

SPRINGBORO COMMUNITY CITY SCHOOL DISTRICT

CONTRACT

BETWEEN

**SPRINGBORO COMMUNITY CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and

**SPRINGBORO CLASSIFIED EMPLOYEES ASSOCIATION
AFFILIATED WITH
THE OHIO EDUCATION ASSOCIATION
AND THE
THE NATIONAL EDUCATION ASSOCIATION**

EFFECTIVE FROM:

JULY 1, 2013

TO

JUNE 30, 2017

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PREAMBLE

This AGREEMENT made and entered into by and between SPRINGBORO COMMUNITY CITY SCHOOL DISTRICT BOARD OF EDUCATION (herein "BOARD"), and the SPRINGBORO CLASSIFIED EMPLOYEES ASSOCIATION affiliated with THE OHIO EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION (herein "ASSOCIATION").

It is the intent and purpose of the BOARD and the ASSOCIATION to set forth herein their agreement on all matters related to wages, hours, terms and conditions of employment for the employees of the Springboro Community City School District in the bargaining unit covered by this AGREEMENT. The BOARD and the ASSOCIATION both acknowledge and recognize that the provisions of Chapter 4117 of the Ohio Revised Code govern their collective bargaining relationship and that provisions in this Chapter enable the parties to negotiate for negotiation procedures, terms and other conditions of employment for the employees in the bargaining unit which are not the same as and/or are different than and/or at variance from rights, duties, responsibilities or procedures set forth in the Ohio Revised Code. The BOARD and the ASSOCIATION hereby state that it is their express understanding and agreement that to the fullest extent permitted by Chapter 4117 of the Ohio Revised Code, the specific provisions of this AGREEMENT shall control over any provision of the Ohio Revised Code which might provide for any different right, procedure or obligation on either the BOARD or the ASSOCIATION or any employee in the bargaining unit; provided, however, unless a specific provision in this AGREEMENT does provide such different right, procedure or obligation, the provisions of the Ohio Revised Code shall control.

ARTICLE I - RECOGNITION

1.01 Bargaining Representative

- (a) The BOARD of Education of the Springboro Community City School District, hereinafter referred to as the "BOARD", recognizes the Springboro Classified Employees Association, hereinafter referred to as the "ASSOCIATION", as the sole and exclusive bargaining representative for all employees now employed or to be employed in the unit as defined in Section 1.02 of this AGREEMENT, effective for the term of this AGREEMENT.

1.02 Definition of the Bargaining Unit

- (a) The bargaining unit shall include all regular full-time and regular short-hour employees employed by the BOARD who are regularly assigned to work in the following job classifications:
 - (1) Assistant Mechanic
 - (2) Building Aide
 - (3) Bus Aide
 - (4) Clerical Aide
 - (5) Clinic Nurse
 - (6) Custodian
 - (7) District Nurse
 - (8) Educational Assistant (including preschool)
 - (9) Food Service - Assistant Cook
 - (10) Food Service - Cook
 - (11) Food Service / Mail Delivery
 - (12) Grounds Keeper
 - (13) Head Cashier
 - (14) Hearing Handicapped Interpreter
 - (15) Library Aide
 - (16) Maintenance
 - (17) Mechanic
 - (18) Personal Student Transport
 - (19) Receptionist
 - (20) Secretary
 - (21) Study Hall / In-School Suspension Monitor
 - (22) Technology Repair
 - (23) Transportation (Bus Driver)
- (b) As used in this AGREEMENT, the term "employee" shall refer only to employees in the above-described bargaining unit.

1.03 Bargaining Unit Exclusions

- (a) Employees working in the following classifications/positions will be excluded from the bargaining unit: Confidential employees, management-level employees, supervisors, substitutes, seasonal and casual/seasonal employees, professional employees, as defined by Chapter 4117 ORC, technology coordinators, the Treasurer, all employees working in the Treasurer's Office and all Administrative offices secretaries.

1.04 Management Rights

- (a) The ASSOCIATION recognizes the BOARD as the locally elected body charged with the establishment of policy of public education in the Springboro Community City School District and as the employer of all personnel of this school system under the State law. The ASSOCIATION further recognizes that the BOARD has the sole responsibility for the management and control of all the public schools of whatever name or character in the District and is specifically delegated with the responsibility of making the rules and regulations by which the District will be governed, as provided in the Ohio Revised Code, except as limited by specific provisions of this AGREEMENT.
- (b) It is specifically agreed that the BOARD also has all management rights set forth in Section 4117.08 of the Ohio Revised Code.
- (c) The term Superintendent used herein shall mean the Superintendent or his/her designee.

ARTICLE II - PROFESSIONAL NEGOTIATIONS PROCEDURES

2.01 Initiation of Negotiations

- (a) Professional negotiations shall be initiated in writing by the President of the ASSOCIATION to the Superintendent, or by the Superintendent to the President of the ASSOCIATION. The initiating party shall include the following in the request for negotiations:
 - (1) Date of request
 - (2) Purpose of negotiations
 - (3) Contact person/address for negotiations

2.02 Professional Negotiations Meetings

- (a) If mutually agreed to by the parties, this AGREEMENT or any part thereof may be re-negotiated prior to the termination of the date of the AGREEMENT. Negotiations shall begin within fourteen (14) calendar days of the AGREEMENT to re-negotiate on those specific items mutually agreed to reopen and shall proceed in accordance with the provisions of Article II.
- (b) One hundred twenty (120) calendar days prior to the expiration of this AGREEMENT, at the request of either party, negotiations shall commence on a successor document. At that time, all matters relating to wages, hours, and other terms and conditions of employment may be part of either party's proposals. Negotiations shall proceed in accordance with the provisions of Article II.
- (c) The parties shall meet at a time and place for the first negotiation meeting as established under Sections 2.01, 2.02(a) and/or 2.02(b).
- (d) Specific written proposals shall be exchanged by the parties at the very first meeting unless otherwise mutually agreed. The party requesting negotiations shall present and explain its proposals first. The other party will then present and explain its proposals. Subsequently, no new proposals shall be considered unless otherwise mutually agreed.
- (e) The date, time, and place for each subsequent negotiations meeting shall be determined at the end of each negotiations meeting.

2.03 Negotiation Teams

- (a) Each team shall be made up of no more than seven (7) people. Each team shall designate a spokesperson and the remaining people may act as observers or consultants. The observers or consultants shall not participate in the negotiation discussions unless mutually agreed. Formal presentations may be made by consultants upon specific items under discussion, provided notice is given the day prior to the meeting naming the person who will make the presentation and the subject of same. Additional special consultants may be called upon to make formal presentations with the mutual agreement of the parties.

2.04 Information

- (a) The designated representatives of the BOARD and the ASSOCIATION agree to make available to each other, upon reasonable request and in reasonable time, all available non-confidential information pertinent to the matter or matters under negotiation.

2.05 Recesses

- (a) Either group shall have the right to recess for independent caucus at any time. Caucuses shall be of reasonable length, but in no event shall said caucus exceed thirty (30) minutes, except by mutual agreement of the parties.

2.06 Item Agreement

- (a) The designated representatives of the BOARD and the ASSOCIATION shall determine at the initial negotiation meeting procedures to be used for item agreement.

2.07 Agreement

- (a) When a tentative agreement is reached on the entire AGREEMENT through negotiations, the outcome will be reduced to writing, signed by the spokesperson of each negotiating team and submitted to the ASSOCIATION's general membership with a recommendation for acceptance by the ASSOCIATION's bargaining team and to the BOARD with a recommendation for acceptance by its team.
- (b) The ratification vote by the ASSOCIATION's membership shall be communicated to the BOARD by the President of the ASSOCIATION in writing. Upon receipt of written notification that the ASSOCIATION has

ratified the tentative agreement, the BOARD shall meet within fourteen (14) calendar days to vote on the tentative agreement.

- (c) After the AGREEMENT is fully executed by the BOARD and the ASSOCIATION, the BOARD will have it printed in sufficient quantity so that all employees in the bargaining unit, all members of the administrative staff, the ASSOCIATION, the BOARD and potential new employees will be able to receive a copy/copies. The cost of such printing will be equally shared by the BOARD and the ASSOCIATION. After the AGREEMENT is printed, the ASSOCIATION will be given two hundred fifty (250) copies for its needs and for distribution to all employees in the unit. It shall be the responsibility of the ASSOCIATION to distribute the AGREEMENT to all employees employed at the time of this initial distribution. The BOARD shall be responsible for seeing that any employee hired after this distribution receives a copy.

2.08 Dispute Resolution - Mediation

- (a) In the event that full tentative agreement is not reached at least sixty (60) calendar days prior to the expiration (or reopener, if applicable) date specified in the AGREEMENT, the parties mutually agree to utilize the services of a Mediator designated by the Federal Mediation and Conciliation Service. So that a Mediator can be promptly designated and be of assistance to the parties when needed, the parties will no later than seventy (70) calendar days prior to the expiration (or reopener, if applicable) date write the appropriate District Director of the Federal Mediation and Conciliation Service requesting the designation of a Mediator who could be utilized, if necessary. Either party may request the services of a Mediator at any time during the sixty (60) calendar day period prior to the expiration (or reopener, if applicable) date whether or not an impasse in negotiations exist. However, if full agreement has not been reached at least forty-five (45) calendar days before the expiration (or reopener, if applicable) date, the services of a Mediator shall be utilized.
- (b) The dispute resolution procedure shall be deemed exhausted either: (1) at the expiration of the AGREEMENT; or (2) if the AGREEMENT is extended, when either party declares that mediation was unable to result in a settlement. In the case of a contract reopener, the dispute resolution procedure shall be deemed exhausted forty-five (45) calendar days after mediation services are initiated, unless the parties extend the procedure for a longer period of time.

2.09 Waiver of ORC 4117 Fact Finding Procedures

- (a) The parties expressly hereby waive any right to utilize any mediation or fact finding procedures prescribed in Chapter 4117 of the Ohio Revised Code, and further state that the procedures contained herein are intended to supersede the relevant portions thereof.

2.10 Right to Strike

- (a) Nothing herein shall prohibit the ASSOCIATION from exercising its right under Section 4117.14(D) of the Ohio Revised Code, provided the ASSOCIATION has given the BOARD and the State Employee Relations Board ten (10) calendar days prior notice, in writing, of its intent to strike on or after the expiration date of this AGREEMENT. Such written notice shall contain the day and time the strike shall commence and shall otherwise comply with the applicable provisions of the Ohio Revised Code.

2.11 Provisions Contrary To Law

- (a) If any provision of this AGREEMENT shall be found to be contrary to law by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereto shall continue in full force and effect for the term of the AGREEMENT. The parties shall meet within thirty (30) calendar days upon request of either party to negotiate any necessary change in the AGREEMENT relative to the affected provision. Said negotiations shall be in accordance with provisions outlined in this Article.

2.12 Change in Law During AGREEMENT

- (a) If, during the term of this AGREEMENT, there is a change in any state or federal law which would invalidate any provision of this AGREEMENT, the parties will meet to negotiate any necessary change in the AGREEMENT relative to the affected provision within thirty (30) calendar days upon request of either party and in accordance with provisions outlined in this Article.

ARTICLE III – NON-DISCRIMINATION

3.01 Non-Discrimination

- (a) The BOARD and the ASSOCIATION agree that there shall be no discrimination against any certificated employee based on race, color, creed, age, sex, national origin, disability or handicap, all as in accordance with and as limited by the provisions of applicable law.
- (b) The BOARD and the ASSOCIATION agree to apply the provisions of this AGREEMENT equally to all employees.

3.02 Request for Accommodation

- (a) Any classified employee requesting any accommodation for any disability shall be required to furnish the Superintendent with a statement from his/her physician setting forth the particulars of the disability which requires accommodation and the recommendation from such physician for the accommodation(s) necessary.
- (b) Upon receipt of such request, the Superintendent shall review the request.
- (c) In the event an issue exists as to whether the classified employee is disabled, as defined in the Americans With Disabilities Act, such issue shall be deemed a threshold issue. This issue shall be resolved utilizing the Grievance/Arbitration provision of this AGREEMENT, subject to the limitation that the sole issue to be submitted to an arbitrator shall be whether the classified employee is disabled as defined in the Americans With Disabilities Act.
- (d) Once the issue of whether the classified employee is disabled is resolved, the ASSOCIATION and the Superintendent shall meet to determine what reasonable accommodation is appropriate.
- (e) In the event agreement on a reasonable accommodation cannot be reached, the classified employee shall have the right to utilize the Grievance/Arbitration provisions of this AGREEMENT to resolve the matter.
- (f) During the processing of a request for an accommodation, the Superintendent may, in the exercise of his sole discretion, require any classified employee claiming to be disabled and seeking accommodation to be examined by a physician or physicians selected by the Superintendent for the purpose of determining whether the classified employee is disabled

and/or what accommodations may be appropriate under the circumstances present.

- (g) The classified employee is responsible for all expenses incurred from his/her physician.
- (h) The BOARD is responsible for all expenses incurred from the physician selected by the Superintendent.

ARTICLE IV - GRIEVANCE PROCEDURE

4.01 Grievance Policy

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

4.02 Definitions

- (a) Grievance - A grievance is a complaint involving the violation, misinterpretation or misapplication of the AGREEMENT entered into between the BOARD and the ASSOCIATION.
- (b) Grievant - The "grievant" shall mean the employee, employees, or the ASSOCIATION filing the grievance.
- (c) Days - Refers to working days.

4.03 Purpose

- (a) The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept informal at all levels of the procedure.

4.04 Grievance Procedure

- (a) Step One: Discussion With Administrator
 - (1) Any employee having a grievance shall first discuss such grievance and identify that he/she is beginning the grievance procedure with his/her immediate administrator.
- (b) Step Two: Written to Administrator
 - (1) If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's immediate administrator. If such grievance is not lodged within twenty (20) working days after the occurrence of the act or the condition which is the basis of said

grievance, said grievance shall be waived. The written grievance shall be on the standard form contained in (Appendix B), and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the AGREEMENT allegedly violated, misinterpreted or misapplied.

- (2) Within seven (7) working days of receipt of the grievance, the administrator shall hold a hearing to discuss the issue involved in the grievance.
- (3) The administrator shall take action on the written grievance within seven (7) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, to the Superintendent, and to the ASSOCIATION.

(c) Step Three: Appeal to Superintendent

- (1) If the action taken by the administrator does not resolve the grievance to the satisfaction of the grievant, or his/her ASSOCIATION representative such grievant may appeal in writing to the Superintendent. Failure to file such an appeal within seven (7) working days from receipt of the written memorandum of the administrator's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void. A hearing shall be conducted by the Superintendent within seven (7) working days after the receipt of the request. The grievant shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by counsel or by a representative of his/her ASSOCIATION.
- (2) The Superintendent shall take action on the appeal of the grievance within seven (7) working days after receipt of the appeal, or, if a hearing is requested, within seven (7) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Step One administrator, and the ASSOCIATION.

