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## **NEGOTIATED AGREEMENT**

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**between the**

**SANDUSKY CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and the**

**SANDUSKY NON-TEACHING EMPLOYEES  
ASSOCIATION**

**July 1, 2015 – June 30, 2018**

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## **ARTICLE 1**

### **Recognition**

The Board of Education of the Sandusky City School District (hereinafter referred to as the “Board”) recognize the Sandusky Non-Teaching Employees Association OEA/NEA Local (hereinafter referred to as the “Association”) as the sole and exclusive bargaining agent for members of the bargaining unit (hereinafter “employee” or “employees”) which shall consist of all regular full-time and regular part-time non-teaching public and non-public auxiliary personnel employed by the Board, by way of illustration only, but not limited to, secretaries, clerical, transportation, maintenance, mechanic, custodial, food service, classroom paraprofessionals including MD classroom paraprofessionals and one-on-one paraprofessionals, exclusive of casual and seasonal employees, substitutes, confidential and fiduciary employees as determined by the Superintendent [not to exceed nine (9) positions which shall be identified in writing to the Association President on or before September 15th of each year], superintendents, assistant superintendents, directors, assistant directors, administrative assistants, supervisors, coordinators, principals, assistant principals, and all other employees falling within any of the exceptions listed in O.R.C. Section 4117.01.

Recognition of the Association as the exclusive representative of members of the above-defined bargaining unit shall be for the term of this written contract without challenge as provided for in Ohio Revised Code 4117; and will continue, thereafter, until a challenging employee organization is legally successful in gaining exclusive representation rights as provided for and in strict compliance with provisions set forth in O.R.C. 4117.

Unless otherwise indicated, use of the term “Employee”/“Bargaining Unit Member” when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein there shall be the following categories:

- A) Full-time: A bargaining unit member who is employed at least thirty (30) hours per week.
- B) Part-time: A bargaining unit member who is employed less than thirty (30) hours per week.
- C) Probationary: A bargaining unit member who is employed to fill in a full or part-time position for a trial period of sixty (60) workdays. For a bargaining unit member hired after April 1, the probationary period shall extend until October 31.
- D) School year bargaining unit members/employees: Bargaining unit members employed to work at least the number of days in the school calendar.
- E) Full-year bargaining unit members/employees: Bargaining unit members who are employed to work on a twelve (12) month basis.

## **ARTICLE 2**

### **Negotiations**

#### **Section 1. Initiating Negotiations.**

- A. Either party may initiate negotiations by letter of submission forwarded to the other party by April 1 of the year in which this Agreement expires, outlining their intent to bargain as defined in Chapter 4117 O.R.C. The parties shall hold their first negotiating session by April 15. The date, time, and place of the session shall be arranged in advance by the Board's and Association's spokespersons.
- B. At the first meeting, the parties shall exchange their complete proposals. Thereafter, neither party may submit new proposals.

#### **Section 2. Negotiating Teams.**

- A. Negotiations shall be conducted between representatives of the Board and Association. These representatives shall be known as the negotiating teams. Each team may consist of no more than five (5) members, but three (3) additional persons may be designated by each team as an alternate member of the team.
- B. The Board shall determine its team representatives. The Association shall determine its team representatives.

#### **Section 3. Negotiation Meetings.**

- A. All negotiation sessions shall be in executive session, and will not be scheduled during normal school hours, unless otherwise mutually agreed.
- B. Reports on the status of negotiations may be made to the Association by its team and to the Board by its team.
- C. While the initial phase of negotiations is in progress, there will be no releases made to the news media. After the time when either party requests the Federal Mediation and Conciliation Service to mediate an agreement under Section 7 below, then both parties are free to make such releases as each deems necessary.
- D. Either team may caucus during a negotiations session. A caucus shall be for a period of no more than thirty (30) minutes unless otherwise mutually agreed.



**Section 4. Assistance.**

By mutual consent, the parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Such consultants may be used during a negotiations meeting.

**Section 5. Exchange of Information.**

Prior to and during the period of the negotiations sessions, the Board and the Association agree to furnish each other, upon written request and in a reasonable time period, with information essential to the respective Negotiations Teams.

**Section 6. Agreement.**

- A. As negotiation items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by the representatives of each party.
- B. Upon reaching tentative agreement on the entire contract, said contract shall be presented first to the Association and then the Board for ratification.
- C. The Board shall pay the cost of printing a copy of this Agreement for each bargaining unit member.

**Section 7. Disagreement.**

If within sixty (60) calendar days of the day on which the first proposal packages are exchanged, or a later date mutually agreed upon, tentative agreement on all items is not reached, both parties shall utilize the services of the Federal Mediation and Conciliation Service for the purpose of mediating an agreement on unresolved items.

**Section 8. Effect of the Negotiations Procedural Agreement.**

Pursuant to Section 4117.14 of the Ohio Revised Code, the parties intend that this procedure shall supersede the procedures in said Revised Code section.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

The Board reserves unto itself, and management personnel employed for and on its behalf, all of the rights of management included in Section 4117.08 of the Ohio Revised Code. Such rights of management include but are not limited to the right to: (1) determine the educational goals and the policies of the school district; (2) allocate school district financing and personnel resources; (3) select and determine the number and type of employees required; (4) direct, and assign work to employees according to the needs of the school district including controlling services to be performed and establishing and changing work schedules and assignments; (5) transfer, promote or demote employees; (6) layoff, terminate or otherwise relieve employees from duties for lack of work or other legitimate reasons; (7) make and enforce rules and regulations for the maintenance of discipline; (8) suspend, discharge or otherwise discipline employees for cause; (9) determine the efficiency and competency of employees; (10) expand, establish, terminate or otherwise modify any existing or new operations of the school district; and (11) to take such measures as management may determine to be necessary for the safe, orderly, efficient, and economical operation of the school district.

The aforementioned management rights shall be limited only by the specific and express terms of this contract.

## **ARTICLE 4**

### **Association Rights**

The Association shall have the following rights as the sole organization representing the bargaining unit.

- A. To use the facilities of any building for meetings, without fee, upon notification and prior approval of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with school or school business and any previously authorized activity in said building.
- B. To use the inter-school mail system in the school's office to distribute Association bulletins, newsletters, or other circulars, consistent with building and school district procedures, providing such mails is designated as S.N.T.E.A. mail.
- C. To use bulletin boards in employee lounges or workrooms to disseminate information to members, providing the materials posted are identified as Association postings.
- D. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board and Administration.

- E. The Board will provide the Association with the Board agenda and all pertinent reports within one day of when they are mailed or delivered to the members of the Board. All vacancies shall be posted at the Board office, main office of the high school, and bus garage.
- F. Upon request the Association will be placed on the agenda to address the Board at Board meetings.
- G. To allow the President of the Association or his/her designated official to visit schools. Upon his/her arrival he/she shall notify the Principal of his/her presence. Visits that are made to discuss special concerns of employees must be arranged mutually in advance with the Principal. The visits to the schools must not interfere with duties assigned by the Board and Administration.
- H. The Board shall provide adequate lunch, rest room, lounge, work, storage, telephone, and duplicating facilities for use by employees of each building.
- I. School telephones may not be used for long distance calls except in the case of an emergency or for school business purposes, and official S.N.T.E.A. business providing such phone calls do not interfere with school business and/or student employee activities. Employees shall pay any toll charges incurred for personal or S.N.T.E.A. business long distance calls.
- J. All educational paraprofessionals will be required to dispense medication and/or perform medical procedures. Except in cases of emergency, no other members of the Bargaining Unit will be required to dispense medication and/or perform medical procedures.
- K. Employees required to deal with the clean up of bodily fluids shall be trained by an instructor certified in blood-borne pathogen clean up and provided with the proper and necessary materials. Employees required to be trained outside of their regular working hours shall be compensated for such training at their regular rate of pay.
- M. A copy of the SNTEA Contract, negotiated Job Descriptions, the Board Policy Manual, and any classification manual or policy shall be accessible on the Sandusky City Schools web page.

## ARTICLE 5

### Jurisdiction of Civil Service Commission

The Sandusky City Civil Service Commission has declined, under Ohio law, to exercise jurisdiction of the Sandusky City School District under O.R.C. Chapter 124, et seq. The parties hereby pursuant to O.R.C. 4117.10, hereby acknowledge that the Sandusky City Civil Service Commission exercises no jurisdiction over the School District and that the provisions and statutes found in O.R.C. Chapter 124, et seq. do not have any application to members of the bargaining unit and that said state statutes and regulations are specifically superseded by this Negotiated Agreement, including original appointments.

## ARTICLE 6

### Payroll and Dues Deductions

- Section 1.** Any member of the Association may have his/her periodic dues, initiation fees, and assessments of membership deducted from his/her pay twice each month (starting with the first pay in October) for a period of eight (8) months upon presentation of a written deduction authorization signed by the employee on or before September 15 of any year the employee begins payroll deductions under this Agreement. Such authorization will remain in effect until written notice of discontinuation has been filed by the employee with the Board's Treasurer.
- Section 2.** Any employee may have his/her contribution to a tax-deferred annuity, the Credit Union, FCPE, the United Way, and the College Advantage Tuition Trust deducted from his/her pay upon presentation of a written deduction authorization signed by the employee, in accordance with the rules and regulations approved by the Board. Employees shall be limited to one (1) deduction change per month.
- Section 3.** The Association agrees to indemnify and hold the Board harmless against any and all claims that arise out of members' deductions.
- Section 4. Fair Share.**
- A. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Sandusky Non-Teaching Employees Association, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

- B. 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. Payroll deduction of such fair share fees shall begin at the first payroll on or after January 15<sup>th</sup>.
- D. The Superintendent or designee of the Board shall notify the Association Treasurer within five (5) calendar days of any bargaining unit member's termination, non-renewal, leave of absence, or any other change in the employment relationship between the bargaining unit member and the Board.
- E. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- F. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- G. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- H. 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:
  - 1. 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:
  - 2. The Association shall reserve the right to designate counsel to represent and defend the employer;

3. 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 part if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;
4. 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 misapplies such fair share fee provision herein.
5. Fee payers shall not be entitled to use the grievance procedure or bring action against the Board for collecting the fair share fee.

**Section 5. Direct Deposit.**

- A. All employees hired after July 1, 2009, shall be paid by direct deposit. Notification of direct deposit shall be by e-mail only, except for food service and transportation employees, who will be given a paper pay stub upon written request to the Treasurer.

**ARTICLE 7**

**Grievance Procedure**

**Section 1. Definitions.**

- A. A "grievance" is a claim by a member of the bargaining unit, a group of members of the bargaining unit, or the Association, that there has been a violation, misapplication or misinterpretation of one (1) or more of the provisions of this Agreement.
- B. A "day" in this section shall mean a school day.

The number of days indicated at each level shall be considered as maximum and should be adhered to in expediting the procedures, unless otherwise extended by mutual agreement of the parties.

When it is specified in the procedure that an action shall be accomplished within a specified number of days, the first day of the time period shall be the first day immediately following the day of the event which causes the time period to begin.

During the months school is not in session, grievances will be processed by using calendar days at all levels.

Any grievance process initiated during the school year, yet incomplete prior to the end of the current school year, will continue into the summer months unless undue hardship is shown by either party.

**Section 2. Purpose.**

The purpose of this procedure shall be to obtain at lowest level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

**Section 3. General Provisions.**

- A. Both parties agree that grievance proceedings should be handled in as confidential manner as may be appropriate to any level of the procedure.
- B. Nothing contained herein shall be construed as limiting the individual rights of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of this Agreement.
- C. Record of the grievance proceedings shall be confidential information, and shall be filed separately from the personnel files of the participants.
- D. Representation of choice may be used by any party involved in the grievance procedure at any level. The Association also has a right to have a representative of its choice present to observe as well.
- E. Written copies of all dispositions shall be sent to the grievant(s) and the Association President.
- F. A grievance may be withdrawn at any level without prejudice to other grievances, but the specific grievance which is withdrawn may not be reopened.
- G. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office, and designated officials of the Association, including Building Representatives and members of the Association Grievance Committee.

#### **Section 4. Procedure.**

The grievant(s) shall initiate action within fifteen (15) days of the event or condition upon which the grievance is based. The grievant(s) may institute or establish his/her grievance with the appropriate administrator and/or their representative. The appropriate administrator and/or their representative shall be interpreted as the individual whom the grievance is filed against or with the filed against administrator who has the authority and/or capacity to grant relief sought. Lack of adherence to the time limits by the administration will result in the grievance being processed to the next level. Time limits may be extended only by mutual agreement of all parties concerned.

