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MASTER CONTRACT

between the

Niles City Board of Education

and the

**Ohio Association of
Public School Employees,**

AFSCME Local No.4, AFL-CIO and Local No. 365

Effective September 1, 2019 through August 31, 2022

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ARTICLE I INTRODUCTION

THIS CONTRACT, made as of the 1st day of September 2019 by and between the NILES CITY SCHOOLS, hereinafter referred to as the "Board", and the OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AFSCME LOCAL NO. 4, AFL-CIO and LOCAL NO. 365, hereinafter referred to as the "Union". The provisions of this Contract shall become effective on the 1st day of September 2019 except as otherwise expressly provided herein.

A. Recognition

The Niles City Board of Education hereby recognizes the Ohio Association of Public School Employees, AFSCME Local No. 4, AFL-CIO and Local No. 365, as the exclusive representative of the classified personnel, as hereinafter defined; and, accordingly, the Union makes this Contract in its capacity as the exclusive collective bargaining representative of such hereinafter-defined personnel.

B. Defining the Bargaining Unit

The "Bargaining Unit" shall be defined as all classified employees in the following positions or classifications, who are regularly assigned to a work schedule:

- Bus Mechanic
- Bus Aides
- Cafeteria Personnel
- Custodial Personnel (Head Custodian, Assistant Custodian, Assistant Custodian/Groundskeeper, Warehouse/General Maintenance Personnel)
- Paraprofessional Educational Assistant Personnel (Educational Assistants, Special Education Assistants, Educational Assistant Attendants.)
(Paraprofessional classification seniority begins on September 1, 2008)
- Administrative Assistant Personnel with the exception of the Administrative Assistant to the Superintendent
- License Practical Nurse (LPN)
- Transportation Personnel

Specifically excluded from the Bargaining Unit are the employees listed below and all other employees as specified in Ohio Revised Code 4117.01(K):

- Cafeteria Supervisor
- Transportation/Mechanic Supervisor
- General Data and Operations Assistant
- Administrative Assistant to Treasurer
- Administrative Assistant to the Superintendent
- Payroll Clerk
- Accounts Payable/Receivable Clerk

- Substitutes

C. Preamble

It is recognized that the best interests of public education in the City of Niles is the promotion of harmonious relationships between the Board and the members of the Bargaining Unit; and it is the intent of the parties of this Contract that the procedure set forth herein shall serve as a means for peaceful settlement of all disputes that may arise between them, as set forth herein.

D. Scope of Negotiations

The scope of negotiations shall be limited to matters pertaining to wages, hours and terms and conditions of employment.

E. Management Rights

It is expressly agreed that all the rights which are vested in the Board, except those which are clearly and expressly relinquished herein by the Board, will continue to be vested exclusively in, and be exercised exclusively by the Board without prior negotiations with the Union, either as to the taking of action under such rights, or with respect to the consequences of such action during the term of this Contract.

The fact that management rights have not been specifically listed in this Contract is not intended to be, nor shall it be restrictive of, or a waiver of any rights of management, unless specifically surrendered by this Contract, whether or not such rights have been exercised by the Board in the past.

The Union recognizes the right of the Board, subject to State and Federal laws, rules, and regulations, and except as modified by the provisions of this Contract: to control, supervise, direct, and manage the Niles City School District and its staff.

The Superintendent and the administrative staff have the responsibility of administering those policies established.

The classified personnel have the responsibility of providing the best possible supportive services to the educational program.

F. No Strike Pledge

In consideration of the rights and privileges extended to the Union, pursuant to, or arising from the foregoing provisions of this Contract, the Union does hereby promise and agree that no employee covered by this Contract shall strike or otherwise refuse to perform work or withhold services, nor shall any member or officer of the Union anticipate, approve, or consent to a strike or the withholding of services by the employees of the Board for the duration of this Contract. Upon violation of this provision and the terms and conditions of the foregoing Contract, at the discretion of the Board, this Contract

shall be null and void, and all rights and privileges extended to its provision shall thereupon be terminated.

G. Discrimination Clause

The parties to this Contract hereby agree that they will not discriminate against any person, either as an employee of the Board, nor as a member of the Union, because of race, creed, color, national origin, political affiliations, sex, or age, in violation of any law; and the parties further agree that this Contract shall be administered without regard to race, creed, color, national origin, political affiliations, sex, age, or disability.

**ARTICLE 2
REQUEST FOR ELECTION**

A representation election shall be conducted by the State Employment Relations Board (SERB.) when a petition is filed by thirty percent (30%) or more of the eligible employees in the Bargaining Unit, or by the Board, in accordance with the rules prescribed by the State Employment Relations Board.

A petition for an election may be filed with the State Employment Relations Board no sooner than one hundred twenty (120) days, nor later than ninety (90) days, and at no other time, prior to the expiration of this Contract.

**ARTICLE 3
NEGOTIATIONS PROCEDURES**

A. General Provisions

Section 1. Inauguration Steps to Agreement: Issues proposed for negotiations shall be submitted in writing to the Board by the Union and by the Board to the Union at the first negotiations session. Said proposals shall be specific and complete. A mutually agreed meeting date will be set no later than April 1st, unless all parties agree to a later date.

Section 2. Negotiating Teams: The designated representatives of the Board and the recognized Bargaining Unit representative shall be represented at all negotiation meetings by a team of negotiators, not to exceed seven (7) members each.

Section 3. Meetings: The designated representative of the Board shall meet with the Union for the purpose of affecting a free exchange of facts, opinions, proposals, and counterproposals, in order to reach mutual understanding and agreement on appropriate matters submitted for negotiations. Team members shall be excused from duty to attend negotiations meetings, without loss of pay, should such meetings fall within their work shifts.

Section 4. Good Faith Negotiations: All parties are obligated to deal openly and fairly with each other on all matters, and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a

concession.

Section 5. Issues: All issues to be proposed for negotiations shall be in writing and comprehensive in nature.

Section 6. Exchange of Information: The Board, the Superintendent, and the Union agree to exchange, upon reasonable request, all available information necessary to negotiate intelligently and accurately.

Section 7. Caucus: Upon the request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable period to caucus.

Section 8. Consultants: Consultants may be used if deemed advisable by either party. The expense of such consultants shall be borne by the party requesting them.

Section 9. The Niles City School District and OAPSE Local #365 shall each appoint one (1) member to proof read the September 1, 2019 through August 31, 2022 Collective Bargaining Agreement, along with the Memorandums of Understanding regarding Class B CDL SP Endorsement & other Ohio Pre-Service Certification.

After the new Collective Bargaining Agreement is ratified, copies will be provided to both the Union and the membership and the Board and Administration.

Any costs associated with compliance with this Article and Section shall be split by the parties.

B. Agreement

As agreement is reached on each issue, it shall be reduced to writing and initialed by each party. When consensus is reached covering the areas under discussion, the proposed Contract shall be reduced to writing and signed by the members of the respective committees. Prior to the negotiated Contract being presented to the Union and to the Board, both parties shall review the Contract to determine the accuracy of the transcript and the members of both negotiating teams shall pledge to recommend adoption of the tentative agreement. Within five (5) days following the tentative agreement, said Contract shall be submitted to the membership of the Union. If such membership ratifies said Contract, upon written certification by the Union President of such ratification to the Board, or its designated representatives, the Board shall consider the ratification within a period of five (5) days.

C. Disagreement

If the parties hereto cannot reach agreement, impasse shall be declared. If impasse is declared, it is with the understanding that the impasse proceedings are declared on all issues where tentative agreement has not been reached. The parties shall jointly request the Federal Mediation and Conciliation Service to appoint a mediator for the purpose of

assisting in reconciling differences and in resolving the controversy. The Federal Mediation and Conciliation Service shall appoint a mediator in accordance with the rules and procedures prescribed by the service for making such an appointment. The mediator will meet with the representatives of their respective parties, forthwith, either jointly or separately, and take such other steps, as he/she may deem appropriate in order to affect a resolution of the disputed question(s). The mediator will not, however, without the consent of both parties, make findings of fact or recommend terms of settlement. The mediator has the authority to recommend, but such recommendation is not binding upon the parties. The costs for the services of the mediator, if any, including per diem expenses and actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the bargaining representative.

ARTICLE 4 GRIEVANCE PROCEDURE

A. Purpose

This grievance procedure is designed to ensure fair and orderly discussion of grievances without fear of reprisal; to promote open communications between the administration and staff; and to secure resolution of disputes at the lowest possible level.

B. Definitions

1. A "Grievance" shall be defined as a complaint involving the interpretation, application, or alleged violation of working conditions and the provisions of this Contract.
2. "Day(s)", as used in this article, shall mean a normal work day, but shall not include any Saturday, Sunday, or holiday.
3. The "Grievant" is the employee, or group of employees, or the Union, filing the alleged grievance.
4. "Union Official" shall mean the authorized representatives of the Ohio Association of Public School Employees, i.e. - an Officer, Building Representative, Steward, etc.
5. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant. If the immediate supervisor has no authority to resolve the grievance, the grievance shall be given to the Superintendent who shall designate the appropriate administrator.

C. Rights of the Grievant and the Ohio Association of Public School Employees

1. A grievance may be filed only by: (1) an employee who has been personally, and/or directly affected; or (2) the Union Official on behalf of the employee(s) who is affected by the underlying action upon which the grievance is based.

2. If a classified employee files a grievance, such fact cannot be used against that employee in any recommendation for reemployment or for other employment; nor shall the classified employee or the Union Official be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure. Grievance records are to be kept separate from permanent personnel file records.
3. At any step of the procedure, in which a decision seems satisfactory to the Union Official, the Union Official may withdraw its support of the grievant.

D. General Provisions

1. An employee must discuss his/her grievance at the informal step within (10) days of the date on which the employee was affected by the underlying action upon which the grievance is based, or the grievance is waived.
2. The grievant's failure to comply with any time limit or procedure specified in this article shall constitute a waiver of his/her right to pursue the grievance further.
3. Any grievance, not answered within the time limits, shall be moved to the next step.
4. All notices of hearings and decisions shall be sent to the Grievance Chairperson and Grievant. Failure to comply with this provision will move the grievance to the next step.
5. In any disciplinary action, which may result in lost time in that instance, the administrator shall inform the employee of his/her right to Union representation. If the employee requests representation, no further discussion shall take place until the arrival of the grievance chairperson. The administration shall have the right to have a representative present at such meeting.
6. This grievance procedure shall be the exclusive means of resolving disputes concerning this Contract.
7. Except as provided under the informal grievance procedure, the Union Official will be the recognized agent for all classified employees.
8. Forms for the processing of grievances will be designed jointly, and will provide for information required for the proper documentation of the grievances.
9. The cost of forms, relative to this article, shall be borne by the Board.
10. If the contract is violated by the occurrence of a strike, picketing, work stoppage, or interruption, no grievances shall be discussed or processed, at any level of this procedure, during the period of such action. Following the conclusion of such action, grievances shall proceed at their appropriate level.

11. Employees involved in grievances and/or arbitration hearings shall be excused from duty without loss of pay.

E. Grievance Procedure:

1. Informal

An employee, who believes there is basis for a grievance, shall first discuss the alleged grievance with his/her immediate supervisor, and indicate that the issue may be the subject of a formal grievance. This procedure shall be instituted under Section D, General Provisions, 1.

2. Formal

Step 1 – Immediate Supervisor: The grievant shall have the right to, within five (5) days of the date of the informal discussion with the supervisor, contact the Union grievance Official and file a formal grievance at Step 1. Within ten (10) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and the Union Official and shall indicate, in writing, his/her disposition of the grievance by completing Step 1 of the Grievance Report Form and returning it to the grievant, with copies being sent to the appropriate parties within seven (7) days of the hearing.

Step 2 — Superintendent’s Designee: The grievant shall have the right to, within five (5) days of the Step 1 disposition, complete the Grievance Report Form, Step 2, and submit the grievance to the Superintendent’s designee. Within ten (10) days of receipt of the Step 1 Grievance Response, the Superintendent’s designee shall meet with the grievant and The Union Official and shall indicate, in writing, his/her disposition of the grievance by completing Step 2 of the Grievance Report Form and returning it to the grievant, with copies being sent to the appropriate parties within seven (7) days of the hearing.