(d) Step Four: Arbitration

- (1) The ASSOCIATION may, within seven (7) working days of the Step Three decision, demand arbitration in accordance with rules and regulations of the American Arbitration Association; provided, however, the American Arbitration Association does not have the

right to appoint an arbitrator who is not mutually agreeable to the parties. When issued in accordance with these procedures, the opinion and award of the arbitrator shall be final and binding on the parties.

- (2) The arbitrator shall not have the power to add to, subtract from, or modify this AGREEMENT. The arbitrator has the authority to determine arbitrability if such an issue exists. Cost for the services of the arbitrator, including per diem expenses and actual and necessary travel expense, shall be borne equally by the parties.

4.05 Withdrawal of Grievance

- (a) A grievance may be withdrawn at any level without prejudice or record. However, if the grievance is withdrawn after arbitration has been requested, and the withdrawal is not pursuant to a settlement of the grievance, the ASSOCIATION shall bear the costs of said cancellation.

4.06 Right to Redress By Law

- (a) Nothing in this procedure shall be construed so as to deny the grievant the right to seek redress by law after the grievance procedure has been fully utilized.

4.07 Prohibition of Reprisals

- (a) An employee who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the employee's personnel file.

4.08 Employee Right to Representation

- (a) The grievant shall have the right to representation at each step of this procedure. However, the only organization that may represent employees under this procedure is the Springboro Classified Employees Association.

ARTICLE V - ASSOCIATION RIGHTS

5.01 Dissemination of Information

- (a) The ASSOCIATION shall have the following sole and exclusive rights:
 - (1) To use bulletin boards in the employees' lounges or work stations for the posting of official ASSOCIATION announcements or bulletins; provided, however, this shall not permit the posting of any item concerning any School Board candidate election.
 - (2) To use the school mail, mailboxes, and email system provided that all material distributed to the general ASSOCIATION shall be sent to the Principal of the building and to the Superintendent concurrent with distribution.
 - (3) To be given the names and addresses of newly employed personnel following BOARD approval of their contracts.
 - (4) To be given appropriate time during the pre-school general meeting for instruction regarding registration and enrollment in the ASSOCIATION.

5.02 Use of Facilities and Equipment

- (a) The ASSOCIATION shall have the right to use school rooms and equipment when such rooms and equipment are not in use and provided that use is arranged in advance and does not interfere with the school program, that the purpose is for internal business of the ASSOCIATION, and that any supplies or out-of-pocket expenses in connection with such use will be supplied or paid for by the ASSOCIATION.

5.03 ASSOCIATION Meetings With Employees

- (a) The President and/or his/her designee(s) may meet with any other employee in the District during their lunch break, before and after the workday. The President and his/her designee(s) shall follow the proper means to notify the office area when entering a building.

5.04 BOARD Meetings

- (a) Prior to each BOARD meeting, the President of the ASSOCIATION shall be provided with an agenda and minutes of previous BOARD meetings as

included with the agenda. Any addendum to the agenda shall be distributed to the ASSOCIATION President at the BOARD meeting.

- (b) The President of the ASSOCIATION or his/her designee (provided such designation has been made in advance to the Superintendent by the President) shall have the right to speak at BOARD meetings on any item of concern to employees and at a time designated by the BOARD.
- (c) The BOARD shall grant the President or the Vice President of the ASSOCIATION released time to attend BOARD meetings which are held during their work hours, provided such officer has arranged for an exchange of his/her shift with another bargaining unit employee in the same building and there is no disruption in service to the BOARD and provided, further, that the Building Principal (or in his/her absence the employee's supervisor) affected by the exchange is advised and agrees in advance to the exchange.

5.05 Prohibition of Reprisals

- (a) There will be no reprisals of any kind taken against any employee by reason of his/her membership in the ASSOCIATION or participation in any activities excluding illegal acts.

5.06 Right to Representation

- (a) Any employee, so requesting, shall have the right to ASSOCIATION representation at any meeting with an administrator which involves discipline/reprimand of an employee.

5.07 ASSOCIATION Related Meetings

- (a) The local ASSOCIATION President and one (1) officially elected delegate or alternate shall be given a one (1) day leave by the BOARD to attend the annual NEA/OEA Representative Assembly.
- (b) The ASSOCIATION shall also be allowed to purchase ten (10) days release time for the President or any authorized designee by reimbursing the District for the cost of the substitute.

5.08 ASSOCIATION Dues

- (a) The BOARD agrees to deduct ASSOCIATION dues for every employee who authorizes the BOARD to do so in writing, and to remit the dues to the ASSOCIATION Treasurer monthly, together with a list showing the names of the employees and the amount deducted.

- (b) Deductions shall be in sixteen (16) equal amounts beginning with the second pay in October. Any employee joining after the first payroll deduction period shall have the dues divided equally over the remaining pay periods.
- (c) Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Treasurer. Dues deduction authorization may be revoked by an employee during a 30-day period ending August 31 each year. Dues deduction authorizations not revoked during the 30-day period shall continue for a successive period of one (1) year. Written notices of revocation shall be served upon the BOARD Treasurer and ASSOCIATION Treasurer by the employee.
- (d) The BOARD agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.
- (e) The ASSOCIATION treasurer or designee will be notified within thirty (30) days when a new employee is hired or when an employee resigns, retires, or otherwise leaves the employment of the district.
- (f) The Human Resource Department will provide to employees hired after the start of the school year with the SCEA / OEA Enrollment Form.

5.09 Administrator-Association Liaison Committees

- (a) Upon request the Superintendent shall meet with the President of the ASSOCIATION and one employee from each work site appointed by the President to discuss matters of concern.
- (b) At the start of each meeting, the Superintendent and ASSOCIATION President shall decide who shall take notes. Following the meeting, the notes shall be reviewed and corrected, if necessary, by the ASSOCIATION President and the Superintendent before dissemination. The ASSOCIATION shall assume responsibility in the dissemination to the employees.
- (c) No reprisals of any kind shall be taken against any employee participating in the activities of the Administrator-ASSOCIATION Liaison Committee or any other District committee.

5.10 Employee Job Descriptions

- (a) The Superintendent has developed job descriptions for all current jobs, which has been provided to the ASSOCIATION. Each employee shall be entitled to receive a copy of the job description for his/her job classification. It is the prerogative of the Superintendent to develop new job descriptions for bargaining unit positions. Copies of job descriptions shall be provided to the ASSOCIATION President and to the affected employees. Any changes in job descriptions shall be distributed to the ASSOCIATION President and affected employees prior to implementation.

5.11 Fair Share Fee

- (a) Payroll Deduction of Fair Share Fee

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

- (b) Notification of the amount of Fair share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the ASSOCIATION, shall be transmitted by the ASSOCIATION to the Treasurer of the BOARD on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the BOARD agrees to promptly transmit all amounts deducted to the ASSOCIATION.

- (c) Schedule of Fair Share Fee Deductions

- (1) All Fair Share Fee Payers

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

- a. Sixty (60) days employment in a bargaining unit position

or

b. January 15th.

(2) Upon termination of membership during the membership year the Treasurer of the BOARD shall, upon notification from the ASSOCIATION that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

(d) Transmittal of Deductions

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

(e) Procedure for Rebate

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

(f) Entitlement to Rebate

(1) Upon timely demand, non-members may apply to the ASSOCIATION for an advance rebate of the fair share fee pursuant to the internal procedure adopted by the ASSOCIATION.

(g) Indemnification of Employer

(1) The ASSOCIATION, on behalf of itself and the OEA and NEA, agrees to indemnify the BOARD for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

a. The BOARD shall give a ten (10) day written notice of any claim

made or action filed against the employer by a non-member for which indemnification may be claimed;

- b. The ASSOCIATION shall reserve the right to designate counsel to represent and defend the employer;
- c. The BOARD agrees to: (1) Give full and complete cooperation and assistance to the ASSOCIATION and its counsel at all levels of the proceeding; (2) Permit the ASSOCIATION or its affiliates to intervene as a party if it so desires, and/or (3) To not oppose the ASSOCIATION or its affiliates' application to file briefs amicus curiae in the action.
- d. The BOARD acted in good faith compliance with the fair share fee provision of this AGREEMENT; however there shall be no indemnification of the BOARD if the BOARD intentionally or willfully fails to apply (except due to court order) or misapply such fair share fee provision herein.

ARTICLE VI - PROFESSIONAL PERSONNEL RECORDS

6.01 Contents of Personnel Records

- (a) All official personnel records will be filed in the Superintendent's office or Treasurer's office on a current basis. These personnel records may include:
 - (1) Application for employment, including references;
 - (2) Nomination Form;
 - (3) Copy of latest wage notice;
 - (4) Ohio certificates and licenses that are necessary for the job;
 - (5) Evaluation(s);
 - (6) Transcript(s) of additional training taken in relation to the job; or certified copy;
 - (7) Record of military service;
 - (8) Recommendations/reprimands; and
 - (9) Other documents properly placed the personnel file.

6.02 Access to Records

- (a) Each employee will have access to the contents of his/her own personnel file, with the exception of pre-employment references. This personnel file may be opened in the presence of a member of the Superintendent's staff; and a representative of the ASSOCIATION may, at the employee's request, accompany the employee in such a review.
- (b) An employee's personnel file shall be deemed confidential information and shall not be open to the public, except as provided by law. An employee's medical file shall be deemed confidential and shall not be open to the public.

6.03 Material Placed in Personnel Files

- (a) An employee will be given a copy of any material placed in his/her file.

- (b) Unsigned complaints shall not be placed in a personnel file or made a matter of record.

6.04 Complaint Procedure

- (a) Employees will be informed of any complaint by a parent, student, employee (including certificated employees and administrators) or community member which is directed toward them which will become a matter of record.
- (b) Such complaints shall be initially investigated by the employee's immediate supervisor. If as a result of the preliminary investigation by the employee's immediate supervisor there is a possibility that any disciplinary action of record will be taken, and/or if a conference between the employee and the complainant is necessary, the supervisor shall first meet with the employee, who may, if he/she desires, be accompanied by his/her ASSOCIATION representative, to fully review the matter.
- (c) After the supervisor reviews this matter, he/she shall issue his/her determination with respect to the complaint. Any discipline resulting from the Complaint shall be in accordance with Section 8.03.
- (d) Copies of any written complaints or documentation regarding a complaint shall be provided to the employee who shall have the opportunity to provide either a verbal or written response.

6.05 Employee Right to Copies of File Material

- (a) An employee shall be entitled to a copy of any material in his/her file except the material originally supplied to the administration as confidential prior to employment.

ARTICLE VII - EVALUATION

7.01 Objective of Evaluation

- (a) To assess the total work performance of each employee.
- (b) To assist the employee to become more effective in the performance of his/her work assignment.

7.02 Frequency of Evaluation

- (a) A performance evaluation will be conducted for each employee annually during the July 1st through June 30th period.

7.03 Evaluation Procedures

- (a) The Superintendent shall develop a performance evaluation document.
- (b) The evaluation form shall be used to record the results of employee performance evaluation.
- (c) A conference shall be held with each employee to discuss the results of his/her performance evaluation.
- (d) In the event an employee performs work under more than one (1) job classification, separate evaluations for each classification shall be completed.
- (e) The employee and the employee's supervisor shall sign the evaluation form. The signature of the employee does not mean approval or disapproval of the evaluation, but only that the evaluation has been reviewed and the employee has received a copy of the evaluation. If the employee refuses to sign, the supervisor may note such refusal on the evaluation form.
- (f) A copy of each evaluation form, as reviewed with the employee, shall be given to the employee at the conclusion of the evaluation conference. A copy shall also be forwarded to the Superintendent to be filed in the employee's personnel file.
- (g) An employee may present written comments or rebuttal to his/her evaluation within fourteen (14) calendar days of receipt of a copy of the evaluation, which shall be attached to and considered part of the employee's evaluation form.

ARTICLE VIII - JOB SECURITY

8.01 Probationary Period

- (a) The probationary period for all new employees shall be one (1) year from his/her first day on the job. The probationary period for all employees who have completed their initial probationary period and who are transferred/promoted to a different job classification/ position shall be thirty (30) calendar days from his/her first day on the job in such new classification/position.
- (b) After completion of the probationary period, employees may be disciplined, suspended or terminated consistent with Article 8.03. If certification of fitness for employment is required by any agency, department or body of government, the failure to attain or retain such certification shall be a cause for immediate removal.
- (c) If the service of a new employee is unsatisfactory, he/she may be reduced or removed from service with the BOARD or the Superintendent at any time during the initial probationary period and this reduction or removal shall not be subject to the grievance procedure. If the service of an employee serving a thirty (30) day probationary period is unsatisfactory, he/she may be returned by the Superintendent to his/her previous assignment at any time during this probationary period and this action shall not be subject to the grievance procedure.
- (d) The Superintendent shall inform the employee in writing of his/her successful completion of the probationary period.
- (e) This Section supersedes and replaces any conflicting and/or applicable provisions of the Ohio Revised Code which address probationary period including but not limited to Ohio Revised Code section 124.27.

8.02 Performance Deficiencies

- (a) The parties agree that deficiencies in an employee's work performance and/or other work related areas should be brought to the attention of the employee within reasonable time after the deficiencies are observed or brought to the attention of the employee's supervisor in order to give the employee a reasonable time and a reasonable opportunity to correct such deficiencies.

8.03 Discipline

- (a) After completion of the probationary period, employees may be disciplined, suspended or terminated for incompetency, inefficiency,

dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of the written rules and regulations of the BOARD, or any other good and just cause. This procedure shall apply to discipline, suspension, or termination for any of the reasons set forth above.

- (b) An employee shall receive a verbal warning on the first offense; a written reprimand on the second offense; shall be suspended on the third offense and shall be suspended or terminated on the fourth offense. The Superintendent may accelerate disciplinary measures to any step if the gravity of the offense warrants such action.
 - (1) The supervisor shall provide a written summary of his/her verbal warning to the employee. Such summary shall be placed in the employee's personnel file.
- (c) Prior to discipline, suspension or termination, the employee shall be informed of the reason for the disciplinary measure, shall be given an opportunity to respond and shall be given the right to be accompanied to any meeting by a representative of the ASSOCIATION.
- (d) Records of discipline shall be expunged from an employee's file if no similar offense occurs within two (2) years of time; records of suspension shall be expunged from an employee's file if no similar offense occurs within a four (4) year period of time; provided, however, that any offense related to sexual imposition shall not be expunged.
- (e) This Section replaces any applicable provisions of the Ohio Revised Code which address discipline.