##### **LEVEL ONE – INFORMAL**

Within fifteen (15) days of an event or condition that an individual considers a grievance, he/she shall discuss the problem with his/her immediate supervisor, and/or their representative, or with the Principal to resolve the problem without filing a formal grievance.

##### **LEVEL TWO – FORMAL**

In the event the grievant(s) is not satisfied with the disposition at Level One, or no decision has been rendered within five (5) days after the informal meeting, he/she may initiate the formal proceedings.

In all levels of the formal proceedings, official Grievance Report Forms, Exhibit A, shall be made in triplicate; one (1) for the grievant(s); one (1) for the administration; one (1) for the Association.

Within five (5) days of the filing of a formal Grievance Report Form at Level Two, the appropriate administrator shall meet with the grievant to discuss the issues stated in the grievance. The disposition by the administrator shall be added to the Grievance Report Form in triplicate within five (5) days after such meeting.

##### **LEVEL THREE**

If the grievant(s) is not satisfied by the disposition of the appropriate administrator at Level Two, the grievant(s) may request a hearing with the Superintendent or his/her designee within five (5) days after the written disposition in Level Two, by completing Level Three of the Grievance Report Form in triplicate and submitting it to the Superintendent. Within the next five (5) days a hearing shall be arranged between the grievant(s) and the Superintendent or his/her designee. The disposition of the Superintendent or his/her designee will be completed within five (5) days of this meeting.



## **LEVEL FOUR**

If the grievant(s) and the Association are not satisfied with the disposition in Level Three, he/she may demand that the issue be submitted to arbitration within five (5) days after the Level Three disposition. No grievance shall proceed to arbitration without approval of the Association.

The arbitration shall be conducted in compliance with the American Arbitration Association's voluntary rules and regulations.

The grievant's request for arbitration shall be sent to the Treasurer of the Board of Education. Within five (5) days following receipt of the grievant's request for arbitration by the Treasurer, the Board or its designated representative and the grievant(s) or his/her designated representative shall mutually petition the American Arbitration Association to provide both parties with a list of nine (9) names from which an arbitrator will be selected and notified in accordance with the rules of the American Arbitration Association.

The arbitrator will render the written decision and award as soon as possible following the closing of the record on the case. His/her decision shall be final and binding on the Association, its members, the employee or employees involved, the Board of Education, the Superintendent and all other agents of the Board of Education. All meetings held by the parties pursuant to the provision of this section shall be scheduled to commence at a time agreeable.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this collective bargaining contract, nor add to, detract from, or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. Nor shall the arbitrator have any authority to rule to the contrary to the law of the State of Ohio. 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 costs of arbitration shall be borne by the losing party.

## **ARTICLE 8**

### **Leaves of Absence**

#### **Section 1. Sick Leave.**

- A. All full-time employees shall accumulate sick leave credit at the rate of one and one-quarter (1-1/4) days per month under contract (including summer months.)

- B. All new full-time employees will be advanced a total of seven (7) days of their sick leave credit upon their initial employment if they do not have transferable accumulated sick leave from prior employment. If an employee's employment ends prior to the repayment of sick leave advanced, he/she will have the per diem amount deducted for said unearned sick leave from the last salary check issued by the Board's Treasurer.
- C. A total of fifteen (15) days of sick leave may be earned in any twelve (12) month period. The accumulation will be unlimited.
- D. Regular part-time employees hired before July 1, 2012, shall accumulate sick leave credit equal to the time actually worked at the same rate as that granted full-time employees. New regular part-time employees hired on or after July 1, 2012, shall accumulate sick leave credit equal to the time actually worked at the same rate as the granted full-time employees, calculated in the same manner as the ratio of sick leave granted to hours of service established by O.R.C. §124.38.
- E. Sick leave may be used for any absence of the employee due to personal illness, injury, medical appointments, physical disability, including pregnancy, exposure to a contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.
- F. For purposes of this Article "immediate family" includes father, mother, sister, brother, husband, wife, child, father-in-law, mother-in-law, daughter-in-law, and son-in-law, stepmother, stepfather, grandchild, and grandparents.
- G. Upon returning from sick leave, the employee shall complete a Sick Leave Form electronically.
- H. The Superintendent or designee may request medical documentation for employee use of extended sick leave when the Superintendent or designee determines that reasonable cause for such a request exists. If an employee is going to have surgery causing an absence of three (3) or more consecutive work days, then s/he will give advance notice of the impending absence to his/her Supervisor.
- I. Employees shall not be required to find their own substitutes in order to take their sick leave.

**Section 2. Bereavement Leave.**

- A. In the case of death in the immediate family or a person who stands in the same relationship as an immediate family member, the employee may have up to three (3) days paid leave annually. At the discretion of the Superintendent, this period may be extended.
- B. Absence for the first three (3) days of bereavement leave shall not be deducted from sick leave.
- C. In the event the bereavement leave period is extended for more than three (3) days annually, the ensuing days absent will be deducted from sick leave.
- D. At the discretion of the Superintendent, an employee may be granted sick day(s) for the death of a close friend not in the immediate family.

**Section 3. Child Care Leave.**

- A. An employee in the Sandusky City Schools shall be granted an unpaid child care leave to care for a natural or adopted child in accordance with the following specifications:
  - 1. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) calendar days prior to the beginning date of the requested leave of absence. The written application shall specify the proposed dates the leave is to commence and terminate, but in each case the dates approved by the Superintendent shall be those least disruptive to the educational process.
  - 2. A child care leave shall not be granted beyond the balance of the school year, however, the child care leave may be renewed for one (1) additional contract year, upon the recommendation of the Superintendent and with the approval of the Board. An employee requesting reinstatement from a child care leave shall submit such request in writing not later than April 1 of the contract year preceding the anticipated return to work. Failure to provide the written request to return from child care leave prior to April 1, will result in termination of the employee's contract.
  - 3. Once the leave is approved by the Superintendent and the Board, it may be altered or cancelled with the approval of the Superintendent, the Board, and the applicant.

- B. An employee on child care leave shall not be entitled to advancement on the salary schedule for the period of absence, nor shall any sick leave accrue during that time.
- C. Upon returning from leave, every reasonable effort to return the employee to an assignment comparable to that held prior to the leave will be made.
- D. If the insurance carriers permit, employees may continue any and all group insurance coverage at their own expense by reimbursing the Board for premium costs during the period of absence. Failure of the employee to forward premium payments to the Board at the stipulated times will terminate this option. If an employee is on leave the last working day of the school year, continuation of insurance coverage during the summer recess shall be at the employee's expense. Board payments for insurance shall resume effective the first day the employee returns from leave.

**Section 4. Family and Medical Unpaid Leave.**

The Board will comply with Federal Law regarding FMLA. Federal law can be accessed by employees at [www.dol.gov/esa/whd/fmla](http://www.dol.gov/esa/whd/fmla).

**Section 5. Personal Leave.**

- A. Personal leave may be granted to employees without loss of pay for the reasons enumerated below. Requests for personal leave shall be presented on personal leave application forms to the building principal as far in advance of the leave as is possible and shall define the reason for the request. The building principal shall have the initial responsibility to grant or refuse a request for personal leave. However, questionable requests shall be decided after discussion with the Superintendent or his/her designee. Employees will receive notice from their building principals of the action taken on their requests in writing. Every effort will be made to provide timely response to the employee request and said response shall be prior to the day requested. A copy of the written request and decision will be forwarded to the Superintendent for filing in the personnel file.
- B. Personal leave may not be taken for: extending vacations, absence due to inclement weather, accompanying a spouse or member of the family on trips, occasions of social or recreational nature, or requests of a similar nature that can be scheduled other than when school is in session. No personal leave will be granted except for emergencies, on a school day preceding or following a school vacation/holiday period, during the first or the last week of the school year, or in cases where the services of a substitute employee are not available. Occasions of a "social nature" do not include transporting a family member to or from public transportation.

Personal leave shall not be taken to earn money or seek employment nor shall such leave be used by an employee for financial benefit.

1. Three (3) personal leave days per contract year will be granted in accordance with the restrictions set forth above if leave is for one of the following activities which cannot be conducted outside the regular work day:
  - a. Compulsory court appearance, settling of a will or an estate, real estate closings or similar personal legal business.
  - b. Weddings of employee or immediate family members.
  - c. Award ceremonies or graduation ceremonies of employee or immediate family members.
  - d. Meeting U.S. Military obligations of employee or member of immediate family for which no compensation is received.
  - e. Observing religious holidays.
  - f. Attending to emergency home repairs of employee due to calamity or natural disaster.
  - g. For any other personal business that cannot be conducted outside the school day. Personal business does not include leisure or recreation activities nor working another job, including self-employment.
2. Regular part-time employees shall be entitled to personal leave equivalent to the number of hours actually worked per day for each day of personal leave.
3. For employees who worked an entire school year, all unused personal leave days shall be converted to sick leave in July after the end of the school year and, if elected by the employee, one of the unused personal leave days can be carried over to the next school year for use as an additional personal leave day in lieu of that unused day being converted to sick leave.

**Section 6. Assault Leave.**

- A. Any employee who is assaulted while performing assigned duties shall be granted a paid Leave of Absence for the period designated by the employee's physician, and said days shall not be deducted from Sick Leave.

- B. For receipt of Assault Leave, the employee must file a Police Report and cooperate with the legal authorities in any prosecution. An employee may either receive Workers' Compensation temporary disability payments or Assault Leave for the days of absence.
- C. If the employee receives any payment for lost wages for a Court suit, the Board shall be reimbursed for any Assault Leave payments that are specifically granted in the Court suit.

**Section 7. Court Leave.**

- A. Employees required to be absent from duty in response to a subpoena or jury summons in a court case, or an administrative hearing in which the employee is not a party, shall be paid the difference between their regular compensation and the remuneration for serving as a juror or witness, excluding reimbursement for expenses incurred by reason of such subpoena or summons. The employee will endorse and forward any compensation to the Board Treasurer.
- B. Employees required to be absent from duty for any court proceedings or administrative hearing in which the employee is a party, will not be paid for the period of absence, unless the absence is authorized by the Superintendent or his/her designee.

**Section 8. Military Leave.**

Military leave shall be granted to employees pursuant to Ohio Revised Code and Federal Law.

**Section 9. Professional Leave.**

Attendance at Professional Meetings. Employees will be entitled to consideration for attendance at professional meetings or conferences relating to their assigned position in the school upon submission of the proper application to the building principal or immediate supervisor and upon approval by the appropriate division administrator and Superintendent or designee, based upon the following guidelines:

- A. Priority shall be given to attendance at meetings designated for improvement of the professional competence of the employee in the assigned position in the schools.
- B. Leave for professional meetings or conferences will not be charged against personal leave provided it is approved, in advance, by the principal, division administrator and Superintendent or designee.

- C. Authorized expenditures for professional meetings shall be limited to those amounts appropriated for this purpose during any one (1) fiscal year.
- D. When limited finances make it impossible for the Board to reimburse an employee for a professional meeting, leave may be granted with the understanding that the applicant is responsible for all expenditures connected with the leave.
- E. The completed expense voucher attached to each professional meeting application form shall be completed and submitted with itemized bills as appropriate pursuant to Board of Education Policy upon return from the professional meeting.

**Section 10. Association Leave.**

- A. The Association will be granted fifteen (15) days leave to conduct Association business.
- B. Members of the Association shall be granted one (1) hour release time without loss of pay to attend up to four (4) Association Membership Meetings which occur outside of the regular school day. Employees that stay for the entire meeting (beyond the one (1) hour) will make up time before or after their normal shift. In addition, Officers or Executive Committee members of SNTEA shall be granted an additional one (1) hour release time without loss of pay to attend up to four (4) Executive Committee Meetings which occur outside of the regular school day.
- C. Such leave shall be taken at the sole discretion of the Association President for Association business and shall be taken in quarter-day increments with at least twenty-four (24) hour prior notice to the Superintendent or designee.

**ARTICLE 9**

**Expense Reimbursement**

- Section 1.** Employees who incur expenses in carrying out their authorized duties shall be reimbursed upon submission of a properly filled out and approved voucher and such supporting receipts as are required by the Treasurer. The Board will pay full cost of tuition and fees for approved courses, workshops, seminars, inservice training sessions, or other programs which an employee is required to take by the administration.

