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CONTRACT

between the

BOARD OF EDUCATION
OF THE CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT

and the

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
AND ITS LOCAL #541

July 1, 2015 through June 30, 2018

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 – RECOGNITION 1

ARTICLE 2 — INDIVIDUAL RIGHTS 2

ARTICLE 3 – MANAGEMENT RIGHTS 2

ARTICLE 4 – NEGOTIATIONS PROCEDURE..... 2

ARTICLE 5 — DISPUTE RESOLUTION PROCEDURE 3

ARTICLE 6 — NO STRIKE..... 4

ARTICLE 7 — ASSOCIATION MEMBERSHIP AND DUES DEDUCTIONS 4

ARTICLE 8 — GRIEVANCE PROCEDURE 5

ARTICLE 9 — SALARY SCHEDULE 7

ARTICLE 10 — HOSPITALIZATION AND MAJOR MEDICAL INSURANCE 8

ARTICLE 11— LIFE INSURANCE 9

ARTICLE 12 — LEAVES OF ABSENCE..... 10

ARTICLE 13 — VACATIONS 12

ARTICLE 14 — MILEAGE POLICY 13

ARTICLE 15 — UNIFORM ALLOWANCE..... 13

ARTICLE 16 — HOLIDAY PAY 13

ARTICLE 17 — SEVERANCE PAY 13

ARTICLE 18 — WORK DAY AND OVERTIME 14

ARTICLE 19 — FREQUENCY OF PAY 16

ARTICLE 20 — TRANSPORTATION..... 17

ARTICLE 21— LABOR MANAGEMENT COMMITTEE 20

ARTICLE 22 — SUPERVISION OF STAFF 21

ARTICLE 23 — NOTICE OF VACANCIES..... 22

ARTICLE 24 — REDUCTION IN FORCE	23
ARTICLE 25 — EMPLOYEE RIGHTS	24
ARTICLE 26 — REPRESENTATION AT OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES ANNUAL MEETING	25
ARTICLE 27 — STUDENT CLOSURE DAYS	25
ARTICLE 28 — DISTRIBUTION OF AGREEMENT	25
ARTICLE 29 — ACTIVITY PASSES	26
ARTICLE 30 — SALARY REDUCTION PICK-UP OF EMPLOYEE SERS CONTRIBUTION.....	26
ARTICLE 31— TRAINING	26
ARTICLE 32 — HEALTH AND SAFETY	26
ARTICLE 33 — STADIUM CLEANING	26
ARTICLE 34 — FINGERPRINTING	26
ARTICLE 35 — SUBSTITUTES	26
ARTICLE 36 — JOB DESCRIPTIONS	27
ARTICLE 37 — DURATION	27
APPENDIX A – SALARY SCHEDULES	28
APPENDIX B – HEALTH INSURANCE SCHEDULE	31
APPENDIX C – DENTAL SCHEDULE	32
APPENDIX D – VISION SCHEDULE	33
APPENDIX E – GRIEVANCE REPORT	35
APPENDIX F – PERSONAL LEAVE FORM	37
APPENDIX G – EVALUATION	38

PREAMBLE

This Agreement is entered into by and between the Carrollton Exempted Village Board of Education, hereinafter referred to as the "Board," and the Ohio Association of Public School Employees (OAPSE) and the Ohio Association of Public School Employees Local #541, hereinafter referred to as the "Association." The Association is affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO. The Agreement contained herein represents the entire agreement between the parties and supersedes and cancels all prior practices and agreements.

ARTICLE 1— RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit.
- B. The bargaining unit includes all full-time and regular short-hour employees in the following positions or classifications which are regularly assigned to a work schedule. These classifications of personnel are:

Custodian
Secretary
Classroom Aide

Mechanic
Food Service

Bus Driver
Special Needs Aide

The Treasurer of the Board, Office Staff of the Treasurer, Office Staff of the Superintendent, Supervisors, Head Custodian, EMIS Coordinator, and Substitutes are excluded from the bargaining unit and this Agreement.

- C. Any election to determine bargaining unit representation must comply with Ohio Revised Code Chapter 4117.
- D. All future positions whose duties are of a supervisory nature according to SERB guidelines, shall not be members of the bargaining unit. When a different position/classification is created that is a bargaining unit position, the Superintendent and OAPSE representative shall meet to negotiate a salary schedule.
- E. The Association as sole and exclusive bargaining agent shall be granted the following rights:
 - 1. Use of the office bulletin boards.
 - 2. To make organizational announcements at the end of the in-service meetings.
 - 3. Use of the internal mail system of the school for distribution of Association materials so long as the use is concomitant with the school use of such system.
 - 4. To be a regular part of the Board meeting agenda for rights to speak at specified times during such meetings and for the president and vice president of OAPSE Local #541 to be provided with a copy of the agenda for all Board meetings.
 - 5. Access through the District's Website to all Board-Policies and any addendum and/or updates.

ARTICLE 2 — INDIVIDUAL RIGHTS

- A. Full-time and regular short-hour bargaining unit personnel have the right to join in, participate in, and assist the Association and the right to refrain from such.
- B. Membership shall not be a prerequisite for employment or continuation of employment of any employees.

ARTICLE 3 — MANAGEMENT RIGHTS

The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law, including all of the specific rights identified in Revised Code Section 4117.08(C). The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such policies, regulations and rules as it may deem necessary, shall be limited only by the terms of this Agreement, as entered in the Board minutes, with the Association.

ARTICLE 4 — NEGOTIATIONS PROCEDURE

- A. Negotiating Team. The Board, or the designated representatives of the Board, will meet with representatives designated by the Association for the purpose of discussing and reaching Agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team will be limited to six (6) people; the Association's negotiating team will be limited to a six (6) member team.
- B. Clerical Assistance. Necessary clerical assistance will be provided by the party needing such.
- C. Exchange of Information. Prior to and during the period of negotiations, or impasse provisions, the Board and the Association agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.
- D. Request for Meeting. A written request to begin negotiations shall be made by either party no less than 105 days prior to the expiration of the contract. A copy of the Notice to Negotiate shall be filed with the SERB at the time such a request is served upon the other party. The first negotiations meeting shall be held no earlier than 90 days before expiration of the contract.
- E. Submission of Issues. All issues for negotiations by the Association and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the first meeting unless agreed to by both parties.
- F. Caucus. Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a period of time up to 30 minutes within which to caucus in privacy. This may be extended by mutual agreement.
- G. Progress Reports. During negotiations, interim reports may be made to the Association by its representatives and to the Board of Education by its representatives.

- H. News Releases. News releases may only be made with approval by the parties until the declaration of impasse by either party.
- I. Protocol. No action to coerce, censure, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.
- J. Items Agreement. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issues, subject to finalization by ratification of the membership of the Association and adoption by the Board.
- K. Agreement. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association for ratification and then to the Board for adoption. When adopted by the Board, the Agreement shall become part of the Official Board minutes and binding on both parties. Said Agreement shall be signed by the Board's representative and by the Association's representative.
- L. Intent to Recommend. Prior to the negotiated Agreement being presented to the Association and to the Board, both negotiating teams shall recommend adoption of the tentative Agreement.

ARTICLE 5 — DISPUTE RESOLUTION PROCEDURE

- A. In the event an Agreement is not reached by negotiations, either of the parties shall have the option of declaring impasse.
- B. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- C. The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service. The cost of a Mediator shall be shared equally by both parties.

The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

- D. The impasse procedure set forth in this article constitutes the parties agreed upon dispute settlement procedure and supersedes the statutory procedures set forth in O.R.C. §4117.14 (C).

ARTICLE 6 — NO STRIKE

There shall be no strike, slow down or work stoppage by the Association for the duration of this Agreement. Also, the Board agrees there will be no lockout of bargaining unit members for the duration of this Agreement.

ARTICLE 7 — ASSOCIATION MEMBERSHIP AND DUES DEDUCTIONS

- A. All employees in the bargaining unit covered by the contract who are members of the Union on the date the contract is signed and all other employees in such bargaining unit who become members of the Union at any time in the future shall, for the term of this contract, continue to be members of the Union, and the Board shall not honor dues deduction (check off) revocations from such employees except as provided herein.
- B. The Board will deduct monthly dues from the pay of the employees covered by this contract upon receipt from the Union by September 30th each year of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided, that any employee shall have the right to revoke such authorization by giving written notice to the Union and the Board Treasurer at the time during the ten (10) days prior to the expiration of this contract.
- C. The Board of Education agrees to deduct from the wages of any employee who is a member of the OAPSE #541 a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee by giving written notice to both the Board and the Union. Once authorization is revoked, deductions cannot be started again until the first pay of the next contracted year. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- D. The Board's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit. The Association shall forward to the Treasurer of the Board and the Treasurer of OAPSE Local #541 by August 15 of each year the amount to be deducted for that year if changed from the previous year. Deductions shall be made in twenty (20) equal installments beginning in November and ending in August.
- E. The Board Treasurer shall forward to the OAPSE State Treasurer the amount of dues, along with a dues deduction report.
- F. The Board agrees not to honor any check off authorizations or dues deductions authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s), representing employees for the purpose of collective bargaining for wages, terms and conditions of employment.