8.04 Seniority

- (a) District Seniority
 - (1) District Seniority or Seniority shall be defined as the uninterrupted length of continuous service with the BOARD. An individual shall have no seniority during his/her probationary period. However, upon completion of this probationary period, seniority shall date back to the date of initial hire as verified by BOARD official minutes.
- (b) Classification Seniority
 - (1) Classification Seniority shall be defined as the uninterrupted length of continuous service with the BOARD in a particular job classification computed from the date of hire as verified by official

BOARD minutes or transfer to such classification. An individual shall have no Classification Seniority during his/her probationary period. However, upon completion of this probationary period, Classification Seniority shall date back to the date of hire or transfer to such job classification.

(2) The following classifications shall be used for the purpose of defining Classification Seniority:

- * Assistant Mechanic
- * Building Aide
- * Bus Aide
- * Clerical Aide
- * Clinic Nurse
- * Custodian
- * District Nurse
- * Educational Assistant (including preschool)
- * Food Service – Assistant Cook
- * Food Service - Cook
- * Food Service / Mail Delivery
- * Grounds Keeper
- * Head Cashier
- * Hearing Handicapped Interpreter
- * Library Aide
- * Maintenance
- * Mechanics
- * Personal Student Transport
- * Receptionist
- * Secretary
- * Study Hall / In-School Suspension Monitor
- * Technology Repair
- * Transportation (Bus Driver)

(c) The accrual of seniority (job classification or District) shall begin from the date of regular employment as verified by official BOARD minutes continue for all time an employee is under contract receiving regular paychecks, is receiving Workers' Compensation benefits for an injury received in the course of employment with and arising out of employment with the BOARD, or is on leave of absence due to a required military service commitment.

(d) Time spent on approved leave but inactive pay status of one or more years, after the effective date of this AGREEMENT (including unpaid leave or the initial five (5) years of disability retirement) shall not constitute a break in Classification or District seniority but shall not count

towards the accrual of seniority. Said employees will be given an adjusted seniority date to reflect the time off work on such unpaid leave or disability retirement.

- (e) Seniority (Classification or District) shall be terminated when an employee resigns, retires, or his/her contract with the BOARD is terminated.
- (f) If two or more employees have the same District or Classification seniority date, such seniority will be determined: first by the date of employment application, and secondly by a flip of the coin by those involved in the dispute.
- (g) Seniority List
 - (1) Every employee's name will appear in order of seniority on a list according to classification. Said list shall be compiled by placing employees at the top of the list in descending order of Classification Seniority as defined in Section 8.04(b)(1). The District Seniority date of each employee shall also be shown on such list.
 - (2) The seniority list shall be prepared by the Superintendent no later than December 1 of each school year. The seniority list shall be reviewed by the ASSOCIATION President and Superintendent. All disagreements about the accuracy of the list shall be resolved. The seniority list shall then be initialed by the ASSOCIATION President and the Superintendent, with copies given to each no later than January 31. Once initialed, the seniority list shall be considered final.

8.05 Reduction-In-Force

- (a) If it becomes necessary to reduce the number of employees in a job classification for any reason, the BOARD shall determine in which classification(s) the layoff should occur and the number of employees to be laid off.
- (b) In the event of a reduction or layoff, the number of people affected by reduction-in-force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire or otherwise vacate a position.
- (c) Whenever it becomes necessary to lay off employees, affected employees shall be laid off according to their Classification Seniority, with probationary employees laid off first and with the least senior employee(s) to be laid off next, as noted on the Classification Seniority list.

- (d) At least twenty (20) calendar days prior to the effective date of any layoff, the BOARD shall advise the affected employees and the ASSOCIATION of pending layoffs. Thereafter, the BOARD shall prepare and post for inspection the job classification seniority list, noting which employees are to be laid off.

8.06 Bumping Rights

- (a) Employees who are laid off from their job classification shall have the right to exercise their District Seniority to displace the least senior employee in any job classification which they previously held in the School District provided the employee desiring to exercise such District Seniority has:
 - (1) more District Seniority than the employee in such other job classification;
 - (2) the present ability to perform the essential functions of the classification without additional training or retraining;
 - (3) any certificates or licenses required to perform such work.

8.07 Recall from Layoff

- (a) For the classifications in which the layoff occurs, the BOARD shall prepare a reinstatement list. Employees shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list by the employees standing highest on the layoff list before any new employees are hired in or current employees are involuntarily transferred in that classification or any probationary employee who has been laid off is reinstated.
- (b) Vacancies which occur in the classification of the layoff shall be offered to employees on layoff on the reinstatement list in writing via U.S. mail to the employee's last known address. Any employee who declines reinstatement or fails to reply to the BOARD's offer within five (5) calendar days of posting the letter of recall shall be removed from the reinstatement list.
- (c) The employee's name shall remain on the reinstatement list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority.

ARTICLE IX - VACANCIES, ASSIGNMENTS, TRANSFERS

9.01 Vacancy Announcements

- (a) A vacancy shall be defined as an "open position" within the bargaining unit covered by this AGREEMENT, that the administration determines to fill; provided, however, a vacancy shall not be deemed to exist for purposes of the procedures set forth in this Article if:
 - (1) there is an employee in the bargaining unit on suspended contract with recall rights to the open position; or
 - (2) the Superintendent, in the exercise of his/her prerogative, fills the open position by involuntary transfer.
- (b) Before filling a vacant position in the bargaining unit with an employee new to the District, the Superintendent shall consider all applicants currently working within that job classification for the vacancy and if no such applicant is selected to fill the position, then consider all applicants currently working within the bargaining unit. This will be done within thirty (30) calendar days of the posting of the vacancy. An internal applicant must complete an internal application form for each vacant position for which he/she wants to be considered. "Considered" means the employee will be interviewed the first time the employee applies for a position in that classification provided the employee meets the general qualifications and requirements for the position. The employee does not need to be interviewed again if the employee applies for a position in the same classification unless it has been twelve (12) months or more since the last time the employee was interviewed.
- (c) Vacancy announcements to employees and the ASSOCIATION shall be by posting "Notices of Vacancy", within five (5) calendar days after the vacancy is determined to exist on the district website for a minimum of seven (7) calendar days, by emailing all employees a link to that webpage and by providing a copy to the ASSOCIATION President. "Notices of Vacancy" shall include the general qualifications for the job, the general requirements of the job, the number of hours anticipated, location of the vacancy, rate of pay, classification, the internal application deadline, and procedure for application.
- (d) Vacancies shall be filled within sixty (60) work days of the posting. However, under no circumstances will an individual be employed on a substitute basis in an attempt to avoid posting or filling a vacant position.

9.02 Voluntary Transfers

- (a) An employee making application for transfer to a posted vacancy must do so in writing to the Human Resources office by completing a letter of intent as noted on the "Notice of Vacancy" no later than 12:00 P.M. on the last day of the posting period.

9.03 Involuntary Transfer

- (a) The Superintendent may reassign an employee if said reassignment shall facilitate the efficient operation of the School District.
- (b) No employee shall be placed at a lower hourly rate of pay due to an involuntary transfer.
- (c) The Superintendent shall meet with the employee to discuss the reasons for the involuntary transfer before the transfer takes place.

9.04 Temporary Transfers

- (a) An employee may be temporarily transferred or assigned due to unusual circumstances, such as a position being vacated by another employee and prior to its being filled, or employee absence. Said temporary transfer or assignment shall be in writing by the Superintendent.
- (b) The employee who has been temporarily assigned will not lose any salary should the position be at a lower rate of pay. If the position to which the employee has been transferred is regularly paid at a higher rate of pay, then the employee shall receive a higher rate of pay for the new assignment as directed by the Superintendent. Temporary transfer or assignment shall be defined as a transfer or assignment for a period of four (4) hours or more.
- (c) Upon the filing of a request in writing from an employee who will be on a long term absence for ninety (90) calendar days or more, employees in the same classification as the employee may request a temporary transfer to the position held by the employee requesting the leave. A substitute will then be hired for the temporarily transferred employee's position. When the employee returns from his/her leave of absence, he/she, along with the temporarily transferred employee, shall return to his/her original position.
- (d) Employees in the Food Service classification of Assistant Cook shall also be eligible for temporary transfers according to the following procedures:

- (1) Upon the absence of a Cook, the Assistant Cook(s) in the building with the highest number of hours shall be temporarily transferred to Cook position. Said temporary transfer shall be in writing by the Superintendent.
- (2) Upon the temporary transfer of an Assistant Cook to the vacant Cook position, the Assistant Cooks in the Building with the second highest number of hours in the Building of the Cook who is absent shall be entitled to be temporarily transferred on a seniority rotation basis to the Assistant Cook position which is vacant due to the temporary transfer of another Assistant Cook. Said temporary transfer shall be in writing by the Superintendent.
- (3) The temporary transfer sequence outlined in this procedure shall continue until all regular short-hour Assistant Cooks have been given the opportunity to be temporarily transferred to an Assistant Cook position with greater hours. Substitutes shall be employed only after all Assistant Cooks have been given an opportunity for temporary transfer.
- (4) In applying these procedures, if two (2) or more Assistant Cooks have the same number of assigned hours, transfers will be made on a seniority rotation basis; provided, however, if a temporary transfer will result in an employee being scheduled to work over forty (40) hours in the work week, the employee will not be eligible for the transfer.
- (5) The procedure outlined in (d) shall be applicable only to the filling in for employees in the Cook and Assistant Cook classifications.

9.05 Temporary Assignment - Bus Drivers

- (a) Any route vacated within the school year, by an employee on a long term leave of absence, shall be posted as a temporary assignment (not a vacancy) available to drivers whose assignment is less hours than the vacated route. A route will be posted as a temporary assignment upon the filing by a driver, in writing, for a leave of absence of ninety (90) calendar days or more.
- (b) Bidding shall be conducted by seniority as specified in Section 11.08(f), with the limitation of bidding to two (2) "temporary assignments" (so that the domino effect can be prevented).
- (c) The route made available after the bidding process shall be filled by a substitute.

- (d) If a driver's original assignment does not allow for insurance eligibility, he/she will not be eligible for insurance even if the temporary assignment route allows for eligibility.
- (e) Should the driver on the leave of absence return within the school year, he/she will assume his/her original bus route assignment. All other drivers involved in the temporary assignment process will also return to their original bus route assignment resulting in the discontinuation of the substitute driver's services.
- (f) Should a driver participate in the bidding process, while on a leave of absence, he/she will notify the BOARD as to the anticipated length of his/her leave of absence. Should such leave be for ninety (90) calendar days or more, his/her route will be posted as a temporary assignment upon conclusion of the bidding process. The above procedure shall then apply to the assignment of the route.
- (g) No driver will be temporarily assigned to a different position if the temporary assignment will result in the driver being scheduled to work over forty (40) hours in a work week.

9.06 Selection Criteria

- (a) When making employment decisions, the Superintendent shall consider, but not be limited to, such factors as: job classification seniority, skills; aptitude; education; experience in like positions; physical fitness, if applicable; training; certification if necessary; efficiency; performance and attendance. The filling of each position shall be governed by the principle of selecting the person best for the position, as determined by the Superintendent.
- (b) When more than one employee applies for the same vacancy and each is equally qualified for the position, as determined by the Superintendent, classification seniority within the classification posted shall be the determining factor in filling the vacancy.
- (c) Transfers and promotions across classifications are subject to a thirty (30) calendar day probationary trial period. At any time during that period, the employee may be returned by the Superintendent to his/her previous assignment for failing to qualify, or may return to his/her former position of his/her own volition. Transfers and promotions within a classification are subject to a fourteen (14) day trial period by the employee. During this fourteen (14) day trial period, the employee may return to his/her former position of his/her own volition. At any time during a thirty (30) day period, an employee transferred or promoted within a classification may be returned by the Superintendent to his/her previous assignment for failing to qualify.

- (d) If an employee who applies for a posted vacancy is not selected by the Superintendent for the vacancy or if he/she is not granted a voluntary transfer, the employee may meet with the Superintendent to discuss the decision and/or transfer denial.

9.07 Shift Transfers During Breaks

- (a) During the Summer, Winter and Spring vacation period, transfers, if the Superintendent determines to make shift transfers, will be done on a rotation basis with the third shift moving to the first shift during the school years ending in even numbers, followed by the second shift moving to the first in school years ending in odd numbers. If only one (1) person on a shift is to be transferred, it will be rotated on a seniority basis with the most senior being the first transferred, the second highest in seniority being the next transferred, etc., through the seniority list of employees on the shift before going back to the most senior.

ARTICLE X - LEAVES

10.01 Sick Leave

- (a) Days of absence authorized under this provision shall be deducted from the sick leave accumulation.
- (b) Each employee shall be entitled to earn one and one-fourth (1-1/4) days of sick leave for each month under contract up to 15 days per year. The maximum accumulation of sick leave for full-time employees shall be 270 days. This limit shall be increased for employees who are at the maximum up to an additional ten (10) days for personal leave days unused and converted to sick leave; provided, however employees who are at the maximum sick leave accumulation at the end of the school year prior to their date of retirement shall be permitted to use sick leave which would have been earned during such school year of retirement before using the accumulated sick leave carried over into the last school year.
- (c) Accrued sick leave credits shall be allowed to employees transferring their employment from other Boards of Education or other political subdivisions in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio and do not exceed the cap on sick leave indicated in Section 10.01(b) above.
- (d) On reporting to duty, each employee shall be advanced five (5) days' sick leave.

A new classified employee shall not accumulate sick leave until such time as the sick leave he/she would have accumulated equals the amount of sick leave he/she was advanced. Thereafter, he/she shall accumulate sick leave at the rate set forth in 10.01(b) above.

Employees who have been employed in the School District for a period of one (1) or more years and who have consumed all previously accumulated sick leave may be granted an advancement of the number of sick leave days the employee will earn to the end of the current contract year up to a maximum of five (5) days' on their sick leave to be earned thereafter. Any such employee who thus receives an advancement of sick leave shall make written application therefore on a form provided by his/her supervisor on which he/she shall also allege an intention to return to the employ of the School District upon recovery or to pay the value of such days advanced should he/she not return, such payment to be either by payroll deduction from money due him/her from the School District or by direct payment. Such application shall be accompanied by the statement of a physician that he/she will be physically able to return to

his/her assignment upon recovery and shall also give the anticipated date of return.