Step 3 – Superintendent: The grievant shall have the right to, within five (5) days of receipt of the Step 2 disposition, complete Grievance Report Form, Step 3, and submit the grievance to the Superintendent. Within ten (10) days of receipt of the Step 2 Grievance Response, the Superintendent shall meet with the grievant and the Union Official and shall indicate, in writing, his/her disposition of the grievance by completing the appropriate part of Step 3 and forwarding it to the grievant, with copies being sent to the appropriate parties within seven (7) days of the hearing.

Step 4 – Binding Arbitration: The Union shall have the right to, at the grievant request, seek a binding arbitration hearing. The request for binding arbitration shall be made within twenty (20) days following the receipt of the Superintendent’s disposition of the grievance (Step 3). The request for binding arbitration shall be by certified mail, with return receipt requested, to the Superintendent.

Within ten (10) days following receipt of the request for binding arbitration by the Superintendent, the Board, or its designated representative, and the Union shall mutually petition the Federal Mediation and Conciliation Service to provide both parties with a list of nine (9) names from which an arbitrator will be selected by the alternate strike method. Either party may request a second list of arbitrators, prior to striking from the first list.

The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit, as agreed to by the Union, the Board, and the arbitrator. The decision shall be in writing and shall be restricted to the grievance, with copies being sent to the appropriate parties.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Contract, nor add to, detract from or modify the language therein, in arriving at a decision in regard to the grievance. The arbitrator will be confined to those issues, which have been presented, and will have no authority to consider other issues, which have not been presented for arbitration. The arbitrator shall have no authority to render a decision in conflict with, or prohibited by, the laws of Ohio.

The decision of the arbitrator will be in accordance with law and will be binding on both the Board and the Union.

The cost of the arbitrator will be the responsibility of the losing party.

ARTICLE 5 EMPLOYEE RIGHTS

A. Individual Rights

Individual classified employees may present their views, discuss problems and recommend items in accordance with the Organizational Chart for classified employees adopted by the Board.

B. Organizational Membership

Classified personnel have the right to join or refrain from joining any organization for their professional or economic improvement and for the advancement of public education. Membership in any organization shall not be required as a condition of employment or as a condition of continued employment.

C. Personnel Files

1. The personnel file of each classified employee shall be maintained in the Superintendent's Office.

2. An employee may request to be provided with copies of any written material to be included in his/her own personnel file. The employee shall be given an opportunity to initial and date the material and to prepare a written response to such material to be included in his/her personnel file.
3. Any employee receiving a written reprimand or notice that may be put in his/her personnel file, which may be used in future disciplinary procedures, shall be given a copy of such reprimand or notice.
4. Letters of reprimand, suspensions, disciplinary actions, and derogatory material shall be expunged from the employee's file based on the following factors:
 - a. No further occurrence or reprimands of any nature, the file shall be expunged within a twenty-four (24) month period of time;
 - b. Within a thirty-six (36) month period of time, the earliest dated reprimand shall be removed from his/her file.
 - c. Any disciplinary action where lost time was the result shall remain in the employee's file for sixty (60) months.
5. An employee shall have the right, at any reasonable time, to examine any material from his/her own personnel file with the exception of materials that include ratings, reports, or records, which were obtained prior to the employment of the employee involved. The Union shall have the right, at the request of an employee, to accompany such employee to review his/her own personnel file and any other records pertaining to said employee.
6. Any person, who prepares written material for placement in an employee's file shall sign the material and signify the date on which such material was prepared.

D. Evaluation

1. Employees may be evaluated, annually, by their immediate supervisor. The employee will be notified, in advance, of the formal evaluation.
2. The evaluation shall be based upon the direct observation and knowledge of the evaluator. The evaluation shall include recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.
3. The immediate supervisor shall discuss the evaluation with the employee. The employee shall sign the evaluation, indicating that the post-evaluation conference was held. The employee shall also receive a copy of such evaluation.
4. Evaluations of classified personnel shall be placed in the personnel file following the

Post-Evaluation Conference.

5. The employee shall have the right to respond to the evaluation, by letter, which shall be attached to the evaluation.

E. Disciplinary Procedures

1. Any disciplinary action shall be for just cause.
2. The Union recognizes the Employer's right to discipline employees for just cause. Discipline should be to instruct as well as to reprimand. Discipline will be administered progressively in the following order:
 - a. First offense – Verbal warning
 - b. Second offense – Written reprimand
 - c. Third offense – Suspension without pay
 - d. Fourth offense – Termination

As a best practice, discipline is to be followed in a progressive manner; however, nothing in this section prohibits a supervisor or the Superintendent from lessening the severity of the consequence outside of the progressive model or for proposing alternatives to the listed disciplinary measures. Further, the supervisor and/or Superintendent are permitted to elevate the level of consequences, up to and including termination should he or she determine the circumstances warrant it.

3. Employees are entitled to representation by a Union Official at all disciplinary meetings. Instructions to employees by administrators on how to perform their jobs are not disciplinary hearings and no Union representation is required.
4. Disciplinary actions, interviews, and/or verbal reprimands affecting classified employees shall be administered in private.
5. In the event that an employee is to be disciplined, the Board shall provide the employee with written notice of the reason(s) for the intended Board action, together with the date(s) for the implementation of the disciplinary action.
6. All disciplinary actions, except discharges, shall be subject to the grievance procedure policy.
7. No employee will be ridiculed or treated in a demeaning manner. All job performance concerns will be addressed as per the above article.

F. Filling of Extra-Curricular Duty Positions

A classified employee shall be permitted to apply and be considered for extra-curricular duties.

G. Labor Management Committee

Board and Association representatives, to include the Superintendent and the Association President, shall meet on a quarterly basis to discuss matters of concern raised by either party. Such meetings shall not be for the purpose of circumventing the negotiations procedure or grievance procedure provided in this Contract. Each party shall submit in writing to the other, at least one (1) workday before the meeting, an Agenda listing those matters it wishes to discuss. The meeting may be cancelled or postponed by mutual agreement. Meetings shall not have more than three (3) representatives from each side present, unless by mutual agreement. The meetings shall be chaired alternately by the Association President and the Superintendent. The Association President shall chair the initial meeting.

ARTICLE 6 IN-SERVICE EDUCATION PROGRAMS

Classified employees shall attend a minimum of two (2) in-service education meetings per calendar year, when such meetings are designed to help improve the efficiency, safety, or ease of the work, when offered in either the field of present work of the individual employee or in a classification series within the school system to which said individual employee might reasonably aspire. Such meetings may be scheduled during the regular working hours of the employee. No employee will be required to attend an in-service meeting during his/her vacation or holiday.

Classified employees shall be permitted to attend, with pay, the Northeast District Meeting of the Ohio Association of Public School Employees, which is held on NEOEA day, or they may attend a local in-service education program sponsored either by the Niles City Schools or a surrounding school district. Employees shall inform the Board which in-service program they will be attending on the appropriate form developed by the Superintendent.

ARTICLE 7 LEAVES

Employees who work eight (8) hours per day will be permitted to use any leave in one-quarter (1/4), one-half (1/2), three-quarters (3/4), and full-day segments. Employees who work less than eight (8) hours or who have dual contracts shall be permitted to use leave in one-half (1/2) or full day segments.

A. Sick Leave

1. Each employee shall be entitled to fifteen (15) days of sick leave, with pay, each year, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. The number of sick leave days an employee may accumulate shall be limited to three hundred fifty (350) days.

Employees working one (1), two (2), three (3), or four (4) hours per day, who may obtain positions of at least twice their daily hours worked, shall have their accumulated leave time converted upon assuming their new position. For example, an employee, who had been working four (4) hours per day and who had ten (10) accumulated sick leave days, would have five (5) eight (8) hour days of accumulated sick leave.

2. All employees may use sick leave, upon approval of the responsible administrative officer, for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others, and illness, injury, or death in the employee's immediate family. As per present practice, each member of the Bargaining Unit shall provide to the employer an affidavit stating the reason for use of sick leave. Falsification of the affidavit shall be grounds for disciplinary action. If medical attention is required, or an illness extends more than five (5) days, a certificate stating the general nature of the illness from a licensed physician may be required to justify the use of sick leave.

"Immediate family" shall be defined as: mother, mother-in-law, father, father-in-law, brother, sister, wife, husband, children, stepchildren, stepparents, wards, aunts, uncles, foster children, grandparents, and grandchildren. Any individual(s) permanently living in the same household, who is/are dependent upon the head of the household for their support, shall also be defined as a member(s) of the immediate family if said individual(s) has/have been reported to the Treasurer of the Niles City School District. The employee shall be responsible for keeping this information current.

3. Employees may transfer sick leave, accumulated in another Ohio school district, provided it does not exceed one hundred fifty (150) days.
4. Each newly hired regular employee of the Bargaining Unit, if necessary, shall be advanced five (5) days of sick leave credit upon employment. If illness requires the employee to use the full amount of credit before four months of service have been completed, such member of the Bargaining Unit may not be lawfully advanced additional sick leave credit. The five-day advance is to be deducted from the future accumulation of sick leave credit the member of the Bargaining Unit earns on the basis of completed months of service under provisions of the uniform sick leave law.
5. Each regular employee of the Bargaining Unit, upon the employee's request shall be advanced a maximum of five (5) days of sick leave if his/her sick leave accumulation has been exhausted. Additional days may be granted with Board approval. Any advanced sick leave days will be deducted from the individual's future accumulation of sick leave credit, accumulated Personal and/or Emergency Leave days, or the employee's final paycheck of the fiscal year, provided the employee is entitled to a final pay.
6. The Board shall provide all fringe benefits for a two (2) month period of time to

employees who have exhausted their sick leave.

7. Sick Leave Bank

Any bargaining unit member with a bank of unused sick days may elect to transfer up to five (5) of the accumulated days of sick leave to a specified member of Local #365 who has exhausted his/her sick leave, personal days, vacation days and emergency leave day and who has extenuating circumstances or catastrophic medical problems, with the transfer approved by the Superintendent.

8. Sick Leave Conservation Incentive

Any member of the bargaining unit who has used one (1) sick day or less during a semester shall be granted a stipend equal to their daily rate of pay at the end of each semester.

B. Emergency Leave

Subject to the approval of the Superintendent, an employee may be absent for emergency leave without loss of pay not more than one (1) day in any one (1) school year. Examples of leave due to emergency include, but may not be limited to the following:

1. The observance of religious holidays where total abstinence from work is required by the employee's faith.
2. Attendance at graduation exercises for the employee, his/her spouse, or child.
3. Weather conditions, which render it impossible, despite the exercise of all reasonable effort and precautions, to report to work.
4. Accompanying a member of the immediate family to a terminal upon departing for military service, or meeting a member of the immediate family returning from such military service.
5. Conducting business that cannot be done on Saturday, with explanation.
6. In filling out "Request for Emergency Leave" forms employees shall provide enough details to permit the request to be properly evaluated.

Restrictions: The aforementioned first four (4) reasons for leaves shall be automatically granted by the Superintendent provided that the appropriate written request is received by the Superintendent at least three (3) days prior to the day of the requested leave (except where the three-day notice is not possible).

However, Reason "5" shall require explanation and the approval of the Superintendent if the requested emergency leave day is a Monday or Friday, or the day before or after a

holiday. This reason shall not be used for recreational purposes, to seek other employment, accompany a spouse on a business trip or vacation, or other matters of personal gain.

Emergency leave shall not be used for medical appointments and/or procedures when sick days are available.

C. Personal Leave

Four (4) days of personal leave shall be granted to all bargaining unit members, without loss of pay, each school year (July 1st through June 30) on a non-cumulative basis. Said leave shall be granted only upon three (3) days' notice in advance, and said leave shall not be used the day before or the day after the first or last day of school. In addition, the leave may not be taken during in-service days in the school district. Additionally, the leave may not be taken during statewide testing week except with the prior approval of the superintendent. All unused personal leave shall be paid to employees in the first (1st) pay of July of each year. It shall be paid at the employee's per diem rate.

D. Unpaid Leave

It is understood that no employee shall have a right to such unpaid leave for sporadic or short-term absences, including dock days, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may or may not be granted for non-FMLA qualifying absences to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long-term unpaid leave and based upon legitimate medical reasons.

E. An Incentive Bonus

All unused emergency leave days and previously credited personal leave days shall be credited, annually, to a special account set up for each employee. At the time of retirement, all days credited to this special account, and any accrued sick leave shall be combined and used in calculating severance pay at the time of retirement.

