AGREEMENT

ALLEGED TO HAVE BEEN VIOLATED: _____

STATEMENT OF GRIEVANCE (MUST INCLUDE HOW THE EMPLOYEE BELIEVES THE CONTRACT PROVISION(S) HAS BEEN VIOLATED):

RELIEF REQUESTED/SUGGESTED RESOLUTION(S): _____

SIGNATURE: _____
(GRIEVANT)DATE/TIME FILEDSIGNATURE: _____
(BUILDING REP)

*Grievances involving discipline shall be filed with Business Director and shall not require a meeting with the immediate supervisor. Grievance Committee must still review.

(FORM MUST BE FILED IN TRIPLICATE)

REVISED 12/04

CLASSIFICATION SERIES I – FOOD SERVICE EMPLOYEES**Pay Grade I – Food Service Worker**

	2023-24	2024-25
STEP 0	\$14.90	\$15.20
STEP 1	\$15.30	\$15.61
STEP 2	\$15.59	\$15.90
STEP 3	\$16.13	\$16.45
STEP 4	\$16.68	\$17.01
STEP 5	\$17.20	\$17.54
STEP 6	\$17.69	\$18.04
STEP 7	\$17.79	\$18.15

Pay Grade II – Asst. Mgr. All Buildings

	2023-24	2024-25
STEP 0	\$16.14	\$16.46
STEP 1	\$16.50	\$16.83
STEP 2	\$16.81	\$17.15
STEP 3	\$17.35	\$17.70
STEP 4	\$17.91	\$18.27
STEP 5	\$18.30	\$18.67
STEP 6	\$18.95	\$19.33
STEP 7	\$19.05	\$19.43

Pay Grade III – Manager – Elementary

	2023-24	2024-25
STEP 0	\$18.51	\$18.88
STEP 1	\$18.87	\$19.25
STEP 2	\$19.36	\$19.75
STEP 3	\$19.90	\$20.30
STEP 4	\$20.40	\$20.81
STEP 5	\$20.96	\$21.38
STEP 6	\$21.40	\$21.83
STEP 7	\$21.51	\$21.94

Pay Grade IV – Manager – MS/HS

	2023-24	2024-25
STEP 0	\$19.50	\$19.89
STEP 1	\$20.04	\$20.44
STEP 2	\$20.56	\$20.97
STEP 3	\$21.09	\$21.51
STEP 4	\$21.62	\$22.05
STEP 5	\$22.14	\$22.58
STEP 6	\$22.63	\$23.08
STEP 7	\$22.74	\$23.19

Banquet rate shall be equal to the employee's regular rate of pay.

CLASSIFICATION SERIES II – CLERICAL

Pay Grade I – Clerks

	2023-24	2024-25
STEP 0	\$20.10	\$20.50
STEP 1	\$20.60	\$21.01
STEP 2	\$21.15	\$21.57
STEP 3	\$21.62	\$22.05
STEP 4	\$22.16	\$22.60
STEP 5	\$22.65	\$23.10
STEP 6	\$23.21	\$23.67
STEP 7	\$23.33	\$23.80

Pay Grade II – Administrative Assistants

	2023-24	2024-25
STEP 0	\$20.10	\$20.50
STEP 1	\$20.60	\$21.01
STEP 2	\$21.15	\$21.57
STEP 3	\$21.62	\$22.05
STEP 4	\$22.16	\$22.60
STEP 5	\$22.65	\$23.10
STEP 6	\$23.21	\$23.67
STEP 7	\$23.33	\$23.80

Pay Grade III – Board of Education Registrar

	2023-24	2024-25
STEP 0	\$20.10	\$20.50
STEP 1	\$20.60	\$21.01
STEP 2	\$21.15	\$21.57
STEP 3	\$21.62	\$22.05
STEP 4	\$22.16	\$22.60
STEP 5	\$22.65	\$23.10
STEP 6	\$23.21	\$23.67
STEP 7	\$23.33	\$23.80