- (e) The same accrual of one and one-fourth (1-1/4) days per month under contract shall continue during the use of sick leave, provided the employee has not been officially separated from the payroll.
- (f) Sick leave usage shall be granted for the following:
 - (1) Sick leave shall represent absence due to illness, injury or exposure to contagious disease.
 - (2) Sick leave shall also represent absence due to illness or death in the employee's immediate family.
 - (3) Disability due to pregnancy and/or delivery. [Sick leave may be utilized only during the period of time the employee is actually disabled and unable to perform her normal duties. If additional time off is desired, Child Care/Family and Medical Leave must be utilized.]
 - (4) Definitions:
 - (a) Immediate Family - Where sickness is concerned, "immediate family" shall be defined to mean spouse, father, father-in-law, mother, mother-in-law, sister, brother, child, grandchild and any other person living as a dependent in the employee's household.
 - (b) Where death is concerned, "immediate family" shall be defined to mean father, mother, husband, wife, son, daughter, step-child (son or daughter of current spouse), father and mother-in-law, son and daughter-in-law, brothers and sisters, brother and sister-in-law, aunts, uncles, nieces and nephews, grandparents and grandparents-in-law, step-parents, and grandchildren. The immediate family shall also include the death of a person the employee has been supporting, whether a relative or not.
 - (5) (a) Sick leave usage to attend the funeral of a member of the employee's immediate family shall be:
 - (i) five (5) days when due to the death of the employee's father, mother, spouse, son or daughter; and

- (ii) three (3) days when due to the death of any other member of the employee's immediate family.

[NOTE: Additional sick leave usage may be used if the classified employee is otherwise eligible to use sick leave.]

- (b) An employee may use one day of sick leave per school year (July 1 to June 30) to attend the funeral of a person not identified as a member of the employee's immediate family.
- (6) Sick leave for immediate family not residing in the same household shall be granted to a maximum of ten (10) consecutive days per school year (July 1 to June 30) upon certification by the employee that the family member is seriously ill and the employee's presence is required. Such ten (10) days shall not be deemed leave granted under the Family and Medical Leave provisions herein (Section 10.12).
- (7) An employee may request additional sick leave from the Superintendent in unusual situations not listed above.
- (8) Any accumulated sick leave of a person separated from any other public service shall be transferable if the employee returns to employment within one (1) year of separation.
- (9) Employees who render part-time service shall be entitled to sick leave for the time actually worked at the rate of the full-time employee.
- (10) If sick leave is taken and medical attention was required, the BOARD may request a signed statement to justify the use of sick leave.
- (11) The Superintendent may, in the exercise of his sole discretion, require any classified employee applying to use sick leave for ten (10) or more consecutive days in any school year to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the classified employee is disabled and not able to work with or without restrictions/limitations and if the classified employee is able to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the classified employee to do so.

In the event the classified employee's physician and the physician selected by the Superintendent do not agree on any matter, they

shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the reports of the two physicians, examine the classified employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal.

The classified employee is responsible for all expenses incurred from his/her physician.

The BOARD is responsible for all expenses incurred from the physician selected by the Superintendent and for the cost of the third physician.

- (12) Falsification of sick leave statements shall be grounds for immediate termination.
- (g) Return from sick leave in excess of five (5) work days
 - (1) An employee returning to work following a personal illness which required absence of five (5) or more work days must furnish the Superintendent with a statement from his/her attending physician certifying the employee's ability to return to active working status. If the employee's physician is unable to certify that the employee is able to resume his/her full and normal job duties without limitations, the attending physician shall provide the full particulars on any limitations/restrictions in place and the likely duration of such. In the event there are restrictions/limitations, a meeting will be held with the employee before a determination is made on whether the employee may/may not return to active working status. If as a result of this meeting the Superintendent determines that the employee can return to work with restrictions/limitations, the Superintendent and the employee will then work out the reasonable accommodations necessary, if possible, to enable the employee to do so.
 - (2) The Superintendent may, in the exercise of his sole discretion, require any employee desiring to return to active working status following such absence to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the employee is able to return to work with or without restrictions/ limitations and if the employee is able to return to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the employee to do so. In the event the employee's physician and the physician

selected by the Superintendent do not agree on any matter, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the reports of the two physicians, examine the employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal.

The employee is responsible for all expenses incurred from his/her physician.

The BOARD is responsible for all expenses incurred from the physician selected by the Superintendent and for the cost of the third physician.

10.02 Exhaustion of Sick Leave

- (a) Employees who exhaust all sick leave they have earned or have had credited to their account as an advance or from the sick leave bank who remain sick and unable to report for work shall automatically be deemed on unpaid medical leave for a period of up to thirty (30) days but not less than twenty-one (21) days from the exhaustion of the sick leave. During this period of unpaid medical leave, the employee must apply for appropriate leave to cover any further absence from work. Failure to properly apply for appropriate leave during this period of unpaid medical leave is grounds for termination of the employee's contract for willful failure to return to work.

10.03 Medical/Disability Leave

- (a) Upon application and formal approval by the Superintendent, an employee shall be granted an unpaid, medical or disability leave of absence. Said leave shall be for a period of time not to exceed one (1) year from the effective date of the leave but will be extended for additional period(s) to a maximum of two (2) total years of medical/ disability leave upon submission of appropriate disability verification. The Superintendent may consider a written request for up to a one-year extension of an approved medical leave of absence. All applications for unpaid leave shall include a termination date.
- (b) An employee on a medical leave of absence shall verify in writing to the Superintendent his/her desire to return to work within thirty (30) calendar days of the end of the leave. These timelines may be waived by mutual consent of both parties.

- (c) An employee returning to work following an approved medical/disability leave of absence must furnish the Superintendent with a statement from his/her attending physician certifying the employee's ability to return to active working status. If the employee's physician is unable to certify that the employee is able to resume his/her full and normal job duties without limitations, the attending physician shall provide the full particulars on any limitations/restrictions in place and the likely duration of such. In the event there are restrictions/limitations, a meeting will be held with the employee before a determination is made on whether the employee may/may not return to active working status. If as a result of this meeting the Superintendent determines that the employee can return to work with restrictions/limitations, the Superintendent and the employee will then work out the reasonable accommodations necessary, if possible, to enable the employee to do so.
- (d) The Superintendent may, in the exercise of his sole discretion, require any employee desiring to return to active working status to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the employee is able to return to work with or without restrictions/limitations and if the employee is able to return to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the employee to do so.

In the event the employee's physician and the physician selected by the Superintendent do not agree on any matter, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the reports of the two physicians, examine the employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal.

The employee is responsible for all expenses incurred from his/her physician.

The BOARD is responsible for all expenses incurred from the physician selected by the Superintendent and for the cost of the third physician.

10.04 Sick Leave Bank (S.L.B.)

- (a) Purpose:
 - (1) To loan additional days of sick leave to employees who have used up all of their own sick leave days.

(b) Provisions of Eligibility:

- (1) All employees shall be eligible to be members of the S.L.B.
- (2) After the start of each school year, all employees will receive a written notice of the open enrollment period which will provide an opportunity to enroll in the bank before October 1st. Initial membership will consist of one (1) day of sick leave, to be deducted from the employee's sick leave accumulation and transferred to the S.L.B. prior to October 1. Each employee will receive a notice of receipt indicating his/her participation in the program.
- (3) Membership shall be continuous unless canceled, in writing, to the Treasurer's Office during the period of September 1 through October 1.
- (4) If 15 participants are not enrolled by October 1, the bank will not be established for that school year.

(c) Operational Procedures:

- (1) Loans will be limited to participating employees for use only in cases of the employee's own, the employee's spouse or dependent child's personal illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions, as determined by the S.L.B. Board. Normal pregnancy is not an unusual, severe or emergency condition.
- (2) Applications for loans from the Sick Leave Bank must be made on the Employee Application for Sick Leave Bank form prescribed by the Treasurer. A Physician's Statement in the form prescribed by the Treasurer is required with each application in order to be considered for a loan.
- (3) A loan will be considered only after the individual has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for Workers' Compensation or eligible for disability leave under the Ohio State School Employees Retirement System.

(d) Sick Leave Bank Board

- (1) The Sick Leave Loan Bank is to be regulated by a Board consisting of two (2) employees to be selected by the SCEA, one of whom will be co-chairman and a permanent member. A physician shall be asked to volunteer as an advisor to the Board, as needed. One (1) employee and one (1) administrator shall be appointed to three (3) year terms.

(e) Loan and Payback Procedures

- (1) The maximum number of days that a member may borrow is ten percent (10%) of the total days in the Bank at the end of the enrollment period (October 1).
- (2) The member who borrows days will pay back the days at the rate of fifty percent (50%) of his/her annual accumulated sick leave until the total number of days borrowed has been restored to the Bank. Provided, in the event a member who owes days to the bank ceases for any reason to earn sick leave days (i.e., retirement, resignation, permanent disability or death), any days of sick leave at that time to the credit of such member after first repaying days advanced shall be used to repay the Bank before any sick leave days are cashed in for severance pay purposes.

(f) Policy Procedures

- (1) In consideration of the benefits of participating in the S.L.B., each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree, in writing, as follows:

"I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the S.L.B. Board. All decisions of the S.L.B. Board will be final and binding but not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Springboro Community City School District, the Springboro Classified Employees Association, the S.L.B. Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

- (2) Application for the S.L.B. days must be made to the Superintendent.
- (3) The S.L.B. Board shall meet and render a decision within ten (10) days of receipt of request.
- (4) Unused requested days shall be returned to the S.L.B.
- (5) The S.L.B. will begin with one (1) day from each contributing employee. When the fund is depleted below thirty (30) days, each member will be assessed one (1) additional day. The Treasurer shall be responsible for notifying employees of each assessment period.
- (6) Extension of additional days may be applied for in the same manner as original application.
- (7) When an employee donates days to the Bank, he/she agrees to the above-stated rules for administration of the Bank and agrees to abide by the stated rules.
- (8) All decisions of the S.L.B. Board shall be final and binding, but are not subject to the grievance/arbitration provisions of this AGREEMENT.
- (9) These guidelines will be reviewed annually by the Sick Leave Bank Board if requested by either party.

10.05 Personal Business Days

- (a) All employees will be allowed three (3) days' personal business absence per year for business and personal reasons with the approval of the Superintendent. Personal business days may be cumulative to four (4) days. Except in the case of an emergency which precludes advance request, personal leave shall be requested at least seven (7) calendar days before use on a form to be provided by the BOARD.
- (b) Unless approved by the Superintendent, personal leave days shall not be granted on the day immediately prior to, or on a school vacation, school holiday, any day on the school calendar on which the students are not in attendance or any time during the first or last five (5) days of school. Subject to (a) above, twelve-month employees may take personal leave days on school holidays or school vacations.
- (c) At the end of each school year (June 30), an employee with unused personal leave days shall select one of the following:

1. Carry over one (1) day to the following year for a maximum of four (4) days of personal leave; or
2. Transfer to the employee's sick leave account up to the maximum accumulation allowed. For employees who have the maximum number of sick days accumulated, unused personal days (maximum of four (4) per year) may be converted to sick leave days, not to exceed ten (10) additional days; or
3. Receive per-diem rate of pay for each unused personal leave days.

10.06 Child Care Leave

- (a) If an employee desires to take child care leave, he/she shall notify his/her supervisor not later than four (4) months from the date upon which he/she plans to start the leave and his/her anticipated date of return.
- (b) The total length of child care leave shall not exceed twelve (12) calendar months from the date he/she begins leave.
- (c) An employee granted a child care leave shall be returned to the employee's original position, if the leave is for ninety (90) calendar days or less. An employee granted child care leave for more than ninety (90) calendar days shall be returned to a position within the same job classification held by the employee prior to the leave.
- (d) Leave granted under this section shall be deemed leave granted under the Family and Medical Leave provisions herein (Section 10.12).

10.07 Adoption Leave

- (a) Any employee shall, upon request, receive an unpaid leave of absence for the adoption of a child. If the child's age is less than the amount required for enrollment in kindergarten, the leave shall be up to one (1) school year. Otherwise, the leave shall not exceed ninety (90) calendar days.
- (b) An employee granted an adoption leave shall be returned to the employee's original position, if the leave is for ninety (90) calendar days or less. An employee granted an adoption leave for a longer period shall be returned to a position within the same job classification held by the employee prior to the leave.
- (c) Leave granted under this section shall be deemed leave granted under the Family and Medical Leave provisions herein (Section 10.12).

10.08 Assault Leave

- (a) An employee who has been physically or verbally assaulted in the course of and arising out of BOARD employment shall make an immediate oral report to his/her immediate supervisor, and shall, as soon as possible after the assault, forward a complete written report of the incident to his/her supervisor.
- (b) An employee who is disabled and unable to perform his/her duties due to a physical assault upon the employee as certified by the employee's attending physician to the Superintendent, in writing, shall receive up to a maximum of fifteen (15) work days. Said leave shall not be charged to sick leave. Upon request from the Superintendent, the employee may be required to be examined by a BOARD-designated physician at BOARD expense to verify such disability and shall cooperate fully with any investigation of the assault.

10.09 Other Leaves

- (a) Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The BOARD shall pay the employee his/her regular hourly rate of pay. The employee shall deliver over to the Treasurer and endorse his/her jury duty check from the Clerk of Courts, if said amount is less than his/her normal daily pay. If the fee is greater than his/her normal daily pay, the employee shall deliver over to the Treasurer the amount equal to his/her daily pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

- (b) Court Leave

In cases where an employee is subpoenaed or summoned to appear in any court in cases which are school related, he/she shall be paid his/her regular hourly rate of pay. The employee shall deliver over to the Treasurer and endorse his/her witness fee check from the Clerk of Courts, if said amount is less than his/her normal daily pay. If the fee is greater than his/her normal daily pay, the employee shall deliver over to the Treasurer the amount equal to his/her daily pay.

In cases where an employee is subpoenaed or summoned to appear in any court cases which are not school related, he/she shall be granted time off from work without pay unless the time off is chargeable to compensated leave under this AGREEMENT.

(c) Military Leave

All employees, who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia or members of other reserve components of the armed forces of the United States, shall be granted leaves of absence and pay in accordance with the Ohio Revised Code.

(d) Administrative Leave

The Superintendent may authorize paid or unpaid administrative leave for other justifiable emergency and/or extraordinary situations. The employee's reason for requesting such a leave shall be stated in writing.

(e) Unpaid Leave of Absence

An employee may request up to two (2) years unpaid leave of absence to attend to personal business. The employee is entitled to return to the position he/she held prior to the leave of absence.

10.10 Attendance Incentive

An employee will receive an attendance incentive of one hundred seventy-five dollars (\$175.00) in the second pay of August if the employee did not use any sick leave or take any unpaid leave of absence during the preceding school year.

10.11 Absence Not Covered by Leave

- (a) Any absence not covered by approved leave shall be deducted from an employee's salary and may be a basis for disciplinary action in accordance with Section 8.03.