F. Jury Duty

An employee who is absent from duty for jury service or to serve as a witness under subpoena shall be granted leave without loss of pay or other leave for such service. An employee shall not be required to remit to the Board any fee, expense, or other compensation received for service as a juror or witness. The employee shall be required to submit to the Board a copy of the jury summons or subpoena as verification of the leave.

G. Leaves of Absence

1. Upon a written request, the Board may grant a leave of absence for a period of not

more than two (2) years for educational or professional purposes, and shall grant such leaves where illness or other disability is the reason for the request.

2. Employees on authorized leaves of absence shall be considered as maintaining the characteristics of continuity of service. Seniority shall not accrue while on an unpaid leave of absence.
3. Reinstatement: In all cases of unpaid leave of absence, the employee shall give notice of his/her intent to return to his/her former position, or a similar position if the former position no longer exists, at least forty-five (45) days prior to the expiration of the leave.
4. Fringe Benefits: Employees on an approved leave of absence shall be permitted to continue all fringe benefits upon payment to the Treasurer of the District the amount of the premium monthly or the COBRA administrator.
5. A leave of absence will not be granted to accept employment elsewhere on a trial basis, or to accept employment outside of the bargaining unit.
6. Temporary Employees
 - a. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.
 - b. If, after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within one (1) year after his/her employment as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement period for salary purposes only.

H. Maternity Leave

How long a pregnant member of the Bargaining Unit may continue in her assignment is a matter best left up to the individual and her doctor. It is expected that, as long as she is working, the pregnant member of the Bargaining Unit shall perform all her duties adequately, maintain normal attendance, and accomplish all duties.

The pregnant member of the Bargaining Unit is expected to notify the Superintendent, in writing, of her pregnancy as soon as she learns that she is pregnant, and also to notify the Superintendent, in writing, of the expected delivery date as soon as her doctor informs her of that date.

If her condition, as certified by a doctor, requires, a pregnant member of the Bargaining Unit may use accumulated and unused sick leave for up to fourteen (14) days before the

expected delivery date and for up to thirty (30) days after delivery or other termination of the pregnancy, unless the use of additional days before or after the delivery or other termination of the pregnancy is recommended, in writing, by the physician.

If a pregnant member of the Bargaining Unit prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave credit, the individual may apply for a leave of absence, without pay or benefits, under the following:

1. A maternity leave shall consist of the remainder of the school year and one (1) additional year if so desired by the individual. The Board may grant and additional leave.
2. A member of the Bargaining Unit, returning from a leave of absence, shall be reinstated to her former position, or a similar position if the former position no longer exists.

The member of the Bargaining Unit is expected to notify the Superintendent of her intended option at least one (1) month in advance, in order that the Superintendent can arrange for a replacement without interruption in the services rendered to the Board.

I. Paternity Leave

The Board shall grant three (3) days of leave per school year, chargeable to sick leave or emergency leave, at the discretion of the member of the Bargaining Unit, to any member of the Bargaining Unit who fathers a child or adopts a child during the school year.

J. Assault Leave

The Board shall grant a paid assault leave not to exceed ten (10) work days per assault, renewable up to another ten (10) work days at the request of the attending physician per assault, in lieu of paid sick leave, for Bargaining Unit employees who are disabled due to a physical disability resulting from an assault which occurs in the course of Board employment or which occurs while carrying out approved school related assignment.

Any amount of salary payable pursuant to this section shall be reduced by the amount of any worker's compensation for temporary disability due to said assault injury for the period which salary is paid. In order to be eligible for a leave, the employee shall be required to submit a physician's verification that a disabling condition exists due to the assault. The employee shall provide the Board a statement that indicates the nature of the injury, the date of its occurrence, and, if known, the identity of the individual (s) causing the assault, and the name(s) (if any) of the witnesses. This provision shall not apply if the assault was by another employee of the Board.

K. Personal Leave, Emergency Leave and Vacations

Personal Leave, Emergency Leave and Vacations will be credited in the Treasurer's

Office records by July 30, with the aforementioned Leaves effective as of July 1st of each fiscal year. Each employee shall be required to verify his/her credits on or before October 1 of each fiscal year or the records will be considered conclusive.

As per present practice, an employee using any of the above paid leave days shall be entitled to pay for the hours the employee actually works.

L. Family Medical Leave

Employees eligible for FMLA leave shall be granted such leave in accordance with federal law. In accordance with provision A. of this Article, sick leave shall run concurrently with use of FMLA leave.

ARTICLE 8

VACANCIES, JOB POSTINGS, TRANSFERS, AND RE-ASSIGNMENTS

A. Job Posting

1. The Board shall post all job vacancies, including newly created positions and promotional positions for a period not to exceed five (5) working days and shall be posted as vacated or created. At the end of the five (5) working days, the bidding shall be closed. Vacant positions will be posted on the District's website, and will be e-mailed to all employees' nilesmckinley.org e-mail accounts. All vacant or newly created positions must be posted for bid. The posting period shall begin no later than ten (10) working days after the Board accepts the retirement or resignation of the individual. A vacancy shall be defined as either a newly created position or a position vacated by an employee as a result of death, resignation, retirement, termination, or movement within the workforce. Vacancy notices shall be e-mailed to bargaining unit members and posted at the Board of Education.
2. In emergency situations, when it is necessary to immediately fill a vacancy, employees within the department and classification will meet, with the approval of the Superintendent and a majority of members of the classification involved. The open position will be offered as per language in Article 8C, and awarded accordingly. Subsequent openings in that classification will be offered and filled in the same manner. The last position which remains unfilled will be posted as per Article 8.

B. Request of Position

An employee, within a classification or outside a classification, must make a request for the vacant position, in writing, to the Superintendent. Upon request, following the closing date of a posting, the Union president and grievance chairperson shall be given a list of Bargaining Unit member(s) who have requested the vacant position(s).

C. Award of Position

The award and filling of the vacancies shall occur within ten (10) working days of the closing of the bids, using the following formula:

1. Award Within the Classification

- a. The vacant position shall be awarded, within ten (10) working days, to the bidding employee within the classification of the vacancy with the highest classification seniority date provided the applicant meets with the minimum qualifications for the position.
- b. "Classification" shall be defined as the classification series having the same or similar duties (i.e., Cafeteria: Assistant Cook, Cafeteria Manager).
- c. An employee may request to be returned to his/her former position within ten (10) working days after being awarded the position.

2. Award Outside the Classification

- a. If no employee within the posted classification applies for the vacancy, an employee who requests the vacancy from one classification to another shall be granted the position on the basis of seniority provided the applicant meets the qualifications for the position as established by the Board of Education. Prior to any test being given, the Superintendent will meet with the Association President and his/her designees (Union Committee shall not exceed 3 persons) to discuss testing make-up and methods. A test shall be required in the Administrative Assistant Personnel classification only.
- b. "Outside the Classification" shall be defined as an employee moving from one classification series to another (i.e., Bus Driver to Custodial Maintenance series).
- c. Probationary Period: An employee who fills the vacancy shall take such position subject to the following conditions:
 1. The employee shall be subject to a probationary period of thirty (30) days and may, at any time during that period, be removed and reassigned to his/her former position should his/her job performance not prove satisfactory.
 2. During the thirty (30) day probationary period, the employee may request to be returned to his/her former position.
 3. The Board shall hire a substitute to fill the vacancy created by employee transfer, not to exceed thirty (30) days, to accommodate the probationary period. After thirty (30) days, if the employee does not return to his/her former position, it shall be posted.

D. Placement on the Salary Schedule

A Bargaining Unit member, promoted to a position within his/her classification series or to a position outside his/her classification series, shall be placed on the new step of the appropriate salary schedule at the next highest hourly rate above the current hourly rate the employee was receiving. An employee affected in this manner will be guaranteed a minimum increase of \$.25 per hour.

E. Notification

1. During the summer months, the president of the Union shall be given additional copies of the posting.
2. Within five (5) days after a vacancy is filled, the date and name of the person filling the vacancy shall be given to the president of the Union.

F. Transfer and Re-Assignment

1. Assignments and re-assignments shall be made according to the best interests of the school system, as determined by the administration, provided it is within the employee's classification.

In order to facilitate the reduction of positions, as referred to in Article 9, the Superintendent shall have the right to rearrange positions, to split assignments between buildings or between departments and/or to add hours to positions. Any reassignments under this provision will allow the right of first refusal to the most senior bargaining unit member(s) within the classification and will be filled by the least senior qualified bargaining unit member(s) if no employees accept the reassignment. The Board and the Association will work to make sure that individuals whose positions are split between buildings have transportation to do so. Mileage will be reimbursed in accordance with Board Policy.

- a. If a position has hours added, it shall be posted in accordance with Section 8.
2. Temporary or Emergency Transfer: Temporary assignments may be made in the event of an emergency, but shall not extend beyond thirty (30) days. Should the emergency extend beyond thirty (30) days, with the concurrence of the employee and the Union, the emergency transfer may be extended to ninety (90) days only. Any transfers under this provision will allow the right of first refusal to the most senior bargaining unit member within the classification, and will be filled by the least senior bargaining unit member who meets the minimum qualifications for the position if no other employee accepts the reassignment. The Board and the Association will work to make sure that individuals whose positions are split between buildings have transportation to do so. Mileage will be reimbursed in accordance with Board policy.

ARTICLE 9

REDUCTION IN WORK FORCE OR LAYOFFS

Whenever it becomes necessary to reduce the number of employees in a job classification, due to abolition of a position, lack of funds, or lack of work, the number of people affected by a reduction in work force will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position. Probationary employees, in that classification, shall be laid off first, followed by regular employees. Lay-off of regular employees shall be made in the inverse order of years employed by the Board under the following rules:

- A. Within a department, the person with the lowest number of service years in the classification affected shall be the first laid off. If further layoffs are necessary, the same procedure shall be used.
- B. Any employee affected by such a reduction may displace a less senior employee within the same department/classification or in a lower department/classification in the following order:
 - 1. Within the same classification/department; (Example: Assistant Custodian is classification/department).
 - 2. Within the same classification/department series; (Example: Custodial Classification includes Head Custodians, Assistant Custodians.)
 - 3. Within the classification the employee held immediately prior to holding classification from which the employee was laid off. For the purpose of determining bumping rights, the departments and classifications within a department are identified in Article 1, Recognition, and in the salary schedules.
- C. In refilling vacancies caused by such lay-offs, employees shall be recalled in the reverse order of lay-off.
- D. A person on lay-off shall maintain his/her recall rights for a period of two (2) years from the date of lay-off.
- E. The term "years employed," as used in this section, shall be defined as continuous years of service from the first date of hire until legal separation through resignation or termination. Leaves of absence shall not constitute a break in service.
- F. Prior to any reduction in the classified staff, the Superintendent and the Union shall meet to discuss such reductions at least ten (10) days prior to the Board Meeting at which the official action may be taken. It is understood and agreed that the purpose of the notification is to give the Union advance notice of the impending reduction in force or layoff, and for no other reason; and that failure of the Board, or its designee, to timely notify the Union president, as provided

herein, shall not, in any manner, affect the Board's action on reduction or layoff.

- G. The Board agrees that it will not utilize long-term substitute workers (more than 30 days) while members of the Union performing such work in that building, are on lay-off status.
- H. To facilitate reductions in force through attrition, a position that is vacated after the first semester of a school year, and which the Board intends to reduce during or at the end of the school year, may be filled by a substitute through the end of the school year. For example, a substitute bus driver may finish out the school year until routes can be rearranged. The Board shall notify the Union in writing no later than ten (10) workdays from the time the position is vacant as to the Board's intentions as far as the position being reduced. In the event the Board declares a vacancy as a position to be reduced and subsequently decides to fill the same position the next school year, it will be posted within ten (10) days of the Board's decision in accordance with Article 8 (A).
- I. Whenever an OAPSE member is absent, those OAPSE members on the RIF list who are in the absent employee's classification will be called to substitute by classification seniority before calling other substitutes. This procedure will be followed once all provisions in Article 20 (H) have been followed.

ARTICLE 10 JOB DESCRIPTIONS

- A. The Board of Education may adopt job descriptions for each classification held by a member of the Bargaining Unit. The Board of Education retains the right to establish qualifications it deems necessary for any Bargaining Unit position listed in Article 1 (B).
- B. The Union shall be furnished with copies of the job descriptions for each classification covered within the Bargaining Unit following adoption by the Board of Education. All newly hired employees shall be furnished a copy of their job description upon hiring.
- C. Changes in employee job duties, which affect terms and conditions of employment, shall be made when the position is vacant.