- G. The Union agrees that it will indemnify and hold the Board harmless from any action growing out of these deductions and commenced by any person against the Board. The Union assumes full responsibility for the disposition of the dues and fees so deducted once they have been forwarded to it.
- H. On the effective date of this agreement or sixty (60) days following the beginning of employment, whichever is later, and as a condition of employment, employees in the bargaining unit who are not members of the Union shall pay a fair share fee. Such fair share fees shall not exceed dues paid by members of the Union who are in the bargaining unit. OAPSE/AFSCME Local 4/AFL-CIO and its Local #541 are responsible for litigation concerning fair share. Employees hired prior to June 1, 2001 that are not members of the Union shall be exempt from this provision.
- I. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the Union except that written authorization for deduction of fair share fees is not required. Payments by employees holding religious conscientious objections will be governed by Section 4117.09(C) of the Ohio Revised Code.

ARTICLE 8 — GRIEVANCE PROCEDURE

- A. Definitions. A grievance is defined as an alleged violation of a specific article or section of this Agreement. A grievant shall mean an employee, group of employees, or officer of OAPSE Local #541.
- B. Procedure. If any such grievance arises, there shall be no stoppage or suspension of work, or concerted activity because of such grievance, but such grievance shall be submitted to the following grievance procedure. (Forms are attached hereto as Appendix E.)

Step One — Within fifteen (15) working days of the time a grievance arises or the grievant knew or had knowledge of the grievance, the grievant will present the grievance in writing to his/her supervisor or designee. Within five (5) working days after presentation of the grievance, the supervisor or designated representative shall schedule a meeting. A response shall be submitted to OAPSE and the grievant within three (3) working days after the meeting.

Step Two — If the grievance is not resolved in Step One the grievant may within three (3) working days of receipt of the supervisor's answer, submit to the Superintendent or designated representative the answer at Step One and request a meeting. The Superintendent or his designated representative shall schedule the meeting within five (5) working days. The Superintendent or designee shall respond to OAPSE and the grievant within three (3) working days after the meeting.

Step Three — If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step Two, the grievant and his/her designated Association representative may within three (3) working days appeal the decision to the Board of

Education. At the next regularly scheduled Board of Education meeting, the grievant and his/her Association representative may present his/her appeal. Within five (5) working days the Board will notify the employee and the designated representative of the decision.

Step Four — If the grievant is not satisfied as a result of the procedure provided in Step Three, the Association may within twenty (20) working days of the Step Three decision contact the Federal Mediation and Conciliation Service to request services of a Mediator to assist in exploring potential resolution of the grievance. A mediation conference(s) will be scheduled at the earliest date that the mediator, the parties and their representatives are available. Mediation conferences will be informal, held in private session, and confidential. Resolution of any grievances through mediation shall be reduced to writing and be on a “no-precedent” setting basis, unless the Association and Board agree otherwise. The Association and Board will equally share the costs of the mediator, but are responsible for their own legal/representative expense.

Step Five — If the grievance is not resolved as a result of the procedure provided in Step Four, the Association may within twenty (20) working days of the Step Four mediation submit the grievance to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. This shall be done by the Association completing Step Four of the Grievance Report Form and filing it with the Board of Education and the American Arbitration Association.

C. Arbitration.

1. Powers. It shall be the function of the Arbitrator and s/he shall be empowered, except as his/her powers are limited below, after hearing to make a decision in case of alleged violations of this Master Agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of the contract or make any decision contrary to law or the contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision. The arbitrator shall have no power to establish salary schedules or change salary schedules.
2. Finding. There shall be no appeal from an Arbitrator's decision if the decision is within the scope of his/her authority as set forth above. It shall be final and binding on the grievants involved in the grievance, and the Administration/Board.
3. Costs. The cost of the Arbitrator shall be shared equally by OAPSE and the Board of Education.

D. Miscellaneous.

1. Any grievance must be filed on the authorized form.
2. Any grievance not advanced to the next step by the Association within the time limit in that step, shall be deemed resolved by the Administration's last answer.

3. Any grievance not answered by the Administration within the time limit in that step may be advanced to the next step of the procedure by the Association.
4. Time limits may be mutually extended by the Administration and the Association in writing.
5. The agreed to grievance form shall be made available to any employee covered by this Agreement, requesting such, either through his Supervisor or Association Representative.
6. All documents pertaining to a grievance which has been filed shall not be placed in an employee's personnel file, but will be placed in confidential files located in the administration office and in the confidential file of the President of OAPSE.
7. There will be no discussion of grievances by unit members during work time, except in unusual circumstances and with express permission of the supervisor.
8. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by any reason of such participation.
9. Employees are encouraged, but not required, to attempt to resolve the grievance informally with their supervisor before filing a formal grievance.
10. Employees may be represented only by OAPSE at levels of the grievance procedure beginning at Step Two (2).
11. One unit member engaged during the school day on behalf of the Association with any representative of the Board in any grievance including arbitration, shall be released from regular duties without loss of salary. In addition up to four grievants will be released from regular duties, either by rearrangement of regular duties, salary loss or personal day to attend a grievance arbitration hearing.

ARTICLE 9 — SALARY SCHEDULE

- A. For the life of this contract, employees shall be paid in accordance with Appendix A, which shall reflect the following base salary increases, effective the first work day of each employee's corresponding school year:

2015-2016 – Three percent (.03)
2016-2017 – Three percent (.03)
2017-2018 – One and one-half percent (.015)

Effective the first day of each employee's 2015-2016 school year contract, each bargaining unit member eligible for a step increase shall be paid at one (1) step higher than he/she was on as of the employee's last work day of the 2014-2015 school year.

Effective the first day of each employee's 2016-2017 school year contract, each bargaining unit member eligible for a step increase shall be paid at one (1) step higher than he/she was on as of the employee's last work day of the 2015-2016 school year.

Effective the first day of each employee's 2017-2018 school year contract, each bargaining unit member eligible for a step increase shall be paid at one (1) step higher than he/she was on as of the employee's last work day of the 2016-2017 school year.

Within sixty (60) days of the union's ratification and subsequent adoption by the Board of Education of this agreement, and no later than March 31, 2016, each employee in the bargaining unit will receive a one (1) time four hundred dollar (\$400.00) payment, which amount is a signing bonus. This signing bonus will not be included in the employee's base salary.

- B. Employees will advance on the salary schedule as of July 1 of each year. Years of experience refer to experience within a job classification.
- C. In order to qualify for a two-year contract or advance on the salary schedule, an employee must have been contracted to work under regular contract at least 120 work days during the preceding contract year.
- D. The Superintendent has the authority to grant salary experience credit to new employees in skilled positions.
- E. If an employee's hours are reduced by the Board, hospitalization benefits will remain the same unless the reduction is at the request of the employee.
- F. Employees whose largest percentage of regularly scheduled hours occur between 3:00 p.m. and 11:00 p.m. shall receive an additional fifteen cents (\$.15) per hour during the regular school year.

ARTICLE 10 — HOSPITALIZATION AND MAJOR MEDICAL INSURANCE

- A. OAPSE Local #541 shall have equal representation on the Health Care Committee. The committee will review insurance information and explore alternatives to provide cost savings measures.
- B. The Board shall contract for and provide health insurance, major medical insurance, prescription coverage and dental insurance, family or single, as appropriate for eligible classified employees. Nothing herein prevents the Board from offering an affordable low cost plan as well as another health insurance plan to eligible classified employees that are the same or different from those offered to eligible certified employees.

The health care plan is:

- From July 1, 2015, through the duration of this Agreement, the health plan shall be as set forth in Appendix B.

All classified employees, with the exception of bus drivers, whose normal contractual work year consists of at least thirty (30) hours per week shall be deemed “eligible classified employees” for benefits under this Article.

Eligible classified employees choosing to elect health insurance coverage through the District during the open enrollment period or the first of the month following the start date of an eligible new hire, shall pay the following monthly premium:

From July 1, 2015, through June 30, 2017, Family Plan \$100 per month/Single \$50 per month.

From July 1, 2017, through June 30, 2018, Family Plan \$115/month/Single \$55 per month.

Full-time is defined as a schedule of 5 days per week and 30 hours or more per week.

Regular Short Hour is defined as 4 hours — 5.99 hours.

Regular Short Hour with less than 4 hours per day are not eligible for benefits.

Employee contributions will be on a pre-tax basis.

The Board of Education will follow all federal health care mandates. Any modifications to Article 10 that require a 60-day wait period under federal law prior to implementation will take effect 60-days after adoption of this Agreement by the Board.

The Board shall offer employees a vision plan through a carrier. A Schedule of Vision Benefits is attached under Appendix D. Participation in the vision plan will be optional for the employee, with the employee being responsible for paying the full monthly premium charged to the Board. The Board will allow employees to use pre-tax dollars towards the vision plan premium.