10.12 Family and Medical Leave

- (a) Employees who: (1) have been continuously employed for at least one (1) year; and (2) have either: (a) worked for at least 1250 hours during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, or (b) were employed under a "full time" contract during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, shall be eligible for "Family and Medical Leave" in accordance with the Family and Medical Leave Act, Public Law 103-3.
- (b) Family and Medical Leave may be taken by employees who are temporarily unable to work due to:

- (1) birth of a child where the employee is needed to care for such newborn [child care leave, see Section 10.06 above];
 - (2) placement of a child with the employee for adoption or foster care [adoption leave, see, Section 10.07];
 - (3) the need for the employee to care for a spouse, son, daughter or parent with a serious health condition [family care leave]; or
 - (4) serious health conditions of the employee, as defined by the U.S. Department of Labor's Regulations, that make the employee unable to perform essential functions of his/her job (with or without reasonable accommodations for the disability, if such is required) [employee disability leave].
- (c) Child Care Leave and Adoption Leave taken under this section as Family and Medical Leave may commence at any time during the one (1) year period following the date of birth or date of placement for adoption.
- (d) No more than twelve (12) weeks of Family and Medical Leave, as such, will be granted in any twelve (12) month period commencing with the first day of usage.
- (e) Where the necessity for this leave is foreseeable, the employee must give notice by requesting this Leave, in writing, at least thirty (30) days prior to the onset of the leave. Such written notice shall be filed with the Superintendent. In those situations where the employee is unable to give this thirty (30) day notice, notice of the request for the leave must be given at the earliest time possible, considering all the circumstances present.

When "family care leave" or "employee disability leave" is foreseeable, based on planned medical treatment, the employee should try to schedule such planned medical treatment during non-assigned duty time.

- (f) Requests for "family care leave" must be supported by a health care provider certification verifying that a serious health condition exists and that the employee is needed to care for the family member and the estimated time needed for such care. Requests for "employee disability leave" must be supported by a health care provider certification verifying that a serious health condition exists and a statement that the employee is unable to perform the essential functions of his/her position.

Requests for "intermittent or reduced schedule family care leave" or "reduced schedule employee disability leave" must be further supported

by medical certification as to the necessity and expected duration of the leave; and, for planned medical treatments, the dates and duration of each treatment.

- (g) Employees covered by the medical insurance program set forth in Article XIII, Section 13.09, at the onset of a leave secured under this section may continue to participate in the program during the leave on the same terms and conditions that would have applied had no leave been taken. The premium portion payable by the employee, if any, is due on the first day of the month.
- (h) Except as specifically required by other provisions of this AGREEMENT with respect to any other type of leave taken concurrently with leave taken under this Section, no other employment benefits accrue during a family and medical leave and no other paid leave benefits (e.g., holiday pay) will be paid if such occur during a family and medical leave. The length of service of an employee on an approved family medical leave of absence shall not be broken, and the time spent on such leave shall be counted as continuous service.
- (i) Where there is medical necessity for "intermittent leave" or "reduced schedule leave" or "family care leave" or "employee disability leave, such are available, subject to agreement between the BOARD and the employee. However, the BOARD may require the employee to transfer for the duration of the leave to an equivalent position that better accommodates the proposed intermittent or reduced leave schedule, if such a position exists within the employee's classification. Employees on an intermittent or reduced leave schedule will have their salaries and/or hourly pay reduced to reflect the hours or days missed due to such leave unless paid leave (e.g., sick pay) is otherwise payable for time off work while on Family and Medical Leave pursuant to other provisions of this AGREEMENT.
- (j) Employees with accrued but unused personal days or sick leave days must use such paid leave first as part of any "family care leave" and/or "employee disability leave" taken under this Section. A request to use Family and Medical Leave under this Section shall also be deemed a request to take any paid leave (e.g., sick leave, personal days) the employee is eligible to take. Approval to take Family and Medical Leave also constitutes approval to take such other leave.
- (k) Employees who apply for and take a leave of absence under other sections of this Article (e.g., sick leave, medical/disability leave, child care leave or adoption leave), which leave is for a reason for which the employee would also be eligible or Family and Medical Leave under this

Section and/or the Family and Medical Leave Act, shall also be deemed to be on Family and Medical Leave under this Section and shall be so notified by the Treasurer's office.

- (l) When returning from a leave under this Section, the employee will be placed in the same position that he/she held before taking this leave. If the employee was transferred to accommodate an intermittent leave or reduced hours leave, the employee will be returned to the position he/she held before being transferred for accommodation of the intermittent leave or reduced hours leave. If family and medical leave is taken in conjunction with child care leave, as provided for in Section 10.06 above, or adoption leave as provided for in Section 10.07 above, or medical/disability leave as provided in Section 10.03 above, the provisions of Section 10.06, 10.07 or 10.03, whichever is applicable, shall govern the return to work conditions for the employee.
- (m) The provisions of Section 10.01(g) and 10.03(c) shall also be applicable to the return of an employee from "Employee Disability Leave" granted under this Section.
- (n) In the event the Family and Medical Leave Act is repealed, this Section shall be null and void and of no further force and effect.

ARTICLE XI - WORKING CONDITIONS

11.01 Work Rules

- (a) Employees assigned to school buildings shall be subject to the rules and regulations established by the Building Principal which pertain to the employees assigned to his/her building. To the extent practicable, all rules and policies established by the BOARD and/or the Superintendent shall be in writing, shall be communicated to the employees and to the ASSOCIATION, and shall be uniformly applied throughout the entire school system.
- (b) A handbook with all District and State policies governing transportation employees shall be made available to each transportation employee at the beginning of each school year.

11.02 Work Week

- (a) The work week, for purposes of computation of earnings, will start at 12:01 a.m. each Sunday and end at 12:00 (midnight) the following Saturday.

11.03 Hours of Work

- (a) Hours of work for all regular full-time or short-hour employees will be based on job classification and responsibility as assigned by the Superintendent. When unusual conditions or governmental regulations require different hours, the Superintendent may adjust the work schedule to cover job requirements. Any deviation in the employee's assigned work schedule must be approved in advance by the employee's supervisor.
- (b) Employees are required to accurately report all regular and overtime hours worked and all break and lunch time on time cards/sheets provided by the BOARD. This time card/sheet must be prepared and signed by the employee and approved by the employee's supervisor.
- (c) Time spent in applying for or being interviewed for a position outside of normal duty time shall not be paid time.
- (d) Employees shall be notified of schedule and hours two (2) weeks before school starts and two (2) weeks before Summer School begins.

11.04 Overtime/Compensatory Time

- (a) It is the prerogative of the Superintendent to determine when and what work will be performed by employees on an overtime basis.
- (b) Employees will be paid based on actual hours worked rounded up or down to the nearest quarter hour each day. Overtime pay at the rate of time and one-half (1-1/2) the hourly rate applicable to the hours worked shall be paid for all hours worked in excess of forty (40) hours each work week.
- (c) Employees called in to work on a Saturday or Sunday due to an emergency shall be paid double time for all hours worked.
- (d) An employee may elect to receive either compensatory time equal to one and one-half (1-1/2) times the overtime hours worked beyond forty (40), or pay at the rate of time and one-half (1-1/2) for all hours worked beyond forty (40) hours each week. Each employee must notify his/her supervisor at the time the overtime hours are reported on the timecard of the employee's decision to take either overtime pay or compensatory time.
- (e) In no case shall accumulated compensatory time exceed 240 hours. Compensatory time off can only be taken at a time mutually agreeable to the employee and the employee's supervisor and may not exceed five (5) consecutive work days at any time.
- (f) When computing hours worked, vacation days, paid holidays, calamity days and personal days which fall within the normal workweek shall count as hours worked.
- (g) Pay for actual work on a paid holiday shall be at double time for all hours worked in addition to holiday pay.
- (h) All overtime must be authorized in advance by the employee's supervisor.
- (i) Payment of overtime shall be made according to the "Pay Schedule" developed annually by the Treasurer.
- (j) Bus drivers shall be paid on the basis of actual hours worked (including extra/overtime hours worked) rounded up or down to the nearest quarter hour daily, by work week.
- (k) All overtime for employees other than bus drivers shall be rotated by seniority within the classification at each work site.

- (l) For custodians, once overtime is offered at the start of a school year by seniority, it shall then be offered based upon the number of overtime hours worked. Each Monday, the head custodian in each building shall post the "Equalization of Hour" chart for all employees at each work site. The employee with the least amount of accumulated overtime hours shall first be offered overtime opportunities for the week. If two (2) or more employees have the same amount of accumulated overtime hours, the employee with the greatest seniority shall be first offered the hours. If no one within the job classification is available within the work site, overtime shall be rotated by seniority among other employees within the job classification.

Exception to the above procedure may occur during situations that require immediate attention/action preventing the head custodian or business manager to use the rotating or equalization process. In such cases, the head custodian shall make the necessary equalization adjustments in upcoming overtime opportunities.

Additionally, should an error occur in the offering of overtime, the head custodian shall make a correction in upcoming overtime opportunities.

- (m) An employee scheduled to work overtime immediately before or after his/her normal shift shall be paid the overtime rate for the actual time worked. Should there be a gap of time between the overtime and the employee's normal shift he/she shall be paid a minimum of two (2) hours at the overtime rate.

11.05 Call-In Pay

- (a) Any employee who has completed his/her regularly scheduled workday and is called back to work shall receive a minimum of two (2) hours' pay at the applicable rate in addition to regular pay due to the employee on that day. Notwithstanding the foregoing, the minimum call-in pay for a Cook called back for a group event shall be a minimum of three (3) hours' pay.
- (b) This call-in pay does not include required-attendance meetings, time worked immediately prior to or immediately following an employee's regular workday, and shall be compensated at the employee's applicable hourly rate for the time actually worked.
- (c) An employee who is required to attend meetings outside his/her normal work hours shall be paid for all actual time attending the meeting at his/her hourly rate of pay. Drivers shall be paid for actual time or thirty (30) minutes, whichever is the less, for time spent in route bidding.

11.06 Break Time

- (a) Eight (8) hour employees shall be entitled to a paid one-half (1/2) hour lunch period during the employee's eight (8) hour day.

If an eight (8) hour employee is required by the Building Administrator (Principal or Assistant Principal) to give up his/her lunch period due to conditions in the Building which mandate that this take place, he/she will be given either: (a) a duty-free thirty (30) minute break during the day; or (b) an additional thirty (30) minutes of pay for the day, as determined by the Building Administrator.

- (b) Eight (8) hour employees shall receive a fifteen (15) minute break during the first four (4) hours of work and a fifteen (15) minute break during the second four (4) hours of work.
- (c) Employees who work between five (5) and eight (8) consecutive hours daily shall receive two (2) fifteen (15) minute breaks each day, or one (1) thirty (30) minute break (lunch period) daily.
- (d) Employees who work between four (4) and five (5) consecutive hours daily shall receive one (1) fifteen (15) minute break per day.
- (e) Employees who work less than four (4) hours daily shall not be entitled to break time.
- (f) Bus drivers shall not be entitled to break time as defined in this section.
- (g) All lunch and break time as outlined in this section must be arranged at the mutual convenience of the employee and supervisor.

11.07 Calamity Days and Pay

- (a) All employees of the bargaining unit shall be paid for all time lost when the schools in which they are employed are closed owing to an epidemic or other public calamity. The maximum number of days payable for not working during any school year shall be five (5) days. In the event schools are closed for more than five (5) days, pay for such days off work will be advanced against earnings to be earned when the days are made up.
- (b) An employee may be required to report for work on a calamity day if requested to do so by the Superintendent or his/her supervisor. Employees who are required to work on a calamity day shall be paid double time for all hours actually worked on such day. Unless an employee (or classification of employees) is notified that he/she/they will

be required to work on a calamity day, the employee(s) will not be required to report for duty.

- (c) Those employees who are paid for a calamity day, but do not work the calamity day, shall be required to work any student make-up day scheduled by the BOARD without additional compensation.
- (d) An employee who has been granted sick leave, personal leave or vacation on a day which is declared a calamity day shall not be charged with such leave on such calamity day unless employees in the job classification of the employee on such leave are required to work on such calamity day.
- (e) An employee required to work the hours on a delay due to calamity and the school day is subsequently cancelled, will be considered to have time worked on a calamity day and entitled to receive double time for all hours actually worked as reflected in (b) above.

11.08 Bus Route Bidding

- (a) Prior to the end of each school year, all bus routes shall be re-bid, including Kindergarten runs and shuttles, with the driver with the greatest job classification seniority having first (1st) choice, the driver with the second greatest job classification seniority having second (2nd) choice, etc. Bus drivers must bid in person or by having another driver (who has been designated in writing to do so) select for them. In the event a driver is not present or the other driver designated to make the selection is not present at the time the driver is the next person to bid, such driver shall lose his/her right to bid and will be assigned a route after the bid process is completed. In the event that upon completion of bidding, all Kindergarten and/or shuttle runs are not assigned, the Superintendent shall assign any remaining Kindergarten or shuttle routes to bus drivers, beginning with those drivers who have least seniority within the bus driver classification.
- (b) Bus drivers shall receive a posted written notification of the date, time and place for the annual route bidding. This notice shall be posted in the bus drivers' lounge and in the School District Central Office. The bus route information with approximate time, miles, and location of the routes shall be available for examination in the School District Central Office at least ten (10) days prior to bidding. All questions about bus routes shall be handled in the School District Central Office strictly by appointment or during the times specified on the posting.
- (c) Employees hired before August 1, 2005 shall retain currently assigned buses, but if such an employee changes routes during the school year, the bus will remain with the route until the end of the school year.

Employees hired on or after August 1, 2005 shall not be guaranteed any particular bus.

- (d) Employees hired before August 1, 2005 shall have a minimum route time of four (4) hours. Employees hired on or after August 1, 2005 shall not have a minimum route time.
- (e) No later than October 1, the Superintendent shall conduct an annual review and make necessary adjustments to the routes. Bus routes, however, shall not be rebid after the bid process is completed, even if the route times change. It is the prerogative of the Superintendent to change route times after the bidding process is completed, as dictated by conditions and/or usage. If the October annual route time review results in the route time of a driver being reduced from the route time indicated for the route at the time it was bid by fifteen (15) or more minutes, the bus operator's hours of work may be reduced by up to fifteen (15) minutes. A bus operator's level of benefits will not be reduced during the school year in which the driver's rate of pay has been reduced. For any change in route time beyond fifteen (15) minutes, the bus operator will be given the option of working on the route at the reduced route time or working on the route as bid and being assigned other duties within the bargaining unit to make up the time lost through the review.
- (f) In the event a run becomes vacant during the school year, drivers shall have the right to bid on that run, by job classification seniority, up to a maximum of two (2) bids per vacancy. Any routes which become vacant after April 1 may be filled with a substitute driver for the remainder of the school year and bid as part of the annual route bidding procedure for the next school year.
- (g) In determining hours worked by bus drivers for insurance eligibility purposes, either the route time indicated on the posting or the actual hours set on the route if the route time is later adjusted, whichever is greater, shall be counted as hours worked for the school year involved.
- (h) Bus drivers of Kindergarten routes whose Kindergarten route is canceled on a day will be paid for the hours which are canceled on that day; provided, however, this provision is not applicable if the Kindergarten route driver drives an extra trip on the day.
- (i) In determining the total daily route time for each route each day, thirty (30) minutes shall be added to the calculated running time of the route for pre-trip inspections and ten (10) minutes shall be added to the calculated running time for moving the school bus from the bus parking area to the Junior High School.