Changes in job duties shall be agreed to by the Administration and the Union through a Labor Management meeting.

These changes shall appear on the Job Postings as per Article 8 (A), of this Agreement.

ARTICLE 11 PHYSICAL EXAMINATIONS

Physical examinations of employees, which are required on an annual basis, shall be paid for by the Board only if examined by the school physician. The cost incurred for a pre-employment physical examination is the responsibility of the applicant.

**ARTICLE 12
TRAVEL ALLOWANCE**

Classified employees, who are required to use their automobile in the performance of their duties, will be reimbursed for all such travel at a rate equal to the per mile rate being utilized by the Internal Revenue Service, as prescribed by the Board, for all driving done between arrival at the first location at the beginning of their work day and departure from the end of their work day. Employees required to report to work outside of the boundaries of the District shall be transported with the student(s), unless the employee opts to self-transport.

**ARTICLE 13
SAFETY EQUIPMENT**

The Board agrees to furnish the safety equipment necessary to ensure the safety of the employees and to comply with occupational safety and health standards .

Recommendations may be made periodically, to the administration by the Union, regarding safety procedures, manpower, and equipment necessary in the safe performance of the employees' job functions. All regular employees, who are required to attend an OSHA approved universal clean-up procedure seminar , will attend a board-sponsored seminar. Those not attending will be responsible, at their own expense, to meet the requirements as referenced herein, provided the seminars are held in Trumbull, Mahoning, or Portage Counties.

Custodial and cafeteria employees must adhere to the required safety attire as established by the Administration concerning the welfare of employees. The requirements shall be posted in relevant areas of the building.

**ARTICLE 14
WORKERS' COMPENSATION**

The Board shall continue to contribute its assessment to the public insurance fund, as provided by law. Any employee, injured in the course of his/her assigned duties, is entitled to file a claim for compensation as prescribed by the Workers' Compensation Laws of the State of Ohio. Employees shall have the option to use sick leave or wage reimbursement under the act.

An employee, injured in the course of his/her assigned duties, must file an Employee Accident Form, prescribed by the Board, within twenty-four (24) hours from the time of the accident, or as soon as possible thereafter.

Initial applications for Workers' Compensation should be filed with the Bureau as soon as possible after the injury.

The Board reserves the right to require a physical examination for any employee injured in the course of his/her assigned duties at full cost to the Board. For eligible employees who are

receiving Workers' Compensation benefits, the Board will continue to pay the premium cost for health care coverage for a period of one (1) year.

ARTICLE 15 SUBSTITUTE TRAINING

Except in cases involving an emergency, all new substitute employees shall be provided an in-service-training program in order to familiarize themselves with job duties, school operations, and school facilities, including AHERA standards. No compensation will be provided for the employee attending the substitute in-service training program.

ARTICLE 16 TRANSPORTATION PROVISION

A. Extra-Curricular Bus Trips

The following procedure is established to determine the assignment of extra-curricular and school-related field trips requiring school bus transportation. A board-owned bus or van will be used for school-related field trips and/or extracurricular trips. All current contract language will apply as it relates to the trip rotation and assignments.

1. All regular drivers for the forthcoming school year shall be given the opportunity to give written notice of their intention to drive special trips. Sign-ups for special trips will take place on August 1 and then again on January 1 of each school year. If a driver removes him/herself from the roster they must wait until the next sign-up date. The only exception to this is when there is a new hire.
 - a. The Bus Mechanic will be offered extra-curricular trips once all drivers on the rotation are offered the trip(s). The bus mechanic will be offered the work before other substitutes.
2. A special Trip Roster, arranged in chronological order of years of service in the Niles City Schools, will be developed and posted at the Bus Garage, listing those drivers who have given written notification of intent.
3. Requests for special trips shall be processed in the Business Office, in accordance with Board Policy.
4. Processed special Trip Tickets shall be submitted to the Transportation Supervisor who shall assign the trips on a rotational basis from the determined roster. All reasonable efforts shall be made to post the trips by noon on Thursday of the week preceding the scheduled trip.
5. In addition to assigning trips on a rotational basis, the intent shall be also to assure that each driver will have had the opportunity to work the same number of hours during the school year.

6. Drivers who are off shall not make up trips.
7. A driver must drive some portion of their regular run in order to be eligible to drive extra-curricular trips/field trips that day (unless it's an all day trip).
8. There will be three (3) trip rosters: Day, night and unscheduled trips (with less than twenty-four (24) hours' notice.)
9. The white van (utility box truck) will be used at the discretion of the Superintendent or his/her agent (Maintenance Supervisor or Transportation Supervisor). When used after school hours for extra-curricular activities, the Transportation Supervisor will assign a bus driver, if available, on a rotating basis starting with the most senior driver. If a bus driver is unavailable, the Transportation Supervisor will contact the Maintenance Supervisor who will assign a school custodian on a rotating seniority basis. If a bus driver or custodian rejects an opportunity to drive the white van when offered, they will drop to the bottom of the rotation.

B. Additional Provisions

1. All drivers shall be paid a minimum of four (4) hours for the Mandatory Safety Meeting, when it is not part of their regular scheduled work day/year.
2. A meeting will be held prior to the start of each school year between the Bus Drivers, the OAPSE President, the Transportation Supervisor, Nurses, the ESIS Coordinator, and Building Principals in order to discuss bus rider information and to generate a bus rider listing. A complete bus rider listing will be provided to each driver prior to the start of each school year. The list will include each bus rider's name, address, phone number(s), guardian(s) name(s), and any and all medical/behavior conditions which the drivers should be made aware of. Additional meetings may be held through the school year in order to maintain an accurate listing for each bus route.
3. The Board shall reimburse each regular driver up to a maximum of Thirty Dollars (\$30.00) in any four (4) year period for costs and fees required for their commercial drivers' license.
4. Regular bus driver shall be paid at their current rate of pay for all time spent as trainers for new bus drivers. The transportation supervisor shall determine the number of hours needed to properly train all new bus drivers.
5. On each day that an extra-curricular bus trip (or bus trips) is (are) available during a bus driver's regular hours, regular bus drivers shall be given the opportunity to take the trips on a rotation basis. Drivers who take a field trip, which encompasses any part of their regular run, shall not be paid for their regular run missed that day.
6. A stipend of \$200 per year for advanced certification which consists of beginning and

advanced Bus Driving and Red Cross (Omitted from 1994-1997 "Red" OAPSE Contract Book) will be paid in one check.

7. The restroom in the bus garage will routinely be cleaned by custodial personnel.
 8. Within each semester, all building Principals will meet with the Transportation Supervisor in order to discuss outstanding issues. The Transportation Supervisor will be responsible for scheduling the meetings and will inform the bus drivers of same. All drivers shall have the opportunity to express their concerns to the Transportation Supervisor prior to the meeting.
- C. Drivers will be notified by the Transportation Supervisor when tapes (on buses) are viewed with the contemplation of possible student discipline.
 - D. Pre and post-trip inspections shall be performed daily and included in the driver's regular route.
 - E. Drivers shall thoroughly sweep and perform all duties of cleaning the interior of his/her assigned vehicle as needed and not less than once per week. If the Transportation Supervisor determines that cleaning the bus becomes excessive (i.e., unusual circumstances), the driver will be compensated for time worked cleaning the bus.
 - F. In the event of an emergency, drivers shall contact the Transportation Supervisor.
 - G. Developing new routes and/or organizing present routes to better serve the District, is performed at the discretion of the Board. New route(s) will be offered to the employee with the highest seniority. If the most senior employee does not accept the route, the Transportation Supervisor will offer it to the next senior employee and continue down the seniority list until the route is assigned.

ARTICLE 17 SENIORITY

A. System Seniority Defined

"System Seniority" shall be defined as an employee's length of continuous service with the Board, as determined by the first day worked as a regular employee in a bargaining unit position (Article I). Transfers or promotion dates shall not be construed to be the most recent date of hire, nor shall days worked as a substitute employee prior to being granted a regular position be construed as most recent date of hire.

All parties shall remain harmless should a change/correction of an employee(s) seniority date occur.

B. Classification Seniority

"Classification Seniority" shall be defined as the employee's continuous length of service within a particular job classification computed from the date of entry into each job classification.

C. One-Hundred and Thirty-Five (135) Working Day Probationary Period

There shall be a probationary period of one-hundred and thirty-five (135) working days to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required. During such time, a new employee shall have no seniority or Union rights granted under this Contract. Employees retained beyond this one-hundred and thirty five (135) working day period shall have their seniority computed according to Section 1 of this article.

D. Accrual

Employees shall accrue seniority while on sick leave and lay off.

E. Seniority Broken

Seniority shall be broken by termination or resignation.

F. Seniority List

A seniority list shall be maintained by the Board for all employees within the district. Upon request, the Board shall provide a seniority list to the Union president.

G. Employee Tenure

All Bargaining Unit employees, as defined in Article 1, Recognition, who have successfully completed their one-hundred and thirty five (135) day probationary period shall be tenured employees of the Niles City School District and shall be entitled to all rights as set forth in this agreement.

ARTICLE 18

UNION... RIGHTS AND PRIVILEGES

A. No Reprisal Clause

The Board and administration agree that there will be no reprisals, of any kind, taken against the members of the Bargaining Unit for action taken relative to negotiations, and/or membership representation, and/or holding office in the Union, and/or for the formal filing of a grievance.

B. Minutes of Board Meetings

1. The Union will be provided with copies of the minutes of official meetings of the

Board. Three copies of the official Board agenda, along with exhibits, shall be made available to the Local President at, least two (2) days prior to the meeting, whenever possible.

2. OAPSE Local #365 President shall be provided a copy of all Board Policies and subsequent Amendments to the same as they occur.

C. Use of School Facilities

The Union will have the right to use school buildings, with prior notification and approval from the central office, providing the Board does not incur any additional expense for such meeting.

The Board shall provide the use of or space on existing bulletin boards in each school building for the purpose of displaying notices, circulars, and other Union materials.

D. School Equipment

The Union may use: computers, printers, copiers, fax machines, email, etc. provided that qualified operators use the equipment outside their regular work schedule. It is understood that the cost of all the supplies consumed will be paid for by the Union.

E. Inter-School Mail System

The Union shall have the right to use the inter-school mail system to distribute materials to their building representatives.

F. Directory Assistance

The Union will be provided with the names and addresses of all new classified employees, and all retiring classified employees, as soon as such information is available.

G. Attendance at Meetings

The Board agrees to permit three (3) duly elected/appointed delegates of OAPSE Local No. 365, leave of three (3) days each to attend the OAPSE Annual Conference/OAPSE Officers' Seminars with continuity of salary.

H. Exclusive Rights Clause

The rights and/or privileges granted to the Union by this article will not be granted to any other classified employee group or organization which purports to represent any classified employee or group of classified employees covered by this Contract.

I. Job Security

Provided that it remains economically feasible, the Board agrees not to replace any entire classification of the Bargaining Unit by subcontracting services.

The Board agrees that administrators, teachers, supervisors and any other excluded employee as referenced in Article I shall not perform work that is customarily performed by the bargaining unit.

ARTICLE 19

AGENCY SHOP

- A. OAPSE, Local No. 365, and the Niles City Board of Education agree that each and every classified full-time and short-hour employee in the recognized Bargaining Unit should contribute equally toward the cost of administration of this master agreement by OAPSE and for representation of the classified employees in the described Bargaining Unit by OAPSE
- B. All classified employees, whether they are employed by the Board as regular full-time or regular short-hour employees who are eligible to hold membership in OAPSE, Local No. 365, shall become either:
 - 1. A member of OAPSE, Local No. 365, and execute an authorization for dues deduction on a form provided by OAPSE
 - 2. In the alternative, the Board Treasurer shall deduct from the salaries of the employee not applying for membership, a service fee in the amount set forth in written notification by the OAPSE, Local No. 365, Treasurer, such notice to be provided no later than October 1st of each school year. Such fee shall be required as a condition of employment.
 - 3. Any employee who has been declared exempt for religious convictions by SERB shall not be required to pay said fair share fee. However, such employee shall pay on the same schedule, as Union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund, exempt from taxation under Section 501 (3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish the Association State Treasurer with written receipts evidencing payment to such agreed upon non-religious charitable funds. Failure to make such payment or furnish such receipts as proof of payment shall subject each employee to the same sanctions, as would non-payment of Union dues under the agreement.
 - 4. In no case shall the monthly service fee be in excess of the regular OAPSE membership dues.
- C. All Bargaining Unit members shall either authorize payroll deduction for the payment of dues or remit payment in full directly to the Local No. 365 Treasurer.