Employees taking courses required for maintaining certification/licensing in assigned areas shall be fully reimbursed at 100% costs within the amounts allocated in the Professional Improvement Fund as provided in Article 15, Fringe Benefits.

Expense reimbursements as listed above shall be paid to the employee within thirty (30) days of the submission of documentation to the required supervisor. Documentation of expenses shall be submitted to the required supervisor within thirty (30) days following the month in which the expenses are incurred.

**Section 2.** In order to be reimbursed, such expenses will be approved if incurred in line with budgetary allocations for the specific type of expense.

**Section 3.** When official travel by a personally owned vehicle has been authorized by the Superintendent, mileage payment shall be made at the rate currently authorized by the Board.

**Section 4.** The rate of reimbursement for mileage payments shall be adjusted annually to the then current rate allowed by the U.S. Internal Revenue Service to be effective on the first of the month after the announcement date or effective date of the change, whichever is later.

**Section 5.** All employees required to drive a school vehicle must prove insurability and maintain insurability. If an employee is required to use his/her vehicle to conduct district business, then the district shall provide liability insurance coverage on both the employee and the vehicle. If liability insurance coverage becomes unavailable or unattainable for whatever reason then an employee shall not utilize his/her vehicle to conduct district business.

**Section 6.** The Sandusky Board of Education shall take no action to comply with the No Child Left Behind Act of 2001 that affects the terms and conditions of the employment of bargaining unit members without negotiating those actions.

**Section 7.** If an employee is required to take a drug test or physical examination, the Board will reimburse employees, excluding mileage, for any documented expenses directly associated with such drug test or physical examination.

## **ARTICLE 10**

### **Retirement**

**Section 1. Retirement System.**

All employees shall be participants in the State Employees Retirement System.



## **Section 2. Retirement Severance Pay.**

### **A. Eligibility.**

The Board shall pay, upon retirement or death, severance pay to each employee who qualified for age and service retirement under the School Employees Retirement System or to the employee's estate. Retirement severance pay shall be paid only for those individuals who at the time of retirement or death are/were employed by the Sandusky City Schools for a minimum of five (5) years at the time of retirement or death and (1) who have completed twenty-five (25) or more years of service under the state retirement system, or (2) who have attained age sixty (60).

### **B. Computation.**

Retirement severance pay shall be paid on the basis of retirements at the rate of twenty-five percent (25%) of accrued but unused sick leave up to a maximum of seventy-five (75) days. Also, such employee shall receive an additional severance benefit of ten percent (10%) of all unused sick leave over three hundred (300) days. Said retirement severance pay shall be computed on the basis of the number of days in the employee's contract year for the last full year prior to retirement or death and shall not include overtime or other supplemental pay.

### **C. First Opportunity Retirement Incentive.**

In addition to the severance payment provided in Subsections A and B above, individuals who attain the SERS retirement eligibility qualification of thirty (30) years of service or sixty (60) years of age with a minimum of five (5) years in district employment, and who submit their retirement resignation (disability retirement does not qualify) by April 15<sup>th</sup> and retire by July 1<sup>st</sup> shall receive a lump sum payment equaling twelve percent (12%) of the unused sick leave of that employee at the time of retirement, with computation of the employee's per diem rate of pay as in "B" above or thirty (30) days, whichever is larger. Those bargaining unit members who qualify for the retirement incentive must notify the Treasurer not later than April 15<sup>th</sup> in their last year of employment eligibility to receive the first opportunity retirement incentive. Failure to notify the Treasurer by April 15<sup>th</sup> shall disqualify the bargaining unit member from the first opportunity retirement benefit.

### **D. Application and Payment.**

This retirement severance payment and the first opportunity retirement incentive payment shall be paid on one installment(s) to any employee eligible by reason of retirement. The payment shall be made during the first month of January following the employee's effective date of

retirement. Requests for retirement severance pay shall be made in writing to the Treasurer of the Board at the time of retirement. Prior to making such payment the Treasurer shall have evidence that the employee to receive payment is in a status of retirement. Payment of retirement severance pay shall be considered to eliminate all sick leave credit accrued by the employee at the time of retirement. In the event of the death of an eligible employee, severance pay as outlined in "A" above shall be issued with the final payment of accrued wages.

E. Severance Pay Upon Death.

Even if a member of the bargaining unit is not eligible for retirement, but s/he dies while employed by the Sandusky City Schools, then twenty-five percent (25%) of his/her accrued but unused sick leave, up to a maximum of seventy-five (75) days, shall be paid to his/her estate.

## ARTICLE 11

### Performance Evaluation Procedure

- A. A written summative evaluation will occur annually for all employees and shall include the evaluation of the employee's total performance in his/her assigned position. After two (2) consecutive years of satisfactory performance, the evaluator will only be required to conduct evaluations for the employee once every two (2) years.
- B. All summative evaluations shall be documented on evaluation forms jointly developed by the District and SNTEA.
- C. Evaluation of employees shall be based upon the supervisor's assessment of a bargaining unit member's work and/or work product.
- D. Each bargaining unit member, upon his/her employment or at the beginning of the school year in which the employee will be evaluated, whichever is later, shall be apprised in writing of the general criteria upon which he/she will be evaluated.
- E. All evaluations shall be reduced to writing, and a copy shall be given to the bargaining unit member. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.
- F. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in writing within a reasonable time after the deficiencies are noted. The supervisor will suggest means of improvement in writing.

- G. Following each written summative evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report form prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation.
- H. All written evaluation documents are to be placed in the bargaining unit member's personnel file. The evaluation form may be revised by the Administration and SNTEA to be consistent with job classification duties. The Association President will be provided with a copy of the forms and will be given thirty (30) workdays for input prior to implementation. Employees will be given copies of the evaluation form at the time of the evaluation conference.
- I. In no event shall a teacher or librarian assess an employee other than offering the supervisor written comments.
- J. All evaluations shall be completed by May 30<sup>th</sup> and a copy of the evaluation form given to the employee within a reasonable time after the conference.
- K. The employee's signature does not necessarily indicate agreement with the evaluation but indicates that the evaluation has been read and discussed with the evaluator. The evaluation form shall indicate the prior statement.
- L. Employees shall have a right to file a rebuttal to the evaluation which must be filed within ten (10) calendar days after receipt of the evaluation, which statement shall be attached to the evaluation.
- M. Bargaining Unit Members shall not evaluate other Bargaining Unit Members.

## **ARTICLE 12**

### **Assignments and Transfers**

**Section 1.** Staff members will be assigned on the basis of a collective analysis of seniority, employee assessments, qualifications, the needs of the district as determined by the Superintendent of Schools, and staff member expressed desires, pursuant to the following guidelines:

**Section 2. General Procedure.**

- A. Nothing herein shall be construed as limiting the district's ability to advertise, interview, and employ, for any position, individuals currently not holding a position within the Sandusky City Schools. Bargaining unit members who have applied for a vacancy shall be considered prior to hiring an outside candidate.

- B. Within an individual school, a principal shall make personnel assignments in consultation/approval of the appropriate central office administrator. Annually, the principal shall have the opportunity to re-organize the personnel configurations of educational aides only in his/her building within defined classifications. Said annual re-organization for the new school year (or July 1, based upon appropriateness) shall be in place no later than August 1.
- C. Annually each staff member will receive and complete an employment questionnaire that requests information concerning the staff member's objectives for the forthcoming school year in such areas as continuation in present position, transfer to a new position, resignation from the school district, retirement, or indefinite plans, and an opportunity to request an individual interview where appropriate. The Superintendent or designee shall be required to notify in writing all employees who apply for an opening as to the outcome of the job bid process, as well as the S.N.T.E.A. President.
- D. The following classifications shall be used for the purpose of defining classification seniority in the event of reduction:
- Department: Office Workers
    1. Office Worker II
    2. Office Worker I
  
  - Department: Custodial
    1. Maintenance
    2. Head Custodian
    3. Custodial Class II
    4. Custodial/Housekeeping Class I
  
  - Department: Cafeteria
    1. Cafeteria Managers
    2. Cafeteria Workers
  
  - Department: Transportation
    1. Bus Drivers
    2. Bus Mechanics
    3. Transportation Aides
  
  - Department: Paraprofessionals
    1. Library Paraprofessionals
    2. Classroom Paraprofessionals
    3. One-on-One Paraprofessionals

- Department: Graphics Specialist
- Department: Courier

**Section 3. Principal/Administrator-Initiated Transfers.**

- A. The principal/administrator will hold a conference with the staff member involved and an Association representative (if requested by the employee) to explain why the transfer or reassignment is necessary.
- B. If means attempted to remedy the situation are ineffective, a transfer may be initiated by the principal/administrator through the Superintendent or designee with the knowledge of the staff member involved. Bargaining unit members subsequently assigned will not be placed on a lower step (salary schedule, wage scale) due to an involuntary transfer.
- C. In the event the staff member disagrees on the assignment or transfer, a conference of the staff member and the appropriate central office administrator will be held. If the administrative decision is not satisfactory to the staff member, he/she may then elect to pursue remedy up through but not beyond Level IV of the Grievance Procedure of Article VII of this Agreement.

**Section 4. Central Office-Initiated Transfer for School Organizational Purposes.**

- A. In the event a transfer becomes necessary, the Superintendent or designee will hold a conference with the affected staff member and an Association Representative (if requested by the employee) to inform the staff member why the transfer or reassignment is necessary.
- B. The affected staff member shall be given an opportunity to discuss available positions for which the staff member may qualify.
- C. Seniority shall control who shall be transferred out of a building/classification when such transfer is necessitated by enrollment changes and/or other student population shifts and/or re-definition of facility utilization.
- D. The transfer of a staff member is executed by the affected individual selecting one (1) of the following options:
  - 1. To stay in the currently assigned building, in concert with Section 2 C, and be assigned to an equivalent position within the currently held classification which will be maintained at that building. The assignment of staff members will consider staff preference. If two (2) or more staff members have the same position preference, seniority will determine the assignment.

2. To be assigned to a building where the staff member can continue in their current assignment, thereby waiving seniority considerations as outlined in Section 4, C. The assignment of staff members to a new building will consider staff preference. If two (2) or more staff members have the same position preference, seniority will determine the assignment.
- E. Staff members affected by Section 4 provisions will not be involuntarily transferred for a period of one (1) school year, except for the purpose of racial balance or to recall staff members from the Reduction-in-Force List.

**Section 5. Staff Member-Initiated Transfers.**

- A. Staff members transferred or reduced-in-force due to program funding considerations, return from leaves/RIF, enrollment changes, student population shifts, and/or re-definition of facility utilization, shall be reassigned to the position if the position is reinstated, (or any position that may become available or vacant in the same building for which said staff member is qualified) in accordance with Article 13.
- B. A vacancy will be defined as a newly created position or a present position that is not filled and anticipated to be filled. Except where the Administration determines that a position is under consideration to be reduced or reorganized, all vacancies shall be attempted to be posted within two (2) weeks and filled within sixty (60) days of the initial posting.

All vacancies will be posted in a conspicuous place in each building of the district for a period of five (5) workdays. Said posting will contain the following information:

1. Type of assignment/classification
  2. Location of initial placement of assignment
  3. Anticipated starting date
  4. Projected rate of pay and anticipated hours to be worked
  5. Minimum requirements and qualifications
- C. Interested bargaining unit members may apply in writing to the Superintendent or designee within the five (5) day posting period. Bargaining unit members will be notified of vacancies occurring during the summer months through established posting communications inserted in scheduled paycheck envelopes.

D. From within the affected classification, seniority, employee assessments, attendance, licensing, past experience, and progressive discipline status will collectively determine the filling of vacancies. Should no bargaining unit member from the affected classification apply, the vacancy may then be filled by a qualified applicant from other classifications. Filling of vacancies will be based upon the lowest numeric ranking of factors as follows:

1. The most senior staff member in the classification will be awarded a ranking value of one (1); second most senior staff member in the classification will be awarded a ranking value of two (2); etc.
2. The most senior staff member in the department will be awarded a ranking value of one (1); second most senior staff member in the department will be awarded a ranking value of two (2); etc.
3. The highest rating on an assessment shall receive a ranking of one (1); the second highest rating on an assessment shall receive a ranking value of two (2) etc.
4. Possession of appropriate current licensing will result in the award of a ranking value of one (1); non-possession will result in a ranking value of three (3).
5. Possession of no record of progressive discipline within eighteen (18) months of vacancy consideration will result in the award of a ranking value of one (1); the application of progressive discipline within eighteen (18) months of vacancy consideration will result in the tallying of ranking values per incident as follows: two (2) – discipline below the level of suspension without pay; three (3) – discipline at or above the level of suspension without pay.
6. The staff member with the best attendance record in the past three (3) years shall receive a ranking of one (1); the second best record of attendance in the past three (3) years shall receive a ranking value of two (2) etc.