- (j) Whenever a regular bus operator is required to substitute on a Kindergarten route, the regular driver will be paid his/her regular rate of pay for actual time driven, unless such time qualifies the driver for overtime pay.
- (k) Assignment of bus aides to routes shall be determined by seniority bidding in the same manner as established for bus drivers in sections (a) – (j) above.

11.09 Extra Trip Assignments for Bus Drivers

- (a) An extra trip shall be defined as any trip which has not been regularly assigned to a driver and will be counted for rotation purposes; provided, however, the assignment to a driver of up to two (2) hours of additional time any work day to assist another driver with an emergency situation on their regular route, and which time is either immediately before or immediately after the driver's regular route time shall not be deemed an extra trip for purposes of this Section.
- (b) The Transportation Supervisor or designee will assign regular school bus drivers to trips for extra-curricular activities and for field trips (extra trips) according to the following procedures:
 - (1) Prior to the beginning of each school year, the Supervisor will establish an extra trip list of persons who are currently employed as regular school bus drivers. The extra trip list will be based upon the period of employment as a regular school bus driver that is continuous with the current year. The extra trip list so established will be posted in the Transportation Office and in the Drivers Lounge. The ASSOCIATION President shall also be provided with a copy of the list.
 - (2) Regular school bus drivers who are eligible for extra trip assignments and who turn down three (3) such extra trips during a school year or who sign three (3) times the extra-trip posting for which they are not eligible according to their bid time and are assigned the trip(s) shall thereafter, for the remainder of the school year or until such time as the ASSOCIATION and the Superintendent mutually agree that such regular school bus drivers may be reinstated to the list of drivers considered for extra trips, no longer be considered eligible for extra trips.
 - (3) Disputes between the ASSOCIATION and the Superintendent over reinstatement shall be determined through the grievance procedure.

- (4) The driver eligible to be assigned to an extra trip should be notified no later than seventy-two (72) hours prior to the trip of the assignment and given the opportunity to accept or turn down the extra trip.
 - (5) Any driver who turns down an extra trip offered forty-eight (48) hours or less shall not have the turndown charged against the three (3) turndowns noted above.
- (c) Extra trips shall be assigned to drivers by the Transportation Supervisor or his designee on the basis of seniority, with the driver at the top of the list having the opportunity for the first trip each school year.
- (1) The following guidelines shall be followed for all other trips during the school year.
 - (a) Extra trips shall be posted in order of their departure time and date on a "trip board" located in the Drivers Lounge by 2:00 P.M. each Tuesday afternoon. Said trips shall be for the week starting the second Wednesday following the Tuesday posting. Except during holiday breaks the posting period will be longer.
 - (b) Each driver shall indicate by 10:00 a.m. on Tuesday which trip(s) he/she is interested in taking by legibly signing his/her name on the line(s) provided under the trip posting.
 - (c) Field trip assignments shall be posted by 2:00 P.M. on Tuesday afternoon. If a mistake is made in assigning field trips the driver must notify the Transportation Supervisor or designee within 24 hours of the assignment; after verification, the Transportation Supervisor or designee must issue a pass to the affected driver(s).
 - (d) If a trip is added after the Tuesday posting but before the 10:00 a.m. Tuesday assignment, it shall be posted into the current posting using date/time order and highlighting the posting to notify drivers of the addition. If a trip is added after the Tuesday assignment, the Transportation Supervisor or designee shall proceed down the extra-trip list for each succeeding extra trip during the school year. If a mistake is made in assignment of an extra-trip(s) in this section, the driver must notify the Transportation Supervisor or designee within 24 hours of the assignment, after

verification the Transportation Supervisor or designee must issue a pass to the skipped driver(s). Payment for the trip(s) is not an option.

- (e) The above trips will be assigned to drivers using the extra trip rotation list and the procedures defined in section 11.09.
- (f) Emergency Trips as defined in this section will be offered drivers as follows:
 - 1. Emergency Trips departing 1:45 p.m. to 3:45 p.m. or during drivers route bid hours, are assigned to sub drivers based on Transportation Supervisor's discretion so that routes are not affected.
 - 2. Emergency Trips departing after 3:46 p.m. to 4:05 p.m. will be assigned to drivers whose bid time ends from 4:00 p.m. to 4:05 p.m. in rotation. If a driver on this Emergency Trip Rotation List does not take the trip, it will be offered to the next driver on the list in rotation until the trip is assigned.
 - 3. Emergency Trips split by the Transportation Supervisor or designee the second half of the trip must be given in rotation.
- (g) If multiple buses are required for a trip and one or more buses are cancelled and the cancellation is prior to departure from the bus lot, the last driver(s) assigned by rotation will get a pass. If the cancellation occurs after the buses depart the bus lot, the last driver(s) assigned by rotation will receive two (2) hours pay for the cancelled trip.
- (h) If a driver turns in a trip or more buses are required on a trip than was posted, the Transportation Supervisor or designee will review the posted sign-up list and ask the next person in rotation on the extra trip list to take the trip. If that driver does not take the trip the next person who signed the posted sign-up list will be asked in rotation on the extra trip list. If no driver who signed on the posted sign-up list takes the trip, the Transportation Supervisor or designee will ask the next person in rotation on the extra trip list and will continue through the list until the trip is assigned. If the trip is not filled the Transportation Supervisor or designee will assign the trip to a floater or sub.

- (2) If a trip is added less than twenty-four (24) hours from the departure time of the trip, the Transportation Supervisor or designee shall proceed down the extra-trip list for each succeeding extra trip during the school year.
- (3) A driver's regular work schedule, i.e., morning runs, Kindergarten runs as applicable, and afternoon runs shall take precedence over extra trips, except in cases where the trip will be a full-day trip, making it necessary for the driver to be absent from his regular runs for the entire day. A full-day trip shall be defined as any trip beginning at 8:00 a.m. or earlier and continuing to 3:00 p.m. or later. Those drivers who elect to take these full-day trips will be docked their regular runs and paid at the approved extra-trip rate for the actual time of the trip. A substitute driver will be assigned to the drivers' regular runs, providing a substitute is available. If a substitute driver is not available, the regular driver will be required to take his/her regular route.
- (4) If a regular driver refuses an extra trip, he/she will be placed at the bottom of the extra trip list.
- (5) If a regular driver's extra trip is canceled, he/she will be issued a pass.
- (6) If a regular driver is absent due to sick leave, he/she will not lose his/her place in rotation for the first extra trip after the driver returns to work. In no event shall a driver have more than one (1) pass for any absence period. If a driver is on sick leave on Friday p.m. except for a prescheduled doctor's appointment or approved personal leave and is scheduled for an extra-trip on Saturday and/or Sunday, the driver will lose the Saturday and/or Sunday extra-trip and receive a pass for the trip.
- (7) For emergency trips (those assigned less than twenty-four (24) hours from departure time), drivers will be called in rotation on the extra trip list beginning with eligible drivers with passes if the trip departs after 4:05 p.m.
- (8) In the event a driver fails to appear for a trip to which he/she has been scheduled or the field trip request was incorrect, the Superintendent, Supervisor or designee shall assign the trip to any regular or substitute driver at his/her discretion. The replacement driver will not lose their place in rotation.

- (9) No trading of extra trips is permitted.
- (10) A minimum of two (2) hours shall be paid for each extra trip.
- (11) Extra trip drivers are to report actual time for the trip, including clean-up time. Drivers shall be paid in one-fourth (1/4) hour increments rounded to the nearest one-four (1/4) hour increment.
- (12) Any extra trip which cannot be filled shall be assigned to the least senior available driver on the extra trip list.
- (13) Overnight Trips - Special Conditions

The driver on an overnight field trip will be paid for all hours actually worked. In applying this condition, the following shall apply:

- (a) the driver will be paid in the evening up to the time he/she completed his/her driving responsibilities (parks and secures the vehicle);
- (b) the driver will not be paid for any time after he/she completes such responsibilities; and
- (c) the driver will be paid for all time the next day, commencing with the beginning of his/her performance of driving duties.
- (d) A Summer Field Trip List will be posted prior to the Annual Bus Route Bid Day. If a driver wants to be eligible for a summer field trip, they must sign the Summer Field Trip List by the Annual Bus Route Bid Day. Summer Field Trips will be posted the same as the extra-trip assignment in this section. Summer Field Trip postings will be at a location to be determined by the Transportation Supervisor.

11.10 Accident Reports

- (a) Employees shall be required to report any accidents causing personal injury on written forms supplied by the BOARD.
- (b) Employees shall be required to report any incidents which involve personal injury to staff or students on written forms supplied by the BOARD.
- (c) In the case of accidents involving students under an employee's supervision, an accident report shall be filed with the employee's immediate supervisor on written forms supplied by the BOARD; provided,

however, the BOARD shall have the right to waive this requirement and in lieu thereof to require the employee to submit a confidential report of the incident to the BOARD's attorney (which report shall be protected by the attorney-client privilege) no later than twenty-four (24) hours after the incident.

- (d) Non-confidential reports shall be in writing and provided to the employee's immediate supervisor.
- (e) The employee shall have the right to ASSOCIATION representation in any meeting involving representatives of the District.
- (f) If a liability suit against the employee arises out of, or in the opinion of the BOARD's attorney may arise out of, the accident, the District shall provide the employee with counsel and will hold the employee harmless to the full extent required by the applicable provisions of the Ohio Revised Code. If criminal charges against the employee arise out of, or in the opinion of the BOARD's attorney may arise out of, the accident, the BOARD may, but shall not be required to, provide the employee with counsel in such criminal action proceedings, as the BOARD in the exercise of its sole discretion shall determine.

11.11 Mileage/Meetings

- (a) Any employee using his/her private vehicle for BOARD business at the request of the responsible supervisor shall be reimbursed for such use at the rate established by the Internal Revenue Service upon submission of proper evidence of mileage on a statement signed by the responsible supervisor.
- (b) Employees who are required to attend seminars, workshops or conferences related to their assignments shall be reimbursed at their regularly scheduled hourly rate of pay for the time spent at the meeting plus any and all transportation, registration, meals and lodging that may be applicable.

11.12 Drug/Alcohol Free Schools

- (a) Purpose

The BOARD and the ASSOCIATION believe that quality education is not possible in an environment affected by illegal drug use and/or abuse of alcoholic beverages. The BOARD and ASSOCIATION seek to establish and maintain a drug/alcohol-free educational setting in full compliance with federal, state, and local laws, including the Drug-Free Workplace Act and the Drug-Free Schools and Communities Act.

(b) Employee Assistance

Chemically dependent employees are urged to seek help before their dependence causes problems with their jobs.

Recognizing that chemical dependency is a treatable illness which should be dealt with by treatment and education, it is the BOARD's policy to prevent chemical dependency and/or offer rehabilitation, rather than to merely discipline employees for substance abuse related problems.

The BOARD will work with an employee desiring chemical dependency rehabilitation assistance on a voluntary basis. Applicable group health plan coverage, sick leave benefits and leaves of absence policies are available to assist employees who seek rehabilitation. Voluntary rehabilitation and/or inquiries concerning rehabilitation will not be used as evidence of a violation of any BOARD policy.

Where rehabilitation is offered by the BOARD in lieu of discipline, such rehabilitation, if elected, is considered involuntary. Involuntary rehabilitation shall be available only one (1) time during an employee's tenure of employment with the BOARD, and shall not be available to any employee in lieu of termination for operating any motor vehicle on BOARD business under the influence of alcoholic beverages, or while currently using illegal drugs.

(c) Drug Testing

Nothing in this Section shall be interpreted as requiring an employee to submit to urinalysis tests for controlled substances; however, it is understood that the BOARD may require such tests to the extent testing is required by federal or state law. The employee will be paid for all the time spent having a test. The BOARD will pay the cost of any test which the employee passes. The employee will be responsible for paying for any test which the employee fails to pass.

(d) Confidentiality

Information provided to administrative personnel concerning medical problems related to substance abuse or chemical dependency of an employee shall be considered part of the employee's medical record and shall be treated as confidential. However, performance problems, attendance or rules violations will be documented, reported or otherwise treated as ordinary personnel information even if related to substance abuse or chemical dependency.

(e) Notification

At the beginning of each school year, all employees will receive a copy of the Drug/Alcohol Policy which includes the disciplinary sanctions and a description of possible Employee Assistance. The annual review of this Section of BOARD Policy will emphasize that compliance is mandatory.

(f) BOARD Policies

The BOARD may adopt policies, rules and procedures to implement the terms of this Section.

(g) Prohibited Conduct

The unlawful manufacture, distribution, dispensation, possession, use, or being under the influence of alcoholic beverages and/or controlled substances (illegal drugs) by any employee, during working hours, on BOARD premises, or at any activity or function sponsored by or related to employment with the BOARD, is prohibited. "Premises" includes vehicles owned by, or being driven on behalf of the Springboro Community City School District, as well as parking lots, playgrounds, and other property owned by Springboro Community City Schools. "Controlled substance" refers to drugs subject to federal or state regulation, making their manufacture, dispensation, distribution, possession or use a crime, this includes but is not limited to Cannabis, Cocaine, Amphetamines, Barbiturates, and Heroine. Medications used as prescribed by a treating physician or dentist are excluded.

(h) Drug-Related Criminal Conviction

Employees convicted (including a guilty or no contest plea) of violating any federal, state or local criminal drug law, where the violation occurred during work hours, or on BOARD premises, must report the conviction to the Superintendent within five (5) business days of a conviction. Where said criminal offense is a minor misdemeanor, the employee shall be referred for involuntary rehabilitation in lieu of a 5-day suspension without pay. Failure to participate in rehabilitation or a subsequent conviction for minor misdemeanor drug-related offenses will result in a 5-day suspension without pay. Convictions for offenses other than minor misdemeanors will result in discipline, up to and including termination, in accordance with contractual and statutory provisions. Failure to report the conviction(s) will result in termination.

(i) Penalties

Violations of the BOARD's Drug/Alcohol-Free Schools Policy will result in discipline up to and including termination, which action will be taken in accordance with contractual and/or statutory provisions.

11.13 Smoke Free Environment

- (a) No smoking will be permitted in any school building, on any school grounds, in any school vehicle.
- (b) Violation of this prohibition will result in discipline in accordance with Article VIII, Section 8.03.
- (c) An employee who smokes will be permitted to leave the school premises during breaks and lunch.

11.14 Subcontracting

There shall be no subcontracting to a private company or any other agency of any bargaining unit position and/or job responsibility currently performed by a member of the bargaining unit for the duration of this AGREEMENT.

This provision shall remain effective until the expiration of the current collective bargaining agreement on July 1, 2017, and shall require mutual written consent between the parties in order for this provision to be applicable to any future expressed, implied or legal extension of this agreement or any future agreement.