During the term of the Contract, should the Board decide to take a premium holiday for any month(s), the employee will not be required to make that month’s employee health premium contribution. Nothing herein requires the Board to take a premium holiday.

- C. In order to continue on group insurance coverage during an approved Board leave of absence, the employee must pay the Treasurer by payroll deduction OR by the 20th of each month, for the following month, the full cost of the employee’s monthly premium for the coverages.

Failure to timely pay the employee’s portion either through payroll deduction or by the 20th of each month for the following month will result in cancellation of coverage and notification of continuation rights under COBRA.

ARTICLE 11— LIFE INSURANCE

The Board of Education shall provide all regular employees who have not reached their seventieth birth date, a forty thousand dollar (\$40,000.00) term life insurance policy with double indemnity for accidental death or dismemberment.

For those regular employees who are seventy years of age or older, the Board of Education shall provide five thousand dollars (\$5,000.00) term insurance with double indemnity for accidental death and dismemberment.

If the foregoing coverage is unavailable for those individuals age sixty-five and over, the necessary adjustments will be made to coincide with the company's policy.

ARTICLE 12 — LEAVES OF ABSENCE

A. SICK LEAVE

1. Sick Leave Accumulation. Sick leave credit shall accumulate at the rate of 1-1/4 days per month and at a maximum of 15 days per year. Each 9, 10, and 11 month employee's maximum accumulation shall be 240 days. Each 12 month employee's maximum accumulation shall be 260 days.
2. Sick Leave Use. An employee may use sick leave for absence due to personal illness, pregnancy illness, exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or death in the immediate family. Sick leave shall be limited to the maximum sick leave accumulated by the employee.

Falsification of sick leave is grounds for termination of employment in accordance with Ohio Revised Code 3319.141.

3. Immediate Family. Immediate family for purposes of this policy shall include:

- | | |
|---------------|-----------------|
| Spouse | Sister |
| Children | In-laws |
| Parents | Step-children |
| Grandparents | Step-parents |
| Grandchildren | Foster Children |
| Brother | Foster Parents |

B. PERSONAL LEAVE

Eligibility for up to three (3) days personal leave per year shall be governed by the Personal Leave Form attached hereto as Appendix F., which shall be completed by the unit member. Unit members required to appear at a legal hearing on a school-related incident shall not be charged with personal leave so long as the unit member has not filed suit against the District.

Any unused personal leave will be converted to sick leave after the end of the fiscal year.

Except in cases of emergency, the employee shall give five (5) work days advance notice of the intent to use personal leave to his/her supervisor. The supervisor must inform the employee of his/her decision on the personal leave no later than three (3) days prior to the first day of the requested personal leave. Only one employee per classification per building may take personal

leave on any given day and the personal leave is granted on a first-come first-served basis and not based on seniority unless two employees submitted their request on the same date.

Falsification of personal leave is grounds for termination of employment in accordance with Ohio Revised Code.

C. UNPAID LEAVES OF ABSENCE

An employee who has used all of his/her sick leave or who qualifies and has decided to utilize Workers' Compensation instead of sick leave, shall request an unpaid medical leave of absence in writing from the Board. A bargaining unit member who is granted an unpaid leave of absence by the Board must first utilize leave granted under the Family and Medical Leave Act of 1993, if eligible.

After Family and Medical Leave benefits terminate, employees on approved leaves of absence shall be permitted to continue participation in a group hospitalization and life insurance plan provided employees pay the Treasurer by the 20th of each month the full cost of premiums for coverage for the coming month or coverage will be terminated.

Upon return to service, employees will have the seniority status, pay status, and contract status they had at the effective date of their leave.

D. FAMILY AND MEDICAL LEAVE

The parties agree to abide by the provisions of the Family and Medical Leave Act of 1993, as amended. The twelve-month period for purposes of determining the amount of FMLA leave to which an employee is entitled shall be July 1 through June 30. Currently, to be eligible for FMLA leave, an employee must have actually worked at least 1,250 hours for the Board during the twelve (12) months immediately preceding the date on which the employee's FMLA leave is to begin.

E. ATTENDANCE INCENTIVE

For every month that an employee does not use a day of sick leave, he/she shall receive an additional quarter (1/4) day of sick leave (excluding vacation and personal leave), except during the month of May when the employee shall not use any sick leave or personal leave. This shall apply during the employee's regular work year (excluding non-working months for nine and ten month employees). Employees shall submit their request by July 15th for the previous year and will be awarded the additional sick leave upon verification.

ARTICLE 13 — VACATIONS

A. Employees who are contracted to work a minimum of eleven months per year and work a minimum of 120 days under that particular contract are entitled to and shall be granted vacations with pay according to the following standards:

After one (1) through nine (9)
complete year (s) of experience Two (2) weeks

After ten (10) through fourteen (14)
complete years of experience Three (3) weeks

After fifteen (15) through twenty-four (24)
complete years of experience.....Four (4) weeks

After twenty-five (25) complete years
of experience.....Five (5) weeks

B. Generally, vacations may be taken at any time by any employee, except during the school year, when only one employee per classification per building or two employees per classification district-wide may take vacation at the same time. No employee otherwise qualified to take vacation may apply for vacation five (5) working days prior to the beginning of the school year.

C. An employee may take vacation by submitting written notification to their immediate supervisor, on a first-come, first-served basis, and with the approval of the Superintendent or designee. Written notification shall be given as follows:

1. If the vacation to be used is less than five (5) consecutive days, then three (3) workdays notification must be provided prior to the date vacation is to begin.
2. If the vacation to be used is five (5) or more consecutive days, then five (5) workdays notification must be provided prior to the date vacation is to begin.

D. Any employee who may be hospitalized, becomes ill, or has a death in the family while on vacation, may request sick leave time in place of vacation time. Personal illness must be substantiated by a signed doctor's statement and filed with the Treasurer.

E. If an employee takes a vacation during a period when a holiday occurs, that holiday is not chargeable against the employee's earned vacation days. Five (5) work days constitute one (1) week's vacation.

F. In an office, building, or department where more than one (1) employee is working, the employee with the most seniority in that office, building, or department shall have first choice for vacation scheduling.

G. The starting date for earned vacations is July 1st of each year and all vacation time must be used by June 30th of the following year.

- H. The regular employment year shall be defined as the period of time from July 1 through June 30.
- I. For the purpose of determining vacation leave, July 1st is the anniversary date for all bargaining unit members who are regularly employed in positions which qualify for vacations.
- J. Regular contracted employees not eligible for vacation who are subsequently awarded positions which are eligible for vacation, shall receive prorated credit for time worked for vacation purposes only with a 2,080 hour work year as the basis for establishing years of credit.

ARTICLE 14 — MILEAGE POLICY

- A. An employee required to travel during the school day for school business with his/her personal vehicle, will be reimbursed at the IRS rate.
- B. Employees are required to submit to the Treasurer mileage reimbursement forms by the last work day of each month, or the mileage claim may be disallowed. Reimbursements will be paid within two weeks of being received by the Treasurer's office.

ARTICLE 15 — UNIFORM ALLOWANCE

The Board of Education will provide the cost of uniforms for bus mechanics. The Board of Education will provide a uniform allowance of \$165.00 per year for each bargaining unit member of the food service department. Uniforms shall not be required for cooks.

ARTICLE 16 — HOLIDAY PAY

- A. Twelve-month employees are granted nine (9) paid holidays. (July 4, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day, and the next working day after Christmas.)
- B. Eleven and one-half month employees are granted seven (7) paid holidays. (July 4, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day.)
- C. Nine and ten-month employees are granted six (6) paid holidays. (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day.)
- D. Employees who are contracted to work on Good Friday and Christmas Eve will be given one-half (1/2) day off with pay if school is not in session.

ARTICLE 17 — SEVERANCE PAY

- A. At the time of retirement each employee shall receive severance pay for accumulated, unused, sick leave. The employee must meet retirement qualifications of the School Employees Retirement System no later than 120 days after the last employee work day.

- B. The severance pay shall be determined by multiplying thirty percent (30%) of the unused sick leave days by the daily rate of pay. The maximum number of days to be paid in severance pay shall be sixty (60) days. The daily rate of pay shall be the salary on the employee's regular contract divided by the number of contract days at time of retirement.
- C. Upon proof of retirement, payment shall be made within one hundred twenty (120) days of the last work day of the employee and shall eliminate all sick leave credit accrued by the employee.
- D. When an employee has qualified for severance pay as outlined in the Master Contract he/she may have a portion of the severance payment deferred into an annuity provided this arrangement is made in accordance with Ohio law and established district policies.