The staff member with the lowest total ranking value will be assigned the position.

If the final numeric ranking of two (2) candidates is identical, seniority will be the determining factor.

E. Appropriate tests may be administered to applicants based upon software programs currently used in the buildings, tools, or skills of the position posted. Results shall be shared with the employee and with the Building Principal/Supervisor conducting the interviews.

Once the posting period is ended, Building Principals and/or Supervisors shall interview current bargaining unit member applicants using the numeric ranking of factors from Part D above. Based on those factors, a recommendation shall be given to the Superintendent or his designee, who will then make his/her own recommendation to the Board for employment.

- F. Within a reasonable period after the expiration of the posting, all applicants will be notified in writing of the personnel decision(s) with a copy provided to the Association.

## **ARTICLE 13**

### **Reduction in Work Force, Layoff, and Recall**

**Section 1.** Employees may be laid off as a result of lack of funds, lack of work, abolishment of position, reorganization for an efficient operation, for reasons of economy, and for return of senior employees from leaves of absence.

The Board agrees not to sub-contract work assignments for the purpose and intent of the elimination of a current and in-place classification of employment, as identified in the listing of classifications, Article 12, Section 2, D, for the duration of this contract.

**Section 2. Layoff.**

Whenever it becomes necessary to reduce employees by reasons stated above affected employees shall be reduced, within the classification according to seniority, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board, computed from the latest date of hire. Authorized leaves of absences do not constitute an interruption in continuous service. In cases of identical seniority, the birthdate shall be the deciding factor.

The following classifications shall be used for the purpose of defining classification seniority in the event of reduction:

- Department: Office Workers
  1. Office Workers II
  2. Office Workers I
  
- Department: Custodial
  1. Maintenance
  2. Head Custodian
  3. Custodial Class II
  4. Custodial/Housekeeping Class I



- Department: Cafeteria
  1. Cafeteria Managers
  2. Cafeteria Workers
  
- Department: Transportation
  1. Bus Drivers
  2. Bus Mechanics
  3. Transportation Aides
  
- Department: Paraprofessionals
  1. Library Paraprofessionals
  2. Classroom Paraprofessionals
  3. One-on-One Paraprofessionals
  
- Department: Graphics Specialist
  
- Department: Courier

The Board shall determine in which classification(s) the reduction(s) should occur and the number of employees to be reduced. Not less than twenty (20) days before the Board acts to implement a reduction in force under this procedure, the Superintendent shall notify the Association President of the reduction. At the request of the Association President, and prior to Board action to implement a reduction, a meeting shall be held between the Board and Association representatives to discuss the effects of the reduction. At least ten (10) working days prior to the effective date of reductions, the Board shall prepare and post for inspection in a conspicuous place a list containing the name, seniority dates and classifications and indicate which employees are to be reduced. Each employee to be reduced shall be given advance written notice of the reduction. Each notice of the reduction shall state the following: (1) reasons for the reduction, and (2) the effective date of the reduction. At least ten (10) days prior to Board action implementing a reduction in force, each affected employee shall be notified jointly by the Superintendent or designee and the Association President or designee.

Layoffs shall be in accordance with the following sequence. An employee scheduled to be laid off or bumped shall:

- A. Displace the least senior employee according to the classification seniority in his/her classification with equal to or less than the employee's current hours and days providing said employee is qualified.
  
- B. Displace the least senior employee according to department seniority in a "lower" classification within his/her department in which the employee had previously worked with equal to or less than the employee's current hours and days, if qualified.
  
- C. Displace the least senior employee from a previously worked classification in another department working equal to or less than the employee's current hours and days where the employee has more classification seniority and is qualified.

- D. Displace the least senior employee with less department seniority in a previously worked “lower” classification within previously worked department with equal to or less than the employee’s current hours and days, if qualified.
- E. If the employee would suffer more than a two (2) hour reduction, the employee may elect to be laid off.

**Section 3. Reinstatement.**

- A. For the classification in which the reduction occurs the Board shall prepare a reinstatement list in the reverse order of the reduction. Reinstatement shall be made from this list before any new employees are hired in the District or any employee is reinstated from the probationary list. Vacancies which occur in the classification or reduction shall be offered to or declined in writing 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.
- B. The employee’s name shall remain on the appropriate list for a period of twenty four (24) months from the effective date of reduction. If reinstated from reduction during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.
- C. The reinstatement notice shall be sent by certified mail to the last known address of the employee. The employee must respond, in writing, within five (5) working days of receipt of reinstatement notice as determined by the date on the return receipt or the employee shall be removed from the reinstatement name list. The employee is responsible for keeping the Board advised of the current address. The Board notification of reinstatement to the last known address meets the Board’s responsibility.
- D. Employees who work as a substitute or in a job with fewer hours from the job held at the time of layoff will not have their recall rights to a comparable job held at the time of layoff altered due to the substitute or part-time work.

**Section 4. Seniority List.**

The Association President shall be furnished the seniority list of all bargaining unit employees by March 1st of each school year. The seniority list shall specify the hiring date in the most recent classification, the overall department(s) seniority and hiring date(s) in any previous classification(s). The list shall also be posted in conspicuous places for individual employees to review and a copy provided to

each building representative and the Association President. Any employee who believes the list is inaccurate shall notify the Association of the alleged error. The alleged error will be investigated by the Association and the Administration, and if valid, the appropriate change will be made.

## **ARTICLE 14**

### **Employee Discipline/Discharge/Termination**

#### **Section 1. General Disciplinary Procedures.**

- A. Discipline shall be imposed on employees only for just cause. Discipline may include oral or written reprimand, suspension, disciplinary reduction, and termination.
- B. Disciplinary action shall be for incompetency, inefficiency, dishonesty, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of reasonable rules and regulations of the Board of Education, violations of federal, municipal, and state laws, any other failure of good behavior, and any other acts that may be construed as misfeasance, malfeasance, or nonfeasance.
- C. A written or verbal reprimand shall only be imposed following a conference within five (5) working days of the event or discovery of the event. An employee may be accompanied to any such conference by a representative of his/her choice.
- D. The meeting may be with the immediate supervisor or his/her designee. Such employee may be accompanied by a member of the Association.
- E. The Board agrees that no employee will be reprimanded in the presence of any other employee, students, or parents of students, except in cases of emergency situations.

#### **Section 2. Guidelines.**

The following are guidelines for progressive disciplinary action needed to correct employee job performance deficiencies in accordance with the negotiated job descriptions.

These are only guidelines and, depending upon the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be initiated at any step.

**Step 1 – Verbal.**

Written notification of a warning to the employee and a copy to the employee's personnel file.

**Step 2 – Reprimand.**

Written reprimand to the employee with a copy to the employee's personnel file.

**Step 3 – One (1) to Fifteen (15) Day Suspension.**

Penalty from one (1) to fifteen (15) days suspension with loss of pay may be given; all suspension and/or loss of pay must be with the Superintendent's approval. Written copy to the immediate supervisor, personnel file, and the employee.

**Step 4 – Termination.**

Written copy to the immediate supervisor, personnel file, Board, and to the employee.

**Section 3. Due Process Procedure.**

Before an employee may be suspended without pay, terminated, transferred, or reduced for disciplinary reasons, the following procedure shall be followed:

- A. The employee shall have the right to a preliminary hearing to be conducted by the Superintendent or his/her designee. This preliminary hearing shall be informal and shall not be an evidentiary hearing. The employee may be accompanied at the hearing by a representative of his/her choice. The employee shall have not less than two (2) days notice of the time and place of the preliminary hearing. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver of his/her right to such hearing.
- B. At the preliminary hearing, the employee shall be advised by the Superintendent or his/her designee of the nature of the charges against him/her and shall be given the opportunity to respond by way of explanation or defense.
- C. Following this hearing, the Superintendent or his/her designee may conduct a further investigation concerning any matters which may have been raised during the hearing or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such recommendation as

he/she deems appropriate. The employee shall be notified in writing of any action taken.

- D. Following the preliminary hearing in any case wherein the Superintendent or his/her designee imposes a suspension of more than three (3) working days or termination, the Superintendent or his/her designee shall furnish such employee with a copy of the order of suspension or recommendation of termination, which order shall state the reasons therefore.
- E. If the Superintendent or his/her designee recommends a suspension of more than three (3) working days or if the employee has been terminated, the employee shall have the right to meet with the Board at the next scheduled Board meeting to present his/her case prior to Board action on the recommendation. The employee shall have the right to representation at this meeting. The decision of the Board shall be in writing and given to the employee.
- F. Any notices or other documents required by this Article shall be served on the employee in person or by certified mail. In the event of certified mail, service shall be deemed complete seventy-two (72) hours after mailing.
- G. The provisions of this Article do not apply to the removal of an employee during his/her probationary period.
- H. Only procedural compliance with this article may be grieved.

**Section 4.** The Board shall have the authority to dock the pay of any employee for misuse, abuse, and misrepresentation of any leave provision and/or the failure to report timely for work.

**Section 5.** It is expressly understood that the Civil Service Commission shall have no authority or jurisdiction as it relates to the discipline of bargaining unit personnel.

**Section 6.** Employees are subject to special reporting requirements for violations of the motor vehicle laws as outlined in O.R.C. 3327.10(D)(1). Employees must report in writing convictions of traffic violations and suspensions and revocations of his/her commercial driver's license with the Superintendent or designee. No employee may drive a school bus or vehicle for the District after conviction, suspension, or revocation until he/she files the notice with the appropriate administrator. Failure to report such violation will result in appropriate discipline.

## ARTICLE 15

### Fringe Benefits

#### Section 1. Insurance.

- A. The current, established and in-place self-insurance health plan of the Sandusky City Schools shall be identified as the Sandusky City Schools Health Plan (known as Health Plan). The Health Plan shall be governed by a Health Benefits Board consisting of three administrators and three members appointed by the President of S.N.T.E.A., who may meet as needed. The votes of this Health Benefits Board will be equally divided between the administrators, who will represent the interests of the Board of Education, and the Association members, who will represent the interests of their membership. After ratification, the Health Benefits Board is empowered by the Board of Education and the Association to take such actions necessary as a Health Benefits Board to provide medical, dental, prescription drug and vision insurance to representative employees at funding levels determined by the Health Benefits Board. A vote of two-thirds of all identified Board Members will be required to approve the actions of the Health Benefits Board in the interest of driving the Health Benefits Board to reach consensus.
- B. The Health Benefits Board will determine additional courses of action that will be necessary to provide health benefits including competitive bidding for health insurance services and address the increased cost of employee usage of health benefits.
- C. The Health Benefits Board will be responsible for maintaining a positive Health Insurance Account Balance under the agreed upon balance funding levels for each year.
- D. The S.N.T.E.A. further agrees that any other bargaining unit working in the Sandusky City Schools who enters into a similar agreement with the Board may become part of the Health Benefits Board. If and when this happens, the total number of votes on the Health Benefits Board will remain equally divided between the Administration and the Associations such that the total number of Association votes equal the total number of votes held by the Administration.
- E. The Health Benefits Board shall hold at least one (1) annual open meeting for all the employees of the district to attend and ask questions about their health coverages.
- F. Insurance coverage for new employees shall become effective on the first of the month following the date of commencement of duty or on September 1, if duty commences at the beginning of a school year.

1. Health.

The Board will provide each employee with comprehensive hospitalization and surgical-medical insurance, including major medical and a scheduled dental insurance program as follows: The Health Benefits Board will determine the percentages that the employees and the Board will pay towards single and family contracts covering comprehensive hospitalization, surgical-medical insurance, major medical coverage, and a scheduled dental insurance program. The full premium will be paid by the Board in instances where two full-time employees (spouses) are on the same family contract. The Board shall pay its full Board percentage for all bargaining unit members working seven (7) or more hours. Employees working less than seven (7) hours, but at least four (4) hours, shall be eligible for a prorated portion [based on a percentage of seven (7) hours worked] of the Board's contribution. All other employees who work less than the above hours will be entitled to insurance coverage under the program provided the cost is covered by the employee through payroll deductions.