- D. Such deductions shall be made in nine (9) equal installments beginning with the last pay in September. Signed payroll deduction authorizations, executed by the member shall be continuous from year to year, or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee. An employee may withdraw membership during a ten (10) day period from August 22nd through August 31st.

Should a member withdraw during this withdrawal period, the Board Treasurer shall then deduct according to Section B (2).

- E. Payroll deductions shall occur immediately upon request, or in the case of new employees, on the sixtieth (60th) day of employment.
- F. The Board Treasurer shall forward to the State OAPSE Treasurer the W-2 information for each employee and the amount of the State and Local dues/fees, along with a complete description, by name and amount, for each employee. This shall be done within ten (10) days following each deduction.
- G. The Union shall defend and indemnify the Board, the Treasurer, their officers, members, agents, and assignees in both their individual and official capacities and hold them harmless against any and all claims, demands, suits, or other forms of liability, including legal fees and expenses, unless willful, that may arise out of or by reason of the action taken by the Niles City Schools for the purposes of complying with any of the provisions of this article or in reliance on any list, notices, or assignments furnished under any such provisions. The Union shall retain control of any appointments of legal counsel for defense and indemnification purposes.
- H. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization is voluntary, must be executed by the employee, and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union once a month together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- I. Union Orientation

The President of the local, or their designee, shall meet with the new employees to advise and answer questions about Union membership.

ARTICLE 20 HOURS AND OVERTIME

- A. Work Schedule

The normal schedule of hours for all regular full-time employees shall consist of eight (8) hours of work per day, inclusive of a half (1/2) hour lunch period, five (5) consecutive days per week, Monday through Friday. The normal schedule of hours for regular less than full-time employees shall consist of their assigned hours of work, five (5) consecutive days per week, Monday through Friday.

B. Extra Assignments

Any employee, required to report outside of his/her regularly scheduled hours, shall receive at least two (2) hours pay. If the employee works for more than two (2) hours, he/she shall be paid for the time actually worked. During such time, the employee shall be permitted the appropriate breaks and/or lunch period.

1. Building secretaries will be permitted to leave the building for their lunch period. Custodians and assistant custodians may leave the building for their lunch period provided that the buildings remain covered at all times. Lunch periods are to be scheduled by the building administrators.
2. All employees are required to attend the opening day meeting. Afternoon turn employees shall be credited with all time spent at the opening day meeting which will be deducted from the time spent on their regular shift.

C. Holiday Pay

If any employee is required to work on a holiday, he/she will be paid one and one-half (1-1/2) times his/her regular hourly rate of pay for all hours worked, in addition to holiday pay.

D. Building Checks

On a day when they are not regularly scheduled to work, the Head Custodian (or Assistant Custodians, on a seniority rotation basis, if Head Custodian is unavailable) at McKinley High School, Niles Middle School, Niles Intermediate School and Niles Primary School, as well as the warehouse/general maintenance position at the Rhodes building will receive a minimum of 1.5 hours at the rate of one and one half (1 1/2) times his/her regular hourly rate of pay for checking their respective buildings. The Assistant Custodian/Grounds-keeper will receive a minimum of 1 hour at the rate of one and one half (1 1/2) times his/her regular hourly rate of pay for the building check at the High School stadium complex. No prior authorization by the Superintendent is needed for building checks however, the individual is required to enter the building and make a thorough check of the facilities. These building checks shall correspond to the amount of overtime allocated. Building checks will be performed by OAPSE Custodial personnel within each building before being offered to substitutes. Custodians who perform building checks will comply with the responsibilities and duties to be completed as indicated on an agreed upon building check list. A check list will be used and completed for each building check. On a snow day or two hour delay and when it is a food delivery

day, the head custodian will come in to accept the food order, place it in the appropriate location in the building and make every reasonable attempt to check key areas in the building within the allotted building check time.

E. Overtime

Each employee who works in excess of eight (8) hours per day or over forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times such employee's regular rate of pay. When computing overtime hours, holidays, sick leave, personal leave, and professional leave shall count as days/hours worked.

F. Overtime Assignment

All overtime shall be offered on a seniority rotation basis, within a building, to those employees desiring the overtime. Exceptions to this provision may be made for the following reason:

1. Use of School Kitchens: During the time when a cafeteria kitchen and/or equipment are being used, a cafeteria employee shall be on duty.
2. When additional duties of Bargaining Unit employees are required that will exceed the normal workday, overtime will be offered to the employee performing those duties, and then in accordance with established rotation. If those employees in the affected building/classification refuse overtime, the Superintendent or his designee will offer the overtime assignment to the remainder of employees in the affected classification by classification seniority on a rotation basis. A classification seniority list shall be provided by OAPSE, subject to approval by the Board. Substitutes will not be used unless they are actually substituting for an absent employee. This provision shall not apply during weeks involved with proficiency or other state, federal or district-wide mandated testing.

G. Overtime Authorization

All overtime work must be authorized, prior to the performance of work, by the Superintendent or Superintendent's designee who shall be specified for each building.

H. Employee Substituting in Other Positions

When an employee is absent, other employees in the absent employee's classification and building shall have the opportunity to move up (by seniority) into the position and shift of the absent employee, provided they have the necessary qualifications to meet the requirements of the position. Remaining employees in the classification and building have the opportunity to move up (by seniority) into the subsequently vacated positions. Whenever an Assistant Custodian substitutes for a Head Custodian, they must perform all the physical aspects of the job.

When any absence is to exceed ten (10) working days, and is not filled as per the article

above, the vacant position shall be offered to bargaining unit member(s) by a rotating senior order, within the classification series first and thereafter by system seniority with the exception of a lateral move (i.e., an employee may only move to another building if the new position is greater in hours, days, or wages). If any bargaining unit member accepts a job as a substitute in another position, they will stay in that position for the entire day. Employees who substitute under the provisions of this article must accept the assignment for the full duration of absent days, not a portion thereof. Interruptions in attendance will result in offering the assignment to the next most senior employee. Substitute employees shall be called in to the last position.

Any employee who substitutes in a position with a higher pay rate shall be paid, during the period of such assignment, at the higher rate of pay. This shall be at the employee's current step on the appropriate higher scale, or at the step that assures a minimum of 25 cents per hour more, whichever is higher. This shall not apply at the top of the salary schedule where the difference in pay may not be as great as twenty-five (25) cents per hour. It shall be the responsibility of the employee to put on his/her time card that he/she should be paid at the higher rate.

I. Breaks

1. Employees scheduled to work the hours listed below will be provided a lunch and break time as set forth:

<u>Hours</u>	<u>Lunch</u>	<u>Break</u>
8.0	30 minutes	(2) 15 minutes
7.0	30 minutes	15 minutes
6.5	30 minutes	15 minutes
6.0	30 minutes	15 minutes
5.5	30 minutes	No break
5.0	30 minutes	No break
4.5	No lunch	15 minutes
4.0	No lunch	15 minutes
Less than 4.0	No lunch	No break

J. Leaving the Job Site

No regular full-time or short-hour employee shall leave early from their job site without prior approval of their "immediate supervisor" and then signing out on the appropriate form. An employee found to be in violation of this section will be disciplined accordingly:

- 1st Offense—Warning (written or oral)
- 2nd Offense—Dock in pay
- 3rd Offense—Three (3) day suspension without pay
- 4th Offense—Ten (10) day suspension without pay
- 5th Offense—Termination

ARTICLE 21
SALARY

All bargaining unit members will be paid on a twenty-six (26) pay cycle.

- A. All salary schedules for the 2016-2017 and 2017-2018 contract years shall be deleted and removed from this contract. The salary schedule for the 2018-2019 contract year shall remain unaltered, without any increases or added steps, and shall serve as the schedule of salaries for each classification for the 2019-2020 contract year with the exception of including Assistant Custodian/Groundskeeper, Warehouse/General Maintenance to the Assistant Custodian schedule in accordance with Article I and including Board/Athletic and HS Guidance to the Adm. Asst. II High School Middle School Board Office schedule.

There shall be no increase to any salary schedule for the 2019-2020 contract year but steps shall remain in effect for the 2019-2020 contract year. The parties shall meet no later than April 1st to discuss a wage reopener for the second and/or third year of the Contract.

Also, a salary schedule shall be added to determine the compensation for Licensed Practical Nurse as follows:

Licensed Practical Nurse 2019-2020 Salary Schedule

School calendar – 175 days

Extended – 6 days

Holidays – 11 days

Vacation – 10 days

STEP	HOURLY RATE
0	\$17.00
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

- B. Percentage increases to compensation shall be consistent for all District employees.
- C. Incremental progress on the salary schedule shall occur only once (1) per year, and the effective date for such progression shall be July 1st of each calendar year for the duration of this Contract. Any regular employee with less than one hundred and twenty days (120) in pay status in a contract year (July 1-June 30) shall not be entitled to incremental progress on the salary schedule.

D. Longevity

Upon completion of:

- Ten (10) years of service, bargaining unit members shall receive \$200.00 per year thereafter.
- Fifteen (15) years of service, Bargaining Unit members shall receive an additional \$400.00 per year thereafter.
- Twenty (20) years of service, Bargaining Unit members shall receive \$750.00 in longevity per year thereafter.
- Twenty-five (25) years of service, bargaining unit members shall receive \$950.00 per year thereafter.

Such longevity shall be paid in one (1) lump sum on or about July 1st of each year. Eligibility for longevity will be determined by the same method as used in the previous contract (first school year employed = year one (1) of service).

- E. For regular employees, one hundred and twenty days (120) in pay status between July 1 of any year and June 30 of the succeeding year shall constitute one year of service.
- F. There shall be eight cents (\$0.08) per hour shift differential for all custodial personnel for all hours scheduled to be worked after 3:00 P.M. Custodial personnel must mark on their timecard hours worked after 3:00 PM if they work a split shift that extends past 3:00 PM or if they are temporarily working a different shift that extends beyond 3:00 P.M.
- G. Employees shall work all contracted days in accordance with the school calendar and as designated by the Superintendent and approved by the Board of Education. In addition to the regularly scheduled school year, the following classifications shall receive additional days in the identified amounts:
- Bus driver – 4 days (200 work days)
 - Assistant Cook – 4 days (200 work days)
 - Cafeteria Manager – 5 days (201 work days)
 - Educational/Special Education Assistant – 6 days (202 work days)
 - Educational Attendant – 6 days (202 work days)

- Licensed Practical Nurse (LPN) – 6 days (202 work days)
- H. A member of Local 365 who replaces a teachers' supervision of one or more students in the classroom shall receive an additional twenty-five dollars (\$25) for part of a day or sixty dollars (\$60) for the entire day. Whenever more than sixty (60) students are being supervised at least two (2) Niles School staff members must be present.
- I. Direct Deposit/Electronic Pay Stubs

A program of Direct Deposit of payroll checks will be required of all employees. The Board will create forms for this purpose. Any account changes must be submitted to the treasurer, in writing, ten (10) working days prior to the effective pay date. Payroll checks shall be timely deposited by the treasurer so the employee has access to the funds on the pay date. All employees will obtain their paystub electronically.

- J. All salaries shall be on a twelve (12) month basis. Said annual salaries shall be paid in twenty-six (26) equal installments. If the pay date falls on a non-banking holiday, the pay date will be moved to the prior day.