ARTICLE 18 — WORK DAY AND OVERTIME

- A. The standard work week shall be five (5) consecutive days, Monday 12:01 A.M. through Saturday 8:00 A.M. The work day for each employee shall be specified by a job description.
- B. Two (2) inservice days per year, both prior to the start of school, will be provided for cooks. Cooks working six (6) or more hours per day shall receive a thirty (30) minute paid lunch, but shall be required to pay for their lunches, snacks, and beverages at the established rates for employees.
- C. Two (2) inservice days per year will be provided for aides. Aides working five (5) hours or more per day will be scheduled for a thirty (30) minute lunch period.
- D. Employees shall attend required meetings in addition to the regular work day with pay plus mileage if using his/her vehicle. An employee required to attend a meeting at a different location when already at work shall be reimbursed mileage. Reimbursement for this provision will be paid according to the mileage policy and Article 14.
- E.
 - 1. All hours worked in excess of forty (40) in one week will be paid at the rate of time and one-half (1-1/2). For calculating overtime pay for hours worked over forty (40) in one week, the following shall apply:
 - a) Where the employee has only one wage rate, it shall be used for calculating overtime pay.
 - b) Where the employee has two wage rates for hours worked that week, the higher shall be used for calculating overtime pay.
 - 2. All hourly employees who work more than eight (8) hours in one day and bus drivers who take extra trips totaling more than eight (8) hours in one day shall receive time and one-half (1- 1/2) calculated as follows:

- a) Provided the employee has not worked over forty (40) hours in that week, a bus driver, or, other classified employee who is driving a bus, who works more than eight (8) hours in one day, shall have the extra trip rate used for calculating overtime pay for hours worked in excess of eight (8) in the day.
 - b) For an employee who has not worked forty (40) hours in that week and who are not driving a bus, his/her regular rate of pay shall be used in calculating overtime pay for hours in excess of eight (8) in the day.
- 3. Nothing herein shall be construed to allow an employee to be paid under both provisions 1 and 2 for hours over forty (40) in a week and for hours in excess of eight (8) for any day that week.
- 4. When computing hours worked, all in-pay status days shall count as regular work days.
- F. Overtime shall be offered to custodians and cooks on a seniority — rotation basis. Any employee who declines overtime shall have his/her name rotated to the bottom of the rotation list and will not be granted overtime until his/her name again reaches the top of the rotation list. Custodians and cooks shall be awarded overtime within their own job location before it is offered to another custodian and cook.
- G. Overtime shall be offered on a seniority rotation basis district wide when there is no employee available from within a location. Two (2) seniority lists shall be established: one (1) list within each building and one (1) district wide. The rotation lists shall include the names of all employees who have indicated in writing to their immediate supervisor that they are willing to work overtime. In the event that no one accepts the overtime, the District shall use a substitute. In the event that no substitute accepts the work, the least senior person, in reverse rotation, on the rotation system must accept overtime if a substitute does not accept.
- H. Any employee requested to work overtime shall be given an overtime work slip authorizing the overtime. This slip is to be attached to the timesheet requesting payment.
- I. When cafeteria kitchens are used by various school and non-school groups for cooking purposes, a cook must be employed at time and one-half (1- 1/2) of their regular hourly rate of pay. If an event is cancelled the day before, the cook shall receive no pay. If an event is cancelled the day of and the cook is not notified, he/she shall be paid for two (2) hours show up time.
- J. Consistent with Board policy, the Director of Programs or his/her designee shall identify whether a custodian is needed for use of district facilities after or during hours when custodians are not on duty and shall consider the following factors: (a) is the use by a student group only or does it involve use by outside persons as well; (b) the number of people anticipated to be present; (c) whether the group will bring in food or beverages; (d) is the group charging a fee to others for the use; and (e) any other factor impacting building operation or safety. Local 541 may hold its local meetings at a district building with prior approval from the Director of Programs or his/her designee, which shall not require assignment of a custodian.

If an event is cancelled the day before, the custodian shall receive no pay. If an event is cancelled the day of and the custodian is not notified, he/she shall be paid for two (2) hours show up time.

- K. If possible and practical, employees regularly assigned to work on a less than eight (8) hours per day schedule, shall be afforded the opportunity to work up to eight (8) hours within their own classification and in their own work area before substitute employees are assigned to work. Employees who desire these extra hours shall notify their supervisor in writing.
- L. Under normal working conditions substitutes shall only be used to replace absent employees.
- M. Student workers shall be used to augment but not replace custodians. No more than one (1) student worker per period in a building shall be permitted with the exception of lunch duties and special events.
- N. Summer Work -

The Board may establish summer positions each year, which shall be paid at the following rates:

Senior Summer Cleaning - \$14.00

Junior Summer Cleaning – Minimum wage

By the first Monday in May, any short hour Custodian desiring to work during the summer will notify the Superintendent in writing. The Superintendent will identify the number of Senior Summer Cleaning positions, for which only short hour Custodians may qualify by seniority. Provided all short hour Custodians who timely requested to work the summer have been offered a Senior Summer Cleaning position, any additional cleaning positions needed shall be posted by the Superintendent as Junior Summer Cleaning positions. The Board shall hire for the Junior Summer Cleaning positions in the following order: employees in the bargaining unit first by classification seniority then to others as chosen by the Superintendent. The Superintendent shall set the work days, work hours and work locations for the Senior Summer Cleaning and Junior Summer Cleaning positions.

Bus drivers who clean busses in the summer shall be paid the Senior Summer Cleaning rate.

ARTICLE 19 — FREQUENCY OF PAY

The District uses a twenty-four (24)-pay period per fiscal year.

Direct Deposit shall be required for all bargaining unit members.

ARTICLE 20 — TRANSPORTATION

- A. Drivers requesting repairs to be made on their assigned bus shall fill out a repair form provided by the transportation secretary. When such repairs are made, the driver shall receive a copy of the repair form indicating the repair work completed and the date. Upon request drivers may review their own bus work-order records and preventive maintenance sheets. New drivers and current drivers who bid and accept another route, will do so with the provision that the bus will be stored at the lot.
- B. Extra Trip Assignment Procedure.
1. All extracurricular trips are defined as any extra trip representing Carrollton Exempted Village Schools in a competition approved by the appropriate administrator, and any educational or recreational trip with a destination within the State of Ohio or out of State within two hundred forty (240) miles round trip distance from point of exit from the State to the point of entry to the State. Extracurricular trips include all shuttle runs for practice and competition.
 2. All extracurricular trips shall be offered first to bus drivers under contract with the Carrollton Exempted Village Board of Education. A written notice must be submitted to the transportation department for all bus drivers interested in extracurricular trips by May 15th of each year.
 3. The Bus Supervisor shall post and maintain an extracurricular trip roster, which shall bear the names of all drivers desiring to take such trips. This roster shall be posted in the bus garage and shall indicate the dates, times, and names of drivers. The extracurricular trips shall be posted on the first working day of each week and will include all unassigned trips for the following three weeks. Drivers will have until 5:00 PM on the second working day after the posting of trips to mark their selections. Trips shall be awarded at the close of the selections period. Extracurricular trips shall be granted on a seniority rotation basis. The rotation will reset each July 1st.
 4. A driver who declines a trip because of either regular work, or previous commitment shall be assigned to the bottom of the list and will not be eligible to take another trip until their name reaches the top of the seniority list.
 5. Drivers shall be docked for the actual time of their regular run that is assumed by the substitute driver or that is assigned to other drivers by the District. If a substitute driver is not available to drive the regular run or the District has not assigned other drivers to cover all or part of the regular run, then the regular driver will drive his/her regular run and then drive the extra-curricular trip, unless the trip has been cancelled.
 6. When two (2) or more buses are scheduled for an extra trip to the same place, and after the rotation procedure has determined the drivers eligible the senior driver(s) decides which group he/she will take.

7. When two (2) or more trips are going out on the same day, but different places, the rotation procedure will decide who goes where. (Senior driver does not apply.)
8. A separate roster will be established for unexpected or last minute trips. The rotation procedure will be followed as trips are added to this roster. These trips will not affect the regular trip roster.

- C. A regular driver awarded an extra trip must supply a phone number s/he can be reached at during the day of the extra trip for purposes of receiving notification of cancellation of an extra trip. The district will notify the regular driver and the local Union president by voice mail or text message if the extra trip is cancelled.

Subject to the sentence that follows, if the extra trip is cancelled less than 2 hours before it is scheduled to start, the regular driver will receive two hour report time at the regular rate of pay for extra trips. If the extra trip hours conflict with the regular driver's route and the driver would have been docked under (B)(5), the regular driver will not receive the two hour report time pay should s/he drive the regular route that s/he would have been docked.

- D. Routes shall be assigned by the Transportation Supervisor, subject to the approval of the Superintendent.
- E. While on a route, if the bus is broken down or delayed for a period of more than a one half (1/2) hour during the day, the driver will be compensated for the time beyond the one-half hour at his/her normal rate of pay.
- F. Trip permits will include estimated length of time of trip. The Transportation Supervisor will establish the departure time of trips and the trip sponsor would state the arrival time.
- G. Overnight trips shall be on a separate roster and shall only include extra trip regular contracted drivers who are on the extra trip roster. These trips shall be assigned by seniority and there shall be no penalty imposed on a driver for refusal of a regular trip when accepting an overnight trip. No driver shall receive a second overnight trip, regardless of the time period, until all drivers on the original current overnight roster have been offered a trip. Each following year additional drivers may be added to the roster May 15th, and they shall be placed according to seniority.