The following cost containment programs are components of the Health Package.

- a. Hospital Pre-Admission Certification Requirement with procedure adherence without penalty.
- b. Addition of the availability of Mail Order Drugs to take advantage of generics and prescriptions filled for maintenance drug use (deductible waived.)
- c. For employees hired on or after July 1, 2012, the Board shall pay its full Board percentage for all bargaining unit members working seven (7) or more hours. Such employees working less than seven (7) hours shall be eligible for a prorated portion based on a percentage of seven (7) hours worked of the Board's contribution. Employees hired prior to July 1, 2012 will retain benefits as per the current practice.

2. Life Insurance.

The Board shall provide each regular full-time employee with a \$25,000 term life insurance policy. Part-time employees shall have the life insurance in the amount of Twelve Thousand Five Hundred Dollars (\$12,500).

Employees will have the option of purchasing additional life insurance at employees' expense which, if exercised, will be

deducted from the employees' payrolls under guidelines established by the insurance carrier. A rider shall be provided at employee's expense for \$5,000 life insurance each for the employee's spouse and any dependent children.

3. Liability Insurance:

The Board will provide each employee with \$100,000 professional liability insurance coverage, except that employees who carry liability insurance with OEA shall have that insurance carrier designated as the primary insurer.

**Section 2. Tax-Deferred Annuities.**

Employees shall have the opportunity to purchase tax-deferred annuities, subject to the rules and regulations developed by the Administration and as approved by the Board.

**Section 3. Professional Improvement Fund.**

The Board shall annually appropriate \$12,000 towards a Professional Improvement Fund which shall be used for the partial reimbursement of tuition costs incurred by members of the bargaining unit who engage in advanced study which will be of benefit to the school system. Awards from the fund shall be granted in accordance with rules and regulations approved by the Board, at the rate of one hundred fifty dollars (\$150.00) per quarter hour or the actual cost, whichever is less, not to exceed eight (8) quarter hours or twelve hundred dollars (\$1,200.00), whichever is less.

**Section 4. SERS Contributions.**

The Board shall designate each employee's contributions to the State Employees Retirement System of Ohio as "picked up as a salary reduction."

**Section 5. Employee Attendance Award Program.**

Bargaining unit members using no sick leave or personal leave days in a complete contract year shall be compensated at the end of the individual's contract year.

Less than four hour/day employees	\$100.00
Four but less than eight hour/day employees	200.00
Eight hour/day employees (9-10 months)	300.00
Eight hour/day employees (11-12 months)	350.00

Bargaining unit members using an accumulation of one sick leave or personal leave day in a complete contract year shall be compensated at the end of the individual's contract year.



Less than four hour/day employees	\$ 75.00
Four but less than eight hour/day employees	150.00
Eight hour/day employees (9-10 months)	200.00
Eight hour/day employees (11-12 months)	250.00

**Section 6. Tuition Free Enrollment for Children of Full-time Employees.**

Under Ohio Revised Code provisions, the Board of Education agrees to allow children of full-time employees to attend the school district tuition free subject to the following stipulations:

- A. That said child’s enrollment shall not violate the district’s class size policy outlined in the negotiated agreement. If said child’s enrollment impacts the class size policy, the parent of the student agrees to pay the class size stipend to the Board of Education.
- B. The employee must indicate to the Sandusky Board of Education prior to July 1<sup>st</sup> of any given year that their child and/or children will be attending the Sandusky Schools the following year.
- C. Once the child has been accepted and enrolled, the Board of Education agrees to retain said child until he withdraws or graduates.
- D. The Board agrees to waive the July 1<sup>st</sup> notice if by doing so they can add to their ADM count prior to October 10<sup>th</sup> of any given year.
- E. The Board of Education agrees to accept all applicants as outlined above, unless such acceptance on their part would require them to alter a facility or hire an additional staff person.

**ARTICLE 16**

**Salary Schedule and Payroll**

**Section 1. Payroll.**

All employees shall be paid the amount stipulated in their contracts in twenty-six (26) bi-weekly installments per contractual school year on Wednesdays. The only exception to the twenty-six (26) bi-weekly pays will be for Bus Drivers receiving pay for extra trips, who will be paid in twenty-one (21) timecard initiated pays. Whenever a regular pay date within the school year falls within an extended school recess, pay checks shall be mailed in a timely fashion so as to assure receipt on the scheduled pay date. Compensation for services rendered to the school district will not be paid prior to the service having been rendered. Due to the nature of a five or six year cyclical calendar phenomenon the payroll schedule could exceed the stipulated twenty-six (26) bi-weekly installments per contractual

school year. When this situation arises, Administration will modify installment disbursement to cause a realignment of balanced installments per contractual school year.

## **Section 2. Overtime Pay.**

Overtime pay shall be paid at the rate of time and one half for all hours actually worked in excess of forty (40) hours per week. Time for which an employee is compensated for holidays but does not actually work shall be computed as “hours worked” for the purpose of determining eligibility for overtime pay. All overtime work shall require the advance approval of the employee’s immediate supervisor. Overtime or extra duty assignments shall be divided and rotated as equally as possible among employees within each building or classification. Non-emergency overtime assignment beyond the forty (40) hour work week shall be voluntary and the employee may choose either compensatory time or payment in accordance with the appropriate rate of pay. Compensatory time shall only be scheduled with approval of the immediate supervisor and shall not be taken on the day before or the day after a school break or holiday, and an employee cannot bank more than five (5) days.

If the Head Custodian is absent, the Class II Custodian in the building shall have the option of working the day shift. Then, except in the case of an emergency or if no substitute is available, a casual day-to-day substitute will be called to work the vacated shift.

All bus drivers and bus aids will be paid their contractual time, and any time worked over or extra trips will be paid as documented.

## **Section 3. Premium Pay.**

Premium pay is defined as overtime pay unless said premium pay is warranted as a result of work performed on a holiday due to an emergency, at which time the definition is altered to mean double time compensation, may it be either monetary compensation or compensatory time, at the discretion of the employee.

## **Section 4. Rates for Supplemental Services.**

Employees who work extra hours to supervise and/or serve community groups using school facilities, shall be paid at the overtime rate if such services involve working beyond the regular forty (40) hour week; otherwise, said employees shall be paid at their regular hourly rate. Employees assigned to such supplementary duty shall be paid through the payroll department of the Treasurer’s office.

## **Section 5. Salary Schedules.**

Initial placement on the employee salary schedule shall be determined by the Superintendent or designee. Such placement may take into consideration the

employee's specialized training and previous experience. Whether employed for the school year or for a full twelve-month calendar year, the employee shall have served two-thirds of his/her particular working year to qualify for a yearly increment on the salary schedule.

If an employee is working at the direction of the employee's immediate supervisor to cover work in another classification with a higher pay rate for a period of ten (10) consecutive school days, and is duly qualified to do the work, he/she shall be paid the higher pay rate for all hours worked in that pay period beginning with the eleventh day.

For the 2015-2016, 2016-2017, and 2017-2018 school years, wage increases shall be the same as any percentage increases to the BA-0 Base Salary in the teacher's SEA Agreement for the 2015-2016 (1.5%), 2016-2017 (1%), and 2017-2018 school years, respectively.

#### **Section 6. Miscellaneous Salary Provisions.**

The salary of a new licensee may be adjusted at the beginning of the month following licensing.

An annual stipend of \$1,700 will be paid to the Sandusky High School Housekeeping Crew Supervisor. Maintenance Staff will be provided with a \$150 annual clothing allowance for the purpose of purchasing uniforms and \$50 annual tool allowance. A vacancy that occurs in the district maintenance department or bus mechanic position shall only be filled with qualified candidates who satisfactorily pass the pre-employment test for said vacancy. All Class II Custodians hired after July 1, 2002, shall acquire a Boiler's License within six (6) years of achieving Class II or be bumped back to Class I. Class II Custodians shall be entitled to utilize Professional Leave for their first attempt at obtaining a Boiler's License.

Any employee who is assigned to do work for the After School Activity Program shall receive an annual stipend of \$750.

### **ARTICLE 17**

#### **Complaints Against Bargaining Unit Members**

If a parent or other member of the community makes an oral or written complaint about an employee, no record of such complaint may be placed in the employee's files unless the Superintendent or building principal has first (1) notified the employee of the complaint; (2) encouraged the community member to meet with the employee and the Administration to resolve the complaint; and (3) has met with the employee to discuss the complaint and the employee's response. An anonymous complaint shall not be placed in an employee's personnel

file unless it has been investigated by the appropriate administrator. The employee may place a written response in his/her file if any community member's complaint is recorded in his/her file.

## **ARTICLE 18**

### **Equal Rights Clause**

#### **Section 1. Equal Opportunity.**

The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.

#### **Section 2. Equal Rights.**

The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, age, national origin, disability, or union or non-union membership.

## **ARTICLE 19**

### **Sexual Harassment**

**Section 1.** It is the policy of the School District to ensure that the workplace is free of any form of sexual harassment. This policy is intended to make all bargaining unit members aware of this matter, to advise them of their behavioral obligations, and to inform them of their equal employment rights.

**Section 2.** Under the Equal Employment Opportunity Commission's guidelines, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature are unlawful in the following instances:

- A. When submission to such conduct is made with explicit or implicit a term or condition of employment.
- B. When submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual.
- C. When such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment.

**Section 3.** Sexual harassment of employees is unwelcome conduct of a sexual nature. Such conduct can include unwelcome sexual advances, requests for sexual favors, and verbal, nonverbal or physical contacts of a sexual nature when submission to such conduct is made a condition of employment or a basis of an employment decision. Sexual harassment also may be found to have occurred when the above-mentioned conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive working environment.

- A. Sexual harassment may include but is not limited to the following:
1. Basing an evaluation, recommendation, transfer, etc. on an employee's refusal or submission to sexual advances.
  2. Jokes, stories, cartoons, or pictures that convey a sexual message, and/or place the opposite sex in demeaning roles, thereby creating a hostile working environment for the sex which is the subject of the jokes, stories, cartoons, or pictures.
  3. Unwelcome touching.
  4. All types of verbal harassment and abuse of a sexual nature.
  5. Pressure for sexual activity.
  6. Any other remarks or actions to a person, with sexually demeaning implications.

Unwelcome: Conduct is unwelcome if the employee did not request or invite it and regarded the conduct as undesirable or offensive. Acquiescence in the conduct or failure to complain does not always mean the conduct was welcome.

- B. Engaging in any form of sexual harassment will be considered cause for disciplinary action, including possible termination. Any disciplinary action that is a result of claim of sexual harassment will follow the procedures listed in Article 14.

**Section 4.** Under Title VII of the Civil Rights Act, employees have the right to raise the issue of sexual harassment without fear of reprisal. It is strongly recommended that bargaining unit members who believe that they may be subject to sexual harassment take the following steps, if possible:

- A. Document the occurrence(s).
- B. Make clear to the alleged harasser that the conduct is unwelcome.

- C. Document any reprisal.
- D. Notify the School District's designated Civil Rights Coordinator for Investigation. Should the Civil Rights Coordinator be the alleged harasser, report the matter to the Superintendent or Assistant Superintendent.
- E. Participate in the investigation by the Civil Rights Coordinator.

## **ARTICLE 20**

### **Drug-Free Workplace**

The Sandusky City Board of Education will maintain a drug-free workplace in full compliance with all applicable federal and state, and local laws.

The following regulations apply:

- A. No employee of the Sandusky City Schools while on school premises or as part of any of his/her workplace activities shall unlawfully possess, use, or distribute illicit drugs, controlled substances, or alcohol.
- B. This regulation does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempt from this article and shall waive rights under all applicable articles of the negotiated agreement, enabling personnel action to be taken within the limits of the law.
- C. "Workplace" is defined to mean the site for the performance of work done in connection with employment. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district.
- D. Any employee who admits to, pleads guilty, or is convicted in any court of law of a first alcohol or drug abuse offense which is less than a first degree misdemeanor and which involves use in the workplace shall be referred to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expense, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment and shall waive all rights under all applicable articles of the negotiated agreement, should the employee fail to comply with the provisions of this section.