ADMINISTRATIVE ASSISTANT 2019-2020
0.00%

	<u>204</u> Adm. Asst. I <u>224 days</u>	<u>205</u> Adm. Asst. II <u>260 days</u>		<u>Adm. Asst. I 2019-2020</u>
0	12.20	12.20		School Calendar 175 days
	18.30	18.30		Extended Time 38 days
	97.60	97.60		Holidays 11 days
	21,862.40	25,376.00		Total 224 days
1	12.89	12.89		19 days before and 19 days after
	19.34	19.34		Vacation month of July
	103.12	103.12		
	23,098.88	26,811.20		<u>Adm. Asst. I</u>
2	13.57	13.57		NPS High School
	20.36	20.36		NIS BOE/Athletic
	108.56	108.56		HS Guidance
	24,317.44	28,225.60		Middle School
				BOE Office
3	14.23	14.23		
	21.35	21.35		
	113.84	113.84		
	25,500.16	29,598.40		
4	17.56	17.56		
	26.34	26.34		
	140.48	140.48		
	31,467.52	36,524.80		
5	17.71	17.71	9	<u>204</u> Adm. Asst. I <u>224 days</u>
	26.57	26.57		18.78
	141.68	141.68		28.17
	31,736.32	36,836.80		150.24
				33,653.76
				39,062.40
6	17.91	17.91	10	<u>205</u> Adm. Asst. II <u>260 days</u>
	26.87	26.87		19.07
	143.28	143.28		28.61
	32,094.72	37,252.80		152.56
				34,173.44
				39,665.60
7	18.16	18.16	11	
	27.24	27.24		19.33
	145.28	145.28		29.00
	32,542.72	37,772.80		154.64
				34,639.36
				40,206.40
8	18.47	18.47	12	
	27.71	27.71		19.53
	147.76	147.76		29.30
	33,098.24	38,417.60		156.24
				34,997.76
				40,622.40

BUS DRIVERS 2019-2020

0%

0	12.46			<u>401</u>
	18.69			<u>Bus Drivers 2019-2020</u>
	49.84			Work Days 179 days
	9,968.00			Holidays 11 days
				Vacation 10 days
				Total 200 days
1	13.15			
	19.73			
	52.60			
	10,520.00			
2	13.84			
	20.76			
	55.36			
	11,072.00			
3	14.54			
	21.81			
	58.16			
	11,632.00			
4	17.82			
	26.73			
	71.28			
	14,256.00			
5	18.00	9	19.06	
	27.00		28.59	
	72.00		76.24	
	14,400.00		15,248.00	
6	18.17	10	19.35	
	27.26		29.03	
	72.68		77.40	
	14,536.00		15,480.00	
7	18.44	11	19.61	
	27.66		29.42	
	73.76		78.44	
	14,752.00		15,688.00	
8	18.77	12	19.81	
	28.16		29.72	
	75.08		79.24	
	15,016.00		15,848.00	

BUS MECHANIC 2019-2020
0%

403			
<u>8hrs./260 Days</u>			
0	12.55 18.83 100.40 26,104.00		
1	13.26 19.89 106.08 27,580.80		
2	13.93 20.90 111.44 28,974.40		
3	14.63 21.95 117.04 30,430.40		
4	17.96 26.94 143.68 37,356.80		
		403	
		<u>8hrs./260 Days</u>	
5	18.09 27.14 144.72 37,627.20	9	19.16 28.74 153.28 39,852.80
6	18.29 27.44 146.32 38,043.20	10	19.45 29.18 155.60 40,456.00
7	18.56 27.84 148.48 38,604.80	11	19.72 29.58 157.76 41,017.60
8	18.86 28.29 150.88 39,228.80	12	19.92 29.88 159.36 41,433.60

CAFETERIA 2019-2020

	0%											
	<u>601</u>	<u>602</u>	<u>602</u>	<u>603</u>	<u>603</u>	<u>606</u>	<u>608</u>	<u>608</u>	<u>608</u>	<u>608</u>	<u>Manager 2019-2020</u>	
	<u>Manager</u>	<u>Manager</u>	<u>Manager</u>	<u>Assistant</u>	<u>Assistant</u>	<u>Assistant</u>	<u>Assistant</u>	<u>Assistant</u>	<u>Assistant</u>	<u>Assistant</u>		
	<u>HS</u>	<u>MS</u>	<u>K-5</u>	<u>Cook</u>	<u>Cook</u>	<u>Cook</u>	<u>Cook</u>	<u>Cook</u>	<u>Cook</u>	<u>Cook</u>		
	<u>7 hours</u>	<u>7 hours</u>	<u>7 hours</u>	<u>6.5 hours</u>	<u>5.5 hours</u>	<u>5 hours</u>	<u>4 hours</u>	<u>3 hours</u>	<u>2.5 hours</u>	<u>2 hours</u>		
0	11.31	10.91	10.61	10.05	10.05	10.05	10.05	10.05	10.05	10.05	Work Days	175 days
	16.97	16.37	15.92	15.08	15.08	15.08	15.08	15.08	15.08	15.08	Holidays	11 days
	79.17	76.37	74.27	65.33	55.28	50.25	40.20	30.15	25.13	20.10	Vacation	10 days
	15,913.17	15,350.37	14,928.27	13,065.00	11,055.00	10,050.00	8,040.00	6,030.00	5,025.00	4,020.00	Calendar Adj.	5 days
											Total	201 days
1	11.98	11.63	11.30	10.72	10.72	10.72	10.72	10.72	10.72	10.72	<u>Asst. Cook 2019-2020</u>	
	17.97	17.45	16.95	16.08	16.08	16.08	16.08	16.08	16.08	16.08	Work Days	175 days
	83.86	81.41	79.10	69.68	58.96	53.60	42.88	32.16	26.80	21.44	Holidays	11 days
	16,855.86	16,363.41	15,899.10	13,936.00	11,792.00	10,720.00	8,576.00	6,432.00	5,360.00	4,288.00	Vacation	10 days
											Calendar Adj.	4 days
											Total	200 days
2	12.62	12.30	11.95	11.42	11.42	11.42	11.42	11.42	11.42	11.42		
	18.93	18.45	17.93	17.13	17.13	17.13	17.13	17.13	17.13	17.13		
	88.34	86.10	83.65	74.23	62.81	57.10	45.68	34.26	28.55	22.84		
	17,756.34	17,306.10	16,813.65	14,846.00	12,562.00	11,420.00	9,136.00	6,852.00	5,710.00	4,568.00		
3	13.32	12.82	12.59	12.11	12.11	12.11	12.11	12.11	12.11	12.11		
	19.98	19.23	18.89	18.17	18.17	18.17	18.17	18.17	18.17	18.17		
	93.24	89.74	88.13	78.72	66.61	60.55	48.44	36.33	30.28	24.22		
	18,741.24	18,037.74	17,714.13	15,743.00	13,321.00	12,110.00	9,688.00	7,266.00	6,055.00	4,844.00		
4	16.62	16.26	15.94	15.41	15.41	15.41	15.41	15.41	15.41	15.41		
	24.93	24.39	23.91	23.12	23.12	23.12	23.12	23.12	23.12	23.12		
	116.34	113.82	111.58	100.17	84.76	77.05	61.64	46.23	38.53	30.82		
	23,384.34	22,877.82	22,427.58	20,033.00	16,951.00	15,410.00	12,328.00	9,246.00	7,705.00	6,164.00		
5	16.80	16.46	16.11	15.56	15.56	15.56	15.56	15.56	15.56	15.56		
	25.20	24.69	24.17	23.34	23.34	23.34	23.34	23.34	23.34	23.34		
	117.60	115.22	112.77	101.14	85.58	77.80	62.24	46.68	38.90	31.12		
	23,637.60	23,159.22	22,666.77	20,228.00	17,116.00	15,560.00	12,448.00	9,336.00	7,780.00	6,224.00		
6	17.01	16.63	16.27	15.78	15.78	15.78	15.78	15.78	15.78	15.78		
	25.52	24.95	24.41	23.67	23.67	23.67	23.67	23.67	23.67	23.67		
	119.07	116.41	113.89	102.57	86.79	78.90	63.12	47.34	39.45	31.56		
	23,933.07	23,398.41	22,891.89	20,514.00	17,358.00	15,780.00	12,624.00	9,468.00	7,890.00	6,312.00		
7	17.26	16.89	16.58	16.03	16.03	16.03	16.03	16.03	16.03	16.03		
	25.89	25.34	24.87	24.05	24.05	24.05	24.05	24.05	24.05	24.05		
	120.82	118.23	116.06	104.20	88.17	80.15	64.12	48.09	40.08	32.06		
	24,284.82	23,764.23	23,328.06	20,839.00	17,633.00	16,030.00	12,824.00	9,618.00	8,015.00	6,412.00		
8	17.57	17.21	16.85	16.36	16.36	16.36	16.36	16.36	16.36	16.36		
	26.36	25.82	25.28	24.54	24.54	24.54	24.54	24.54	24.54	24.54		
	122.99	120.47	117.95	106.34	89.98	81.80	65.44	49.08	40.90	32.72		
	24,720.99	24,214.47	23,707.95	21,268.00	17,996.00	16,360.00	13,088.00	9,816.00	8,180.00	6,544.00		
9	17.86	17.51	17.17	16.64	16.64	16.64	16.64	16.64	16.64	16.64		
	26.79	26.27	25.76	24.96	24.96	24.96	24.96	24.96	24.96	24.96		
	125.02	122.57	120.19	108.16	91.52	83.20	66.56	49.92	41.60	33.28		
	25,129.02	24,636.57	24,158.19	21,632.00	18,304.00	16,640.00	13,312.00	9,984.00	8,320.00	6,656.00		
10	18.14	17.79	17.47	16.92	16.92	16.92	16.92	16.92	16.92	16.92		
	27.21	26.69	26.21	25.38	25.38	25.38	25.38	25.38	25.38	25.38		
	126.98	124.53	122.29	109.98	93.06	84.60	67.68	50.76	42.30	33.84		
	25,522.98	25,030.53	24,580.29	21,996.00	18,612.00	16,920.00	13,536.00	10,152.00	8,460.00	6,768.00		
11	18.40	18.06	17.73	17.18	17.18	17.18	17.18	17.18	17.18	17.18		
	27.60	27.09	26.60	25.77	25.77	25.77	25.77	25.77	25.77	25.77		
	128.80	126.42	124.11	111.67	94.49	85.90	68.72	51.54	42.95	34.36		
	25,888.80	25,410.42	24,946.11	22,334.00	18,898.00	17,180.00	13,744.00	10,308.00	8,590.00	6,872.00		
12	18.60	18.26	17.94	17.38	17.38	17.38	17.38	17.38	17.38	17.38		
	27.90	27.39	26.91	26.07	26.07	26.07	26.07	26.07	26.07	26.07		
	130.20	127.82	125.58	112.97	95.59	86.90	69.52	52.14	43.45	34.76		
	26,170.20	25,691.82	25,241.58	22,594.00	19,118.00	17,380.00	13,904.00	10,428.00	8,690.00	6,952.00		

CUSTODIAL 2019-2020

0%

			<u>503</u>			
	<u>501</u>	<u>502</u>	Asst. Cust.			
	HS Head	Head	A. Cust./Grounds			
	Custodian	Custodian	Ware./Gen. Maint.			
	260 Days	260 Days	260 Days			
	<u>8 hrs. per day</u>	<u>8 hrs. per day</u>	<u>8 hrs. per day</u>			
0	12.55	12.45	11.96			
	18.83	18.68	17.94			
	100.40	99.60	95.68			
	26,104.00	25,896.00	24,876.80			
1	13.27	13.14	12.59			
	19.91	19.71	18.89			
	106.16	105.12	100.72			
	27,601.60	27,331.20	26,187.20			
2	13.93	13.83	13.31			
	20.90	20.75	19.97			
	111.44	110.64	106.48			
	28,974.40	28,766.40	27,684.80			
					<u>501</u>	<u>502</u>
					HS Head	Head
					Custodian	Custodian
					260 Days	260 Days
					<u>8 hrs. per day</u>	<u>8 hrs. per day</u>
						<u>503</u>
						Asst. Cust.
						A. Cust./Grounds
						Ware./Gen. Maint.
						260 Days
						<u>8 hrs. per day</u>
3	14.60	14.49	13.96	8	18.86	18.76
	21.90	21.74	20.94		28.29	28.14
	116.80	115.92	111.68		150.88	150.08
	30,368.00	30,139.20	29,036.80		39,228.80	39,020.80
4	17.96	17.79	17.27	9	19.16	19.05
	26.94	26.69	25.91		28.74	28.58
	143.68	142.32	138.16		153.28	152.40
	37,356.80	37,003.20	35,921.60		39,852.80	39,624.00
5	18.08	17.99	17.45	10	19.45	19.34
	27.12	26.99	26.18		29.18	29.01
	144.64	143.92	139.60		155.60	154.72
	37,606.40	37,419.20	36,296.00		40,456.00	40,227.20
6	18.29	18.16	17.64	11	19.73	19.60
	27.44	27.24	26.46		29.60	29.40
	146.32	145.28	141.12		157.84	156.80
	38,043.20	37,772.80	36,691.20		41,038.40	40,768.00
7	18.56	18.43	17.95	12	19.93	19.81
	27.84	27.65	26.93		29.90	29.72
	148.48	147.44	143.60		159.44	158.48
	38,604.80	38,334.40	37,336.00		41,454.40	41,204.80