Drivers shall be paid 10 hours per day, plus lodging and meals. Drivers shall be permitted to give up all regular runs (with deduct pay) to be eligible for these trips.

- H. The Board shall pay the following costs associated with re-certification requirements for bus drivers mandated by law.
1. Mileage at established rates.
 2. Registration fee for class.
 3. The Board shall pay the cost of fingerprinting.

I. When a regular driver has advised the Transportation Supervisor that a leave of absence for longer than 30 working days is necessary, regular bus drivers shall first be offered, according to seniority, to replace that absent driver. Replacing the absent driver is defined as assuming the absent driver's route in its entirety. A substitute bus driver shall then be called to replace the regular driver that filled in for the absent driver. This entire provision may be modified or not given effect by the Superintendent in the event it interferes with District operations. The District may use a substitute for any regular driver on a leave of absence less than 30 working days.

J. The Board is responsible for obtaining driver abstracts and any associated direct costs.

K. Drivers who fill in for an absent driver shall be paid at their regular rate of pay.

L. Classified coaches may not drive a bus for extra trips for their event.

M. *Bus Driver Annual Physical*

The Board of Education will identify the doctor(s) the bus drivers must see for the bus driver annual physical and will pay for the physical.

N. *Establishing Base Hours for Bus Routes & Bus Driver Assignment*

The District retains its managerial right to establish bus routes each year.

The District shall establish a base number of daily hours for each bus route, rounded up to the nearest $\frac{1}{4}$ hour. The base hours for each route shall include $\frac{1}{2}$ hour to cover the pre-trip, cleaning and fueling.

(1) The route established at the beginning of a school year shall be based on the route at the end of the previous school year for purposes of establishing the base hours for a route, unless the District has reduced the number of routes or otherwise permanently modified the route due to enrollment, a reduction in force, to realize route efficiencies or some other unforeseen reason impacting transportation operations of the district.

(2) If the base number of daily hours for a route differs by one (1) hour from the number of hours driven at the end of the previous school year, that route shall be bid (if higher) or the affected bus driver may bump (if lower). Bidding and/or bumping under this section will occur on a day set prior to the start of the school year by the Superintendent as follows:

(a) *Bid Procedure:* The bid shall be held before the bump under this provision. At least three calendar week days prior to the bid, each bus driver will be provided a copy of the affected routes open for bid under this provision. Each affected route will also be posted in a conspicuous place at the bid location prior to the bid. The bid routes will be awarded based on classification seniority (see Article 25(A)).

(b) *Bump Procedure:* The bump procedure in Article 24 does not apply to this section. A driver whose route has been reduced by one (1) hour from the previous school

year who has not bid on another route under section (a) shall have the right to bump another driver with lower classification seniority. A bumped driver under this section may also assert his/her bumping rights according to classification seniority.

(3) Article 23 will continue to apply to any vacancy and is not modified by this section.

O. *Mid-day Runs*

Mid-day runs will be bid on an annual basis. At least three calendar week days prior to the bid in section R(1), each bus driver will be provided a copy of the mid-day runs open for bid under this provision. Each affected mid-day run will also be posted in a conspicuous place at the bid location prior to the bid. The bid mid-day runs will be awarded based on classification seniority (see Article 25(A)) so long as the mid-day does not result in the driver working eight (8) or more hours in a day. Bus drivers will not be eligible for a mid-day run if it results in him/her being regularly scheduled to work eight (8) or more hours per day.

P. *Permanent Modifications to Bus Route Base Hours during the school year*

If the District makes a permanent modification to a bus route during the school year that results in that route having one (1) hour more or one (1) hour less in its established base hours, the bid/bump procedure contained in section R(2)(a)&(b) shall be utilized within five (5) school days, on a date designated by the Superintendent.

Q. *Time Sheet Pay for Extraordinary Circumstances on Daily Regular Route*

Each bus driver will be paid at his/her hourly rate for the base number of hours of his/her assigned daily regular route. Should a bus driver's hours on a particular day exceed the base number of hours for his/her assigned route by one-half (1/2) hour or more due to extraordinary circumstances, that time must be recorded on a District time sheet and submitted to the Treasurer or his/her designee for processing. An extraordinary circumstance includes, but is not limited to, breakdown, inclement weather, accident, or road conditions.

R. *Pay for Route Calendar*

Each bus driver will be paid for the number of days in his/her route calendar. For example, if the school calendar for a route serving a non-district building has more days than the Carrollton school calendar, that driver shall be paid based on the non-district school calendar.

ARTICLE 21— LABOR MANAGEMENT COMMITTEE

The Board or its designated representatives and the Association or its representatives agree to meet and discuss, with the other, issues of concern which are not included in this agreement.

Normally advance request for a meeting shall be made at least ten (10) days before a proposed meeting date. Attached to the request shall be the agenda. Meetings shall be held at agreed-to times and places and shall not exceed two (2) hours unless both parties agree to extend the time.

ARTICLE 22 — SUPERVISION OF STAFF

- A. All employees will be evaluated each year. The evaluation will be made by the designated supervisor. The evaluation forms are attached hereto as Appendix G.
- B. During March of each year an evaluation conference will be held between the employee and the supervisor. Three (3) copies of the evaluation will be made. The employee will keep one, the supervisor will keep one, and one will be placed in the employee's permanent file. The employee shall sign the evaluation form and may respond to the evaluation by attaching his or her comments.

Such comments must be made on one (1) separate sheet of 8-1/2 x 11 paper.

- C. Termination, Discipline and Suspension

1. Employees may not be terminated or disciplined except for just cause. Just cause shall include, but not be limited to, the grounds set forth in O.R.C. §3319.081(C). Termination and discipline shall be subject to the grievance procedure.
 2. The Union recognizes the Administration's right to terminate, suspend, and discipline employees for just cause. Discipline should normally be corrective and progressive in nature while taking into account the seriousness of the violation and consist of the following: (1) documented verbal reprimand, (2) written reprimand(s), (3) suspension(s), and (4) reduction or termination of employment. However, depending upon the severity of the offense, levels of discipline may be passed over within the discretion of the Superintendent or his/her designee.
 3. Should the action of an employee adversely affect students, or other district employees, in the opinion of the Superintendent or his/her designee, the employee may be suspended immediately with pay until the disciplinary meeting mandated below.
 4. Employees are entitled to Union representation at any disciplinary meeting. No employee will be disciplined without a meeting with the Superintendent or his/her designee. Notice of the meeting will be given to the Local Union President and the employee at least three (3) working days prior to the day of the scheduled meeting. Such notice shall contain the reason(s) for the proposed disciplinary action. An employee shall not be paid mileage for attending the disciplinary meeting.
- D. By prior appointment with the Superintendent's office, employees shall have the opportunity to read any and all material in their personnel file. The employee shall not remove anything from the file but may request copies of such material at current cost. Anonymous letters or materials shall not be placed in an employee's file.
 - E. After three years, a letter of reprimand will be null and void and may be removed at the employee's request, provided the employee had no other discipline in the intervening period.

- F. Evaluations shall not include any references to an employee's decision to attend or not to attend voluntary meetings and training courses, unless attendance was part of a performance improvement or remediation plan.
- G. All custodians shall be supervised by the building principal.

ARTICLE 23 — NOTICE OF VACANCIES

- A. Notices of vacancies and positions available shall be provided to each building principal and Transportation Supervisor to be posted in each school or bus garage. When schools are not in session, employees will be notified of vacancies and positions available through the one-call system and the District shall post the vacancy on the District's website. Notices of vacancies shall be mailed to the President of OAPSE and posted in the Superintendent's office, Bus Garage, High School and Bell-Herron.
- B. The vacancy shall not be filled until the notice has been issued for not less than five (5) working days. The notice shall contain the last day for acceptance of applications. If applications are not received within the prescribed period, the Superintendent may assign at his discretion. In awarding positions, ability to do work, classification seniority (as defined in Article 24, Section C.), and past job performance will be considered.
- C. When their work schedule permits, present employees working less than eight (8) hours per day when selected, using the same criteria as in section B, to fill the vacant short hour position, shall be awarded the position before new employees are hired.
- D. A Special Needs Aide who wishes to apply for a Classroom Aide vacancy shall be given full consideration for that position.
- E. The Superintendent of Schools has the final authority in assignment of personnel.

An applicant who is in the same classification as the posting will be considered qualified for that classification, unless the position requires specific certification or is unique (e.g. an aide position requiring experience with specific medical devices). An applicant in the same classification shall be considered before an internal applicant not in the same classification.

The Superintendent will determine whether an applicant who is not in the same classification as the posting is qualified. If qualified, the internal applicant who is not in the same classification will be considered before outside applicants.
- F. An employee who is awarded a job under this procedure may elect to return to his/her former job within a period of fifteen (15) working days. During this fifteen (15) day period, the position of the employee awarded the job shall not be posted. An employee who is unable to perform the job may be returned to his/her former job within a period of fifteen (15) working days with explanation of reason.

ARTICLE 24 — REDUCTION IN FORCE

- A. Introduction. It is the Board's responsibility to maintain good public schools and to implement the educational interest of the State. However, if it becomes necessary to eliminate staff positions, a fair and orderly process will be followed.