- E. Any employee who admits to, pleads guilty, or is convicted in any court of law for a second alcohol or drug abuse offense which is less than a first degree misdemeanor and which involves use in the workplace shall be suspended for one (1) to five (5) days unpaid and shall be referred to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expense and may not be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment until intervention or treatment is completed as deemed necessary by a physician who consults with the Superintendent. The employee shall not return to his/her employment assignment and shall waive all rights under all applicable articles of the negotiated agreement, should the employee fail to comply with the provisions of this section.
- F. Any employee who admits to, pleads guilty, or is convicted in any court of law for a third alcohol or drug abuse offense which is less than a first degree misdemeanor and which involves use in the workplace shall waive all rights under all applicable articles of the negotiated agreement and the Board shall take such personnel action it deems necessary within the limits of the law.
- G. Any employee who pleads guilty, or is convicted in any court of law for a alcohol or drug abuse offense which is a felony, or a first degree misdemeanor, or any other misdemeanor resulting in withdrawal of proper certification, shall waive all rights under all applicable articles of the negotiated agreement and the Board shall take such personnel action it deems necessary within the limits of the law.
- H. Any Employee convicted of violating any federal, state, or local criminal drug/alcohol statute, where the violation occurred within the "workplace" definition of Section C., must report the conviction to the Superintendent within five (5) working days of the conviction.
- I. Alcohol and Other Drug Awareness Programs.

Employees will be provided with information concerning alcohol and other drug abuse, as follows:

1. All employees will be provided with a copy of this policy.
2. The Superintendent or his designee will maintain information on community resources and employee benefits available to employees for assistance in dealing with chemical dependency problems.
3. Every year there will be available, for each employee, at least one educational/learning opportunity addressing the physical, mental, and emotional dangers of alcohol and other drug abuse, as well as rehabilitation assistance resources available to employees. (Such educational opportunities may include: inservice programs, print materials, discussions or presentations at employee meetings, or other seminars.)

4. The Sandusky City Schools' publications, especially those distributed among employees, will from time to time contain articles on the dangers of substance abuse and rehabilitation.

J. Confidentiality.

Information provided to administrative personnel as to any problem related to alcohol and other drug abuse or chemical dependency shall be considered part of the employee's medical record, and shall be CONFIDENTIAL. Except as may be required by law, no person may discuss or otherwise divulge any information concerning such matters.

## ARTICLE 21

### Smoke-Free Environment

The Board and Association believe that tobacco smoke in the school and work environment is not conducive to good health. As an educational organization, the Sandusky City Schools must provide both effective educational programs and positive examples to students concerning the use of tobacco.

Recognizing the negative impact on non-smokers, the Board and Association declare all public buildings and facilities operated by the Board to be officially designated smoke-free environments effective upon the ratification of said provision by all Associations within the district.

## ARTICLE 22

### Provisions Contrary to Law

**Section 1.** If a Contract provision is invalidated by any law all other provisions of this contract shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

**Section 2.** If, during the term of this Contract, there is a change in O.R.C. 4117.10(a) or federal law or valid rule or regulation adopted by federal agency pursuant thereto, which would invalidate any provisions of this contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

**Section 3.** If, during the term of this Contract, there is a change in any applicable state or federal law or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop



policies that change the term(s), condition(s) of employment, or working condition(s), which are subject to bargaining as provided in O.R.C. 4117.08, then the parties will meet to negotiate the additional term(s), condition(s) of employment, or working condition(s) within sixty (60) days by demand of either party.

## **ARTICLE 23**

### **Seniority**

System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire.

Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's total service in such job classification. Job classification shall correspond with the job classification set forth on the salary schedule as published by the Board.

Department seniority shall be defined as the length of employment by an employee in a particular department as computed from the employee's total service in such department. Department shall correspond with departments set forth in Article 13, Section 2.

Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time employees. Only regular full-time or regular part-time employees shall accumulate seniority.

If two (2) or more employees have the same length of continuous service, then seniority will be determined by the earlier birthday in the calendar year.

## **ARTICLE 24**

### **Physical Examination Requirements**

Newly employed school employees in the Sandusky City Schools shall present documented evidence of having a negative tuberculin test within ninety (90) days before the first work day, or if a known positive reactor have a chest x-ray or other appropriate examination revealing the absence of tuberculosis in the communicable state within ninety (90) days before the first day of work.

Prior to employment, all applicants for custodial, food service, maintenance, transportation, and supply support staff positions shall be required to submit a statement of employability from a licensed physician relative to the performance of the function and activities involved in the position for which the applicant is being hired. The required physical examination shall include such tests as found desirable for all employees or classification of employees, by the school physician.

If an employee is required by state law to take a random drug test, then the employer shall pay for the test and for the time of the employee to report and take the test. The Board also agrees to pay for the cost of a physical examination.

Whenever an employee's health appears to be a hazard to children or others in the school system, the Superintendent may require a physical examination by the school physician. All required examinations shall be made at no cost to the employee, provided the services of the school physician are used. The school health service shall provide the chest x-rays, flu vaccine, and Hepatitis B vaccine for employees as routinely scheduled as long as it is available from the Erie County Health Department.

## **ARTICLE 25**

### **Vacation Days**

**Section 1.** All personnel employed for eleven or more months of the year shall be entitled to an annual vacation with pay. July 1<sup>st</sup> of any year shall be the employment anniversary date used to calculate paid vacation allowance.

Vacation time shall accrue at the following rates:

- A. During the first year of employment, an employee shall earn vacation at the rate of ten (10) days per contract year. Vacation will accrue monthly beginning the first day of the month following the employee's hire date. Employees may use accrued vacation after the first three (3) full months of employment.
- B. Employees with one (1) through six (6) completed years of service FROM THE JULY 1<sup>ST</sup> FOLLOWING THE EMPLOYEE'S DATE OF HIRE shall be entitled to two (2) weeks [ten (10) working days] of paid vacation.
- C. Employees with seven (7) through thirteen (13) years of completed service FROM THE JULY 1<sup>ST</sup> FOLLOWING THE EMPLOYEE'S DATE OF HIRE shall be entitled to three (3) weeks [fifteen (15) working days] of paid vacation.
- D. Employees with fourteen (14) through nineteen (19) years of completed service FROM THE JULY 1<sup>ST</sup> FOLLOWING THE EMPLOYEE'S DATE OF HIRE shall be entitled to four (4) weeks [twenty (20) working days] of paid vacation.
- E. Employees with twenty (20) or more completed years of service FROM THE JULY 1<sup>ST</sup> FOLLOWING THE EMPLOYEE'S DATE OF HIRE shall be entitled to five (5) weeks [twenty-five (25) working days] of paid vacation.

- F. In accordance with Section 3319.084 of the Ohio Revised Code, vacation time may accrue from two (2) previous years plus the current year. However, employees are encouraged to use their vacation time annually. The Board of Education, through its administrators, reserves the right to insist that an employee use a portion of vacation time if twelve (12) months have lapsed since he/she was last off for vacation.

**Section 2. Scheduling of Vacations.**

- A. Vacations may be scheduled at times requested by the employee as far as possible within the Board's work requirements.
- B. If there is any conflict between employees who are working on the same or similar operations regarding when vacation may be taken, the employee with the greatest seniority will be given preference.
- C. Those employees who are entitled to over three (3) weeks vacation may take a portion of their time during the school term upon advance approval of the responsible supervisor or administrator.
- D. Employees who have completed eleven (11) months of work during the contract year by June 1<sup>st</sup>, may request vacation time during June prior to the July 1<sup>st</sup> anniversary date.
- E. Employees shall not be required to find their own substitutes in order to take their earned vacation time.
- F. For the custodial department each year in March, the Supervisor shall circulate a calendar to the employees in seniority order to all employees to schedule weeks of summer vacation.
- G. For vacations lasting less than one week, custodial department employees shall give at least three (3) days advance notice, except in the event of an unanticipated circumstance which the employee may have to document.
- H. Every effort will be made to provide timely response to the employee request and said response shall be prior to the day requested.

**Section 3. Vacation Conversion.**

Effective July 1, 2001, bargaining unit members who receive positions with vacation benefits and were newly assigned to those positions after July 1, 2000, will be eligible for vacation credit for past service time for vacation calculation purposes under the existing contract language by calculating a ratio of their nine (9) month full-time positions against their new twelve (12) month full-time assignments (i.e., working 12 years in a 9-month position equals 9 years credit toward vacation after July 1st).

## **ARTICLE 26**

### **Holidays**

Paid holidays for support staff shall be established when the Board approves the calendars for the employees and shall include the following holidays established by law:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- (12 month worker only)
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Unless excused by the Superintendent or designee, an employee must work the last working day prior to and the first working day after a holiday to receive holiday pay.

Schools are usually in session on Columbus and Veterans Day which requires that support staff personnel be on duty. Twelve (12) month employees will be provided compensatory days off and nine (9) month employees will be given premium pay for these two holidays.

Whenever other major holidays fall on a Saturday, the previous Friday shall be observed as the holiday for work schedules. Major holidays falling on Sunday will be observed on the following Monday.

If an employee is required to work on a holiday, except for extra trips, then he/she shall receive holiday pay in addition to pay for the time worked on the holiday.

For employees hired on or after July 1, 2012, Columbus Day and Veterans Day shall not be considered a holiday.

## **ARTICLE 27**

### **Calamity Days**

Most support staff school employees shall not be required to report for work when all schools are closed because of inclement weather or other calamity.

Occasionally there will be exceptions to the general no work rule to ensure that all properties are protected and that buildings, buses, walks, parking areas, etc. are prepared for school reopening at the end of the calamity. The Treasurer, Facilities Manager, and Supervisors of Maintenance, Food Service, and Transportation, have the authority to require some classifications of employees to work as they deem necessary. The following personnel would ordinarily be required to work on calamity days (full, partial, or extra hours):

- A. Maintenance Staff and Receptionist
- B. One Boiler Operator per Building
- C. Others as Requested

The Superintendent, Central Office Administrators, High School Principal and the Vocational Director may require their assigned office workers to work to meet high priority deadlines such as board agendas, payroll, etc.

Employees who are required to perform services on calamity days shall be granted compensatory time, at the appropriate rate, as first priority compensation. Administrators and Supervisors shall attempt to grant compensatory time off that is convenient to both the employer and employee. Compensatory time may not accrue beyond June 30 in any year. If compensatory time off is impractical, the Superintendent or Treasurer may authorize premium pay at the appropriate hourly or per diem rate.

Hours worked on calamity days and compensatory time off granted must be reported to the payroll department on the appropriate time cards to ensure accountability. Such cards must be approved by the administrator or supervisor responsible.

Support staff employees are required to report for work when an individual building is closed for an emergency such as a broken water line, unless they are specifically instructed to stay at home. They may be reassigned to a different work station for the duration of the emergency by their usual supervisor.

Two hour delays equal a normal work day.

The Superintendent or designee shall call for a two hour delay or a calamity day at his/her earliest convenience, such as 5:00 a.m. or the night before.

## **ARTICLE 28**

### **Employee Meetings**

Employee meetings shall be conducted during working hours whenever possible and the Board's facilities shall be used for such purposes. Employees involved in such meetings during their working hours shall suffer no loss or reduction in pay. Whenever it is not possible to hold these meetings during working hours the employer may extend the employee's work schedule one (1) hour beyond the regularly scheduled day, provided each employee is compensated for the duration of the meeting.

## ARTICLE 29

### Job Descriptions and Classification

For the 2002 – 2003 school year, job descriptions shall be reviewed and revised by a committee consisting of six (6) persons, three (3) of whom shall be appointed by the Association President and three (3) of whom shall be appointed by the Superintendent. Job descriptions shall be included in the Master Contract as new Exhibit F. Said descriptions shall follow the same ratification process of the entire contract. Thereafter, job descriptions shall be reviewed and revised by a committee consisting of six (6) persons, three (3) of whom shall be appointed by the Association President and three (3) of whom shall be appointed by the Superintendent, during regular contract bargaining under Article 2 at the expiration of each Master Contract. The descriptions shall be distributed to all current bargaining unit members and all new employees. The descriptions will include at a minimum:

- A. Job Title and Description
- B. Minimum requirements
- C. A specific statement of required tasks and responsibilities

If new positions are created by the Board, then the Administration and the Association shall meet to negotiate a new job description at that time. Such job description shall be subject to ratification by the Association and the Board.