PARAPROFESSIONALS 2019-2020

0%

	<u>301</u> Educational Assistant <u>8 hrs. per day</u>	<u>301</u> Special Educational Assistant <u>8 hrs. per day</u>	<u>702</u> Attendant Educational Assistant <u>8 hrs. per day</u>	<u>Paraprofessionals</u> School Calendar	175 days		
0	10.31	10.31	11.66	Extended	6 days		
	15.47	15.47	17.49	Holidays	11 days		
	82.48	82.48	93.28	Vacation	10 days		
	16,660.96	16,660.96	18,842.56	Total	202 days		
1	11.03	11.03	12.35				
	16.55	16.55	18.53				
	88.24	88.24	98.80				
	17,824.48	17,824.48	19,957.60				
2	11.68	11.68	13.02	<u>301</u>	<u>301</u>	<u>702</u>	
	17.52	17.52	19.53	Educational	Special	Attendant	
	93.44	93.44	104.16	Assistant	Educational	Educational	
	18,874.88	18,874.88	21,040.32	<u>8 hrs. per day</u>	<u>8 hrs. per day</u>	<u>8 hrs. per day</u>	
3	12.35	12.35	13.69	8	17.20	17.20	18.42
	18.53	18.53	20.54		25.80	25.80	27.63
	98.80	98.80	109.52		137.60	137.60	147.36
	19,957.60	19,957.60	22,123.04		27,795.20	27,795.20	29,766.72
4	15.65	15.65	17.01	9	17.50	17.50	18.87
	23.48	23.48	25.52		26.25	26.25	28.31
	125.20	125.20	136.08		140.00	140.00	150.96
	25,290.40	25,290.40	27,488.16		28,280.00	28,280.00	30,493.92
5	15.85	15.85	17.17	10	17.77	17.77	19.16
	23.78	23.78	25.76		26.66	26.66	28.74
	126.80	126.80	137.36		142.16	142.16	153.28
	25,613.60	25,613.60	27,746.72		28,716.32	28,716.32	30,962.56
6	16.03	16.03	17.39	11	18.06	18.06	19.42
	24.05	24.05	26.09		27.09	27.09	29.13
	128.24	128.24	139.12		144.48	144.48	155.36
	25,904.48	25,904.48	28,102.24		29,184.96	29,184.96	31,382.72
7	16.90	16.90	18.25	12	18.26	18.26	19.62
	25.35	25.35	27.38		27.39	27.39	29.43
	135.20	135.20	146.00		146.08	146.08	156.96
	27,310.40	27,310.40	29,492.00		29,508.16	29,508.16	31,705.92

**LICENSED PRACTICAL NURSE (LPN)
2019-2020
0%**

0	17.00 25.50 136.00 27,472.00	<u>Licensed Practical Nurse 2019-2020</u> Calendar 175 Days Holidays 11 Days Vacation 10 Days Extended 6 Days Total 202 Days
1	17.69 26.54 141.52 28,587.04	8 hours per day
2	18.36 27.54 146.88 29,669.76	
3	19.03 28.55 152.24 30,752.48	
4	22.35 33.53 178.80 36,117.60	
5	22.51 33.77 180.08 36,376.16	9 24.21 36.32 193.68 39,123.36
6	22.73 34.10 181.84 36,731.68	10 24.50 36.75 196.00 39,592.00
7	23.59 35.39 188.72 38,121.44	11 24.76 37.14 198.08 40,012.16
8	23.76 35.64 190.08 38,396.16	12 24.96 37.44 199.68 40,335.36

ARTICLE 22 INSURANCE

- A. Beginning September 1, 2019, employees shall contribute 6% of the cost of the Board provided healthcare insurance for the 2019-2020 Contract year, 7% of the cost for the 2020-2021 Contract year, and 8% of the cost for the Board provided health care insurance for the 2021-2022 Contract year unless electing coverage through the Higher Deductible Plan, for which an employee contribution is not required. However, for the period ending August 31, 2019, Employees' contribution rate will be maintained at the employee's current rate to be paid through regular payroll deduction. Employee contributions shall be based on a 4-tier premium payment as follows:
1. Employee only
 2. Employee + Spouse
 3. Employee + Children
 4. Employee + Family (Spouse and Children)
- B. Beginning May 1, 2019, to qualifying members of the bargaining unit – employees who work four (4) hours or more per day, or otherwise work thirty (30) hours per week – the Board shall provide comprehensive hospitalization, physician benefits, major medical, dental, vision and prescription coverage.

Employees who work less than four (4) hours per day shall be offered the benefits as described; however, said employees must pay the full cost of the premium and are not eligible for the percentage contributions.

- C. Flexible Spending Account (FSA)

Included in the health insurance plan set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan, which will include an employee-funded flexible spending account up to a maximum of \$2,650 annually. This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay unreimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependent care expenses as allowed under Section 125 of the Internal Review Act of 1978. Members may carry over unused funds of up to \$500 per year for use in the following year. The Board shall pay all administrative costs of the Section 125 Plan. Election for this plan is voluntary and can be made only per year.

For the initial year of the FSA (2019-2020 contract year only), the Board shall “match” an employee-funded account up to a maximum of \$500 provided that the employee has contributed the initial \$500 or lesser amount. Such match shall take effect January 1, 2020, with the Board contribution made no later than February 28, 2020.

- D. Enrollment/Qualifying Event

Eligible employees not currently participating in Board provided health insurance coverage, shall have the right to enroll into any Board health benefit by applying for

enrollment in the period of April 1 through April 30, 2019, with an effective date of May 1, 2019. Beginning December 1, 2019, enrollment to apply for and/or change coverage shall occur December 1 through December 31 for any given year with an effective date of January 1. Upon the occasion of a qualifying event, such as divorce, death of spouse or involuntary termination of spouse's insurance or employment, an eligible employee may enroll or re-enroll into the Board's plan. Coverage shall occur the month following the written notice setting forth the qualifying event. Change in coverage status, e.g., single to family, will follow the same procedure. Employees are advised to carefully review the Certificate of Coverage of the Board's health care provider in either instance.

E. Life Insurance

The Board shall provide a group term life insurance policy in the amount of Forty-Five Thousand (\$45,000.00) for all full-time employees (those employees eligible to carry health care), and the Board shall pay the entire cost of providing such life insurance during the term of this Contract.

F. Insurance Committee

An equal number of OAPSE representatives to NEA representatives will be included in an Insurance Committee formed by the Board of Education. An Insurance Committee meeting will be held no later than March 31st of every school year.

G. Non-Participation in Health Insurance Coverage (Board-approved Cafeteria Plan)

1. If an employee in the Bargaining Unit elects to withdraw from the Insurance program as provided above, the employee shall receive the annual amount of \$2,500 per family, \$1,250 per single. Bargaining unit members who have a spouse employed and eligible for coverage with the Board and either the spouse or employee selects family coverage, neither spouse is eligible to receive any opt-out payment (MOU).
2. In the event of a change in the need for insurance, the member may reinstate coverage on the first (1st) day of any month, provided he/she has filed the proper application cards with the Treasurer by the fifteenth (15th) of the preceding month and that the change qualifies as a change in "family status" as defined in the plan.
3. It shall be the responsibility of the employee to notify the Treasurer by September 15th, on the Board-provided waiver form, of their desire to discontinue coverage.
4. Payments will be made to the present or past school year employee beginning the month of October following the plan year of non-participation.
5. Employees who work less than four (4) hours per day are not eligible to participate in the Board-approved Cafeteria Plan.

H. Spousal Coverage

To allow for flexibility in enrollment periods, the following provision does not take effect until January 1, 2020.

If the spouse of a bargaining unit member is eligible through an employer or retirement system that provides employee benefits (Medical/RX) for less than or equal to a monthly contribution of \$300, for either single or family coverage said spouse must apply for and accept such coverage. The spouse must apply for the appropriate level of coverage, single or family. Should the applying spouse determine to also cover dependents, processing rules for dependent children shall follow normal COB provisions. The bargaining unit member must provide proof from the spouse's employer that they are enrolled. The spouse and dependent children, if covered under the spouse's plan, will be removed from the employee's insurance and the employee will be charged for the appropriate level of coverage (i.e., single or employee/children).

- The spouse has the option of enrolling dependents on his/her employer plan. The spouse does not have to enroll dependents, and the District cannot force the spouse to enroll dependents. However, dependents may be covered by both the spouse's insurance and the employee's District-provided insurance. Coordination of benefits ("COB") governs which spouse's insurance is primary, and the other, secondary. The spouse's birthday that falls first in the calendar year is considered the primary insurer while the other spouse's insurance is secondary.
- The spouse has an additional option of purchasing supplemental insurance through the District either separate from or in addition to purchasing secondary coverage through the District. The spouse may choose the higher deductible plan for secondary coverage, which requires no contribution. If the spouse chooses to enroll in the District's plan (not the higher deductible plan), the bargaining unit member will be required to contribute the appropriate amount that includes his/her spouse as designated by the District's tiers. In this instance, District coverage will serve as secondary coverage.
- If coverage is not available, the bargaining unit member must provide a statement from the spouse's employer stating that coverage is not available.

It is the responsibility of the employee to notify the Treasurer's office of any change in eligibility of a spouse or dependent children within 30 days of any change. Failure to provide timely notification may jeopardize coverage. If an employee submits false information or fails to timely advise the District of a change in the employee spouse's eligibility for employer (or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by an employee results in the District providing benefits to which the employee's spouse is not entitled, the employee may be personally liable to the District for reimbursement of benefits and expenses incurred by its insurance plan. Any amount to be reimbursed by the employee may be deducted from the salary or benefits to which the employee would otherwise be

entitled. If an employee submits false information, he/she may be subject to disciplinary action by the Board, up to and including termination of employment.

I. Maintenance

If the Board changes its insurance carriers currently in effect, then it shall provide a plan which provides the same or augmented benefits.

1. Continuation of Benefits

- a. Medical insurance coverage may be continued for those who are on any Unpaid Leave of Absence or layoff, at the request of the employee and upon payment of the premium by the employee, as provided for in the COBRA administration of said insurance coverage not later than the completion of the first month of unpaid leave or layoff. Should the employee remain on unpaid leave beyond the initial month, the employee shall submit payment of the full cost of the premium to the Treasurer not later than the 10th of each month. Failure to do so will result in a lapse of coverage.
- b. Insurance coverage for employees who have been granted a paid leave of absence shall continue to be provided by the Board with the employee continuing to make their required premium contribution.

ARTICLE 23 VACATIONS

Vacation language shall be applied as per the December 3, 2001, grievance #0071 and #0072 settlement which includes the following:

“Employees promoted to or hired for eleven (11) or twelve (12) month positions after January 1, 2002, will have to work eight (8) years in an eleven (11) or twelve (12) month position to move on the progression provided in Article 23, Vacations A (1). The only exception will be for those who are promoted after January 1, 2002, to an eleven (11) or twelve (12) month position in the same classification previously worked. Those persons will get credit for all years of service in the same classification.

Employees hired for or promoted to eleven (11) or twelve (12) month positions prior to January 12, 2002, will continue to receive full credit for their continuous years of service with the district as it pertains to vacation entitlement.”

A. Eligibility

1. Full-Time Employees

All Bargaining Unit employees, employed after one full year of service (fiscal school year date of employment) on an eleven (11) or twelve (12) month basis shall be

entitled to a vacation, with full pay in accordance with the following schedule:

After one year	Two weeks
After eight (8) years	Three weeks
After thirteen (13) years	Four weeks

Those hired before July 1, 2000 will continue on the same schedule with pay stubs and attendance records that reflect two, three or four weeks. Accrual will not be used. During the first year of employment (fiscal school year) the employee who works 180 to 260 days will qualify for two weeks of vacation the following fiscal school year. If the employee works 120 to 180 days (fiscal school year) they will qualify for one-week vacation the following fiscal school year. Each year that an employee earns vacation hereunder shall count as a year for progression purposes on the vacation schedule.

2. Less Than Full-Time Employees

All Bargaining Unit employees, employed for a contractual period of less than an eleven (11) month basis, shall be entitled to a vacation (10 days) with full pay.

Said days will be added to the total number of days due in calculation of base wages. For the purpose of computation of vacation pay for regular less than full-time employees, a day of vacation shall consist of the number of hours they are regularly assigned to work each day.

Any regular employee of the Bargaining Unit hired after October 1, 1991, and working less than eleven (11) months per year, who has worked for the Board at least one (1) year, shall be entitled to a vacation, with full pay.