The Board has the exclusive authority to eliminate staff positions consistent with the provisions of the state statutes. Elimination of staff positions may result from decreases in student enrollment, changes in organization or severe financial conditions.

The term staff refers to any employee covered by this agreement.

- B. Attrition. The number of persons affected by a reduction in force will be kept to a minimum insofar as practical by not employing replacements for employees who resign, retire, die or whose contracts are not renewed on the basis of performance.
- C. Seniority. Whenever it becomes necessary to reduce employees by reasons as stated above, affected employees shall be eliminated according to seniority within the classification, with the least senior employee eliminated first in accordance with paragraph E., herein. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification.
- D. Job Classifications. The following classifications shall be used for the purpose of defining classification seniority:

Custodian	Food Service	Special Needs Aide
Secretary	Bus Driver	
Mechanic	Classroom Aide	

- E. Reduction Procedures. The Board of Education shall determine in which classifications the reductions should occur and the number of positions to be eliminated. In the classifications, employees with limited contracts shall be eliminated by seniority before any employee in that classification employed under a continuing contract is eliminated.

Twenty (20) days prior to the effective date of reductions, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates, and classifications and indicate which employees are to be eliminated. Each employee to be reduced shall be given advance written notice of the reduction. Each notice of reduction shall state the following:

Reasons(s) for the reduction.

The effective date of the reduction.

A statement advising the employee of his/her rights of reinstatement from the reduction.

- F. Re-employment Procedures. The names of all employees employed under the continuing contract status of employment shall be placed on a reinstatement list in reverse of elimination according to job classifications.

The names of employees employed under limited contracts shall be placed on a separate reinstatement list in reverse of elimination according to job classification.

Reinstatement shall be made first from the list of continuing contract employees; and then, from the list of limited contract employees, provided that the person is qualified for the position according to the appropriate administrator.

- G. Vacancies. Vacancies which occur in the classification of reduction shall be offered to or declined in writing or by noted telephone conversation by the employees standing highest on the reduction list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.
- H. Duration of Reinstatement List. Unless voluntarily removed or refusing a job offer in the appropriate classification, the employee's name shall remain on the reinstatement list for a period of twenty-four (24) months.
- I. Bumping Rights. Employees who have not been laid off, but who have had their positions abolished, shall be given the opportunity to bump into a position within their classification by seniority, following a reduction of personnel. Any employee who is bumped from his/her position will also have bumping rights according to seniority.

Special Needs Aides who have had their position abolished shall be given the opportunity to bump the least senior person employed in that job classification. Classroom Aides, who have had their position abolished, shall be given the opportunity to bump into a position within their classification by seniority.

ARTICLE 25 — EMPLOYEE RIGHTS

- A. Seniority. Classification seniority shall begin with the employee's first day of assignment as a regular employee. If the starting date for two or more employees is equal, then seniority shall be determined by Board appointment date. If the seniority date for two or more is still equal, then the seniority date shall be determined by original classification application date. If seniority dates are still equal — then seniority shall be determined by the drawing of lots. An OAPSE representative shall be present for this drawing.
- B. Discrimination. The Board of Education and OAPSE agree to comply with all applicable state and federal non-discrimination Statutes or Laws in connection with administration of this contract.
- C. Representation. An employee, on request, shall have a right to a Union representative at an investigatory interview which, based on objective considerations, the employee reasonably believes is likely to result in serious disciplinary action.

ARTICLE 26 — REPRESENTATION AT OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES ANNUAL MEETING

Two members of OAPSE officially designated by the membership to represent the Carrollton OAPSE, will be granted release time at no reduction in salary to attend the OAPSE Annual Meeting. The Carrollton Board of Education is responsible for the salary of a substitute, but for no other expenses.

ARTICLE 27 — STUDENT CLOSURE DAYS

When the Superintendent declares the District closed to students on any day during the school year, the following shall apply:

- A. For the first five (5) days without students, where the entire District is closed, no classified staff shall report, with the exception of eleven and one-half (11 ½) and twelve (12) month employees, who may be required to report to work and shall be paid at their regular hourly rate for time worked (minimum of four (4) hours pay) in addition to the student closure pay day.

Payment for student closure days will be made on the scheduled pay following the student closure day.

- B. For any student closure day thereafter, the Superintendent shall either have all classified employees report to work or shall identify a date during winter break, spring break, or at the end of the school year for the employees to report to work to make up the missed day(s). In making the determination, the Superintendent will consider road and weather conditions. On days employees report to work under this provision, the Superintendent or his/her designee shall identify what the employee shall do, which may include professional development, training, wellness programs, or other District initiatives.
- C. Nothing in provision B shall prevent the Superintendent, in his/her sole discretion, from declaring that classified employees do not need to make up student closure days beyond the first five days in provision A.
- D. Any classified employee may use a personal leave day or vacation day, if available, or take a dock day and not report to work on (i) a student closure day in provision B when the Superintendent determines employees shall report to work; or, on (ii) a make-up day under provision B, when students are not present.

ARTICLE 28 — DISTRIBUTION OF AGREEMENT

Within thirty (30) days after the execution of this Agreement, the Board shall publish this Agreement on the District website for the duration of this contract and print or duplicate and provide without charge a copy of this Agreement to every employee in the bargaining unit. Additional copies to be available if needed by the President of Local #541 during the duration of this contract for new hires.

ARTICLE 29 — ACTIVITY PASSES

At the beginning of each school year all regular classified employees will be issued an individual, non-transferable activity pass for free admission to district-sponsored home contests and other school events.

ARTICLE 30 — SALARY REDUCTION PICK-UP OF EMPLOYEE SERS CONTRIBUTION

Effective September 1, 1989 the Board will implement the "pick-up" of the employee required contributions of the School Employees Retirement System (SERS) by way of the "salary reduction" method. The sum of the cash salary and pick-up components shall equal the employee's contract salary provided in the Salary Schedule.

ARTICLE 31 — TRAINING

The Board of Education will offer training annually as follows:

- First Aid
- CPR
- Small Engine

The Board of Education will offer training as determined by the Superintendent on student restraint (MANDT), where new equipment is purchased, and/or regarding food safety and handling. Should the Board secure funding to conduct safety training and emergency crisis training, it will be provided and be mandatory for all classified employees.

ARTICLE 32 — HEALTH AND SAFETY

The Board and the Union shall establish a Health and Safety Committee which shall meet to discuss and resolve health and safety concerns as they arise.

ARTICLE 33 — STADIUM CLEANING

All stadium work, not performed by the Boosters or any other school related non-profit entity, shall be offered first to Grass Mowers and then District wide to Custodians prior to substitutes. Grass Mowers and Custodians shall be paid at their step of their wage schedule for stadium work.

ARTICLE 34 — FINGERPRINTING

The Board of Education shall pay the cost for fingerprinting, FBI, and BCI checks for all employees.

ARTICLE 35 — SUBSTITUTES

When students are in attendance and where the Superintendent determines it operationally necessary, the District shall attempt to find substitutes for all absent transportation and building employees (so long as substitutes are available).

ARTICLE 36 — JOB DESCRIPTIONS

Prior to any change in any job description covered under this Agreement, the Board shall meet with the Association and discuss such possible change. However, the Superintendent shall have the final authority to adopt and/or amend any job description. The employee(s) shall be notified of any change and the effective date of such change.

ARTICLE 37 — DURATION

The terms and conditions of the within Agreement are effective for the period commencing July 1, 2015, and terminating June 30, 2018, unless otherwise specified.



Rose Seck, Board President



Dr. David Quattrochi, Superintendent



Roxanne Mazur, Treasurer



Rusty Grubbs, OAPSE President



Lenora Giles, OAPSE Negotiator

CARROLLTON EVSD/OAPSE
SALARY SCHEDULES
Effective July 1, 2015
3% BASE RATE INCREASE

1.03

YRS EXPER	CUSTODIAN	SECRETARY	MECHANIC	FOOD SERVICE	AIDE	TRANSP
BASE	\$15.15	\$13.81	\$17.10	\$12.11	\$13.58	\$15.98
index	1	1	1	1	1	1
1	\$15.29	\$13.94	\$17.22	\$12.17	\$13.70	\$16.10
index	1.009	1.009	1.007	1.005	1.009	1.008
2	\$15.41	\$14.06	\$17.34	\$12.23	\$13.82	\$16.23
index	1.017	1.018	1.014	1.01	1.018	1.016
3	\$15.53	\$14.19	\$17.46	\$12.29	\$13.94	\$16.37
index	1.025	1.027	1.021	1.015	1.027	1.025
4	\$15.65	\$14.31	\$17.58	\$12.36	\$14.08	\$16.50
index	1.033	1.036	1.028	1.02	1.037	1.033
5	\$15.77	\$14.43	\$17.71	\$12.42	\$14.19	\$16.63
index	1.041	1.045	1.036	1.025	1.045	1.041
6	\$15.89	\$14.54	\$17.83	\$12.48	\$14.31	\$16.76
index	1.049	1.053	1.043	1.03	1.054	1.049
7	\$16.01	\$14.67	\$17.95	\$12.54	\$14.43	\$16.89
index	1.057	1.062	1.05	1.035	1.063	1.057
8	\$16.14	\$14.79	\$18.07	\$12.60	\$14.55	\$17.01
index	1.065	1.071	1.057	1.04	1.072	1.065
9	\$16.26	\$14.92	\$18.19	\$12.66	\$14.68	\$17.14
index	1.073	1.08	1.064	1.045	1.081	1.073
10	\$16.38	\$15.04	\$18.31	\$12.85	\$14.80	\$17.27
index	1.081	1.089	1.071	1.061	1.09	1.081