CLASSIFICATION SERIES III – SPECIAL NEEDS INTERVENTION

Pay Grade I – Building Interventionist

	2023-24	2024-25
STEP 0	\$17.04	\$17.38
STEP 1	\$17.36	\$17.71
STEP 2	\$17.90	\$18.26
STEP 3	\$18.39	\$18.76
STEP 4	\$18.90	\$19.28
STEP 5	\$19.47	\$19.86
STEP 6	\$20.30	\$20.71
STEP 7	\$20.40	\$20.81

CLASSIFICATION SERIES IV – EDUCATIONAL ASSISTANCE

Pay Grade I – Student Supervisor (2 hours or less)

	2023-24	2024-25
STEP 0	\$16.96	\$17.30
STEP 1	\$17.26	\$17.61
STEP 2	\$17.79	\$18.15
STEP 3	\$18.31	\$18.68
STEP 4	\$18.83	\$19.21
STEP 5	\$19.39	\$19.78
STEP 6	\$20.21	\$20.61
STEP 7	\$20.30	\$20.71

Pay Grade II – Paraprofessionals

	2023-24	2024-25
STEP 0	\$16.96	\$17.30
STEP 1	\$17.26	\$17.61
STEP 2	\$17.79	\$18.15
STEP 3	\$18.31	\$18.68
STEP 4	\$18.83	\$19.21
STEP 5	\$19.39	\$19.78
STEP 6	\$20.21	\$20.61
STEP 7	\$20.30	\$20.71

Pay Grade III – Media Resource

	2023-24	2024-25
STEP 0	\$17.85	\$18.21
STEP 1	\$18.47	\$18.84
STEP 2	\$18.95	\$19.33
STEP 3	\$19.42	\$19.81
STEP 4	\$19.96	\$20.36
STEP 5	\$20.46	\$20.87
STEP 6	\$21.03	\$21.45
STEP 7	\$21.13	\$21.55

CLASSIFICATION SERIES V – OPERATIONS

Pay Grade I – Cleaner (4 hours/day)

	2023-24	2024-25
STEP 0	\$14.93	\$15.23
STEP 1	\$15.23	\$15.53
STEP 2	\$15.53	\$15.84
STEP 3	\$15.84	\$16.16
STEP 4	\$16.16	\$16.48
STEP 5	\$16.48	\$16.81
STEP 6	\$16.81	\$17.15
STEP 7	\$17.15	\$17.49

Pay Grade II – Full-Time Custodian

	2023-24	2024-25
STEP 0	\$18.95	\$19.33
STEP 1	\$19.42	\$19.81
STEP 2	\$19.96	\$20.36
STEP 3	\$20.46	\$20.87
STEP 4	\$21.03	\$21.45
STEP 5	\$21.51	\$21.94
STEP 6	\$22.05	\$22.49
STEP 7	\$22.16	\$22.60

Pay Grade III – Evening/Night Foreman

	2023-24	2024-25
STEP 0	\$20.36	\$20.77
STEP 1	\$20.83	\$21.25
STEP 2	\$21.32	\$21.75
STEP 3	\$21.90	\$22.34
STEP 4	\$22.36	\$22.81
STEP 5	\$22.91	\$23.37
STEP 6	\$23.44	\$23.91
STEP 7	\$23.57	\$24.04

Pay Grade IV – Courier

	2023-24	2024-25
STEP 0	\$20.39	\$20.80
STEP 1	\$20.86	\$21.28
STEP 2	\$21.39	\$21.82
STEP 3	\$21.94	\$22.38
STEP 4	\$22.38	\$22.83
STEP 5	\$22.96	\$23.42
STEP 6	\$23.50	\$23.97
STEP 7	\$23.61	\$24.08

Pay Grade V – Elementary Building Foreman

	2023-24	2024-25
STEP 0	\$20.52	\$20.93
STEP 1	\$21.06	\$21.48
STEP 2	\$21.59	\$22.02
STEP 3	\$22.02	\$22.46
STEP 4	\$22.55	\$23.00
STEP 5	\$23.13	\$23.59
STEP 6	\$23.62	\$24.09
STEP 7	\$23.74	\$24.21