## ARTICLE 30

### Work Year, Work Week, Workday

- Section 1.** The normal work year for school year bargaining unit members shall align itself with the adopted school year calendar.
- Section 2.** The normal work year for all other (full year) bargaining unit members shall be twelve (12) months, July 1, through June 30.
- Section 3.** The normal work week for all bargaining unit members is typically Monday through Friday.
- Section 4.** The normal workday for full time employees may include a non-compensated lunch period of at least thirty (30) minutes duration. The minimum call-in shall be two (2) hours. The employee shall be paid for a minimum of two (2) hours, but shall not be required to be at work longer than the time necessary to finish the job for which called in.
- Section 5.** Bargaining unit members will dress in a safe and appropriate manner during working hours.

**Section 6. Library Technicians:**

Library Technicians shall work in the library of their assigned building the day before the first student day, the day after the last student day. Library Technician extra duties shall be limited to a maximum of forty-five (45) minutes per day.

**Educational Aides:**

The educational aides shall work in their assigned classrooms the day before the first student day and shall not work the day after the last student day.

**Section 7.** The work year of building secretaries may be changed to be up to the same number of days worked each year by the secretaries' building principal.

**Section 8.** The work year for all employees will be communicated to the Association President, and any discrepancies shall be jointly resolved by the Superintendent and the Association President.

**Section 9. School Calendar.**

The SNTEA President shall poll all SNTEA employees of the District regarding the alternative constructions of school calendars, with the SNTEA President tallying the results. The alternative receiving the most votes will be recommended to the Superintendent for consideration.

## **ARTICLE 31**

### **Transportation Department**

**Section 1.** All extra trips will be assigned in a rotating manner. By every Monday during the school year, the Supervisor of Transportation will provide the Association with a list of trips that are to be filled for the following week. The trips shall be filled in chronological order. By Thursday of that week, the Association will provide the supervisor of transportation a list of the drivers assigned to the requested trips. Last minute scheduling may occur due to unforeseen circumstances; these trips will be added and assigned in the order they are received by the Transportation Supervisor and the Association.

**Section 2.** If, for any reason, an emergency, special need or driver cancellation occurs on short notice, the next driver on the rotation list will be called for assignment if possible. If this is not possible, the supervisor of transportation may assign a driver on the rotation list employed by the Board to fill this need. If no regular full-time driver can be reached, or if time constraints do not permit, only then can the supervisor call a substitute driver. Two (2) hours or less notice shall be

considered as an emergency trip and drivers of such trips shall not be taken out of the rotation.

- Section 3.** All trips shall be a minimum of two (2) hours pay.
- Section 4.** All summer work that requires the assignment of bus drivers will be posted in accordance to the negotiated posting procedure. No outside employment will take place until after the members of the bargaining unit have had an opportunity to bid on said work.
- Section 5.** Bus runs shall be as close to two (2) hours in length as possible, including pre-trip and warm-up time. All runs should be made as equal in length as possible. If though no fault of the driver, his/her run ends in less than two (2) hours, the driver shall be paid for two (2) hours.
- Section 6.** In the event that Sandusky City Schools are scheduled off but Parochial schools are in session, or in the case of Early Release; the driver will drive his/her regular run as scheduled. If the driver does not wish to drive his/her run that day, the Supervisor may consolidate the route for efficiency. In the event that Sandusky City Schools are scheduled off, but Parochial schools are in session and the weather has permitted for cancellation, drivers will be paid for the calamity day; the same as if Sandusky City Schools had a calamity day.
- Section 7.** During the lunch times, the Transportation Supervisor or designee shall be available by telephone or radio to assist drivers.
- Section 8.** Transportation employees must abide by the provisions of the Driver/Aide Handbook, which shall be made available on the District intranet website.
- Section 9.** The trip board shall start new on July 1st of each year.

## **ARTICLE 32**

### **Work Rules**

The Board agrees to give advance written notice to employees of significant changes to work rules that materially affect the employee's working conditions.



## ARTICLE 33

### Personnel Files

- Section 1.** The official personnel file of each employee shall be confidential to the extent provided by law and shall be maintained in the office of the Superintendent.
- Section 2.** An employee shall have access to his/her personnel file upon request. A representative of an employee shall have access to said employee's personnel file when said employee requests such access in writing to the Superintendent or his/her designee.
- Section 3.** Access to the personnel file of an employee by others shall be consistent with Ohio law.
- Section 4.** An employee shall be notified immediately of any request(s) to view the contents of the employee's personnel file and the time and place of the scheduled review. When possible, the employee may review his/her file prior to this time and shall be given the opportunity to be present when his/her file is viewed. Nothing in this procedure shall be construed to waive any rights conferred under O.R.C. Chapter 1347. If an employee is not available to be present during another person's review of his/her personnel file, the employee's Association representative can serve in the employee's place. If neither the employee nor the Association representative is available, nothing in this Article shall prevent the Administration from complying with a public records request.
- Section 5.** An employee shall be entitled to a copy of any specific material(s) in his/her file upon written request.
- Section 6.** Letters or materials anonymous to the employee or reports partially or entirely based on sources anonymous to the employee shall not be placed in an employee's personnel file.
- Section 7.** Each employee shall have the right to indicate those documents and/or materials in his/her personnel file which he/she believes to be irrelevant, untimely, incomplete, and/or inaccurate. The employee shall have the right to request that the irrelevant, untimely, incomplete, and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the employee shall have the right to attach a response to the document setting forth why he/she believes the material to be irrelevant, untimely, incomplete and/or inaccurate.
- Section 8.** The employee shall receive a copy of all materials placed in his/her file.

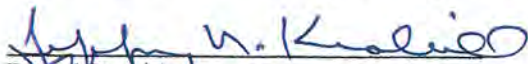
## ARTICLE 34


### Duration

This contract will become effective upon the signatures of the parties and the ratification by the Sandusky Non-Teaching Employees Association and the Sandusky Board of Education; and will remain in effect through June 30, 2018.

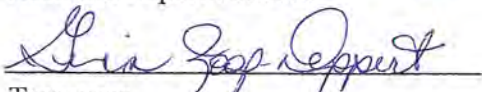
The Association and employees covered by this contract agree that they will not strike during the life of this contract. The Board agrees that Federal Mediation shall supersede the dispute resolution procedures of Section 4117.14 of the Ohio Revised Code. The Board further acknowledges that the members of the bargaining unit have the right to strike under law, provided that the Association has given a ten-day prior written notice of an intent to the Board and the State Employment Relations Board.

Executed as of the 20th day of August, 2015.


  
Board President

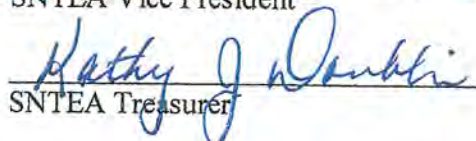
  
Superintendent

  
Assistant Superintendent

  
Treasurer

  
SNTEA President

  
SNTEA Vice President

  
SNTEA Treasurer

SANDUSKY CITY SCHOOLS  
SNTEA -- ARTICLE 14

EMPLOYEE DISCIPLINE/DISCHARGE/TERMINATION  
REPORT FORM

**STEP #1 – Verbal WARNING:** “Written notification of a warning to the employee and a copy to the employee’s personnel file.”

Date: \_\_\_\_\_

Name \_\_\_\_\_ Building \_\_\_\_\_

Assignment \_\_\_\_\_

Deficient Job Description Violation: *(state specific job description item number(s) & date of violation)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Action Plan for Correction of Job Deficiency *(in accordance with the negotiated job description):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee’s Signature of Receipt

\_\_\_\_\_  
Date

- Copy: Supervisor
- Employee
- Personnel File
- Association President

SANDUSKY CITY SCHOOLS  
SNTEA -- ARTICLE 14

EMPLOYEE DISCIPLINE/DISCHARGE/TERMINATION  
REPORT FORM

**STEP #2 - REPRIMAND:** "Written reprimand to the employee with a copy to the employee's personnel file."

Date: \_\_\_\_\_

Name \_\_\_\_\_ Building \_\_\_\_\_

Assignment \_\_\_\_\_

Deficient Job Description Violation: *(state specific job description item number(s) & date of past & current violation)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Action Plan for Correction of Job Deficiency *(in accordance with the negotiated job description):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature of Receipt

\_\_\_\_\_  
Date

- Copy: Supervisor
- Employee
- Personnel File
- Association President

SANDUSKY CITY SCHOOLS  
SNTEA -- ARTICLE 14

EMPLOYEE DISCIPLINE/DISCHARGE/TERMINATION  
REPORT FORM

**STEP #3 - SUSPENSION:** "Penalty from one (1) to fifteen (15) days suspension with loss of pay may be given; all suspension and/or loss of pay must be with the Superintendent's approval. Written copy to the immediate supervisor, personnel file, and the employee."

Date: \_\_\_\_\_

Name \_\_\_\_\_ Building \_\_\_\_\_

Assignment \_\_\_\_\_

Deficient Job Description Violation: *(state specific job description item number(s) & dates of past & current violation)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preliminary Hearing with Superintendent or Designee Date: \_\_\_\_\_  
*(Two days notice, employee may be accompanied by representative of his/her choice)*

Time \_\_\_\_\_ and Place of Preliminary Hearing \_\_\_\_\_  
*A.M./P.M. (Superintendent's Office, Board Room, etc.)*

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature of Receipt

\_\_\_\_\_  
Date

Superintendent's / Designee's determination regarding the imposition of any disciplinary action:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent's / Designee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature of Receipt

\_\_\_\_\_  
Date

- Copy: Supervisor
- Employee
- Personnel File
- Association President

SANDUSKY CITY SCHOOLS  
SNTEA -- ARTICLE 14

EMPLOYEE DISCIPLINE/DISCHARGE/TERMINATION  
REPORT FORM

**STEP #4 - TERMINATION:** "Written copy to the immediate supervisor, personnel file, Board and to the employee."

Date: \_\_\_\_\_

Name \_\_\_\_\_ Building \_\_\_\_\_

Assignment \_\_\_\_\_

Deficient Job Description Violation: *(state specific job description item number(s) & dates of past & current violation)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preliminary Hearing with Superintendent or Designee Date: \_\_\_\_\_  
*(Two days notice, employee may be accompanied by representative of his/her choice)*

Time \_\_\_\_\_ and Place of Preliminary Hearing \_\_\_\_\_  
*A.M./P.M. (Superintendent's Office, Board Room, etc.)*

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature of Receipt

\_\_\_\_\_  
Date

Superintendent's / Designee's determination regarding the imposition of any disciplinary action:

\_\_\_\_\_  
\_\_\_\_\_

Board of Education Meeting Date: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

\_\_\_\_\_  
Superintendent's / Designee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature of Receipt

\_\_\_\_\_  
Date

Copy: Supervisor      Personnel File  
Employee      Association President

**SANDUSKY CITY SCHOOLS**

**CLASSES OF SECRETARIES AND OFFICE WORKERS**

<b>Class I</b>	<b>Class 2</b>
SHS Attendance Administrative Assistant	Administrative Assistant Student Services
	Administration Office Receptionist/ Administrative Assistant
	Athletic Office Administrative Assistant
	Career Tech & Adult Education Administrative Assistant
	District Information & Web Communication Administrative Assistant
	Elementary Administrative Assistant
	Jr. High Administrative Assistant
	SHS Administrative Assistant
	SHS Guidance Office Administrative Assistant
	Transportation Administrative Assistant

Any secretarial position not listed above shall be considered to be Class I.

For the duration of this Agreement, annual salary increases for secretaries and office workers negatively affected by placement into one of the above categories shall be no less than the base pay increase for that year.

If an employee was hired prior to 2012, they could submit a proposal of how many years of experience they had and what level they should have been brought in under at the time of employment. Their proposal would be submitted to the Chief of Staff and then forwarded to the Superintendent of Schools for consideration. If a decision was made to move the salary placement, it would be made for the present moment and begin from there without retro pay.