ARTICLE XII - SALARY SCHEDULE AND WAGE PROVISIONS

12.01 Salary Schedule

Appendix A is the employee hourly rate schedule effective July 1, 2013 through June 30, 2016.

In addition to an employee's regular salary, the following stipend shall be provided for all employees:

2013-14:	\$1,000.00
2014-15:	\$1,000.00
2015-16:	\$1,000.00

The stipends shall be paid no later than December 15 of each year in a separate check.

12.02 Payroll Practices

- (a) Annual contract (regular hours) payments for twelve (12) month employees shall be made in twenty-six (26) payments. (See 11.04 regarding overtime payment.) All employees will have their checks electronically deposited (Direct Deposit) to a Financial Institution of their choice.
- (b) Annual contract (regular hours) payments for employees who work less than twelve (12) months but more than the student days in the school calendar shall be paid every two (2) weeks beginning the first scheduled payroll following the end of the first work-week pay period worked and continuing for the remainder of the twenty-six (26) pays on the payday schedule. (See Section 11.04 regarding overtime payment.)
- (c) Employees working the student days in the school calendar shall be paid every two (2) weeks beginning with the first scheduled payroll following the end of the first two (2) week pay period worked and continuing for the remainder of the twenty-six (26) pays on the payday schedule.
- (d) Paycheck stubs shall reflect, to the extent possible, hours worked per account for the payroll covered by the paycheck. If total itemization is not possible on the paycheck stub, the employee will be furnished with such information by the Treasurer's Office, if requested.

12.03 Payroll Deductions

- (a) The BOARD shall provide, through its Treasurer, payroll deductions for the purposes outlined below as a service to the District's employees.

Neither the BOARD nor the ASSOCIATION assumes any obligation, financial or otherwise, arising out of the provisions of this section. The individual employee shall indemnify and hold the BOARD and its Treasurer and the ASSOCIATION harmless for any and all claims, grievances, arbitrations, awards, suits, attachments or other proceedings arising out of or by reason of any action taken with respect to any payroll deduction of funds.

- (1) Retirement
- (2) Withholding tax for National, State, Local Governmental units, as required by law.
- (3) Health Care Insurance
- (4) Personal Insurance (i.e., Group Life, Optional Life, Disability or other health insurance)
- (5) ASSOCIATION Dues (subject to Section 5.08 above)
- (6) Tax Sheltered Annuities
- (7) U.S. Government Savings Bonds
- (8) United Way
- (9) Credit Union
- (10) Any Court-ordered Deduction
- (11) Voluntary Political Contributions

12.04 Placement on the Salary Schedule

- (a) At the time of initial hiring or a voluntary transfer, the Superintendent may, in the exercise of his sole discretion, grant up to five (5) years of service credit for salary placement purposes to any employee based on the prior work experience or education credit of such employee performing the same or similar type of work as such employee will be performing in the Springboro Schools.
- (b) Advancement on the salary schedule shall be based on a full year of employment. A full year of employment is defined as actual pay status on at least one hundred twenty (120) days during the school year. Employees who do not work at least one hundred twenty (120) days during a school year shall not advance to the next step at the start of the next school year.
- (c) This provision shall be reinstated effective July 1, 2013 with each employee on actual pay status for at least one hundred twenty (120) days during the 2012-13 school year and granted one (1) year advancement. Advancement in subsequent years shall be granted to those employees who qualify as stated in paragraph (b) above.

12.05 Wage Provisions

(a) In any work week in which a regular employee serves in two (2) classifications or works as a substitute in any classification, his/her total hours shall not exceed forty (40) hours, unless approved in advance by the employee's supervisor.

(b) Head Custodian

The Custodian designated as the "Head Custodian" for each building shall receive a premium of Sixty Cents (\$.60) per hour.

(c) Shift Differential

The following shift differentials shall be in effect during the term of this AGREEMENT:

Second Shift:	Forty-Five Cents (\$.45) per hour
Third Shift:	Fifty Cents (\$.50) per hour

Shift differential will be paid for all hours worked on the shift, including hours when the employee is temporarily transferred to the shift unless the employee working on a different shift as a result of a temporary transfer is receiving time and one-half (1-1/2) as a result of working on the temporary transfer assignment.

(d) Head Cashier

Employees temporarily transferred to perform the duties of the Head Cashier in the absence of the Head Cashier shall receive the regular rate for their job classification while temporarily transferred, plus an add-to-pay of Sixty Cents (\$.60) per hour for each hour worked in the Head Cashier job classification.

(e) Substitute Bus Drivers

Regular employees who hold a CDL license and are approved as substitute bus drivers, but work regularly in other classifications, shall be paid at Step 0 of the Bus Driver Salary Schedule for all substitute bus driving work they perform.

(f) The Mechanics shall receive a yearly tool allowance of \$300.00 per year.

- (g) In the first pay in October, the Mechanics and Maintenance Workers will receive a yearly stipend of \$100.00 for boots and the Custodians, Food Service Assistant Cooks and Cooks will receive a yearly stipend of \$50.00 for clothing and shoes.
- (h) A Driver assigned to an extra run assignment (field trip, competition, game, etc.) shall be paid at the rate of fourteen dollars and twenty-nine cents (\$14.29) per hour for all actual hours worked (including waiting time) on such extra run assignments.
- (i) A Food Service Cook or Assistant Cook assigned to a weekend event shall be paid at the rate of sixteen dollars (\$16.00) per hour for all actual hours worked. In the event the employee's total number of hours exceeds forty (40) for that week, the employee shall be paid at one and one-half times their hourly rate of pay.
- (j) The Event Coordinator position(s) shall be paid twelve dollars (\$12.00) per hour.

ARTICLE XIII - FRINGE BENEFIT PROVISIONS

13.01 Severance Pay

- (a) Severance pay shall be granted to employees upon retirement. The amount of payment is to be determined as follows:
 - (1) For those employees who have been employed in the District for ten (10) years and who, upon leaving the employment of the District, retires and begins to receive benefits from SERS, State of Ohio, shall receive severance pay in an amount equal to twenty-five percent (25%) of the employee's accumulated but unused sick leave, including personal days converted to sick leave pursuant to other provisions of this AGREEMENT in excess of the maximum sick leave accumulation, if appropriate to do so pursuant to such other provisions.
 - (2) Severance payment shall be made only after the retirement has been accepted by the BOARD and after the employee has presented notification to the BOARD from the School Employees Retirement System that they are officially accepted for retirement.
 - (3) Severance pay shall be paid in January following the year of retirement of the employee, as elected by the BOARD.

13.02 Paid Holidays

- (a) All eligible nine, ten or twelve-month employees shall receive pay for the following days: Labor Day; Thanksgiving Day; December 24; Christmas Day; New Year's Day; Martin Luther King Day; Memorial Day; and one (1) floating holiday on a day determined by the Superintendent, which day does not have to be uniform for all employees. Twelve-month employees shall also receive President's Day, Independence Day, the day after Thanksgiving and December 31st as paid holidays. To be eligible to receive holiday pay, the employee must be on the active working payroll and not on an unpaid leave of absence approved by the BOARD on the last regularly scheduled work day before and the first regularly scheduled work day after the holiday or the day observed as the holiday.
- (b) When an allowed legal holiday falls on Saturday, employees will not be required the work the Friday preceding unless school is in session; if the workday falls on Sunday, employees will not be required to work the following day unless school is in session.

- (c) Employees required to work on a day normally not worked due to a holiday shall be paid at two (2) times their hourly rate plus the holiday pay.

13.03 Vacations

- (a) All twelve-month employees shall be entitled to the following vacation with pay:
 - (1) After completion of one (1) year of service with the BOARD -- two (2) weeks.
 - (2) After completion of eight (8) years of service with the BOARD -- three (3) weeks.
 - (3) After completion of fifteen (15) years of service with the BOARD -- four (4) weeks.
- (b) Requests for vacation shall be made in advance of the dates requested. Requests must be approved by the immediate supervisor and Building Principal (if assigned to a school). During the Summer months, it may not always be possible to get approval from the Principal, but must be approved by the immediate supervisor (where applicable). All vacation requests are subject to approval by the Superintendent.
- (c) Upon separation from employment, due to resignation, death or retirement, the employee shall be entitled to compensation at his/her current rate of pay for all accrued and unused vacation leave to the employee's credit at the time of separation.
- (d) In the event of death, the accrued and unused vacation leave shall be paid to the employee's estate in accordance with ORC 2113.04.
- (e) In the event a nine (9) or ten (10) month employee becomes a twelve (12) month employee, such employee will receive full credit for all continuous employment with the BOARD from the last date of hire for vacation eligibility purposes.

13.04 Workers' Compensation

- (a) An employee who is injured in the line of duty shall be eligible to receive such compensation and expenses as prescribed by the Workers' Compensation Laws of the State of Ohio.
- (b) An employee will not be required to use accumulated sick leave while receiving Workers' Compensation; however, he/she will be permitted to use sick leave days until Workers' Compensation benefits are approved

and received by the employee. All used sick leave days shall then be credited back to the employee.

13.05 Physical Examination

- (a) The BOARD shall reimburse the employee for any cost of any physical examination required by the BOARD by a BOARD designated physician.

13.06 Driver's Driving Abstract

- (a) The BOARD shall pay the cost to secure the annual driver's abstract for each bus operator.

13.07 Recertification

- (a) The BOARD will pay the registration fee/course cost for any course required by the State for driver recertification as a school bus driver, such payment to be made upon submission of proof of attendance and satisfactory completion of such required course work.
- (b) The BOARD shall reimburse an employee for the CDL renewal fees, education assistance/aides permits and/or license renewal or any other mandate required by the State of Ohio.
- (c) The BOARD will also pay each driver for each hour such driver drives a school bus under supervision for purposes of meeting State requirements to be recertified as a school bus driver.
- (d) The BOARD will pay one half hour of pay for a bus driver physical upon submission of proof of physical.
- (e) Any school bus driver who fails to work for the BOARD for at least twelve (12) months as a school bus driver after being recertified by the State as a school bus driver shall be required to refund back to the BOARD all sums paid by the BOARD for driver recertification pursuant to this section. Such funds shall be deducted from any wages or other money due the employee at the time of termination of employment.
- (f) The BOARD shall pay fees for all required fingerprinting and/or background checks as required by the Ohio Revised Code.

13.08 SERS Pick-Up

- (a) The BOARD herewith agrees with the ASSOCIATION to pick up (assume and pay) contributions to the State Employees Retirement System upon

behalf of the employees in the bargaining unit using the salary reduction method as approved by SERS and the IRS on the following terms and conditions:

- (1) An amount equal to the employees' total contribution will be picked up and paid on behalf of each employee, including contributions on supplemental earnings.
- (2) The BOARD shall compute and remit all applicable contributions to SERS based upon annual salaries and any other earned compensation(s)*.
- (3) The pick-up percentage shall apply uniformly to all employees of the bargaining unit and no employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the BOARD pick-up.
- (4) Definitions

*Annual Salary - the adjusted salary plus the BOARD pick-up of the employee's contribution to SERS.

*Adjusted Salary - the annual salary minus the BOARD pick-up (salary which appears on the employee's W-2 form).
- (5) It is understood by the parties that computation of all supplemental salaries, extended time salaries, etc., will be computed upon the annual salary in effect at the time of computation.
- (6) Said "pick-up" shall not result in additional cost to the BOARD.

13.09 Insurance Program

Any Physician, Surgical, Major Medical, Dental, Vision and Prescription Drug Benefits Programs provided by this AGREEMENT shall be the same or substantially similar to the plan currently in effect. However, in the event of the occurrence of one of the following events, the BOARD may provide another plan. The events are: the offered plan, or a substantially similar plan, is no longer available, the plan, or any successor plan, increases in cost by 10% or more; or, the cost of a substantially similar plan is 10% or more than the cost of the plan ten in place. Prior to sending out the RFP, the Superintendent shall meet with the Insurance Committee, which includes the president of the Springboro Education ASSOCIATION and the president of the Springboro Classified Employees ASSOCIATION

- (a) Physician, Surgical, Major Medical, Dental, Vision Care and Prescription Drug Benefits Programs shall be available for all employees on the active working payroll who complete the required applications for such insurance and transmit such applications to the Treasurer of the BOARD on or before the effective date of this AGREEMENT, who are regular employees employed by the BOARD, who work at least fifteen (15) hours per week, and for whom such coverage is in effect prior to the effective date of this AGREEMENT. Appropriate information and application forms will be provided to all new employees by the BOARD at the time of pre-employment processing, and it is desirable that such applications be completed and filed at that time if the employee desires insurance coverage.
- (b) The Physician, Surgical, Major Medical, Dental, Vision Care and Prescription Drug Benefits Programs shall be available for all employees who make application for such insurance and/or such employees who are hired after the effective date of this AGREEMENT, for all such employees who are regular employees of the BOARD, who work at least fifteen (15) hours per week, and who complete the required insurance forms and have the same filed with the office of the Treasurer of the BOARD; provided, however, only employees presently covered only by the Prescription Drug Benefit Program may continue to be covered only by such benefit. All other employees must be covered by the full program. Upon completion and filing of the required insurance forms, on or prior to the thirtieth (30th) day of employment on the active working payroll, coverage becomes effective on the first day of the month following the month when first on active working payroll.
- (c) If there is more than one Physician, Surgical, Major Medical, Dental, Vision Care and Prescription Drug Benefits Programs, then the least expensive Program shall be provided to employees employed twenty-five (25) or more hours per week, with such employees covered by such benefits contributing toward the cost of such benefits based on the following schedule:

BOARD PORTION - 85% of the cost of each such benefit, as determined at least annually by the Insurance Administrator or the insurance provider. Effective October 1, 2013, the BOARD's premium portion shall be 80%.

EMPLOYEE PORTION - 15% of the cost of each such benefit, as determined at least annually by the Insurance Administrator based on claims experience (single contract or family contract) or the insurance provider. Effective October 1, 2013, the employee's premium portion shall be 20%.

The foregoing Physician/Surgical, Major Medical, Dental, Vision Care and Prescription Drug Benefit Program only shall be provided to employees employed at least twenty (20) hours per week but who work less than twenty-five (25) hours per week, with such employees covered by such benefits contributing toward the cost of such benefits based on the following schedule:

BOARD PORTION - 60% of the cost of each such benefit, as determined at least annually by the Insurance Administrator based on claims experience. Effective October 1, 2013, the BOARD's premium portion shall be 55%.

EMPLOYEE PORTION - 40% of the cost of each such benefit as determined at least annually by the Insurance Administrator based on claims experience (single contract or family contract) or the insurance provider. Effective October 1, 2013, the employee's premium portion shall be 45%.

The Physician, Surgical, Major Medical, Dental, Vision Care and Prescription Drug Benefit Program only shall be provided to employees employed at least fifteen (15) hours per week but who work less than twenty (20) hours per week. The employee electing such coverage shall be responsible for the payment of all premium cost for such insurance as set by the insurance administrator.