OTHER COMPENSATION

Extracurricular Trip: \$8.87/hr

Custodians w Boiler's License:(PROVIDED ASSIGNED BUILDING HAS AN OPERATIONAL BOILER)

Employed prior to 7/1/86, CHS \$.60/hr, other bldgs \$.50/hr

Employed after 7/1/86 all paid at \$.25/hr

Longevity for uninterrupted CEVSD service each year of contract:

After 15 years of service: **\$300** for 6-8 hrs; **\$150** for 4-5.99hrs

After 20 years of service: **\$400** for 6-8 hrs; **\$200** for 4-5.99 hrs

After 25 years of service: **\$500** for 6-8 hrs; **\$250** for 4-5.99 hrs

CARROLLTON EVSD/OAPSE
SALARY SCHEDULES
Effective July 1, 2016
3% BASE RATE INCREASE

1.03

YRS EXPER	CUSTODIAN	SECRETARY	MECHANIC	FOOD SERVICE	AIDE	TRANSP
BASE	\$15.61	\$14.23	\$17.61	\$12.48	\$13.98	\$16.45
index	1	1	1	1	1	1
1	\$15.75	\$14.35	\$17.73	\$12.54	\$14.11	\$16.59
index	1.009	1.009	1.007	1.005	1.009	1.008
2	\$15.87	\$14.48	\$17.86	\$12.60	\$14.23	\$16.72
index	1.017	1.018	1.014	1.01	1.018	1.016
3	\$16.00	\$14.61	\$17.98	\$12.66	\$14.36	\$16.87
index	1.025	1.027	1.021	1.015	1.027	1.025
4	\$16.12	\$14.74	\$18.10	\$12.73	\$14.50	\$17.00
index	1.033	1.036	1.028	1.02	1.037	1.033
5	\$16.25	\$14.87	\$18.24	\$12.79	\$14.61	\$17.13
index	1.041	1.045	1.036	1.025	1.045	1.041
6	\$16.37	\$14.98	\$18.37	\$12.85	\$14.74	\$17.26
index	1.049	1.053	1.043	1.03	1.054	1.049
7	\$16.50	\$15.11	\$18.49	\$12.91	\$14.86	\$17.39
index	1.057	1.062	1.05	1.035	1.063	1.057
8	\$16.62	\$15.24	\$18.61	\$12.98	\$14.99	\$17.52
index	1.065	1.071	1.057	1.04	1.072	1.065
9	\$16.75	\$15.36	\$18.74	\$13.04	\$15.12	\$17.66
index	1.073	1.08	1.064	1.045	1.081	1.073
10	\$16.87	\$15.49	\$18.86	\$13.24	\$15.24	\$17.79
index	1.081	1.089	1.071	1.061	1.09	1.081

OTHER COMPENSATION

Extracurricular Trip: \$8.87/hr

Custodians w Boiler's License:(PROVIDED ASSIGNED BUILDING HAS AN OPERATIONAL BOILER)

Employed prior to 7/1/86, CHS \$.60/hr, other bldgs \$.50/hr

Employed after 7/1/86 all paid at \$.25/hr

Longevity for uninterrupted CEVSD service each year of contract:

After 15 years of service: **\$300** for 6-8 hrs; **\$150** for 4-5.99hrs

After 20 years of service: **\$400** for 6-8 hrs; **\$200** for 4-5.99 hrs

After 25 years of service: **\$500** for 6-8 hrs; **\$250** for 4-5.99 hrs

CARROLLTON EVSD/OAPSE
SALARY SCHEDULES
Effective July 1, 2017
1.5% BASE INCREASE

1.015

YRS EXPER	CUSTODIAN	SECRETARY	MECHANIC	FOOD SERVICE	AIDE	TRANSP
BASE	\$15.84	\$14.44	\$17.88	\$12.66	\$14.19	\$16.70
index	1	1	1	1	1	1
1	\$15.98	\$14.57	\$18.00	\$12.73	\$14.32	\$16.83
index	1.009	1.009	1.007	1.005	1.009	1.008
2	\$16.11	\$14.70	\$18.13	\$12.79	\$14.45	\$16.97
index	1.017	1.018	1.014	1.01	1.018	1.016
3	\$16.24	\$14.83	\$18.25	\$12.85	\$14.58	\$17.12
index	1.025	1.027	1.021	1.015	1.027	1.025
4	\$16.36	\$14.96	\$18.38	\$12.92	\$14.72	\$17.25
index	1.033	1.036	1.028	1.02	1.037	1.033
5	\$16.49	\$15.09	\$18.52	\$12.98	\$14.83	\$17.39
index	1.041	1.045	1.036	1.025	1.045	1.041
6	\$16.62	\$15.21	\$18.64	\$13.04	\$14.96	\$17.52
index	1.049	1.053	1.043	1.03	1.054	1.049
7	\$16.74	\$15.34	\$18.77	\$13.11	\$15.09	\$17.65
index	1.057	1.062	1.05	1.035	1.063	1.057
8	\$16.87	\$15.47	\$18.89	\$13.17	\$15.21	\$17.79
index	1.065	1.071	1.057	1.04	1.072	1.065
9	\$17.00	\$15.60	\$19.02	\$13.23	\$15.34	\$17.92
index	1.073	1.08	1.064	1.045	1.081	1.073
10	\$17.12	\$15.73	\$19.14	\$13.44	\$15.47	\$18.05
index	1.081	1.089	1.071	1.061	1.09	1.081

OTHER COMPENSATION

Extracurricular Trip: \$8.87/hr

Custodians w Boiler's License:(PROVIDED ASSIGNED BUILDING HAS AN OPERATIONAL BOILER)

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Employed after 7/1/86 all paid at \$.25/hr

Longevity for uninterrupted CEVSD service each year of contract:

After 15 years of service: **\$300** for 6-8 hrs; **\$150** for 4-5.99hrs

After 20 years of service: **\$400** for 6-8 hrs; **\$200** for 4-5.99 hrs

After 25 years of service: **\$500** for 6-8 hrs; **\$250** for 4-5.99 hrs

SCHEDULE OF MEDICAL BENEFITS

BENEFITS	PPO	NON-PPO
BASIC EXPENSE BENEFITS	(No deductible applies to Basic Benefits)	
Hospital Benefit (Max of 365 days/disability)	90%	70%
Surgical Benefit	90%	70%
In-Hospital Physician Benefit (Max of 365 days per disability)	90%	70%
Second Surgical Opinion Benefit-	90%	70%
Maternity Benefit	Same as any Illness	
Diagnostic X-Ray & Laboratory Benefit	90%	70%
Preventive Services (required under ACA)	100%	Not Covered
Emergency Accident Benefit	90%	
Transplant Benefit	90%	70%
MAJOR MEDICAL BENEFITS		
Calendar Year Deductible		
Per Covered Person	\$150	
Per Covered Family	\$300	
Benefit Percentage Payable	90%	80%
MAXIMUM OUT-OF-POCKET AMOUNT/CAL YEAR (Basic/Major Medical Combined) – does not include deductible.		
Per Covered Person	\$500	\$600
Per Covered Family	\$900	\$1,200
RETAIL PRESCRIPTION DRUG BENEFIT	80% after Prescription Drug Deductible	
Prescription Drug Deductible	\$50 per person or per family per calendar year Max out-of-pocket for retail and mail order drugs combined is \$5,950/person and \$12,000/family/cal year	
MAIL ORDER PRESCRIPTION DRUG BENEFIT	100% after Co-Pay per prescription filled or refilled	
Generic Co-Pay	\$10	
Brand Name Co-Pay	\$30	
	Max out-of-pocket for retail and mail order drugs combined is \$5,950/person and \$12,000/family/cal year	

PRE-ADMISSION NOTIFICATION IS REQUIRED FOR ALL NON-EMERGENCY HOSPITAL ADMISSIONS. POST-ADMISSION NOTIFICATION IS REQUIRED FOR ALL EMERGENCY HOSPITAL ADMISSIONS. IF NOT RECEIVED, A PENALTY OF \$500 WILL BE APPLIED TO THE HOSPITAL CONFINEMENT.