**HOLIDAY COMPENSATION**

<b>JOB TITLE</b>	<b>ANNUAL HOLIDAYS</b>		<b>TOTAL</b>	<b>METHOD OF COMPENSATION FOR WORKING HOLIDAYS* (Veterans Day &amp; Columbus Day)</b>
	<b>WORK</b>	<b>NO WORK</b>		
Custodian Maintenance Fireman	2	9	11	Compensatory days (2 holidays @ time and one half = 3 compensatory days)
Full Year Office Worker	2	9	11	Compensatory days (2 holidays @ time and one half = 3 compensatory days)
School Year Office Worker	2	8	10	Premium pay (2 holidays @ time and one half = 3 days pay)
Paraprofessional	2	8	10	Premium pay (2 holidays @ time and one half = 3 days pay)
Bus Driver	2	8	10	Premium pay (2 holidays @ time and one half = 3 days pay)
Cafeteria Worker	2	8	10	Premium pay (2 holidays @ time and one half = 3 days pay)
Library Paraprofessional	2	8	10	Premium pay (2 holidays @ time and one half = 3 days pay)

Unless excused, an employee must work the last day prior to and the first day after a holiday to receive holiday pay.

\*This provision shall not apply to employees hired on or after July 1, 2012.



EXHIBIT D

EXHIBIT D FY 2015-2016																	
	Office Worker	Office Worker	Educational	Library	Custodian	Custodian	Custodian	Custodian	Skilled	Skilled	Bus	Cafeteria	Cafeteria	Cafeteria	Fireman	Custodian	Courier/
Step	Class I	Class II	Aide	Aide	Class I	Class II	w/Boiler Lic (Ave.)	Fireman	Maintenance	Mechanic	Driver	Worker	Manager	HS Manager	HS Aide	HS Swing (+7%)	10-Month
0	14.50	15.55	12.86	13.50	11.44	15.70	16.30	16.89	17.54	19.29	18.73	11.44	13.27	14.42	12.86	18.08	11.44
1	15.49	16.63	13.85	14.54	12.14	16.71	17.34	17.96	18.63	20.50	19.83	12.14	14.09	15.30	13.85	19.22	12.14
2	15.88	17.03	14.33	15.05	12.44	17.08	17.75	18.42	19.09	21.00	20.17	12.44	14.43	15.68	14.33	19.71	12.44
3	16.30	17.48	14.77	15.51	12.72	17.52	18.16	18.81	19.47	21.42	20.47	12.72	14.76	16.03	14.77	20.13	12.72
4	16.69	17.88	15.27	16.03	12.95	17.92	18.58	19.25	19.91	21.91	20.84	12.95	15.02	16.31	15.26	20.59	12.95
5	17.07	18.30	15.73	16.52	13.22	18.30	18.98	19.67	20.33	22.36	21.15	13.22	15.34	16.66	15.73	21.05	13.22
6	17.49	18.74	16.20	17.01	13.47	18.70	19.37	20.05	20.72	22.79	21.48	13.47	15.62	16.98	16.20	21.45	13.47
7	17.88	19.13	16.69	17.52	13.76	19.11	19.78	20.45	21.10	23.21	21.83	13.76	15.96	17.34	16.69	21.88	13.76
8	18.29	19.55	16.93	17.78	13.93	19.28	20.09	20.91	21.56	23.72	22.01	13.93	16.16	17.55	16.93	22.37	13.93
9	18.69	19.94	17.13	17.99	14.23	19.47	20.40	21.33	21.98	24.18	22.18	14.23	16.50	17.93	17.13	22.82	14.23
10	18.69	19.94	17.13	17.99	14.23	19.47	20.40	21.33	21.98	24.18	22.18	14.23	16.50	17.93	17.13	22.82	14.23
11	19.25	20.51	17.80	18.69	14.80	20.00	20.90	21.80	22.46	24.70	22.81	14.80	17.16	18.64	17.80	23.32	14.80
12	19.25	20.51	17.80	18.69	14.80	20.00	20.90	21.80	22.46	24.70	22.81	14.80	17.16	18.64	17.80	23.32	14.80
13	19.67	20.88	18.07	18.97	15.80	20.33	21.24	22.16	22.80	25.08	23.19	15.80	18.33	19.91	18.08	23.71	15.80
14	19.67	20.88	18.07	18.97	15.80	20.33	21.24	22.16	22.80	25.08	23.19	15.80	18.33	19.91	18.08	23.71	15.80
15	19.67	20.88	18.07	18.97	15.80	20.33	21.24	22.16	22.80	25.08	23.19	15.80	18.33	19.91	18.08	23.71	15.80
16	19.78	21.00	18.21	19.12	15.92	20.45	21.36	22.28	22.93	25.22	23.30	15.92	18.47	20.06	18.21	23.84	15.92
17	19.78	21.00	18.21	19.12	15.92	20.45	21.36	22.28	22.93	25.22	23.30	15.92	18.47	20.06	18.21	23.84	15.92
18	19.78	21.00	18.21	19.12	15.92	20.45	21.36	22.28	22.93	25.22	23.30	15.92	18.47	20.06	18.21	23.84	15.92
19	19.78	21.00	18.21	19.12	15.92	20.45	21.36	22.28	22.93	25.22	23.30	15.92	18.47	20.06	18.21	23.84	15.92
20	20.09	21.27	18.38	19.30	16.88	20.67	21.58	22.49	23.14	25.45	23.55	16.88	19.58	21.27	18.38	24.06	16.88
21	20.09	21.27	18.38	19.30	16.88	20.67	21.58	22.49	23.14	25.45	23.55	16.88	19.58	21.27	18.38	24.06	16.88
22	20.09	21.27	18.38	19.30	16.88	20.67	21.58	22.49	23.14	25.45	23.55	16.88	19.58	21.27	18.38	24.06	16.88
23	20.23	21.39	18.49	19.41	17.00	20.80	21.70	22.60	23.25	25.57	23.66	17.00	19.72	21.43	18.49	24.18	17.00
24	20.23	21.39	18.49	19.41	17.00	20.80	21.70	22.60	23.25	25.57	23.66	17.00	19.72	21.43	18.49	24.18	17.00
25	20.23	21.39	18.49	19.41	17.00	20.80	21.70	22.60	23.25	25.57	23.66	17.00	19.72	21.43	18.49	24.18	17.00
26	20.23	21.39	18.49	19.41	17.00	20.80	21.70	22.60	23.25	25.57	23.66	17.00	19.72	21.43	18.49	24.18	17.00
27	20.34	21.50	18.60	19.53	17.12	20.91	21.81	22.71	23.36	25.70	23.77	17.12	19.85	21.57	18.60	24.30	17.12
28	20.45	21.61	18.71	19.65	17.23	21.02	21.92	22.83	23.47	25.82	23.88	17.23	19.98	21.71	18.71	24.42	17.23
29	20.56	21.72	18.82	19.76	17.34	21.13	22.03	22.94	23.58	25.94	24.00	17.34	20.11	21.85	18.82	24.54	17.34

EXHIBIT D

EXHIBIT D																	
FY 2016-2017																	
	Office Worker	Office Worker	Educational	Library	Custodian	Custodian	Custodian	Custodian	Skilled	Skilled	Bus	Cafeteria	Cafeteria	Cafeteria		Custodian	Courier/
	Class I	Class II	Aide	Aide	Class I	Class II	w/Boiler Lic	Fireman	Maintenance	Mechanic	Driver	Worker	Manager	Manager	HS	Fireman	Custodian
Step							(Ave.)									HS Swing	10-Month
																(+7%)	
0	14.64	15.71	12.99	13.64	11.55	15.86	16.46	17.06	17.71	19.49	18.92	11.56	13.40	14.56	12.99	18.26	11.55
1	15.64	16.79	13.99	14.69	12.26	16.88	17.51	18.14	18.82	20.70	20.02	12.26	14.23	15.45	13.99	19.41	12.26
2	16.04	17.20	14.47	15.19	12.57	17.25	17.93	18.60	19.28	21.21	20.37	12.57	14.58	15.84	14.47	19.91	12.57
3	16.47	17.66	14.92	15.67	12.85	17.69	18.35	19.00	19.66	21.63	20.68	12.85	14.91	16.19	14.92	20.33	12.85
4	16.86	18.06	15.42	16.19	13.08	18.10	18.77	19.44	20.11	22.13	21.05	13.07	15.17	16.48	15.42	20.80	13.08
5	17.24	18.48	15.89	16.68	13.36	18.48	19.17	19.87	20.53	22.58	21.36	13.36	15.49	16.83	15.89	21.26	13.36
6	17.67	18.93	16.36	17.18	13.60	18.89	19.57	20.25	20.92	23.02	21.69	13.60	15.78	17.15	16.36	21.67	13.60
7	18.06	19.33	16.86	17.70	13.90	19.30	19.98	20.65	21.31	23.44	22.05	13.90	16.12	17.51	16.86	22.10	13.90
8	18.47	19.74	17.10	17.96	14.07	19.47	20.29	21.12	21.78	23.96	22.23	14.07	16.32	17.72	17.10	22.59	14.07
9	18.88	20.14	17.30	18.17	14.37	19.66	20.60	21.54	22.20	24.42	22.40	14.37	16.66	18.11	17.30	23.05	14.37
10	18.88	20.14	17.30	18.17	14.37	19.66	20.60	21.54	22.20	24.42	22.40	14.37	16.66	18.11	17.30	23.05	14.37
11	19.44	20.71	17.97	18.87	14.94	20.20	21.11	22.02	22.68	24.95	23.04	14.94	17.34	18.83	17.97	23.56	14.94
12	19.44	20.71	17.97	18.87	14.94	20.20	21.11	22.02	22.68	24.95	23.04	14.94	17.34	18.83	17.97	23.56	14.94
13	19.87	21.09	18.26	19.17	15.96	20.53	21.45	22.38	23.03	25.33	23.42	15.96	18.51	20.11	18.26	23.94	15.96
14	19.87	21.09	18.26	19.17	15.96	20.53	21.45	22.38	23.03	25.33	23.42	15.96	18.51	20.11	18.26	23.94	15.96
15	19.87	21.09	18.26	19.17	15.96	20.53	21.45	22.38	23.03	25.33	23.42	15.96	18.51	20.11	18.26	23.94	15.96
16	19.98	21.21	18.39	19.31	16.08	20.65	21.58	22.50	23.15	25.47	23.54	16.08	18.66	20.26	18.39	24.08	16.08
17	19.98	21.21	18.39	19.31	16.08	20.65	21.58	22.50	23.15	25.47	23.54	16.08	18.66	20.26	18.39	24.08	16.08
18	19.98	21.21	18.39	19.31	16.08	20.65	21.58	22.50	23.15	25.47	23.54	16.08	18.66	20.26	18.39	24.08	16.08
19	19.98	21.21	18.39	19.31	16.08	20.65	21.58	22.50	23.15	25.47	23.54	16.08	18.66	20.26	18.39	24.08	16.08
20	20.29	21.49	18.56	19.49	17.05	20.88	21.80	22.72	23.37	25.71	23.78	17.05	19.78	21.48	18.56	24.31	17.05
21	20.29	21.49	18.56	19.49	17.05	20.88	21.80	22.72	23.37	25.71	23.78	17.05	19.78	21.48	18.56	24.31	17.05
22	20.29	21.49	18.56	19.49	17.05	20.88	21.80	22.72	23.37	25.71	23.78	17.05	19.78	21.48	18.56	24.31	17.05
23	20.43	21.60	18.67	19.60	17.17	21.00	21.92	22.83	23.48	25.83	23.90	17.17	19.92	21.64	18.67	24.43	17.17
24	20.43	21.60	18.67	19.60	17.17	21.00	21.92	22.83	23.48	25.83	23.90	17.17	19.92	21.64	18.67	24.43	17.17
25	20.43	21.60	18.67	19.60	17.17	21.00	21.92	22.83	23.48	25.83	23.90	17.17	19.92	21.64	18.67	24.43	17.17
26	20.43	21.60	18.67	19.60	17.17	21.00	21.92	22.83	23.48	25.83	23.90	17.17	19.92	21.64	18.67	24.43	17.17
27	20.54	21.71	18.78	19.72	17.29	21.12	22.03	22.94	23.59	25.95	24.01	17.29	20.05	21.78	18.79	24.55	17.29
28	20.65	21.83	18.90	19.85	17.40	21.23	22.14	23.05	23.71	26.08	24.12	17.40	20.18	21.92	18.90	24.67	17.40
29	20.77	21.94	19.01	19.96	17.51	21.34	22.25	23.17	23.82	26.20	24.24	17.51	20.31	22.06	19.01	24.79	17.51