For any additional Physician, surgical, Major Medical, Dental, Vision and Prescription Drug Benefits Program, the BOARD will make the same financial contribution to such benefit as it would to the Program identified above, and the employee shall be responsible for the payment of all premium costs in excess of the BOARD's contribution toward such premium costs.

- (d) The following Life Insurance Program shall be provided without cost to the full-time employees covered by this AGREEMENT.
 - (1) Life Insurance in the amount of \$50,000.00 for all regular employees who work twenty-five (25) or more hours per week. Life Insurance in the amount of \$40,000.00 for all regular employees who work fifteen (15) hours per week but less than twenty-five (25) hours per week.
 - (2) Accidental Death and Dismemberment Insurance in the amount of \$50,000.00 for all regular employees who work twenty-five (25) hours per week. Accidental Death and Dismemberment Insurance

in the amount of \$40,000.00 for all regular employees who work fifteen (15) hours per week but less than twenty-five (25) hours per week.

- (3) The Life Insurance specified above shall be provided without cost to all employees who are on the active working payroll on the effective date of this AGREEMENT, and who are regular employees of the BOARD, and for whom coverage is in effect immediately prior to the effective date of this AGREEMENT. The Life Insurance Program specified in Section 13.09(d) shall also be provided without cost to all regular employees and/or new employees who are hired after the effective date of this AGREEMENT, effective on the first day of the month following the date of this AGREEMENT or the date they commence actual employment with the BOARD, whichever is the later date.

(e) Insurance Committee

An Insurance Committee shall be developed to meet quarterly during the school year. The members of the committee shall include the SEA President/designee and four (4) members appointed by the SEA President, the SCEA President/Co-President and three (3) members appointed by the SCEA President; four (4) members appointed by the Superintendent.

The committee shall work cooperatively to explore all aspects of insurance including, but not be limited to, reviewing:

- Group utilization patterns;
- Current trends in cost containment;
- Alternative plan options and/or design;
- Comparative coverage within the industry.

Additionally, the committee shall review offers/quotes from carriers/providers when the increase in premiums exceeds 10%.

(f) General Insurance Provisions

- (1) The foregoing benefits described in Sections 13.09(a) through (d) shall be continued for any eligible employee who pays the employee's portion as set forth in Section 13.09(c) during any period when such employee is on the active working payroll, compensated sick leave, compensated leave of absence granted pursuant to the provisions of this AGREEMENT, non-compensated approved leave of absence of less than thirty (30) days, or for

employees working only during the regular School year and not working during the Summer break period, until any such employee either resigns his/her employment status or fails to return to active working status at the commencement of the next school year. Employees on a non-compensated approved leave of absence of over thirty (30) days' duration, and/or employees (or dependents of employees) eligible for COBRA Benefit Continuation Rights who desire to continue benefit coverage described above in Sections 13.09(a) past the period for which the BOARD has agreed to continue benefit coverage for the employee may do so by paying one hundred and two percent (102%) of the full group premium for such insurance, as set by the BOARD's Insurance Administrator, the insurance provider, and/or insurance carrier, to the Administrator of the insurance program, the insurance provider, and/or the carrier designated by the BOARD and set forth in COBRA regulations. In the event coverage is discontinued for any period, coverage cannot be reacquired through the BOARD until the employee returns to active working status.

- (2) Unless a properly completed application form for any of the benefits described in Sections 13.09(a) and (e) is filed with the Treasurer of the BOARD within thirty (30) calendar days of the date the employee commences active working status, or returns to active working status from leave, whichever is applicable, or unless timely application is made for COBRA benefit rights, coverage will not be available until the next enrollment period and then in accordance with the limitations contained in the Plan.
 - (3) In the event an employee desires to change from one type of coverage to a different type of coverage (e.g., single to dependent), the employee must follow the procedures specified in the "Master Plan Document". Any change in coverage shall be governed by the provisions contained in the "Master Plan Document".
 - (4) All benefits provided pursuant to this Benefit Program shall be subject to the conditions set forth in any contract secured by the BOARD or the conditions set forth in the "Master Plan Document".
- (g) For purposes of this section, the effective date of resignation of any employee shall be the effective date of resignation as submitted on the employee's resignation notification.

13.10 Uniforms

- (a) The BOARD shall provide each mechanic, assistant mechanic and maintenance employee with six (6) uniform exchanges per week.
- (b) The BOARD shall have the right to specify the uniform to be provided and to select the business entity furnishing the uniform.
- (c) It is recognized that as of January 1, 1996, the employees to be provided uniforms under this section may be individually obligated under contract to pay for uniform rental. The BOARD will either secure cancellation of such rental contracts or pay the rental charges for the employees, whichever option the BOARD can work out with the provider of the uniforms.

13.11 IRC Section 125 Plan

- (a) The BOARD has in place a Section 125 Plan pursuant to which the employee portion of any insurance benefits and employee-paid medical expenses and employee-paid dependent care expenses may be paid with "before tax" dollars. The maximum amount which may be placed in this account for medical expenses during any calendar year shall be in accordance with IRS rules and regulations. The maximum amount which may be placed in this account during any calendar year for dependent care expenses is in accordance with IRS rules and regulations.
- (b) The administrative cost of the Section 125 Plan shall be paid by the BOARD.

ARTICLE XIV - AGREEMENT

14.01 Duration

- (a) This AGREEMENT shall be effective for a period from July 1, 2013 through June 30, 2017.

- (b) There will be a reopener on salary and medical benefits to be effective with the 2016-17 school year. Procedures for the reopener shall be in accordance with Article II.

14.02 Witness

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this AGREEMENT on this 11th day of July.

SPRINGBORO CLASSIFIED EMPLOYEES
ASSOCIATION, AFFILIATED WITH THE
OHIO EDUCATION ASSOCIATION AND
THE NATIONAL EDUCATION ASSOCIATION

SPRINGBORO COMMUNITY CITY SCHOOL
DISTRICT BOARD OF EDUCATION

By Jeff Bangert
Jeff Bangert, Co-President

By Todd Petrey
Todd Petrey, Superintendent

By Charlie Prewitt
Charlie Prewitt, Co-President

By Tracy Jarvis
Tracy Jarvis, Treasurer

By Natalie Barker
Natalie Barker, Negotiator

By Kelly Kohls
Kelly Kohls, Board President

By Cathie Bellar
Cathie Bellar, Negotiator

By Melissa Lausier
Melissa Lausier, Negotiator

By Charley Montgomery
Charley Montgomery, Negotiator

By Marla Bell
Marla Bell, OEA Representative

Ratified by SCEA Membership:
July 11, 2013

Approved by Board of Education:
July 11, 2013

**APPENDIX A
 SPRINGBORO CLASSIFIED EMPLOYEES ASSOCIATION
 SALARY SCHEDULE EFFECTIVE JULY 1, 2013 – JUNE 30, 2016**

CLASSIFICATION	Years of Service in Classification														
	0	1	2	3	4	5	6	7	8	9	10	13	15	17	19
Secretary	\$14.21	\$14.69	\$15.12	\$15.55	\$15.99	\$16.69	\$17.39	\$17.62	\$17.82	\$18.27	\$18.72	\$19.19	\$19.66	\$20.16	\$20.66
Library Aide	\$13.87	\$14.34	\$14.77	\$15.21	\$15.64	\$15.87	\$16.10	\$16.31	\$16.53	\$16.97	\$17.38	\$17.82	\$18.28	\$18.73	\$19.20
Clerical Aide	\$ 9.80	\$10.02	\$10.14	\$10.35	\$10.48	\$10.56	\$10.64	\$10.74	\$10.83	\$11.03	\$11.30	\$11.60	\$11.88	\$12.18	\$12.48
Building Aide	\$12.00	\$12.25	\$12.40	\$12.66	\$12.82	\$12.92	\$13.02	\$13.14	\$13.25	\$13.49	\$13.82	\$14.19	\$14.53	\$14.90	\$15.27
Clinic Nurse	\$18.37	\$18.84	\$19.33	\$19.84	\$20.34	\$20.61	\$20.87	\$21.15	\$21.42	\$21.97	\$22.52	\$23.08	\$23.66	\$24.25	\$24.86
District Nurse	\$24.20	\$24.80	\$25.45	\$26.09	\$26.73	\$27.00	\$27.34	\$27.71	\$28.06	\$28.78	\$29.50	\$30.23	\$30.99	\$31.76	\$32.56
Maintenance	\$15.72	\$16.14	\$16.55	\$16.93	\$17.35	\$17.56	\$17.75	\$17.96	\$18.16	\$18.60	\$19.06	\$19.53	\$20.01	\$20.52	\$21.03
Custodian	\$13.61	\$14.06	\$14.52	\$14.97	\$15.48	\$15.69	\$15.92	\$16.14	\$16.36	\$16.83	\$17.25	\$17.68	\$18.12	\$18.56	\$19.04
Mechanic	\$17.72	\$18.01	\$18.33	\$18.64	\$18.93	\$19.07	\$19.20	\$19.34	\$19.47	\$19.73	\$20.23	\$20.72	\$21.24	\$21.78	\$22.32
Asst. Mechanic	\$15.21	\$15.72	\$16.23	\$16.73	\$17.26	\$17.52	\$17.75	\$18.01	\$18.28	\$18.78	\$19.24	\$19.73	\$20.23	\$20.72	\$21.24
Transportation Bus Driver	\$15.10	\$15.62	\$16.16	\$16.66	\$17.23	\$17.47	\$17.73	\$18.00	\$18.28	\$18.80	\$19.27	\$19.75	\$20.25	\$20.76	\$21.26
Bus Aide	\$12.24	\$12.67	\$13.11	\$13.57	\$14.05	\$14.30	\$14.52	\$14.78	\$15.05	\$15.58	\$15.97	\$16.36	\$16.77	\$17.20	\$17.63
Personal Transport of Student	\$13.57	\$14.05	\$14.52	\$15.05	\$15.58	\$15.85	\$16.13	\$16.40	\$16.69	\$17.27	\$17.70	\$18.14	\$18.61	\$19.06	\$19.54
Food Service/Mail Delivery	\$11.61	\$11.88	\$12.16	\$12.42	\$12.67	\$12.82	\$12.95	\$13.06	\$13.21	\$13.44	\$13.78	\$14.12	\$14.48	\$14.84	\$15.21
Food Service Asst. Cook	\$11.61	\$11.88	\$12.16	\$12.42	\$12.67	\$12.82	\$12.95	\$13.06	\$13.21	\$13.44	\$13.78	\$14.12	\$14.48	\$14.84	\$15.21
Food Service Cook	\$12.27	\$12.56	\$12.83	\$13.08	\$13.35	\$13.47	\$13.61	\$13.75	\$13.90	\$14.17	\$14.53	\$14.89	\$15.26	\$15.64	\$16.04
Head Cashier	\$13.34	\$13.61	\$13.87	\$14.17	\$14.44	\$14.56	\$14.71	\$14.83	\$14.95	\$15.20	\$15.58	\$15.97	\$16.36	\$16.77	\$17.20
Educational Assistant	\$12.93	\$13.26	\$13.60	\$13.93	\$14.26	\$14.44	\$14.60	\$14.77	\$14.94	\$15.26	\$15.65	\$16.04	\$16.45	\$16.85	\$17.28
Grounds Keeper	\$13.61	\$14.06	\$14.52	\$14.97	\$15.48	\$15.69	\$15.92	\$16.14	\$16.36	\$16.83	\$17.25	\$17.68	\$18.12	\$18.56	\$19.04
Hearing Handicap Interpreter	\$16.58	\$17.00	\$17.40	\$17.87	\$18.28	\$18.48	\$18.71	\$18.92	\$19.15	\$19.56	\$20.06	\$20.56	\$21.07	\$21.60	\$22.14
Study Hall / ISS Monitor	\$10.88	\$11.09	\$11.46	\$11.76	\$12.02	\$12.17	\$12.31	\$12.46	\$12.60	\$12.90	\$13.23	\$13.56	\$13.90	\$14.23	\$14.59
Receptionist	\$ 8.16	\$ 8.28	\$ 8.44	\$ 8.60	\$ 8.74	\$ 8.81	\$ 8.90	\$ 8.98	\$ 9.05	\$ 9.22	\$ 9.44	\$ 9.68	\$ 9.90	\$10.16	\$10.42
Technology Repair	\$16.49	\$16.91	\$17.31	\$17.76	\$18.17	\$18.39	\$18.62	\$18.82	\$19.06	\$19.48	\$ -	\$ -	\$ -	\$ -	\$ -

Employees Hired Before October 20, 1987

CLASSIFICATION	11	12	13	14	15	20
Food Service Cooks	\$15.98	\$16.03	\$16.10	\$16.20	\$16.23	\$16.74

*A Driver assigned to an extra run assignment (field trip, competition, game, etc.) shall be paid at the rate of Fourteen Dollars and Twenty-Nine Cents (\$14.29) per hour for all actual hours worked (including waiting time) on such extra run assignments.

**A Food Service Cook or Asst. Cook assigned to a weekend event shall be paid at the rate of Sixteen Dollars (\$16.00) per hour for all actual hours worked. In the event the employee's total number of hours exceeds Forty (40) for that week, the employee shall be paid at one and one-half times their hourly rate of pay.

The Event Coordinator will be paid Twelve Dollars (\$12.00) per hour.

APPENDIX B GRIEVANCE FORMS
CLASSIFIED GRIEVANCE FORM
SPRINGBORO COMMUNITY SCHOOLS
Step Two (Immediate Administrator)

Grievant _____ Date _____

School _____ Administrator _____

Grievant accompanied by _____

Statement of Grievance and relief sought (indicate the alleged violation, misinterpretation or misapplication and specific articles) _____

_____.

The situation leading to the filing of this grievance occurred on or about _____

Date, if any, of Step One discussion _____

Signature of Grievant _____

Hearing Date: _____

Step Two Response _____

Signature of Administrator _____ Date _____

cc: Grievant
Association President
Superintendent

CLASSIFIED GRIEVANCE FORM

Step Three (Superintendent)

The purpose of this form is to appeal the grievance to Level Three, Superintendent.

Date of written appeal _____
(filed within seven (7) calendar days of receipt of decision at Step Two)

Attached a completed copy of Grievance Form, Step Two.

Signature of Grievant _____

Hearing Date _____

Step Three Response: _____

Signature of Superintendent _____ Date _____

cc: Grievant
Association President
Superintendent

CLASSIFIED GRIEVANCE FORM

Step Four (Arbitration)

The purpose of this form is to appeal the grievance to Level Four. Appeal shall be sent to the Superintendent.

Date of notice _____
(filed within seven (7) calendar days of receipt of decision at Step Three)

Attach copies of Steps Two and Three Grievance Forms.

Signature of Grievant _____

cc: Grievant
Superintendent
Administrator
Association President