Pay Grade VI – MS/HS Building Foreman

	2023-24	2024-25
STEP 0	\$21.53	\$21.96
STEP 1	\$22.09	\$22.53
STEP 2	\$22.58	\$23.03
STEP 3	\$23.13	\$23.59
STEP 4	\$23.95	\$24.43
STEP 5	\$24.55	\$25.04
STEP 6	\$24.98	\$25.48
STEP 7	\$25.10	\$25.60

Pay Grade VII –Maintenance

	2023-24	2024-25
STEP 0	\$22.13	\$22.57
STEP 1	\$22.63	\$23.08
STEP 2	\$23.33	\$23.80
STEP 3	\$23.86	\$24.34
STEP 4	\$24.57	\$25.06
STEP 5	\$25.04	\$25.54
STEP 6	\$25.60	\$26.11
STEP 7	\$25.72	\$26.23

CLASSIFICATION SERIES VI – SAFETY AND SECURITY

Pay Grade I – Building/Grounds Monitor

	2023-24	2024-25
STEP 0	\$17.57	\$17.92
STEP 1	\$18.11	\$18.47
STEP 2	\$18.65	\$19.02
STEP 3	\$19.23	\$19.61
STEP 4	\$19.78	\$20.18
STEP 5	\$20.35	\$20.76
STEP 6	\$20.88	\$21.30
STEP 7	\$20.99	\$21.41

CLASSIFICATION SERIES VII – PRODUCTION, SOUND, LIGHTING & VIDEO

Pay Grade I – PSLV Assistant Manager

	2023-24	2024-25
STEP 0	\$16.61	\$16.94
STEP 1	\$16.98	\$17.32
STEP 2	\$17.40	\$17.75
STEP 3	\$17.80	\$18.16
STEP 4	\$18.23	\$18.59
STEP 5	\$18.63	\$19.00
STEP 6	\$19.05	\$19.43
STEP 7	\$19.28	\$19.67

Pay Grade II – PSLV Manager

	2023-24	2024-25
STEP 0	\$19.10	\$19.48
STEP 1	\$19.53	\$19.92
STEP 2	\$20.00	\$20.40
STEP 3	\$20.46	\$20.87
STEP 4	\$20.96	\$21.38
STEP 5	\$21.42	\$21.85
STEP 6	\$21.91	\$22.35
STEP 7	\$22.17	\$22.61

CLASSIFICATION SERIES VIII – ACCOUNTS RECEIVABLE/PAYROLL CLERK

Pay Grade I – Accounts Payable/Payroll Clerk

	2023-24	2024-25
STEP 0	\$22.46	\$22.91
STEP 1	\$23.10	\$23.56
STEP 2	\$23.74	\$24.21
STEP 3	\$24.38	\$24.87
STEP 4	\$25.02	\$25.52
STEP 5	\$25.66	\$26.17
STEP 6	\$26.30	\$26.83
STEP 7	\$26.94	\$27.48

**OAPSE
CATASTROPHIC LEAVE DONATION**

I hereby agree to donate

_____ 1 day

_____ 2 days

_____ 3 days

_____ 4 days

_____ 5 days

of my Sick Leave for the catastrophic illness of _____. I understand
the days that I have donated will not be returned.