The total of days after July 1, 2001 shall be 10 days. For the purpose of computation of vacation pay for regular less than full-time employees, a day of vacation shall consist of the number of hours they are regularly assigned to work each day. Said days will be added to the number of days due in calculation of base wages. The only exception to this will be eleven (11) month employees who will receive vacation pay in a lump sum amount by separate check the first week of July.

B. Vacation Restrictions

Vacation benefits are earned according to the school year. All vacation days shall be used during the employee's contract year. Vacations shall not be cumulative. Vacations will need ten (10) days prior approval from the Superintendent of schools or his/her designee. The Superintendent or designee may deny a request for vacation as unduly disruptive to District operations if the capacity of the workforce is reduced by more than two (2) employees per classification per building at the time of the request.

**ARTICLE 24
HOLIDAYS**

A. Full-Time Employees

The following days shall be recognized as paid holidays for all employees of the Bargaining Unit who are employed on an eleven (11) or twelve (12) month schedule:

Independence Day	New Year's Eve
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Friday following Thanksgiving	President's Day
Christmas Eve	Good Friday
Christmas Day	Easter Monday
Day after Christmas	Memorial Day

B. Nine (9) and Ten (10) Month Employees

The following days shall be recognized as paid holidays for all employees of the Bargaining Unit who are employed on a nine (9) or ten (10) month schedule:

Labor Day	Thanksgiving Day
Friday following Thanksgiving	Christmas Eve
Christmas Day	New Year's Day
Martin Luther King Day	President's Day
Good Friday	Easter Monday
Memorial Day	

C. Rate of Holiday Pay

Employees shall be excused from duty on applicable holidays, without loss of salary or wages. Employees shall receive the equivalent of their regular straight time hourly rate for their normal daily hours of work for such holidays.

D. Eligibility

In order to be eligible for holiday pay, an employee must accrue earnings on his/her last scheduled work day prior to such holiday, and his/her first scheduled work day following such holiday, unless, on either of such days, the employee was on an excused absence, or on sick leave for which pay was granted.

E. Determining Holidays

Holidays falling on Saturday shall be celebrated on the preceding Friday, unless the preceding Friday is a regularly scheduled day of pupil attendance; in which event, the Monday following Saturday shall be celebrated as the holiday. In the event such Monday

is also a regularly scheduled day of pupil attendance, then the employee, otherwise eligible for holiday pay, shall be paid the equivalent of one (1) day's pay at his/her regular rate for such a holiday in addition to his/her normal pay for that day.

Holidays falling on Sunday shall be celebrated on the following Monday, unless that Monday is a regularly scheduled day of pupil attendance, in which event, the Friday preceding Sunday shall be celebrated as the holiday. In the event such Friday is also a regularly scheduled day of pupil attendance, then the employee, otherwise eligible for holiday pay, shall be paid the equivalent of one (1) day's pay at his/her regular rate for such holiday, in addition to his/her normal pay for that day.

F. Changes in the School Calendar

In the event, during the term of this Contract, the school calendar is changed so that the pupils are in attendance on days presently specified as paid holidays for Bargaining Unit employees, then the designated holidays herein may be changed, provided that the number of paid holidays for employees in each job classification shall not be reduced in number.

G. Floating Holidays

The administration reserves the right to grant floating holidays on days to be selected by the administration.

ARTICLE 25 SEVERANCE PAY

Any classified employee of the Board, who qualifies for retirement under the School Employees Retirement System, may use unused accumulated sick leave for severance pay in the following manner and under the following guidelines:

A. Calculation for Severance

1. The calculation for the severance benefit shall be thirty-five percent (35%) of the unused accumulated sick leave days not to exceed seventy (70) days.

B. Severance pay shall be made on a per diem rate at the time of retirement (Contractual salary divided by the total number of days in the work year).

C. To qualify for severance pay, the employee must have been employed by the Board for eight (8) consecutive years and have contributed to the School Employees Retirement System for a minimum of eight (8) years.

D. Payment of severance pay shall be made in a lump sum within thirty (30) days after the Board receives notice that the employee has actually accepted benefits from the School Employees Retirement System.

- E. All unused accumulated sick days, in excess of Two Hundred (200) days, up to a maximum allowable at the time of retirement, shall be paid at the rate of Forty Dollars (\$40.00) per day.
- F. All unused personal leave days and emergency leave days shall be credited, annually, to the accrued sick leave days, which shall be used in calculating severance pay at the time of retirement.
- G. Upon the employee's receipt of severance pay, all accrued personal, emergency, and sick leave days shall be considered eliminated.

A member of the Bargaining Unit, who qualifies for severance pay, and dies while in the employment of the Board, shall have his/her severance pay calculated as though the employee had retired, and sixty percent (60%) of said amount shall be paid to the beneficiary of the employee's Term Life Insurance Policy.

**ARTICLE 26
CALAMITY DAY**

Employees shall be paid for all time lost when the schools are closed due to epidemic or other public calamity. Nothing herein shall be construed as requiring payment, in excess of the employee's regular wage rate or salary for any time worked while the school in which he/she is employed is officially closed, for the reasons set forth herein. Members of the Bargaining Unit who are, by reason of their assignment, required to work when schools are closed due to epidemic or other public calamity, shall be given a minimum of two (2) hours of overtime pay. Building secretaries will not be required to report to work on a calamity day.

The District will allow five (5) calamity days and three (3) online instruction days, (ex. Blizzard Bags). Beginning with calamity day nine (9), days will be made up upon the first available non-scheduled school day. Make-up days will not result in additional pay for employees.

**ARTICLE 27
DRUG POLICY**

Niles City Schools complies with the Ohio Bureau of Worker's Compensation Drug Free Safety Policy as distributed.

**ARTICLE 28
ADDITIONAL ARTICLES OF AGREEMENT**

- A. Ties in seniority will be broken using the following method(s):
 - 1. All ties in "classification seniority" shall be broken by determining the employees' system seniority dates. The employee with the earliest system effective hire date will be the more senior.

2. All ties in “system seniority” shall be broken by having all tied employees draw numbers (1 through 10) from a hat with the Union and administration present in the following manner:

Employees shall draw numbers in birthdate order with those whose birth month and birth day fall earliest in the calendar year drawing a number first and so on. The employee who draws the lowest number will be the most senior and so on until all seniority placements are determined.

3. All newly hired employees who have ties in their seniority will have those ties broken as per the language above within 30 days of board approval or earlier if necessary due to award or reduction of position(s)
- B. Employees shall be responsible to report off to the District's automated system.
 - C. Under the provisions of the Memorandum of Understanding reached in August, 2005, and agreed to by the members of OAPSE #365 and the Niles Board of Education: “The members of OAPSE Local #365, along with the Niles Board of Education, agree that Paraprofessional “Attendants” will administer medication to students when necessary. Newly hired Paraprofessionals will also be required to administer medication when it is specified as part of the general list of duties for that position when the position is posted. No other members of the Local #365 bargaining unit will administer medication to students.”
 - D. Summer Intervention program positions shall be awarded in accordance with Article 8, and shall be paid at the rate of pay for that classification at the step the employee currently holds.
 - E. Employees hired (off the street) new into the bargaining unit on or after June 30, 2016, shall not be eligible to hold more than one position (contract) provided they are the most qualified applicant for the additional position (Article 8, C, 2 shall not apply), there is no conflict in the hours between the additional position and the employee’s initial position and/or when the hours of the additional position are added to the initial position overtime is not created. If all qualifications are equal seniority will prevail.
 - F. A Tuition Reimbursement Account in the amount of \$2,500 per year for Local #365 will be distributed amongst union employees showing the proper documentation of education expenses. A bargaining unit member who enrolls in a course shall receive tuition reimbursement from the Board upon successful completion of such work provided the bargaining unit member obtained prior approval of the Superintendent for the course or courses to be taken. Tuition reimbursement for course work taken between July 1 and June 30 shall be paid to the employee on or before November 1. All transcripts and proof of payment (receipt or cancelled check) must be submitted by September 15.
 - G. All employees will be fully reimbursed in one payment and in a separate check for the

cost of their Bus stipend.

- H. The OAPSE President shall receive compensation at the rate of 50% (fifty percent) of that which the NCTA president receives each work day when school is in session, for the purpose of conducting Union Business. (The percentage of 50% is based on local union membership.) This will not be paid when a substitute employee replaces the Union President for the day.
- I. Whenever an employee is overpaid and is required to repay the amount, a meeting will take place between the employee, his/her Union representative and the School Treasurer so that a reasonable payment plan can be discussed.
- J. All Cook Manager contracts will be for 7 hours a day.
- K. The board agrees that it will utilize the paraprofessional staff members on the reduction list as well as those working who are available to provide classroom coverage as needed. OAPSE will develop a list of paraprofessionals who are willing to cover classrooms within their buildings. Paraprofessionals on the reduction list will be called into the open paraprofessional positions first, by seniority.
- L. Bus drivers will be paid for time spent during random drug testing if such testing takes place outside of regular work hours.
- M. The Head Custodian at the Primary Building will be paid at the same rate of pay as the Head Custodian at the Intermediate building.

ARTICLE 29
EFFECT, SEVERABILITY, AND DISTRIBUTION

A. Effect

The Board and the Union acknowledge that this Contract, together with any exhibits attached hereto and made a part hereof, embodies and constitutes the complete and final agreement reached by and between the parties, within agreement as to the wages and all other terms and conditions of employment of the classified employees covered by this Contract.

B. Severability

Notwithstanding any other provisions to the contrary herein, if any provision of this Contract is in conflict with any statute, regulation, or court decision of the State of Ohio or the Federal Government, to the extent that any such conflict exists, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. It is hereby agreed that, if the legislature, Congress, President, or Governor of the State of Ohio shall implement laws, or, by executive order, execute mandatory or permissive

regulations that would change sections of this Contract that involve dues check off or regulation of Bargaining Units, the Union shall be allowed to negotiate such items while this Contract is in effect.

No Contract alteration, variation, waiver, or modification, of any of the terms and conditions herein, shall be made by any classified employee, or group of classified employees, with the Board; and no amendment or revision of any of the terms and conditions, contained herein, shall be binding upon the parties hereto, unless executed in writing by the parties hereto.

It is understood and agreed, by and between the parties hereto, that, if any conflict exists between this Contract and the Policy Manual of the Niles City School System, as it relates to employees subject to this Contract, this Contract shall control.

C. Distribution

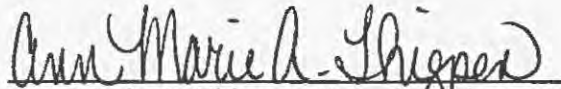
Within sixty (60) days after this Contract is signed, copies of this Contract shall be typed, reproduced, and distributed to all classified employees, non-certificated employees, administrators, and Board Members. The cost of reproduction and distribution shall be shared equally by the Board and the Union.

**ARTICLE 30
DURATION**

- A. Subject to the provisions of this Contract, the effective date will be as of September 1, 2019 and will continue and remain in full force and effect through August 31, 2022.
- B. This Contract constitutes the entire agreement between the parties, and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Contract shall be made during the life of this Contract, except by mutual agreement; but, otherwise, neither party shall have the duty to negotiate with respect to any matter during such period.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals, by their duly authorized representatives, on this 1st day of September, 2019.


**NILES CITY BOARD OF EDUCATION OF
THE NILES CITY SCHOOL DISTRICT**

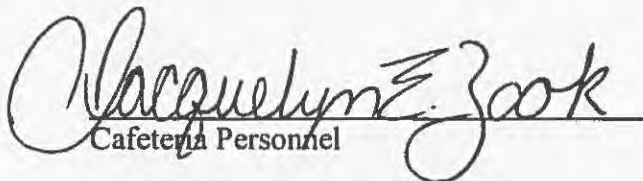

Ann Marie A. Thigpen, Superintendent


Mary Ann McMahon, School Board President

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,
LOCAL CHAPTER NO. 365**

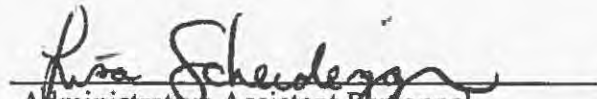

Ron Blatt, OAPSE Representative



Mary Sliwinski, Local #365 President


Cafeteria Personnel


Custodial Personnel


Paraprofessional Personnel


Administrative Assistant Personnel


Transportation Personnel