SCHEDULE OF DENTAL BENEFITS

CALENDAR YEAR DEDUCTIBLE

TYPE I SERVICES

NONE

TYPE II, III & IV (ORTHODONTIC)* SERVICES COMBINED

\$25 PER PERSON
\$50 PER FAMILY

BENEFIT PERCENTAGES

TYPE I SERVICES

100% OF REASONABLE CHARGE

TYPE II SERVICES

80% OF REASONABLE CHARGE

TYPE III SERVICES

50% OF REASONABLE CHARGE

TYPE IV (ORTHODONTIC)* SERVICES

50% OF REASONABLE CHARGE

MAXIMUM BENEFIT PAYABLE PER CALENDAR YEAR

TYPE I, II & III SERVICES COMBINED

\$1,000

MAXIMUM LIFETIME BENEFIT

TYPE IV (ORTHODONTIC)* SERVICES

\$1,000

- * Type IV (Orthodontic) Services are only covered for Covered Persons under age 19, or age 25 for dependent children who are Eligible Dependents.

VISION SCHEDULE OF BENEFITS

The vision carrier was selected during the predecessor labor contract was Lincoln Financial Group. The schedule of benefits currently in place is below-listed.

On or about the vision contract renewal date, the Union will be notified of any changes in plan design identified and required by the carrier for the renewal period. Should a vision plan design change be identified, the Union may, through Article 10(A), use the Health Care Committee to review the vision insurance information and explore alternatives. Ultimately, the same vision carrier must be selected for classified and certified staff.



Group Vision Insurance – Summary of Benefits

- You may choose any provider. However, using providers participating in the network should lower your out-of-pocket expenses.
- A list of participating providers may be accessed at <http://vc.lfg.com> or by calling toll-free at 1-800-440-8453.
- Members may purchase mail order contact lenses online at a 10% discount.
- Through Laser Vision Network of America (LVNA), we can provide our members with access to discounted laser vision correction procedures. Members may choose an NCQA-credentialed surgeon from LVNA's nationwide network of more than 400 laser vision correction surgeons.
- Patient options, such as ultraviolet protection and progressive lenses, are offered at a 20% to 40% discount, which results in substantial member savings from the provider's usual and customary charges.

	<u>Network¹</u>	<u>Out of Network²</u>
EXAM COPAY	\$10	Not applicable
MATERIAL COPAY	\$10	Not applicable
Service Frequencies – based on the last date of service.		
Exam:	12 months	
Lenses:	12 months	
Frames:	24 months	
EYE EXAMINATION	100%	Up to \$40.00
EYEGLOSS LENSES		
Single Lenses	100%	Up to \$40.00
Bifocal	100%	Up to \$60.00
Trifocal	100%	Up to \$80.00
Lenticular	100%	Up to \$80.00
As a value-added benefit, standard scratch-resistant coating is provided at no additional charge for all lenses covered in full.		
FRAMES³	100%	Up to \$45.00
ELECTIVE CONTACT LENSES⁴		
Covered Contact Lens Selection (material copay applies)	100%	Up to \$125.00
All other elective contact lenses (no copay)	Up to \$125.00	Up to \$125.00

NECESSARY CONTACT LENSES⁵

100%

Up to \$210.00

Your Semi-Monthly plan costs

Employee only	\$2.86
Employee and Spouse	\$5.42
Employee and Children	\$6.36
Family	\$8.94

This is an estimate of premium cost. Actual deductions may vary slightly due to rounding and payroll frequency.

Eligibility

Dependent - Unmarried dependent children may be covered to age 19 or to age 23, if a full-time student.

Employee - A full-time employee actively at work.

Benefits

1. *Network Benefits:* Exam and materials copays and patient options are paid to the network provider by the plan participant.
2. *Out-of-Network Benefits:* The plan participant pays full fee to the provider and the member submits a claim for reimbursement of services rendered up to maximum allowance. There are no copays.
3. *Frame Benefit:* Our generous frame benefit applies to virtually all of the frames on the market today, and most of those are covered-in-full, with no additional cost to the member, other than applicable copay. Plan participants receive a \$130.00 retail frame allowance for frames purchased at retail chain providers, and for any frame above \$130.00, the member will only pay the difference. A 30% discount is applied in excess of the allowance.
4. *Elective Contact Lenses:* Contact lenses are provided in lieu of eyeglasses (lenses and frame). When purchasing from the Covered Contact Lens Selection, the benefit is covered-in-full (after copay if applicable). This includes:
 - fitting/evaluation fees
 - contacts (including up to 4 boxes of disposables, depending on prescription and plan selected)
 - up to two follow-up visits.
 Contact lenses purchased with an out-of-network provider or outside of the Covered Contact Lens Selection, the materials copay does not apply, and the allowance is applied toward the fitting/evaluation fees.
5. Necessary contact lenses are determined at the eye care provider's discretion. If an out-of-network provider considers contacts necessary, members should ask their out-of-network provider to contact us concerning the reimbursement that we will make before they purchase such contacts.

Exclusions

The following services and materials are excluded from coverage under the Policy:

- Post cataract lenses; Non-prescription items; Medical or surgical treatment for eye disease that requires the services of a physician; Worker's Compensation services or materials; Services or materials that the patient, without cost, obtains from any governmental organization or program; Services or materials that are not specifically covered by the Policy; replacement or repair of lenses and/or frames that have been lost or broken; Cosmetic extras, except as stated in the Policy's Table of Benefits.

Out-of-Network Claim submission

To file a claim for reimbursement for Services rendered by a non-Network Provider, provide the following information:

- Your itemized receipts; Subscriber name; Subscriber's identification number; Patient name; and Patient date of birth.

Submit a claim by mail to:

Claims Department – Lincoln
VisionConnect

P.O. Box 30978

Salt Lake City, UT 84130

Submit a claim by fax to:

(248) 733-6060

(NOTE: This is not intended as a complete description of the insurance coverage offered. While benefit amounts stated in this summary are specific to your coverage, other items may summarize standard product features and not the specific features of your coverage. Controlling provisions are provided in the policy, and this summary does not modify those provisions or the insurance in any way. This is not a binding contract. A certificate of coverage will be made available to you that describe the benefits in greater detail. Should there be a difference between this summary and the contract, the contract will govern.

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT
252 THIRD STREET N.E., CARROLLTON, OHIO 44615-1236

GRIEVANCE REPORT
(Submit to Supervisor in Duplicate)

- Copies to:
- 1. Superintendent
 - 2. Supervisor
 - 3. Association
 - 4. Employee

Assignment	Name of Grievant	Date Filed
<u>STEP I</u>		
A.	Date Grievance Occurred _____	
B.	Statement of Grievance _____ _____ _____	
C.	Relief Sought _____ _____ _____	
		Signature _____ Date _____
D.	Disposition by Supervisor _____ _____ _____ _____ _____	
		Signature _____ Date _____
E.	Grievant and/or Association Position _____ _____ _____ _____	
		Signature _____ Date _____

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

STEP IV

A. Date Submitted to Arbitration _____

CARROLLTON EXEMPTED VILLAGE SCHOOL DISTRICT
252 THIRD STREET N.E., CARROLLTON, OHIO 44615-1236
REQUEST FOR PERSONAL LEAVE

NAME _____ CLASSIFICATION _____
BUILDING _____ DATE OF REQUEST _____
DATE OF REQUESTED LEAVE _____

Classified employees are eligible for three (3) days of personal leave per year. These days are available for the following reasons and are intended for use in emergency type situations where a person has no choice in the matter.

- A. Sale or purchase of real property.
- B. Graduation or special recognition of self, son, daughter, husband, wife, father or mother from an accredited college, university, or school program.
- C. Marriage of self, son or daughter (wedding day only).
- D. Settlement of estate.
- E. Adoption of a child.
- F. Required court appearance as litigant or witness.
- G. Funeral of a close friend or relative not covered under sick leave policies.
- H. For an act of nature or an accident that disrupts utility services, or so damages the house that a condition is created that is hazardous to the welfare of the employee or his/her family and must be corrected without delay.
- I. Religious observances that specifically prohibit work or normal activities at that time.
- J. Student closure day pursuant to Article 27.
- K. Personal business that cannot be taken care of outside the regular school day. (Explain reason.)

Personal leave may not be taken for the following reasons:

- A. Gainful employment
- B. Seeking employment
- C. Recreational purposes
- D. Holidays or vacations
- E. Shopping trips

Five days' notice is necessary except in the case of an emergency.

SIGNATURE OF APPLICANT

DATE RECEIVED BY SUPERVISOR

FALSIFICATION OF PERSONAL LEAVE IS GROUNDS FOR TERMINATION OF
EMPLOYMENT IN ACCORDANCE WITH OHIO REVISED CODE.

2. THE EMPLOYEE AS AN INDIVIDUAL

A. Demonstrates honesty and personal integrity.

B. Hardworking and strives for quality.

C. Exhibits mature behavior, self-confidence, friendly attitude and sense of humor.

3. OTHER IMPORTANT AREAS

The Employee:

A. Has good attendance record.

B. Is on time for work.

C. Is cooperative.

D. Completes work assignments.

E. Shows care in doing assignments.

4. RECOMMENDATIONS:

Supervisor's Signature

Date

Employee's Signature

Date