Employee Signature

Date

FAIR SHARE FEE

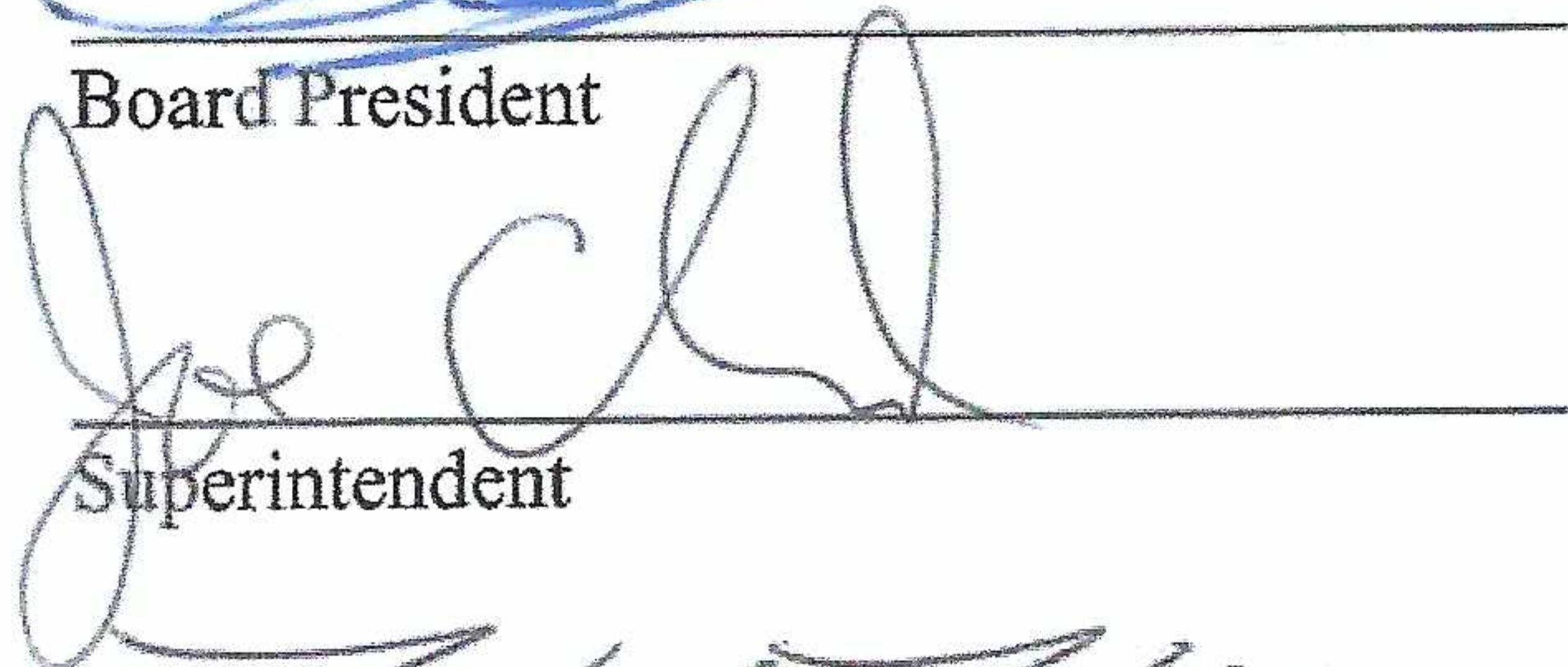
The parties agree that if Fair Share Fee becomes legal in the future, the following provision from prior contracts will be in effect:

- A. The Board shall deduct a fair share fee, which shall be equal to the regular monthly dues charged to union members from any eligible new hire employed one day after Board ratification of the contract dated July 1, 1990 – June 30, 1993.
- B. Any eligible employee who was not a member of the union as of one day after Board ratification of the contract dated July 1, 1990 – June 30, 1993 shall not be required to pay membership dues or a fair share fee. However, should such individual voluntarily acquire membership after one day after Board ratification, then such employee shall be required to pay a fair share fee should he/she subsequently fail to maintain membership.

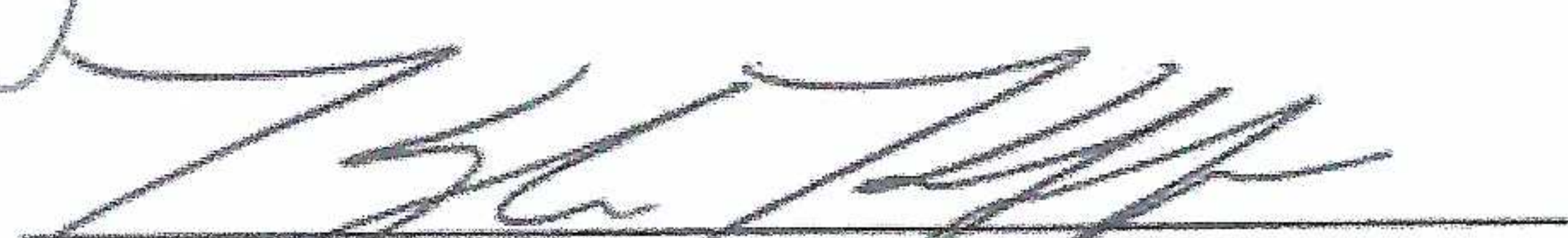
SIGNATURE PAGE



Board President



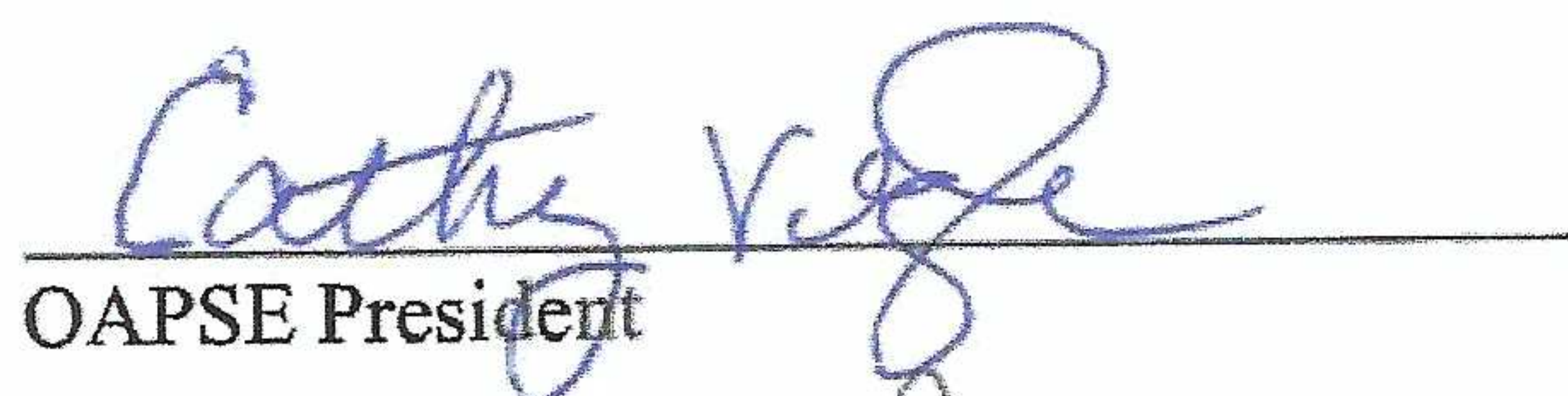
Superintendent



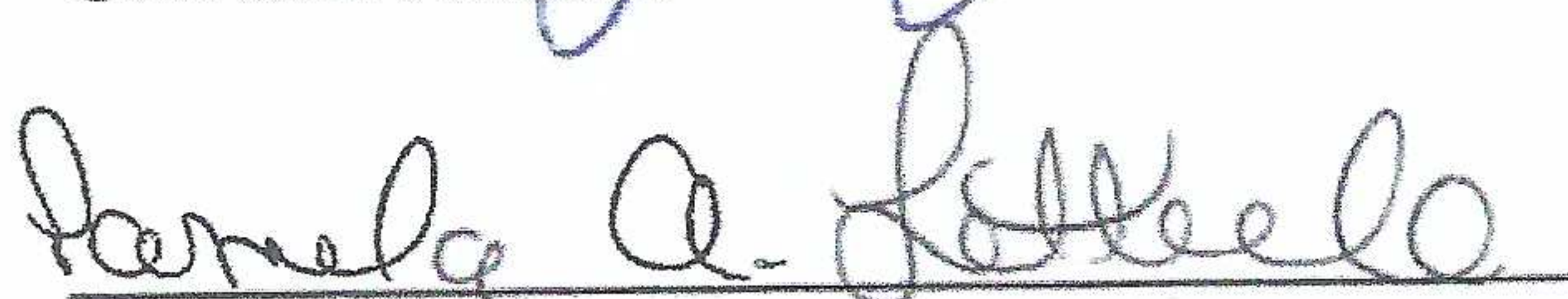
Treasurer

August 29, 2023

Date



OAPSE President



OAPSE Treasurer



OAPSE Representative

8-30-2023

Date